

Request for Proposal # 2596

New York State Office of General Services

On Behalf of The

New York State Board of Elections

For

**Independent Testing and Authority Services for
Voting System Examination and Certification Testing**

Release Date: February 15, 2023

Proposal Due Date: April 14, 2023 @ 2:00 PM

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1. Introduction

1.1 Overview

The New York State Office of General Services (NYSOGS) on behalf of the New York State Board of Elections (NYSBOE) is issuing this Request for Proposals (RFP) to obtain the services of an Independent Voting Systems Testing Authority (ITA). NYSBOE considers the terms ITA and VSTL (Voting System Test Laboratory) to be equivalent.

The awarded Contractor shall provide testing and certification of voting systems for use in New York State (NYS) elections. Before any voting system may be purchased or used in NYS, NYSBOE must certify that such system(s) meets the requirements of the NYS Election Law and Regulations which may be found at <https://www.elections.ny.gov> and the federal Voluntary Voting System Guidelines (VVSG).

The awarded Contractor will be responsible for examining and testing voting systems for certification, decertification, and recertification by the NYSBOE.

The awarded Contractor will develop and deliver the voting system examination and certification testing services in accordance with the deliverables and requirements as stated in Section 2 of this RFP.

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Rebecca Beattie, Contract Management Specialist I, NYS Office of General Services, Division of Financial Administration has been designated as the Primary Contact for this procurement and may be reached by email or voice for all inquiries regarding this solicitation.

Rebecca Beattie, Contract Management Specialist I
NYS Office of General Services / Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower Bldg., Empire State Plaza
Albany, New York 12242
Voice: 1-518-474-5981
Email: Rebecca.Beattie@ogs.ny.gov

In the event the designated contact is not available; the alternate designated contacts are:

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Albany, New York 12242
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For inquiries related specifically to Minority Women-Owned Business Enterprises (MWBE) provisions of this procurement solicitation, the designated contact is:

Joshua Quiles, Compliance Specialist I
Office of General Services / Office of Business Diversity / MWBE / SDVOB
29th Floor, Corning Tower Bldg., Empire State Plaza
Albany, NY 12242
Voice: 1-518-408-0432
Email: OGS.sm.MWBE@ogs.ny.gov

For inquiries related specifically to Service-Disabled Veteran Owned Businesses (SDVOB) provisions of this procurement solicitation, contact:

New York State Office of General Services Division of Service-Disabled
Veterans' Business Development
32nd Floor, Corning Tower Bldg., Empire State Plaza
Albany, New York 12242
Voice: 1-518-474-2015
Email: veteransdevelopment@ogs.ny.gov

For inquiries related specifically to insurance requirements of this solicitation, contact:

New York State Office of General Services Bureau of Risk and Insurance Management
32nd Floor, Corning Tower Bldg., Empire State Plaza
Albany, New York 12242
Office 1-518-473-0310
Email: ogs.sm.insrev@ogs.ny.gov

1.3 Minimum Proposer Qualifications

Proposers are advised that the State's intent is to ensure that only responsive, responsible, qualified and reliable Contractors enter into a contract to perform the work as defined in this document.

The State considers the following qualification to be a pre-requisite in order to be considered a qualified Proposer for purposes of the solicitation. Proposers not meeting the qualification below will be disqualified. Proposers may not use a subcontractor's or any other entity's qualifications to meet requirement.

The following minimum qualification(s) **must** be met:

Each Proposer must have either:

- a) Successfully completed the testing upon which an EAC ITA Certification is awarded and is awaiting an award of certification from the EAC;

-or-

- b) Possess a current EAC certification.

1.4 Key Events

The Table below outlines the tentative schedule for important action dates.

Action	Date
OGS Issues RFP #2596	February 15, 2023
Deadline for Submission of Proposer Questions	March 10, 2023 at 2:00PM EST
OGS Issues Responses to Written Questions (estimated)	March 24, 2023
Proposal Due Date	April 14, 2023 at 2:00PM EST
Contract Start Date	October 31, 2023

1.5 Glossary of Terms

“Issuing Office” shall mean the Office of General Services Department of Financial Administration.

“Contractor” shall mean a successful proposer awarded a contract pursuant to this Solicitation.

“NYSBOE” shall mean New York State Board of Elections.

“Request for Proposal”, **“RFP”**, or **“Solicitation”** shall mean this document.

The **“State”** shall mean The People of the State of New York, which shall also mean the New York State Office of General Services.

“Commissioner” shall mean the Commissioner of General Services or duly authorized representative.

“Co-Executive Directors” shall mean Kristen Zebrowski and to be determined of NYSBOE

“Proposer”, **“Bidder”** or **“Offeror”** shall mean any person, partnership, firm, corporation or other authorized entity submitting a proposal to the State pursuant to this solicitation.

“OSC” shall mean the Office of the New York State Comptroller.

“OGS” shall mean the New York State Office of General Services.

“Sub-contractor” shall mean a third-party Contractor hired by the Contractor to perform services pursuant to this solicitation.

“ITA” shall mean Independent Testing Authorities. Note that NYSBOE considers the terms ITA and VSTL to be equivalent.

“VSTL” shall mean Voting System Test Laboratory. Note that NYSBOE considers the terms ITA and VSTL to be equivalent.

“NASED” shall mean National Association of State Election Directors.

“EAC” shall mean the U.S. Election Assistance Commission.

“VVSG” shall mean Voluntary Voting System Guidelines.

“HAVA” shall mean Help America Vote Act of 2002.

2. Scope of Work

2.1 Introduction to State Board of Elections and Requirement Source

The NYSBOE was created in 1974 and assumed election functions previously handled by the Department of State and the Attorney General. In addition, a wide variety of new election responsibilities were assigned by law to the NYSBOE. NYSBOE works with each of the 62 County Elections Boards to carry out election administration procedures. Each county has two Elections Commissioners (one Republican and one Democrat), who are responsible for administering elections in their county. In addition, New York City has a centralized board composed of the ten Elections Commissioners from the five counties which make up New York City.

The NYSBOE consists of four Commissioners, appointed by the Governor and recommended by the chairs of the two major political parties, and the leadership of each house of the Legislature. The NYSBOE's duties and responsibilities include:

1. Encouraging voter participation in elections;
2. Developing and recommending election-related legislation;
3. Testing and certifying new voting systems for use in New York State;
4. Monitoring the performance and use of voting systems throughout the State;
5. Conducting reviews of the operation of each local Board of Elections and recommending changes for operational improvement and revisions to policies and procedures;
6. Designing and specifying forms used in registration and overall election administration;
7. Investigating alleged violations of the Election Law;
8. Evaluating useful technology to improve Board operations and establishing rules and regulations for its implementation;
9. Enacting rules and regulations to implement the provisions of the Election Law;
10. Providing guidance to local Boards in areas such as interpretation of law and work procedures;
11. Certifying candidates for statewide, Congressional, Assembly, Senate, Justices of the Supreme Court and certain other offices and approving the form, content and wording of statewide ballot questions; and
12. Certifying the results of elections involving offices noted above, and all those offices embracing more than one county.

Staff of the NYSBOE have day-to-day contact, by phone, e-mail and in person with individual local Boards. In addition, there are several seminars scheduled each year, at which the NYSBOE and its staff confer with regional groups of Boards, or all Boards.

The Help America Vote Act of 2002 (HAVA) was approved by Congress to address the issues of accurate elections in the United States. Specifically, the act was established to:

“...provide funds to States to replace punch card voting systems, to establish the Election Assistance Commission to assist in the administration of federal elections and to otherwise provide assistance with the administration of certain federal election laws and programs, to

establish minimum election administration standards for states and units of local government with responsibility for the administration of federal elections, and for other purposes.”

HAVA enhances the voting system certification program provided for in New York State Election Law, and in the State’s Rules and Regulations available on the NYSBOE’s website at <https://www.elections.ny.gov>.

2.2 Project Vision

Contractor shall provide testing against and compliance with the entire VVSG (Versions 1.0 and 2.0) as well as with NYS requirements that enhance the VVSG. The NYS Election Law and Regulations exceed, and in some cases, replace the federal requirements, and will take precedence in the event of a conflict.

2.3 Project Business Goals

Examination of voting systems shall be conducted by an ITA appropriately certified by the NASED, the EAC or otherwise approved by the Commissioners of the NYSBOE. ITAs which have successfully completed the testing upon which an ITA certification shall be awarded, may submit documentation of such successful testing, for consideration by the NYSBOE. Voting system testing shall be in compliance with the requirements of New York State Election Law and Regulations, and the VVSG Versions 1.0 and 2.0. Such examination shall utilize examination and testing procedures and processes as required by the EAC accreditation program plus the additional requirements specified by NYSBOE and required by NYS Election Laws and Regulations. The ITA scope of services shall include examination and testing for the State Board’s certification, decertification, and recertification of voting systems.

2.4 ITA Specific Contract/Project Initiation and Management

The NYSBOE will provide a Project Manager who will maintain and manage the overall project management and project timeline for the complete project to certify new voting systems in New York State. It is intended that the Proposer will prepare their own detailed project plans for the tasks included in this RFP and will work under the direction of the NYSBOE Project Manager to incorporate these ITA specific tasks into the overall project plan and timeline. The Proposer will be required to provide their own Project Manager who will be responsible for providing project management and implementation services for all tasks included in this RFP.

The ITA Contractor shall develop a detailed implementation plan and schedule outlining the key phases, tasks, activities, dependencies, budgeted hours, assigned resources and deliverables for the project. This plan shall be used as input to the master timeline maintained by the NYSBOE and must be created in the same format (MS Project Plan).

The ITA Contractor shall also provide a contractor project organization chart and a staffing plan. During the course of the project, the ITA Contractor shall participate in bi-weekly, at the discretion of NYSBOE, status meetings and other meetings as necessary either via telephone conference or in person and provide a weekly written status report to NYSBOE. (Refer to Section 2.5.2 – Reporting Requirements)

The ITA Contractor Project Manager shall maintain and update the implementation plan and project schedule for the services specified in this RFP throughout the lifecycle of the project and provide

NYSBOE updated versions of the plan and project schedule. It is possible that periodically, certain deadlines may be mandated by federal court rulings, in which case the vendor will be required to ensure their implementation plan and schedule comply with these potential deadlines.

As part of the ongoing management of each separate voting system certification/project, the ITA Contractor shall develop a risk management plan identifying potential project risks and mitigation strategies. The ITA Contractor shall also identify, track and manage project issues using issue-tracking tool and develop an issue resolution process.

As part of the contract/project initiation process, the ITA Contractor may conduct an in-person project kick-off meeting in Albany, NY, at the discretion of the NYSBOE, with key stakeholders within 15 days of contract execution. The kick-off meeting will provide an overview of the project scope and initial schedule for services specified in this RFP, introduce the ITA Contractor project team and outline project start-up procedures.

All documentation will be reviewed, and must be approved, by NYSBOE prior to finalization.

Proposers should be aware that the results of previous voting system certifications may be utilized by the ITA Contractor, however, the amount of documentation available from such previous testing is unknown. The ITA must review the same to determine how much of the prior work will be reusable.

After the award of a contract, activity may be sporadic, occurring as new systems are submitted requiring full certification and/or upgrades/modifications are made to certified systems. These may require regression testing, selected testing, or complete certification testing. Any certification tasks which will require simultaneous testing will depend upon when systems are submitted, or when certified systems are upgraded or otherwise modified.

2.5 Deliverables

The Contractor shall provide each of the following deliverables:

2.5.1 Deliverable 1:

Project Kick-Off Meeting and Initial Project Management Deliverables

The ITA shall facilitate a project kick-off meeting in Albany, NY, at the discretion of the NYSBOE, with key project stakeholders within 15 days of contract execution. The kick-off meeting will provide an overview of the ITA's project scope and initial schedule for services specified in this RFP, introduce the ITA project team and outline project start-up procedures. The project kick-off meeting will also be used to discuss the project timeline.

ITA Contractor Organization Chart

The ITA shall provide a project organization chart and a staffing plan. The consultant team structure should be identified. Changes to the organizational structure during the course of this project should be promptly reflected in this document, and updates to it shall be submitted to NYSBOE in a timely manner. Key personnel changes such as the Project Manager must first be pre-approved by NYSBOE.

ITA Contractor Schedule and Work Plan

The ITA shall provide an ITA specific detailed implementation plan and schedule outlining the key phases, tasks, activities, dependencies, budget hours, assigned resources and deliverables for the project.

ITA Detailed Quality Assurance Plan

The ITA shall provide a detailed Quality Assurance Plan that explains the proposed quality assurance and testing practices. The ITA shall explain their internal quality management program. This should include reference to the use of any specific methodologies, as well as the receipt of any quality certification.

ITA Change Control Plan

The ITA shall provide a detailed Change Control Plan that will identify, track and manage project deliverables throughout the lifecycle of the project and provide NYSBOE with updated versions.

ITA Communications Plan

The ITA shall provide one communication plan to facilitate reporting to the NYSBOE and voting system vendors, all anomalies, errors and any corresponding remediation, throughout the process. The ITA shall assist NYSBOE with revising and enhancing a project communication plan, including the identification of a single point of contact representing the ITA with decision making authority, and information regarding communications responsibilities of the ITA.

ITA Issue Resolution Plan

The ITA shall create an Issue Resolution Plan that details how issues will be identified, tracked and managed. The plan will identify an issue-tracking tool and describe an issue resolution process.

2.5.2 Deliverable 2:

ITA Bi-Weekly Project Status Meetings

Status or other necessary conference calls shall be scheduled as needed. Once a voting system is in queue for certification, the ITA shall conduct regularly scheduled Project Status Meetings with NYSBOE to review the status of the ITA's tasks specified under this RFP and resulting contract. Meeting minutes will be provided after each formal meeting. NYSBOE does not expect an on-site presence throughout the engagement. Meetings may be conducted via telephone, but there may be occasions or issues for which requests for on-site meetings would be made. For those sessions, if any, meeting space will be provided.

ITA Weekly Written Project Status Report

A weekly status report will be produced and will include progress made, planned tasks for the up-coming week, and issues requiring resolution for the services specified in this RFP.

ITA Project Steering Committee Meetings

The ITA key personnel shall participate as needed in scheduled Project Steering Committee Meetings with NYSBOE key personnel. Meeting minutes will be provided after each formal meeting.

ITA Project Issue Tracking

The ITA shall also identify, track and manage project issues for the services specified in this RFP using an issue-tracking tool and develop an issue resolution process. NYSBOE does not have a preferred issue tracking tool.

ITA Risk Management Plan

The ITA shall develop a risk management plan identifying potential project risks that could impact their ability to perform their tasks and mitigation strategies for the area of the project under the ITA's control. The ITA must also report any potential risks that could impact the overall project.

2.5.3 Deliverable 3:

Testing Requirements Confirmation Matrix

The ITA is expected to test to **ALL** the VVSG requirements (Versions 1.0 and 2.0) and test to **ALL** the NYS requirements in the NYS Election Law and Regulations as described below.

The NYSBOE will provide a proposed requirements matrix. The ITA shall review this document and provide a written analysis of the requirements matrix. NYSBOE and the ITA will conduct a series of meetings to discuss and jointly develop a final requirements confirmation matrix document which will then be approved by NYSBOE for use in the test plan development.

2.5.4 Deliverable 4:

Evaluation of Prior Work

The ITA will complete an evaluation of any prior certification testing documentation submitted by a voting system vendor. Existing test plans, results and other relevant documentation should be used wherever possible to avoid duplication of effort. Documents in scope for this review include but are not limited to Functional and Security Master Test Plans, Environmental test plans, usability tests, detailed individual vendor specific test plans, test results, and anomaly reports. The ITA will develop and present an evaluation report that documents the results of the evaluation of prior testing including any recommendations for re-use.

2.5.5 Deliverable 5:

Review of Technical Data Packages (TDPs)

The TDPs provided by the voting system vendors must be reviewed by the ITA for content to ensure that they include all documentation that is required by the regulatory requirements.

The TDP contents must also be reviewed and reported on individually by the ITA to ensure that the content provided is of such quality that it can be utilized to achieve the desired results of the package. Example: The acceptance testing procedures are sufficient to satisfy all requirements.

The ITA shall provide anomaly reports for missing and inadequate content to both the voting system vendor and NYSBOE to track open issues, target dates for resolution and actual resolution.

2.5.6 Deliverable 6:

Final Master Test Plan

The ITA must develop a Master Test Plan that encompasses all forms of testing required to satisfy all areas of testing required by the VVSG (versions 1.0 and 2.0) and NYS requirements. Specifically, the Master Test Plan shall follow the testing process and phases outlined in Volume 2 of the VVSG 1.0 and any set forth in version 2.0. This plan must include a tabular reference to all the requirements to be tested against, the type of testing (Functional, Security, Environmental, Source code (Functional and Security), etc.) and include a threat analysis to further define testing requirements at the voting system test plan level. The high-level methodology for each type of testing must also be included.

In the VVSG the following keywords are used to convey conformance and testing requirements:

Shall – indicates a mandatory requirement in order to conform. Synonymous with “is required to.”

Is prohibited –indicates a mandatory requirement that indicates something that is not permitted (allowed) in order to conform. Synonymous with “shall not.”

Should, is encouraged - indicates an optional recommended action, one that is particularly suitable, without mentioning or excluding others. Synonymous with “is permitted and recommended.”

May - indicates an optional, permissible action. Synonymous with “is permitted.”

However, the ITA is expected to test to **ALL** the VVSG requirements (versions 1.0 and 2.0) no matter which of the above definitions they fall into and test to **ALL** the NYS requirements in the NYS Election Law and Regulations.

The Master Test Plan will be reviewed by NYSBOE and must be approved by NYSBOE prior to finalization and implementation. If this review identifies changes that are necessary, the contractor must provide additional drafts until accepted by the NYSBOE as final.

All security-related test plans will be reviewed by an independent third party selected by NYSBOE and must be approved by NYSBOE before finalization and implementation. If the independent third-party review identifies changes that are necessary, the Contractor must provide additional drafts until accepted by the third party and NYSBOE as final.

Note: There is no limit to the number of drafts, however, NYSBOE will monitor the changes and make a determination as to whether the change was due to lab error and if so, the duplication of work will need to be removed from any requests for payment.

2.5.7 Deliverable 7:

Voting System Specific Test Plans

The ITA must develop individual test plans by voting system to be used as a script for testing all components of the voting system. Voting system-specific test plans shall include: functional testing, functional security testing, source code testing and security source code testing. The NYS requirements

for source code review are designed to ensure that all voting systems' software and source code conforms to the VVSG (versions 1.0 and 2.0) and the highest standards of good coding practices and security. To ensure that this is the case, the NYS requirements go above and beyond the federal guidelines. The NYS requirements can be reviewed at the NYSBOE's website: (<https://www.elections.ny.gov>) which includes New York State Election Law, Section 7-208, Rules and Regulations of the NYSBOE, Understanding of COTS Standards - Version 3, and the current Master Security Test Plan.

Since the Master Test Plan can be considered the "what is to be tested," the individual test plans are the "how it will be tested" as outlined in the National Institute of Standards & Technology (NIST) SP-800-53A Section 3.2. The plans must be detailed and comprehensive enough to ensure that the tests themselves are repeatable with consistent results from different testers.

All test plans will be reviewed by NYSBOE and must be approved by NYSBOE prior to finalization and implementation. If this review identifies changes are necessary, the Contractor must provide additional drafts until accepted by the NYSBOE as final.

All security-related test plans will be reviewed by an independent third party selected by NYSBOE and must be approved by NYSBOE before finalization. If the independent third-party review identifies changes are necessary, the Contractor must provide additional drafts until accepted by the third party and NYSBOE as final.

Note: There is no limit to the number of drafts, however, NYSBOE will monitor the changes and make a determination as to whether the change was due to lab error and if so, the duplication of work will need to be removed from any requests for payment.

2.5.8 Deliverable 8:

Perform Testing as Outlined in Test Plans

The ITA will perform all tests outlined in the master and individual test plans based on the schedule defined in the master project plan.

All test results will be reviewed by NYSBOE and must be approved by NYSBOE prior to finalization. If this review identifies changes are necessary, the contractor must provide additional drafts until accepted by the NYSBOE as final.

All security-related test results will be reviewed by an independent third party selected by NYSBOE and must be approved by NYSBOE before finalization. If the independent third-party review identifies changes are necessary, the contractor must provide additional drafts until accepted by the third party and NYSBOE as final.

Both NYSBOE and the voting machine vendor are entitled to copies of the respective test records and results. The NYSBOE will officially certify the voting system for use in New York State.

Note: There is no limit to the number of drafts, however, NYSBOE will monitor the changes and make a determination as to whether the change was due to lab error and if so, the duplication of work will need to be removed from any requests for payment.

2.5.9 Deliverable 9:

Voting System Individual Test Reports

The ITA Contractor shall prepare test reports for all stages of testing and present them to NYSBOE at predetermined dates.

2.5.10 Deliverable 10:

Final Test Reports

The final report will be a compilation of the outcome of all the individual test reports indicating a pass/fail for each requirement broken down by each type of test performed against the requirement. The final reports will be presented to NYSBOE to be used as part of the certification process by NYSBOE. The report shall also include possible "Compensating Controls" for those required tests that a system failed and comments on any non-required test that the system failed.

All test results will be reviewed by NYSBOE and must be approved by NYSBOE prior to finalization. If this review identifies changes are necessary, the contractor must provide additional drafts until accepted by the NYSBOE as final.

Note: There is no limit to the number of drafts, however, NYSBOE will monitor the changes and make a determination as to whether the change was due to lab error and if so, the duplication of work will need to be removed from any requests for payment.

2.6 New York Political Subdivisions

The smallest political subdivision in the State is the Election District. Presently, there are approximately 16,000 Election Districts in NYS. There are also 150 State Assembly Districts, 63 State Senate Districts, and 26 Congressional Districts.

2.7 Types of Elections

Primary elections occur annually, usually in June; and general elections occur annually in November. In addition, there is a presidential primary conducted in the spring of the year in which the president is to be elected. While there are exceptions to this general explanation, commonly in odd-numbered years, elections are focused on county and other local offices. Likewise, in even-numbered years, they are focused on statewide and federal offices.

Special elections may be conducted upon the proclamation of the Governor, or by the requirements of certain local laws.

School district elections are conducted annually during May and certain other school elections as well as village elections are conducted at various times throughout the year. Fire district elections are commonly conducted during December but may be conducted at various times throughout the year. Library, sewer, water and other special districts also conduct elections at various times throughout the year.

2.8 Conditions for Engagement

1. The Contractor shall adhere to all current and future EAC requirements regarding the EAC Laboratory Accreditation Program and the Voting System Testing and Certification Program necessary to maintain their ITA certification.
2. The Contractor shall allow authorized NYSBOE staff and/or their representatives to be present at lab facilities, to observe voting system testing, review documentation and examine lab conditions and practices.
3. Functional testing and examination shall be performed in an open and public venue, so that members of the general public and stakeholders can view the process. Functional Testing (also commonly referred to as System Integration Testing), includes ballot definition and the casting of a large volume of votes on a system (manually and simulated, in English - and alternate languages where applicable - and using all accessibility features), to test the functionality, logic and accuracy of the system and to ensure that all peripheral devices work properly. Not all of what is considered functional testing and examination shall be performed in an open and public venue. The bulk of the testing will be performed in the lab of the awarded contractor. However, a subset of the testing that could be classified as user testing can and will be performed in a public venue. This venue will provide for public viewing of the testing but not provide hands-on for the public. The venue must be in NY and will be provided by the NYSBOE. Details on the proposed site for this testing will be shared at the kick-off meeting.
4. Documented procedures, test plans, and the test reports of the NYSBOE and its ITA shall be made available for public inspection at the NYSBOE office and on its website. However, the NYSBOE shall determine whether all or a portion of the security requirements, test plans, testing, and all applicable security requirements and policies shall be available for public inspection and shall exclude any such information which is deemed to be confidential data.

2.9 Contractors Compensatory Liability

In the event that the Contractor fails to complete any of the specified services within the timeframe required, OGS/NYSBOE reserves the right to have such work completed by another Contractor. In any such event, the Contractor shall be liable to reimburse OGS/NYSBOE for all costs incurred to complete the work. OGS/NYSBOE further reserves the right to collect such reimbursement from any outstanding payments due to the Contractor.

2.10 Background Checks

Requirements of this clause apply to the Contractor performing on-site work for NYSBOE. Background checks shall be performed at no additional cost to the State. The cost to the Contractor for performing requirements of this section shall be taken into consideration when the bidder calculates its bid prices in response to this solicitation. Contractor shall not be entitled to charge separately, or otherwise be reimbursed, for any costs incurred in complying with this background check requirement.

For purposes of this clause, the following definitions apply:

On-Site: "On-site" refers to any State-owned or leased space open to the public or at which State business operations are conducted.

Suitability: "Suitability" refers to identifiable character traits and past conduct that are reasonably sufficient to indicate whether a given individual is likely to be able to perform the requirements of a contract at OGS on-site locations without undue risk to the interests of the State.

Suitability determination: A "suitability determination" is a determination that there are reasonable grounds to believe that an individual will likely be able to perform the contract requirements on-site without undue risk to the interests of the State.

Applicability

Contractors shall perform background checks and make suitability determinations on contractor employees before the individual employees can perform on-site contract services for the Office of General Services.

Contractor shall maintain a continuous list of background checks and suitability determinations noted above and shall provide this list to the Facility Manager prior to the contract commencement date. The list shall be updated and resubmitted to the Facility Manager as changes occur, continually keeping the Facility Manager updated.

The Commissioner of General Services, or his or her designee (the "Commissioner"), on a case-by-case basis, may, either temporarily or permanently, waive the requirements of this clause, in whole or in part, if they determine in writing that background checks and suitability determinations are not necessary at a specific location, or for a specific individual, in order to protect the State's interests.

Background Check

The Contractor is responsible for completing background checks and making suitability determinations on its employees prior to the employees beginning on-site work. Compliance with the requirement for performing a background check and making a suitability determination shall not be construed as providing a contractor employee clearance to secured areas. Contractors are required to maintain records of background checks and suitability determinations for the term of the contract, and to make them available to the State when requested.

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

1. Verification that the individual is not listed on a national watched person database. The following link has information about data available <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. The following link has a PDF file of a list of SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Criminal History checks to be performed either by using a national database that contains criminal histories and supplement this search by checks of NYS Office of Court Administration ("NYSOCA") and comparable searches of states where the person has lived, worked, or attended school during the past 5 years; OR by obtaining the record of convictions from NYSOCA directly and from their equivalents from other states where the person might have lived, worked, or attended school during the last 5 years;

3. DMV driving records;
4. Social Security Number trace;
5. Verification of U.S. citizenship or legal resident status; and
6. Residence (past 3 years) (should be requested on employment application to compare against data from DMV license and other searches for verification);

Background Check Guidelines

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

1. Any loyalty or terrorism issue;
2. Patterns of conduct (e.g., alcohol/drug abuse, financial irresponsibility/major liabilities, dishonesty, unemployability for negligence or misconduct, criminal conduct);
3. Dishonorable military discharge;
4. Felony and misdemeanor offenses; and
5. Employment related misconduct involving dishonesty, criminal or violent behavior.

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

1. The nature, extent, and seriousness of the conduct;
2. The circumstances surrounding the conduct;
3. The frequency and recency of the conduct;
4. The individual's age and maturity at the time of the conduct;
5. The presence or absence of rehabilitation and other pertinent behavior changes;
6. The potential for pressure, coercion, exploitation, or duress;
7. The likelihood of continuation of the conduct;
8. How, and if, the conduct bears upon potential job responsibilities; and
9. The employee's employment history before and after the conduct.

Each suitability determination should be documented in a narrative. If negative items are mitigated by subsequent passage of time or completion of any relevant programs that are rehabilitative in nature, this rationale should be included in the narrative. A negative suitability determination must be supported by

a finding that the adverse information has a direct bearing on the potential job duties or that it is deemed sufficiently serious to bar the employee from a State site.

Employee Removal

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

Commissioner Notification

Prior to commencement of on-site contract performance, the contractor shall notify the Commissioner that the background checks and suitability determinations required by this clause have been completed for affected individuals.

3. Proposal Submission

3.1 RFP Questions and Clarifications

There will be an opportunity for submission of questions and/or requests for clarification. Questions and/or clarifications must be submitted via email to the Designated Contact:

Rebecca Beattie, Contract Management Specialist I
OGS Division of Financial Administration – Agency Procurement Office
32nd Floor, Corning Tower Bldg., ESP
Albany, NY 12242
Phone : 1-518-474-5981
E-mail : Rebecca.Beattie@ogs.ny.gov

All questions must cite the particular page, section, and paragraph number, where applicable. Please submit questions as early as possible following receipt of the RFP. The final deadline for submission of any questions/clarifications regarding this RFP is listed in Section 1.4 – Key Events. Questions received after the deadline may not be answered. OGS will post an addendum at <https://ogs.ny.gov/procurement/bid-opportunities> with all questions and responses on or about the date listed in Section 1.4 – Key Events. Any additional addenda will be posted to the same location.

3.2 Proposal Format and Content

In order for the State to evaluate bids fairly and completely, Proposers are strongly encouraged to follow the format set forth herein and should provide all of the information requested. All items requested in this submission section should be provided and addressed as clearly as possible. Failure to conform to the stated requirements may necessitate rejection of the bid.

Proposers are encouraged to include all information that may be deemed pertinent to their proposal. Proposers may be requested to provide clarification based on the State's evaluation procedure. Any clarification will be considered a formal part of the Proposer's original proposal. If further clarification is needed during the evaluation period, OGS will contact the Proposer.

Note: OGS reserves the right to request any additional information deemed necessary to ensure that the Proposer is able to fulfill the requirements of the contract.

3.2.1 Technical Proposal

No overt reference to **cost** shall be made in the technical proposal.

3.2.1.1 Cover Letter

The cover letter should confirm that the Proposer understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP. Further, should the contract be awarded to your company, you would be prepared to begin services on the date indicated in Section 1.4 - Key Events. The cover letter should also include the full contact information of the Proposers' Representative that OGS shall contact regarding the proposal. A Proposer representative authorized to make contractual obligations **must** sign the cover letter.

3.2.1.2 Minimum Proposer Qualifications

Proposers must submit sufficient information to prove their ability to meet the mandatory minimum qualifications as set forth in Section 1.3.

NYSBOE and the Commissioners, or their designated representative, shall have the right to reject responses from any Proposer who is unable to provide satisfactory evidence that it meets the mandatory minimum qualifications.

3.2.1.3 Experience

- Describe the number of years the firm and key principals have been providing Independent Testing services, and the capacities in which they have been doing so
- Describe what type of systems and in which states the firm and key principals have performed the scope services.
- Identify and provide resumes for the proposed lead and key staff for this project.

3.2.1.4 Plan of Operation/Staffing Plan

1. Operational Plan

- Methodologies – Provide a detailed outline of plans and approach for providing all services required by the Scope of Work section of this RFP. Include methodologies for providing the required services and deliverables for current and future environments.

2. Staffing Plan

- Provide proposed staffing plan, detailed to include roles and responsibilities.
- Plan must detail how you propose coverage in the event of vacation, sick days, etc.
- Proposed plan of staffing chain for addressing issues that arise that may compromise or delay certification.
- Submit a description of corporate training programs provided to proposed staff.

3.2.1.5 MWBE Diversity Practices

Proposers are reminded that Attachment 2 - Diversity Practices Questionnaire must be completed and submitted with their proposal as discussed in Section 4.1 – Proposal Evaluation.

3.2.2 Cost Proposal

Proposer shall submit a completed Attachment 1 – Cost Proposal Form, in a **separately sealed package** within the proposal submission and must be clearly identified as the “Cost Proposal”. Each line item must be complete with no lines omitted.

Proposer shall not provide alternative pricing or deviate from the Cost Proposal Form. Alternative pricing methodologies will not be considered and may result in the rejection of the proposal.

3.2.3 Administrative Proposal

- All other required completed forms from RFP Appendix B.
- Signed proposal addenda (if any)

- Completed Exhibit A – Proposer Viability Requirements
- Completed Exhibit B – Security Confidentiality
- Important Notes:
 - Insurance – Proposers are reminded of the insurance requirements as described in Appendix D. The selected Proposer will be required to provide all necessary documentation upon notification of selection.
 - M/WBE & EEO Requirements- Proposers are reminded of the requirements as described in Appendix E.
 - SDVOB Requirements- Proposers are reminded of the requirements as described in Section 6.15.
 - Vendor Responsibility - Proposers are reminded of the requirement as described in Section 6.9, and are requested to complete the online questionnaire located on the OSC VendRep System website prior to proposal submission. If the vendor has previously certified responsibility online, it shall ensure that the VRQ was recertified in the last six months.
 - Document Consistency - An award will only be made to the entity which has submitted a proposal. All submitted documents must be consistent with official name of the proposing entity, FEIN and NYS Vendor ID number.

3.3 Proposal Preparation

All proposals must be completed in ink or machine produced. Proposals submitted handwritten in pencil will be disqualified.

3.4 Packaging of RFP Response

The Technical, Cost, and Administrative proposals should be separated and identified within the submission package as follows:

1. Technical – One original and three exact copies, each one tabbed in three ring binders. No overt statements about cost shall be included in the Technical Proposal.
2. Cost – One original of Attachment 1 – Cost Proposal Form clearly marked “Cost Proposal” in a separately sealed envelope.
3. Administrative - One original of all required completed forms and information as stated in Section 3.2.3.

Please provide one digital record (Thumb Drive) containing Technical, Administrative, and Cost proposals. If there are any differences between the paper submission and the electronic submission, the paper submission shall take precedence.

Originals contain a unique wet signature for each of the signed and notarized pages. Exact copies can be photocopied and do not require a unique wet signature.

All proposal documents must be submitted by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:

- a. Proposer 's complete name and address
- b. Solicitation Number – 2596
- c. Proposal Due Date and Time: (as stated in Section 1.4 - Key Events)
- d. Proposal for Independent Testing and Authority Services.

Failure to complete all information on the proposal envelope and/or packages may necessitate the premature opening of the proposal and may compromise confidentiality.

3.5 Instructions for Proposal Submission

Note that these instructions supersede the generic instructions posted on the OGS website bid calendar.

Only those Proposers who furnish all required information and meet the mandatory requirements will be considered.

Submit all required proposal documents, to the NYS Office of General Services - Division of Financial Administration at the following address:

OGS Financial Administration, Agency Procurement Office
32nd Floor, Corning Tower Building, Empire State Plaza
Albany, NY 12242
Attn: Rebecca Beattie
Request For Proposal # 2596

E-MAIL OR FAX PROPOSAL SUBMISSIONS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED.

The State of New York will not be held liable for any cost incurred by the Proposer for work performed in the preparation and production of a proposal or for any work performed prior to the formal execution and approval of a contract.

Proposals must be received in the above office on or before 2:00 PM on the date indicated in Section 1.4 - Key Events. Proposers assume all risks for timely, properly submitted deliveries. Proposers mailing their proposal must allow sufficient mail delivery time to ensure receipt of their proposal at the specified location no later than the specified date and time.

The received time of proposal will be determined by the clock at the above noted location.

Any proposal received at the designated location after the established time will be considered a Late Proposal. A Late Proposal may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Proposal may be accepted in the Commissioner's sole discretion where (i) no timely proposals meeting the requirements of the Solicitation are received, or (ii) the Proposer

has demonstrated to the satisfaction of the Commissioner that the Late Proposal was caused solely by factors outside the control of the Proposer. However, in no event will the Commissioner be under any obligation to accept a Late Proposal.

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

Proposals must remain open and valid for 180 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYS OGS and the Proposer. A proposal shall continue to remain an effective offer, firm and irrevocable, after such 180-day period until either tentative award of the contract(s) by issuing Office is made or withdrawal of the proposal in writing by the Proposer. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Proposer. This RFP remains the property of the State always, and all responses to this RFP, once delivered, become the property of the State.

Important Building Access Procedures for Delivered Proposals:

Building Access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering proposals. **Vendors are encouraged to pre-register by contacting the OGS Finance Office at 518-474-5981 at least 24 hours prior to arrival.** Pre-registered visitors are to report to the visitor desk located at the Concourse level of the Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

Upon arrival at the visitor desk, visitors that have not pre-registered will be directed to a designated phone to call the OGS Finance Office. The Finance Office will then enter the visitor's information into the building access system. Access will not be allowed until the system has been updated. Visitors are encouraged to pre-register to ensure timely access to the building. Vendors who intend to deliver proposals or conduct business with OGS/NYSBOE should allow extra time to comply with these procedures. These procedures may change or be modified at any time.

Visitor parking information can be viewed at the following OGS web site:

<https://empirestateplaza.ny.gov/parking>

4. Evaluation and Selection Process

4.1 Proposal Evaluation

Responsive proposals will be evaluated and scored based upon the criteria set forth in this Section. Proposals will be evaluated for best value to the State.

A team of OGS employees will evaluate each proposal and initially determine whether a proposal is responsive to the requirements of the Solicitation.

NYSBOE reserves the right to conduct reference checks. In such cases, the Proposer shall be responsible for the availability of the reference contacts.

NYSBOE reserves the right to request presentations/demonstrations from each Proposer.

The NYSBOE technical evaluation team will subsequently evaluate and score each responsive proposal for items A through C listed below.

OGS Division of Financial Administration will evaluate all cost proposals from responsive Proposers. The cost proposal with the lowest total fees will be awarded the maximum possible points, (Refer to Item D listed below). Each subsequent proposal will receive a proportionate number of points.

For Item C, the evaluation team will award 3.5% of possible evaluation points if proper certification declaring MWBE Diversity Practices criteria is met.

Scores from each of the Proposers, including items A-D listed below, will be totaled and the Proposer having the highest score will be ranked number one; the Proposer with the second highest total score will be ranked number two and so on.

A. PROPOSER EXPERIENCE 33.25%

Each Proposal will be evaluated as to the extent by which Proposer's relevant experience (including that of its proposed employees) and length of service in both the industry and with the Proposer, exceeds the minimum requirements.

B. PLAN OF OPERATION 33.25%

Each Proposal will be evaluated as to the completeness of and the extent to which the operational plan meets the goals and requirements of the Solicitation.

C. MWBE 3.5%

OGS has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of Bidders for this procurement is practical, feasible, and appropriate. Accordingly, to receive certain evaluation points, Proposers are required to complete and submit as part of their response, the OGS Diversity Practices Questionnaire (Attachment2).

OGS will review Proposer's responses to the Diversity Practices Questionnaire (Attachment 2) and score them according to the Diversity Practices Scoring Matrix and in comparison, to the responses of all Proposers to this Solicitation. The points received for each response will be added to achieve a Total Diversity Score of up to 100 points. The Total Diversity Score will then be weighted, to achieve a Weighted Score of 3.5% of the total technical score.

D. COST 30%

The cost to the State will be evaluated in relation to all cost proposals submitted by responsive Proposers.

4.2 Evaluation Process

Submission Review

OGS will review each proposal to ensure that all content has been submitted in accordance with this RFP and that Proposers meet the mandatory requirements in **Section 1.3 – Minimum Proposer Qualifications** and the format outlined in **Section 3 – Proposal Submission** of this solicitation. Proposals that are non-responsive may be rejected. Proposals passing the submission review requirements for responsiveness will be evaluated.

Technical Evaluation (70%)

A NYSBOE technical evaluation committee will evaluate and score each responsive proposal for items A-C listed above. OGS/NYSBOE may contact company references, and reference check information will be considered in the technical evaluation. It is the responsibility of the Proposer to ensure the availability of the provided references. The inability to contact a given reference may be reflected in the technical scoring and/or may result in rejection of the proposal.

Cost Proposal Evaluation (30%)

OGS Division of Financial Administration will evaluate all Cost Proposals from responsive Proposers. The Cost Proposal with the lowest total fee will be awarded the maximum possible points (refer to Item D listed above). Each subsequent proposal will receive a proportionate number of points using the following formula: $(\text{low proposal} / \text{proposal being evaluated}) \times 300$ total points.

4.3 Final Score

The scores for items A-D will be combined to develop the final score (100%), and the Proposer having the highest score will be ranked number one; the Proposer with the second highest score will be ranked number two, and so on.

4.4 Notification of Award

After the evaluation, all Proposers will be notified of the name of the selected Proposer. The selected Proposer will be notified that its submitted proposal has been selected and that a contract will be forthcoming for execution. The original proposal, and any additions or deletions to the proposal become part of the contract.

Public announcements or news releases pertaining to any contract resulting from this Solicitation shall not be made without prior written approval from the Issuing Office.

5. Administrative Information

5.1 Issuing Office

This RFP is being released by the New York State Office of General Services Division of Financial Administration on behalf of the New York State Board of Elections.

5.2 Method of Award

A single award shall be made to the Proposer who submits a responsive and responsible proposal affording best value to the State.

Upon determination of the best value proposal, a contract, between OGS and the successful Proposer, will be delivered to the Proposer for signature and shall be returned to the issuing office for all necessary State approvals. Upon final approval, a completely executed contract will be delivered to the Proposer.

5.3 Term of Contract

The contract will become effective on October 31, 2023 and be in effect for five years.

5.4 Price

Proposers must submit their cost proposal for required services necessary to provide the State with the required deliverables using **Attachment 1 - Cost Proposal Form**. Any deviations, alterations, qualifiers, ranges, etc. included with the cost proposal may result in rejection of the proposal.

Price shall be inclusive of all costs including licenses, insurance, administrative, profit, travel and other ancillary costs; all labor and equipment cost; all administrative, reporting or other requirements; all overhead costs and profit. Details of service not explicitly stated in these specifications, but necessarily attendant thereto are deemed to be understood by the Proposer and included herein.

The State of New York will not be held liable for any cost incurred by Proposers for work performed in the preparation and production of a proposal or for any work performed prior to the formal execution and approval of a contract.

NYSBOE will retain 10% on each payment, pending final written acceptance of each deliverable.

5.5 Early Payment Discount

If the Proposer offers an early payment discount for payments made in less than 30 days after receipt of a proper invoice, please detail the discount by providing, in the appropriate place on the Attachment 1 - Cost Proposal Form, the percentage of discount and the specific number of days within which the payment must be made for the discount to apply. If Proposer offers multiple discounts, please provide the details for each discount offered (for example: 2%/15 days; 1%/20 days).

A discount for early payment does not affect bid amounts nor is it considered in making awards, except that a discount may be considered in resolving tie bids.

5.6 Acceptance of Deliverables

Each deliverable must be reviewed and accepted in writing by the NYSBOE. A signed letter from an authorized NYSBOE representative(s) will serve as the sole methodology utilized in acceptance (Refer to Exhibit C - Sample Deliverable Acceptance Form). No other form(s) of communication shall be deemed an acceptance of a deliverable or any part of a deliverable.

A timeframe for deliverables will be agreed upon at/or subsequent to the project kick-off meeting by both parties. Certain deliverables require several levels of review.

5.7 Price Adjustment (Escalation / De-escalation)

The Contractor is to submit a proposal that will be fixed for one year only. On each anniversary date of the contract, the Contractor may be granted an increase or decrease in their proposal, dependent upon fluctuations in the Consumer Price Index for All Items, Northeast Urban as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at <http://www.bls.gov/data/>.

The ‘base’ month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable year and will become effective in the anniversary month. For example, if the contract is awarded in September 2023, the ‘base’ month will be June. The contract allows for an adjustment after the first year, it would be based on the difference between the June 2023 CPI and the June 2024 CPI and become effective in September 2024.

The Consumer Price Index is published around the middle of each month for the prior month (i.e. the January figure is not published until mid-February). The Contractor has the sole responsibility to request, in writing, a rate adjustment. This request must be received within three months of the base month. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the base month Consumer Price Index. Once approved, the Contractor will be notified in writing. Contractor shall not submit revised invoices until such notification, at which point an invoice may be submitted for any retroactive difference owed.

Requests should be sent to the designated contact at:

<p>NYS Office of General Services Financial Administration, Agency Procurement Office 32nd Floor, Corning Tower Building, Empire State Plaza Albany, New York 12242</p>	<p>ogs.sm.agencyprocurementoffice@ogs.ny.gov</p>
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Should a Contractor fail to submit their request, within three months of the applicable base month date, Contractor shall be deemed to have waived their right to any increase in price, but the State shall not be

barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

5.8 Method of Payment

Invoices will be processed in accordance with established procedures of the Office of General Services and the Office of the State Comptroller (OSC) and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Each company invoice **must** be itemized and include the following information: Name of NYS agency being billed; Contract ID number; Purchase Order number; Vendor name; Company FEIN; Vendor ID number; a unique invoice number; detailed information which identifies the voting system being tested (i.e.: the date of the examination, the individual(s) or subcontractor(s) performing such examination, a narrative description of the examination, task or test being performed; the duration of such examination, etc.), the test **hourly rate and number of hours worked per job title**.

For purposes of the contract, payment will be limited to the hourly rates as proposed. All other costs incurred by the Contractor will be considered the cost of doing business and will not be reimbursable.

Invoices without the above stated information will be returned to Contractor to be completed as required in the paragraph above. **Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by NYSBOE.**

All Invoices are to be submitted for payment to:

**Office of General Services
C/O BSC / Accounts Payable
1220 Washington Ave., Bldg. 5, 5th Fl
Albany, New York 12226**

-or- Accountspayable@ogs.ny.gov

Payments will not be processed by the State until the products have been delivered in satisfactory condition or services have been satisfactorily performed, the products or services have been accepted (Refer to Section 3.6 - Acceptance of Deliverables-) and an invoice has been submitted. Payment will be made as follows:

1. Deliverable No's. 1 and 3 through 10 will be paid monthly based on hourly rates for work performed. NYSBOE will retain 10% on each payment, pending final written acceptance of the deliverables.
2. Deliverable No. 2 invoices shall be submitted at the end of each month on a company invoice for deliverables satisfactorily accepted per Section 5.6 during that month.

The ITA Contractor agrees that from the effective date of the contract until contract termination, the rates charged by the ITA Contractor and paid for by NYSBOE, will be equal to or lower than any rates provided by the ITA Contractor to other customers for like services.

5.9 Electronic Payment

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Information is available at the following website: <http://www.sfs.ny.gov/index.php/vendors>, by e-mail at Helpdesk@sfs.ny.gov, or by phone at 518-457-7717. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

5.10 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived said right. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

5.11 Exceptions and Extraneous Terms

The Issuing Office will consider all requests to waive any solicitation requirement. The term "solicitation requirement" as used herein shall include any and all terms and conditions included in the solicitation documents. Proposer should be aware that failure to obtain a waiver of any proposal requirement in advance of proposal submission, and/or inclusion of extraneous terms in the form of exceptions, assumptions, qualifiers, ranges, modifications, etc. with proposal submission, may result in rejection of the proposal and disqualification from the bidding process.

Proposers wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the questions due date as identified in the Key Events section. The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the answers to questions as identified in the Key Events section (if the response results in a change to the solicitation), or directly to the requesting vendor.

5.12 Dispute Resolution

It is the policy of the Office of General Services' Financial Administration to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to proposal solicitations, contract awards, and contract administration. OGS Financial Administration encourages vendors to seek resolution of disputes informally, through consultation with OGS Financial Administration staff, prior to

commencing a formal dispute process. All such matters will be accorded full, impartial and timely consideration. A copy of the OGS Financial Administration Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified in the solicitation.

During the term of the contract, if either party notifies the other of a dispute or dissatisfaction, the other party will make a good faith effort to solve or settle dispute amicably, including meeting with the other party to diligently attempt to reach a satisfactory result. In the event of a dispute, the parties will continue to fulfill their obligations hereunder during the dispute resolution process. The parties agree to proceed in good faith to avoid disputes, and resolve disputes that cannot be avoided at the lowest level possible. If party representatives are unable to resolve the dispute or reach a satisfactory result within twenty days of written notice of a dispute, the dispute will be referred to successive higher levels of each organization for final decision.

5.13 Examination of Contract Documents

1. Each Proposer is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
2. Each Proposer shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the State as an excuse for any failure or omission on the part of the Proposer to fulfill every detail of all the requirements of the documents governing the work. The Proposer, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such proposer might have fully informed itself prior to bidding.
3. Any Proposer in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to Rebecca Beattie, Division of Financial Administration, 32nd Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242 e-mail: Rebecca.Beattie@ogs.ny.gov a written request for an interpretation thereof. If a major change is involved to which all proposers must be informed, such request for interpretation shall be delivered, in writing, no later than the question due date listed in **Section 1.4 - Key Events**. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be e-mailed to proposers who have registered Intent to Submit a Proposal.
4. Any addendum issued prior to the proposal due date must be acknowledged by signature, dated and be submitted as part of the Administrative Proposal. In awarding a contract, any addenda will become a part thereof.
5. Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services at the time of examination of the documents, pre-bid conference, or site visit shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, to all Proposers shall become a part of the contract.

5.14 Rules of Construction

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, a singular word shall include the plural and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this RFP, refer to this RFP.

5.15 Procurement Rights

The State of New York reserves the right to:

1. Reject any and all proposals received in response to this Solicitation.
2. Disqualify a Proposer from receiving the award if the Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct Proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Proposer.
4. Adjust any Proposer's expected costs of the proposal price based on a determination of the evaluation committee that the selection of the said Proposer will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the proposals received.
6. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
7. Begin contract negotiations with another proposing Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
8. Waive any non-material requirement not met by all Proposers.
9. Not make an award from this Solicitation.
10. Make an award under this Solicitation in whole or in part.
11. Make multiple contract awards pursuant to the Solicitation.
12. Have any service completed via separate competitive proposal or other means, as determined to be in the best interest of the State.
13. Seek clarifications of proposals.
14. Disqualify any Proposer whose conduct and/or proposal fails to conform to the requirements of the RFP.
15. Prior to the proposal opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
16. Waive any requirements that are not material.
17. If two or more proposals are found to be substantially equivalent, the Commissioner of OGS, at their sole discretion, will determine award using the pre-established process. For best value procurements, cost will be the determining factor.

Please Note: The State is not liable for any cost incurred by a Proposer in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

6. Contract Clauses and Requirements

6.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated October 2019, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix A (dated October 2019)
2. Contract Service Agreement
3. OGS Request for Proposal #2596 (This document including all appendices and any addenda)
4. Selected Contractor's Proposal including Attachment 1 - Cost Proposal Form

6.2 Summary of Policy and Prohibitions on Procurement Lobbying

Pursuant to State Finance Law §139-j and §139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and a Vendor during the procurement process. A Vendor is restricted from making contacts from the earliest posting, on a governmental entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the 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 on the first page and in Section 1.2. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Vendor pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Vendor is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <http://www.ogs.ny.gov/acpl/>

6.3 Tax and Finance Clause

TAX LAW § 5-A:

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

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

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

Form ST-220-CA must be filed with the proposal and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with proposal submission). Failure to make either of these filings may render a Proposer non-responsive and non-responsible. Proposers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

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

6.4 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each proposal will be held in confidence and details of any proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's proposal contains any such trade secrets or other confidential or proprietary information, you must submit a request to except such information from disclosure. Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the subject information. This can be accomplished by completion of the applicable question on the Contractor Information page in RFP Appendix B hereto. Requests for exemption of the entire contents of a proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

6.5 General Requirements

- A. The Proposer agrees to adhere to all State and Federal laws and regulations in connection with the contract.
- B. The Proposer agrees to notify NYSBOE/OGS of any changes in the legal status or principal ownership of the firm, 45 days in advance of said change.
- C. The Proposer agrees that in any contract resulting from this RFP it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.

- D. The Proposer agrees that any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of NYSBOE/OGS.
- E. For reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- F. For purposes of any contract resulting from this RFP, the State 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.
- G. NYSBOE/OGS interpretation of specifications shall be final and binding upon the Contractor.
- H. The Commissioner of OGS will make no allowance or concession to the Proposer for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- I. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Proposer has based its proposal on the more expensive option. Final decision will rest with OGS.
- J. INSPECTION – For purposes of any contract resulting from this RFP the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, NYSBOE/OGS may terminate the contract and employ another Contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
- K. STOP WORK ORDER – NYSBOE/OGS reserves the right to stop the work covered by this RFP and any contract(s) resulting there from at any time that it is deemed the Contractor is unable or incapable of performing the work to the State's satisfaction. In the event of such stopping, NYSBOE/OGS shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the proposal, the Contractor shall be liable to the State of New York for any such costs on account thereof. In the event that NYSBOE/OGS issues a stop work order for the work as provided herein, the Contractor shall have ten working days to respond thereto before any such stop work order shall become effective. Provided, however, that if an emergency situation exists, as reasonably determined by NYSBOE/OGS, then the stop work order shall be effective immediately.
- L. OGS reserves the right to reject and bar from the facility any employee hired by the Contractor.

6.6 Extent of Services

OGS/NYSBOE reserves the right to re-negotiate at its discretion, to reduce the amount of services provided under any contract resulting from this solicitation. This reduction in services shall be effectuated by written amendment to the contract and subject to approval by the Office of the State Comptroller.

6.7 Debriefings

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

6.8 Termination

A. Termination

The OGS/NYSBOE may, upon 30 days' notice, terminate any contract resulting from this solicitation in the event of the awarded Proposer's failure to comply with any of the proposal's requirements unless the awarded Proposer obtained a waiver of the requirement.

In addition, OGS/NYSBOE may also terminate any contract resulting from this solicitation upon ten days' written notice if the Contractor makes any arrangement for assignment for the benefit of creditors.

Furthermore, OGS/NYSBOE shall have the right, in its sole discretion, at any time to terminate a contract resulting from this solicitation, or any unit portion thereof, with or without cause, by giving 30 days' written notice of termination to the Contractor.

B. Procurement Lobbying Termination

The OGS/NYSBOE reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS/NYSBOE may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

C. Effect of Termination

Any termination by OGS/NYSBOE under this Section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against OGS/NYSBOE, its agents and employees therefore for lost profits or any other damages.

6.9 NYS Standard Vendor Responsibility Questionnaire

OGS conducts a review of prospective contractors ("Proposers") to provide reasonable assurances that the Proposer is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "Questionnaire") is used for non-construction contracts and is designed to provide information to assess a Proposer's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a proposal, the Proposer agrees to fully and accurately complete the Questionnaire. The Proposer acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Proposer is responsible, and that the State will be relying upon the Proposer's responses to the Questionnaire when making its responsibility determination.

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

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Proposers opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

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

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

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, in her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when she discovers information that calls into question 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 the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

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

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

6.10 Ethics Compliance

All proposers/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 any contract resulting from this RFP, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, 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.

6.11 Indemnification

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

6.12 Force Majeure

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

6.13 Subcontractors

The State will contract only with the successful Proposer who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. When bidding, any known / planned use of subcontractors must be disclosed in detail with bid submission. If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor, and no additional markups will be allowed.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this solicitation or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this solicitation.

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.

The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the contract documents.

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the NYSBOE Co-Executive(s) or their designee, 40 North Pearl Street, Albany, NY 12207, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the NYSBOE Co-Executive(s) may require concerning the proposed subcontractor's ability and qualifications.

6.14 Encouraging Use of NYS 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 the economic activity and leadership such businesses offer, Contractors are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of this agreement. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Proposers need to be aware that all authorized users of this 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, 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 its contractors. The State therefore expects 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.

6.15 Participation Opportunities For New York State Certified Service-Disabled Veteran-Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS 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 OGS 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, 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, OGS 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, the 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://online.ogs.ny.gov/SDVOB/search>

The Contractor is encouraged to contact the Division of Service-Disabled Veteran's Business Development at 518-474-2015 to discuss methods of maximizing participation by SDVOBs on the Contract.

6.16 Consultant Contracts

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning contract employees working under State agency service and consulting contracts. State agency consultant contracts are defined as "contracts entered 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*" ("covered consultant contract" or "covered consultant services"). The amendments also require that certain contract employee information be provided to the state agency awarding such contracts, the Office of the State Comptroller (OSC), the Division of the Budget and the Department of Civil Service (CS). The effective date of these amendments is June 19, 2006. The requirements will apply to covered contracts awarded on and after such date.

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

Form A - the Contractor's Planned Employment Form upon proposal submittal.

Form B - the Contractor's Annual Employment Report throughout the term of the Contract by May 1st of each year. The following information must be reported:

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

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

(Information must be reported on the Contractor's Annual Employment Report (Form B) or other format stipulated by OGS.)

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

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

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

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

NYS Office of General Services
Financial Administration-Agency Procurement Office
32nd Floor – Corning Tower Building
Empire State Plaza
Albany, New York 12242

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

6.17 New York State Information Security Policy

This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to sensitive NYSBOE information. For the purpose of this clause, the term “Sensitive” is defined by the guidance set forth in the NYS Information Security Policy (P03-002), issued by the NYS Division of Homeland Security and Emergency Services (DHSES). There is a presumption that all information technology systems contain some sensitive information.

Information technology resources include, but are not limited to, system software, application software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing information technology security measures pertaining to personnel performing under this Contract, and all Contractor equipment used to process or store NYSBOE data or to connect to NYSBOE networks that complies with the requirements contained in:

- ☐ The NYS Information Security Policy (P03-002).
https://its.ny.gov/system/files?file=documents/2022/10/nys-p03-002_information_security_policy.pdf
- ☐ NYS information technology policies, standards and best practice guidelines at <https://its.ny.gov/policies> and;
- ☐ NYSBOE information security policies, procedures, and standards.

For all Contractor owned systems for which performance of the contract requires interconnection with an NYSBOE network or that NYSBOE data be stored or processed on them, the Contractor shall provide, implement, and maintain an IT Security Plan that complies with the requirements set forth above and describes the processes and procedures that will be followed to ensure the appropriate security of IT resources that are developed, processed, or used under this contract.. This plan shall specifically reference clauses of the contract and the security measures to be taken in connection to those sections. The plan shall be submitted to NYSBOE prior to the commencement of any work under theContract

6.18 Sexual Harassment Prevention

Pursuant to N.Y. State Finance Law § 139-I, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all 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-I, 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, OGS 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 RFP Appendix B – NYS Required Certifications, which Proposer must submit with its proposal response.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**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, licensor, licensee, lessor, lessee or any other party):

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of

\$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State-assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The

contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and

women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

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

Solicitation 2596

Appendix B – Required Forms

Required Forms – Table of Contents

The following required forms are to be submitted with the proposer's proposal. The forms include:

- ☐ Contractor Information Page
- ☐ Corporate Acknowledgement (must be notarized)
- ☐ Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)
- ☐ Offerer Disclosure of Prior Non-Responsibility Determinations
- ☐ Offerer's Certification of Compliance with State Finance Law §139-k(5)
- ☐ NYS Required Certifications
 - Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles
 - Non-Collusive Bidding Certification
 - Diesel Emission Reduction Act
 - Executive Order No 177 Certification
 - State Finance Law § 139-l Certification
 - Small Business Certification
- ☐ Certification Under Executive Order No. 16- Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
- ☐ ST-220 -TD Taxation & Finance Contractor Certification
(Submitted directly to Taxation & Finance)
- ☐ ST-220 -CA Taxation and Finance Covered Agency Certification
- ☐ EEO 100- Equal Employment Opportunity Staffing Plan
- ☐ Contract Consultant Forms A and B

Contractor Information

Solicitation Number **2596**

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).

Authorized Signature		Date	
Print Name		Title	
Company Name			
Federal ID Number		NYS Vendor ID Number	
Address			
City	State	Zip	County
Telephone Number	Ext	Toll Free Telephone	Ext
Fax Number		Toll Free Fax Number	
Email of Designated Contact			

Please identify if any of the following apply:

New York State Small Business as defined in Executive Law Section 310(20) and as detailed in the "New York State Required Certifications" included in Appendix B herein.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
New York State Certified Minority Owned Business	<input type="checkbox"/> Yes	<input type="checkbox"/> No
New York State Certified Woman Owned Business	<input type="checkbox"/> Yes	<input type="checkbox"/> No
New York State Certified Service-Disabled Veteran-Owned Business	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will New York State Businesses be used in the performance of this contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, identify New York State Business(es) that will be used; (Attach identifying information).		
Does your proposal meet all the requirements of this solicitation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<p>Is your firm making a claim that any portions of its bid should be exempt from release under the Freedom of Information Law, as they constitute trade secrets, or information the disclosure of which would cause a substantial injury to your firm's competitive position? (Please review the clause entitled "Freedom of Information Law / Trade Secrets" of this Solicitation before answering).</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>If "Yes", please identify the specific portions of your bid for which you are claiming this exemption, and the reasons for such claimed exemption. Attach additional sheets, if necessary</p>		

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:

[Check One]

☒ **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 the _____ 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. _____
State of: _____

Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)

New York State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).			
Authorized Signature		Date	
Print Name		Title	
Company Name			
Address			
	State	Zip	

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law

§139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract			
Address			
City	State	Zip	
Person Submitting this Form	Title	Date	2596 Contract Procurement Number

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?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
<i>If yes, please answer questions 2-4 before proceeding to question 5. If no, please go to question 5.</i>		
2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j	<input type="checkbox"/> No	<input type="checkbox"/> 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?	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	
	<input type="checkbox"/>	<input type="checkbox"/>
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?	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)

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

By: _____ Date: _____
Signature

Offerer's Certification of Compliance with State Finance Law §139-k(5)

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

Offerer Certification:			
<i>I certify that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.</i>			
Authorized Signature		Date	
Print Name		Title	
Company Name			
Address			
City	State	Zip	

Procurement Lobbying Termination

The Office of General Services reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of General Services may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

NYS REQUIRED CERTIFICATIONS

Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles

In accordance with Section 165 of the State Finance Law, 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 ☐ No ☐ Yes , and if yes:
2. shall take lawful steps in good faith to conduct any business operations 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 compliance with such principles.
☐ No ☐ Yes

Non-Collusive Bidding Certification

In accordance with Section 139-d of the State Finance Law, by submitting its bid each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

In the event that the Bidder is unable to certify as stated above, the Bidder shall provide a signed statement which sets forth in detail the reasons why the Bidder is unable to furnish the certificate as required in accordance with State Finance Law § 139-d(1)(b).

Diesel Emission Reduction Act

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the "Law") it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations

set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

Executive Order No. 177 Certification

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.

State Finance Law § 139-I Certification

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

If the bidder cannot make the foregoing 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.

Small Business Certifications

State Finance Law § 163(1)(j) (Authorizes Award of Quantitative Factor Credit for Small Business Status in Evaluation for Best Value Contracts)

For purposes of New York State Finance Law § 163(1)(j), the contractor certifies that it:

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

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

"Small Business" is defined under New York State Executive Law § 310(20) as a business that:

- A. has a significant business presence in New York demonstrated through one of the following:
 - 1. pays taxes in New York State, or
 - 2. purchases New York State products or materials, or
 - 3. has any payroll in New York State
- B. is independently owned and operated;
- C. is not dominant in its field; and,
- D. employs less than 300 persons.

State Finance Law § 163(6) (Authorizes Discretionary Purchases of Commodities or Services from Small Business Concerns)

For purposes of New York State Finance Law § 163(6), the contractor certifies that it:

☐ **IS NOT** a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

☐ **IS** a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

"Small Business Concern" or "Small Business" is defined under New York State Finance Law § 160(8) as a business that:

- A. is resident in New York State;
- B. is independently owned and operated;
- C. is not dominant in its field; and
- D. employs 100 or less persons.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Certifications document and that all information provided is complete, true and accurate.

Authorized Signature		Date	
Print Name		Title	
Company Name			
D/B/A – Doing Business As (if applicable)			
Address			
City	State	Zip	

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.

Authorized Signature		Date	
Print Name		Title	
Company Name			
Address			
City	State	Zip	

NYS Department of Taxation and Finance - FORMS

CONTRACTOR CERTIFICATION (ST-220-TD 12/11)
CONTRACTOR CERTIFICATION TO COVERED AGENCY
(ST-220-CA 12/11)

**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 <input type="checkbox"/> No <input type="checkbox"/> Unknown at this time <input type="checkbox"/>			

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. _____

**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		
Contractor's mailing address (if different than above)					
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:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- 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

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.

(518) 457-5181.



EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

General instructions: Contact the Designated Contact(s) for the solicitation if you have any questions. **All Offerors** must complete an EEO Staffing Plan (EEO 100) 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 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 total work force, the Offeror shall complete this form for the contractor's total work force. Subcontractors awarded a subcontract over \$25,000 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 must complete this form upon request of OGS.

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 if the work force being reported is just for the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading "Work force by Gender."
6. Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethnic Identification." 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 report, 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.

AMERICAN INDIAN OR ALASKAN NATIVE (Not of Hispanic Origin) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.



Office of
General Services

Office of Minority and Women-Owned
Businesses & Community Relations

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

SUBMIT WITH BID OR PROPOSAL or within a reasonable time thereafter as requested by OGS, but prior to Contract Award.

Solicitation No.: 2596	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Report includes Contractor's <input type="checkbox"/> Contractor's work force to be utilized on this contract <input type="checkbox"/> Contractor's total work force <input type="checkbox"/> Subcontractor's work force to be utilized on this contract <input type="checkbox"/> Subcontractor's total work force
Contractor/Subcontractor's Name:		
Contractor/Subcontractor's Address:		
FEIN:		

Enter the total number of employees for each classification:

EEO Job Category	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		American Indian or Alaskan Native (M) (F)		Veteran (M) (F)		(M)	(F)
Executive/Senior level Officials & Managers																	
First/Mid-level officials & Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Administrative Support Workers																	
Craft Workers																	
Operatives																	
Laborers and Helpers																	
Service Workers																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):		

Employee Information To Be Reported By Certain Consultant Contractors

Instructions for Completing Form A and B

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

Form A - Contractor's Planned Employment (to be completed and submitted with bid/quote)

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

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

- **Number of Employees:** enter the total number of employees in the employment category to be employed to provide services under the contract including part time employees and employees of subcontractors.
- **Number of hours:** enter the total number of hours to be worked by the employees in the employment category.
- **Amount Payable under the Contract:** enter the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category.

Form B – Contractor's Annual Employment Report. (to be completed by May 1st of each year for each consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year and submitted to the Department of Civil Service, Office of the State Comptroller and Office of General Services)

- **Scope of Contract:** choose a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract.

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

- **Number of Employees:** enter the total number of employees in the employment category employed to provide services under the contract during the report period, including part time employees and employees of subcontractors.
- **Number of hours:** enter the total number of hours worked during the report period by the employees in the employment category.
- **Amount Payable under the Contract:** enter the total amount paid by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the report period.

OSC Use Only:

Reporting Code:

Category Code:

Date Contract Approved:

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

State Agency Name:

Agency Code:

Contractor Name:

Contract Number:

Contract Start Date: / /

Contract End Date: / /

O*Net Employment Category (see O*Net on-line at online.onetcenter.org)	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature:

Date Prepared: / /

(Use additional pages, if necessary)

Page of

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

Contracting State Agency Name:	Agency Code:
Contract Number:	
Contract Term: / / to / /	
Contractor Name:	
Contractor Address:	
Description of Services Being Provided:	

Scope of Contract (Choose one that best fits):

Analysis ☐ Evaluation ☐ Research ☐ Training ☐
Data Processing ☐ Computer Programming ☐ Other IT consulting ☐
Engineering ☐ Architect Services ☐ Surveying ☐ Environmental Services ☐
Health Services ☐ Mental Health Services ☐
Accounting ☐ Auditing ☐ Paralegal ☐ Legal ☐ Other Consulting ☐

O*Net Employment Category (see O*Net on-line at online.onetcenter.org)	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report:

Preparer's Signature: _____

Title: _____ Phone #: _____

Date Prepared: / /

Use additional pages if necessary)

Page of

RFP Appendix C

Sample Contract

Solicitation No. 2596

NEW YORK STATE BOARD OF ELECTIONS
AGREEMENT FOR
INDEPENDENT TESTING AND AUTHORITY SERVICES FOR VOTING
SYSTEM EXAMINATION AND CERTIFICATION TESTING
WITH
(CONTRACTOR)

CONTRACT #BOE01-C00XXXX-1110000

THIS AGREEMENT, made this ____ day of _____, 2023 by and between the People of the State of New York, acting by and through the Co-Executives of the NYS Board of Elections, whose office is on the 5th floor, Ten Eyck Plaza, 40 North Pearl Street, Albany, NY 12207 (hereinafter "Co-Executives", "BOE" or "State"), and (Company Name), (hereinafter "Contractor"), with an office at _____.

WITNESSETH:

WHEREAS, BOE is responsible for the Independent Testing and Authority Services for Voting System Examination and Certification Testing and in fulfilling its responsibility deems it necessary to obtain independent testing and authority services for voting system examination and certification testing therefore, and

WHEREAS, OGS has determined after having solicited proposals from proposers willing to supply these services, that the Contractor submitted the proposal affording the State the best value for such services and that the Contractor possesses the necessary capacity, experience and expertise for provision of independent testing and authority services for voting system examination and certification testing, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. CONSIDERATION

BOE shall pay the Contractor for all independent testing and authority services for voting system examination and certification testing fees and other fees and expenses in accordance with the amounts and rates put forth in the Contractor's proposal attached hereto as Appendix "C", which Appendix C is hereby incorporated by reference and made a part hereof as fully as if set forth as

length herein. This contract will be established with a not to exceed value of \$ _____. Services performed beyond this amount will not be compensated.

2. TERM

This Agreement shall commence on October 31, 2023 and will be in effect for five years unless sooner terminated as herein specified.

3. SERVICES

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Request for Proposal No. 2596, which is annexed as Appendix "B" hereto, and the Contractor's proposal, annexed as Appendix "C" hereto, except as such Appendices B and C have been revised by the terms hereof. Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

4. TERMINATION

This Agreement may be terminated in accordance with the termination provisions set forth in the solicitation attached hereto as Appendix B hereof.

5. RECORDS

The Contractor will maintain accurate records and accounts of services performed and monies expended under this Agreement. Such records will be maintained for six years following the close of the State fiscal year to which they pertain and will be made available to representatives of BOE or the New York State Comptroller, as may be necessary for auditing purposes, upon request.

6. TAXES

The Contractor will be responsible for all applicable Federal, State and Local taxes and all FICA contributions.

7. INDEPENDENT CONTRACTOR

It is understood and agreed that the legal status of the Contractor, its subcontractors, agents, officers and employees is that of an independent contractor and in no manner shall they be deemed employees or agents of the State of New York and, therefore, are not entitled to any of the benefits associated with such employment or designation.

8. APPENDIX A

Appendix A, Standard Clauses for New York State Contracts, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein.

9. ASSIGNMENT

Contractor agrees that it will not assign this Agreement, or any interest therein without the prior written consent of the Co-Executives of the Board of Elections.

10. LAW

This Agreement shall be governed by the laws of the State of New York.

11. CONDITIONS PRECEDENT

This Agreement shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the State Comptroller.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

13. EXECUTORY CLAUSE

This Agreement shall be deemed executory only to the extent of money available to the State for performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for purposes thereof.

14. INCONSISTENCIES

In the event of any discrepancy, disagreement or ambiguity between this contract agreement and Appendix B "Solicitation" and/or Appendix C "Proposal", or between any Appendices, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

1. Appendix A
2. This Contract Agreement
3. Appendix B – Solicitation #2596 including Addenda
4. Appendix C – Contractor's Proposal

The parties understand and agree that any and all deviations or exceptions taken by Contractor to the State's Request for Proposal are hereby withdrawn except only to the extent that such exceptions or deviations have been explicitly incorporated into this contract agreement.

15. FORCE MAJEURE

Neither party hereto will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

16. ASSIGNMENT BY STATE

The State agrees not to assign this Agreement without prior notice to and reasonable consent of the Contractor provided, however, that this Agreement may be assigned without such consent to another agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the pertinent functions of BOE as an agency are transferred to a successor agency or subdivision of the State.

17. NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, overnight carrier or hand delivered, (i) if to the State, addressed to the State at its address set forth above, and (ii) if to Contractor, addressed to Contractor at its address set forth above. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving 15 days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

18. CAPTIONS

The captions contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

19. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

20. INFORMATION SECURITY BREACH

In accordance with the Information and Security Breach Notification Act (ISBNA) (Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005), a Contractor with BOE shall be responsible for all applicable provisions of the ISBNA and the following terms herein with respect to any private information (as defined in the ISBNA) received by or on behalf of BOE under this Agreement.

- Contractor shall supply BOE with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as BOE's notification policy.
- Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.
- Contractor must ensure that private data elements are encrypted in transit to / from their systems.
- In general, contractor must ensure that private data elements are not displayed to users on computer screens or in printed reports; however, specific users who are authorized to

view the private data elements and who have been properly authenticated may view/receive such data.

- Contractor must monitor for breaches of security to any of its systems that store or process private data owned by BOE.
- Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from BOE.
- In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify BOE and commence an investigation in cooperation with BOE to determine the scope of the breach.
- Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.
- Contractor shall immediately notify BOE following the discovery that BOE's system security has been breached.
- Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from BOE prior to notifying the individuals whose personal identity information was compromised by the breach of security, the New York State Chief Information Security Office, the Department of State Division of Consumer Protection, the Attorney General's Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.
- Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.
- This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

21. CONTRACTOR RESPONSIBILITY

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Co-Executives of BOE, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Co-Executives of BOE, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question 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 the Co-Executives of BOE issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate BOE officials or staff, the Contract may be terminated by the Co-Executives of BOE at the

Contractor's expense where the Contractor is determined by the Co-Executives of BOE to be non-responsible. In such event, the Co-Executives of BOE may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

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

SAMPLE

CONTRACT NO. BOE01-C00XXXX-1110000

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Agency Certification

"In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

(Company Name)

THE PEOPLE OF THE STATE OF NEW YORK

By: _____
Name:
Title:
Federal I.D. No.:
Date:

By: _____
Name:
Title:
Date:

APPROVED AS TO FORM

APPROVED

Attorney General

State Comptroller

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 20_, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Sample Contract

Appendix A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**[Text not included at this time because it is included
elsewhere in the solicitation. Will be added when contract
is finalized]**

Sample Contract

Appendix B

Request for Proposal

SAMPLE

Sample Contract

Appendix C

Contractor's Proposal

SAMPLE

RFP 2596

Appendix D

Insurance Requirements

Insurance Requirements

The Bidder shall be required to procure, at its sole cost and expense, all insurance required by this Attachment.

The Bidder shall be required to provide proof of compliance with the requirements of this Attachment, as follows:

- Proof of Workers' Compensation and Disability Benefits Insurance shall be provided at the time of Bid submission for contractor's employees;
- Proof of all other insurance required by Section B below shall be provided in accordance with the provisions hereof;
- After award, the Contractor shall be required to provide proof of all insurance after renewal or upon request according to the timelines set forth in Section A.13 below.

Contractors shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this Solicitation, policies of insurance as required by this Attachment. All insurance required by this Attachment shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Attachment should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. OGS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Bidders and Contractors shall deliver to OGS evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation in a form satisfactory to OGS. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by OGS does not, and shall not be construed to, relieve Bidders or Contractors of any obligations, responsibilities or liabilities under this Solicitation or any Contract resulting from this Solicitation.

The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

A. General Conditions Applicable to Insurance

All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation shall comply with the following requirements:

1. **Coverage Types and Policy Limits.** The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B *Insurance Requirements* below.
2. **Policy Forms.** Except as otherwise specifically provided herein, or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Attachment shall be written on an occurrence basis.
3. **Certificates of Insurance/Notices.** Bidders and Contractors shall provide OGS with a Certificate or Certificates of Insurance, in a form satisfactory to OGS as detailed below, and pursuant to the timelines set forth in Section A.13. below. Certificates shall name **The New York State Office of General Services, Agency Procurement Office, 32nd Floor, Corning Tower, Empire State Plaza, Albany, New York 12242** as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to OGS and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section:
Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

OGS generally requires Contractors to submit only certificates of insurance and additional insured endorsements, although OGS reserves the right to request other proof of insurance. Contractors should refrain from submitting entire insurance policies, unless specifically requested by OGS. If an entire insurance policy is submitted but not requested, OGS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by OGS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.

4. Primary Coverage. The Commercial General Liability and Business Automobile Liability policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Office of General Services, the State Board of Elections and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Office of General Services, the State Board of Elections and their officers, agents, and employees shall be excess of and shall not contribute with the Bidder/Contractor's insurance.

5. Breach for Lack of Proof of Coverage. The failure to comply with the requirements of this Attachment at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Office of General Services, the State Board of Elections and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.

6. Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from OGS. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.

7. Subcontractors. Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Attachment and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section A.13. below, as applicable, and shall be provided to OGS upon request. For subcontractors that are self-insured, the subcontractor 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 subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.

8. Waiver of Subrogation. The Commercial General Liability and Business Automobile Liability and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the

insurer's right of subrogation against The People of the State of New York, the New York State Office of General Services, the State Board of Elections and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Office of General Services, the State Board of Elections and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Office of General Services, the State Board of Elections and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

9. Additional Insured. The Contractor shall cause to be included in each of the Commercial General Liability and Business Automobile Liability policies required below coverage for on-going work and operations naming as additional insureds (via ISO coverage forms CG 20 10 12 19 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): The People of the State of New York, the New York State Office of General Services, the State Board of Elections and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to OGS pursuant to the timelines set forth in Section 13 below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. 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 to pursuant to this Attachment had the Contractor obtained such insurance policies.

10. Excess/Umbrella Liability Policies. Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.

11. Notice of Cancellation or Non-Renewal. Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide OGS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.

12. Policy Renewal/Expiration Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to OGS. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided to OGS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by OGS.

13. Deadlines for Providing Insurance Documents after Renewal or Upon Request. As set forth herein, certain insurance documents must be provided to the OGS Agency Procurement Office contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to OGS as soon as possible but in no event later than the following time periods:

- For certificates of insurance: 5 business days
- For information on self-insurance or self-retention programs: 15 calendar days
- For other requested documentation evidencing coverage: 15 calendar days
- For additional insured and waiver of subrogation endorsements: 30 calendar days
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: 5 business days from request or renewal

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such

documents from its insurer and submit them to OGS, OGS shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

B. Insurance Requirements

Bidders and Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at their own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater:

Insurance Type		Proof of Coverage is Due
Commercial General Liability	\$1,000,000 each occurrence	Upon notification of award and updated in accordance with Contract
General Aggregate	\$2,000,000	
Products – Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
Professional Liability	\$2,000,000	
Business Automobile Liability Insurance	\$1,000,000 each occurrence	With bid submission
Workers' Compensation		
Disability Benefits		

1. Commercial General Liability Insurance: Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage.

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate
- Products – Completed Operations Aggregate
- Personal and Advertising Injury
- Each Occurrence

Coverage shall include, but not be limited to, the following:

- Premises liability arising from operations;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under the Contract;
- Cross liability for additional insureds; and
- Products/completed operations for a term of no less than one (1) year, commencing upon acceptance of the work, as required by the Contract.

2. Professional Liability: Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services (i.e. professional services, product testing). This policy shall cover, but is not limited to:

- Inaccurate testing or reporting;
- Professional misconduct or lack of skill defined in the Scope of Services of this contract and as required by an ITA appropriately certified by the NASED; and
- Non-compliance with the requirements of New York State Election Law and Regulations, and the VVSG versions 1.1 and 2.0.

If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than one year

from the time work under this Contract is completed. Written proof of this extended reporting period must be provided to OGS prior to the policy's expiration or cancellation.

3. Business Automobile Liability Insurance: Such insurance shall cover liability arising out of any automobile used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles 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, 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 the Contract on a form provided by OGS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

In the event that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, but the Contractor does hire and/or utilize non-owned automobiles in connection with performance under the Contract, the Contractor must: (i) obtain Business Automobile Liability Insurance as required by this Solicitation or any Contract resulting from this Solicitation, 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, on a form provided by OGS. If, however, during the term of the Contract, the Contractor acquires or leases any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this Attachment and provide proof of such coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

4. Workers' Compensation Insurance and Disability Benefits Requirements:

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

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.buinesssexpress.ny.gov);
- Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to OGS 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 OGS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance*

Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.businessexpress.ny.gov);

- Form DB-120.1, Certificate of Disability Benefits Insurance, sent to OGS by the Contractor's insurance carrier upon request; or
- Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov/content/main/Employers/requirements-businesses-applying-government-permits-licenses-contracts.pdf>.

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

Appendix E – M/WBE and EEO Requirements

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), the New York State Office of General Services (“OGS”) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) 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 agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS 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 MWBEs. 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”) or other applicable federal, State, or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

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 all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.
 - 1. Contractor and subcontractors 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. This requirement does not apply to: (i) the performance of work or the provision of

services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 – Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS 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.

C. Form EEO - 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")

1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.

2. Separate forms shall be completed by Contractor and all subcontractors.

3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

D. Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. 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 and conviction and prior arrest.

IV. Contract Goals

A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed

at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

B. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

V. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/mwbe/forms>

RFP ATTACHMENT 2 –

DIVERSITY PRACTICES QUESTIONNAIRE
(DP-Questionnaire)

1) Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives?

_____ No.

_____ Yes.

If yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals within the last fiscal year (use additional sheets if necessary):

2) What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority or women-owned business enterprises ("MWBEs") as subcontractors, suppliers, joint-venturers, partners or other similar arrangement, for the provision of goods or services to your company's clients or customers?

_____ %.

Provide evidence to support this such as audited financial statements, copies of cancelled checks, certified statements from certified MWBEs confirming payment, etc.

3) What percentage of your company's overhead (i.e., those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to MWBEs as suppliers/contractors?

_____ %.

Provide evidence to support this such as audited financial statements, copies of cancelled checks, certified statements from certified MWBEs confirming payment, etc.

4) Does your company provide technical training¹ to minority- or women-owned business enterprises?

_____ No.

_____ Yes.

¹ Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics related specifically to their industry, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

If yes, provide the title and description of all technical program (must relate solely to your industry), duration (hours/weeks/months), number of NYS certified MWBEs participating and number of persons employed by NYS certified MWBEs trained within the last fiscal year (use additional sheets if necessary):

5) Is your company participating in a government-approved minority- or women-owned business enterprise mentoring program?

_____ No.

_____ Yes.

If yes, provide the name, title, description of the mentoring program, including time and resource commitments, government agency involved in regulating the program, how the mentee meaningfully participates in the delivery of contract requirements, the names of all mentee organizations involved in the program within the last fiscal year as well as copies of all such mentee programs including terms, agreements, expectations and metrics for success of the mentoring program (use additional sheets if necessary):

6) Does your company include specific quantitative goals for the utilization of minority- or women-owned business enterprises in its non-government procurements?

_____ No.

_____ Yes.

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained within the last fiscal year.

7) Does your company have a formal minority- or women-owned business enterprise supplier diversity program?

_____ No.

_____ Yes.

If yes, provide a description of the supplier diversity programs including requirements for participation, elements of the program, outreach, training and education efforts by your company to increase participation or capacity of minority- and women-owned business enterprises and the

names and address of such businesses and the activities conducted within the last fiscal year (use additional sheets if necessary):

8) Does your company plan to enter into partnering or subcontracting agreements with New York State certified MWBEs to carry out your obligations under the Contract, if selected as the successful bidder?

_____ No.

_____ Yes.

If yes, and if the Solicitation for this procurement includes MWBE goals, complete a Utilization Plan on Form MWBE 100, and submit with the Bid as required in the Solicitation. This form is available at: <http://ogs.ny.gov/MWBE/Forms.asp>

If yes, but there are no MWBE goals in the Solicitation, identify the following for **each** MWBE you plan to utilize on the awarded Contract (add additional pages if necessary):

MWBE Subcontractor/Supplier Name: _____

Name of the person you contacted within that MWBE Company: _____

MWBE address: _____

MWBE phone number: _____

MWBE email address: _____

Whether MBE or WBE (if dual certified select only one): _____

MWBE Federal Employer Identification Number: _____

Detailed description of the commercially useful work to be provided by the MWBE:

Estimated % of the value of the resulting contract work to be performed by the MWBE: _____

PLEASE NOTE: If there were no MWBE goals identified within the Solicitation and Bidder is awarded points during the evaluation for its response to Question 8, Bidder agrees that, if awarded a Contract, the information Bidder provided regarding the utilization of MWBEs on the Contract shall be used to set an MWBE goal on the awarded Contract. Bidder further agrees that it will submit to OGS, within five business days of request, a Utilization Plan on Form MWBE 100 confirming Bidder's agreement to make good-faith efforts in the utilization of MWBEs to

meet that MWBE goal during the term of the awarded Contract. Failure to submit the completed Form MWBE 100 as required may delay or prevent award of a Contract.

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and/or debarment in accordance with Executive Law § 316.

Signature of
Owner/Official

Printed Name of
Signatory

Title

Name of Business

Address

City, State, Zip

Date

STATE OF

COUNTY OF _____) ss:

On the _____ day of _____, 201_, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on this certification, the individual, or the person upon behalf of which the individual acted, executed this certification.

Notary Public

RFP 2596

Exhibit A

Proposer Viability Requirements

1. Proposer Information

This section outlines how the proposer should provide all relevant information regarding project organization and the proposer's unique capabilities. Both the documentation of proposer's internal practices and satisfaction of its customer base are an essential part of the State's evaluation process.

Important Note: If the response to the RFP includes more than one company, please be sure to include information for all companies in the relevant answers to this section. For example, if two companies partnered in the response, include both company's information in all the relevant sections such as team roles, financials, experience, etc.

The selected firm should demonstrate a solid and effective approach to accomplishing the objectives of the project. This includes the use of project management methods, methodologies for defining business requirements, and approaches to deploying staff resources. To demonstrate this, proposers will submit a specific description of their approach to all portions of the project, as outlined below. For each of the sections below the proposer is expected to copy each of the tables and include them, with their response, in their technical proposal

2. Acknowledgement of Understanding of Differences Between VVSG and NYSBOE Requirements

The proposer must provide a statement acknowledging that they are expected to test to all applicable Voluntary Voting System Guidelines (VVSG) and New York State election law and regulations as proposed herein.

3. List of Providers

Please indicate the company name(s) that will furnish the services below (If necessary, insert extra rows).

Independent Testing Authority Services Provider –
Prime Contractor

Independent Testing Authority Services – Sub-
Contractor(s)

4. Contact Information

Subcontractors may be used to perform work under this contract. The substitution of one subcontractor for another may be made only at the discretion of the State and with prior written approval from the NYSBOE Project Manager. Proposers will be responsible for the subcontractors meeting all terms and conditions of the specifications.

This section must be completed for proposer and all subcontractors included in the proposal.

Company Name

Local Address

Corporate Headquarters Address

Company Website Address

Contact Representative Name and Title

Representative Phone and E-mail

Note: Proposers should note that they do not need to subcontract with certified labs, as such. The proposers themselves are to be certified or meet the other qualifications set forth in this RFP, and will be the responsible party. It is not necessary to enter into a subcontract agreement with a lab at this time, however it is necessary to provide the contact information as required in this section of the RFP with respect to any and all subcontractors with whom the proposer anticipates entering into work agreements, in order of preference. The list of potential subcontractors should be broad, as under Section 6.9 of the RFP, it is impermissible to subcontract with any firm not identified in

the proposer's original proposal without written consent of NYSBOE. As for substitutions, they are allowed. As stated above, one subcontractor may be substituted for another, subject to written approval by the NYSBOE.

5. Qualifications

Proposer Unique Qualifications
<p>The proposer shall provide proof of accreditation by the EAC or NASED preferably upon submission of proposal but no later than the date of contract signature, or provide such other documentation for the consideration of the State Board, as specified in this RFP.</p> <p>The proposer shall Identify any additional qualifications they bring to this project. Explain what differentiates its services from others in the market.</p>

6. Prior Experience

Please indicate the general and organizational experience related to this RFP.

Special mention shall be made of direct supervisors and key personnel (including managers, leads, and similarly titled positions), and the approximate percentage of the total time each will be available for this program.

Prior Experience
<p>Does the proposer have demonstrated experience in completing similar projects on time and within budget?</p> <p><u>General Experience:</u> General experience is defined as general background, experience and qualifications of the proposer. A discussion of proposed facilities which can be devoted to the project may be appropriate.</p> <p><u>Organizational Experience Related to the RFP:</u> Organizational experience is defined as the accomplishment of work, either past or on-going, which is comparable or related to the effort required by this RFP. This includes overall proposer or corporate experience.</p>
<p>Do the individuals assigned to the project have experience on similar projects?</p> <p>For key staff proposed, proposers shall include narrative referencing the staff's experience with similar work. Proposers shall also include in their response detailed resumes for these key staff. Resumes should include: employment history, summaries of each position held and project managed, and the candidate's skills and experiences within the context of the assignments/skill sets contained in this RFP. The resume must support the requirements as described or the candidate may be deemed unqualified.</p> <p>The proposer must include a resume for its proposed Project Manager. It is desirable for the Project Manager's experience to meet the following criteria:</p> <ul style="list-style-type: none">• Certification as a Project Management Professional.• Six (6) years experience in overseeing medium scaled projects comprised of sub-projects and distinct deliverables, and typically coordinating and delegating the assignments for the project staff.• Experience using project management tools. <p>Note: When a proposer submits a proposal with their prospective candidates' resumes, NYSBOE will assume that each candidate, whether a direct employee or subcontractor, <u>has agreed, prior</u> to the proposal submission, to perform the services for which their name and resume has been submitted. Information contained on the candidate's resume may be used to verify portions of the Qualifications and Experience Requirements.</p>

Prior Experience	
Describe the adequacy of staff, methodology, tools and resources; quality and appropriateness of technical or support staff; and past performance of the organization relevant to this project.	
<p>The proposer should describe its relationship with the proposed subcontractors – specifically whether it has worked with the subcontractor in prior testing work. In addition, If the proposer has worked with subcontractor(s) please describe at a minimum:</p> <ul style="list-style-type: none"> • type of work performed; • duration of engagement together; • when it occurred. 	
The proposer should discuss its customer base including a profile of geographical areas served, customer size, and type of solutions and services provided.	
<p>If subcontractors are proposed, proposer must include a commitment letter with their proposal from each subcontractor detailing:</p> <ul style="list-style-type: none"> • Willingness to perform as a subcontractor for specific duties (list duties). • Statement that should contract be awarded to Primary ITA Contractor, subcontractor will be prepared to begin operations on or about the date stated under RFP, Cover Letter. • What priority the work will be given and how it will relate to other work. • The amount of time and facilities (types, names and addresses for each) available to this project. <p><u>Subcontracting arrangements should be clearly detailed in the proposal.</u></p>	

7. Sample Documents

The ITA Contractor shall provide sample test plans and other supporting documentation, as required for EAC accreditation, including but not limited to:

- Master Test Plan
- Individual Voting System Security Test Plan
 - Functional
 - Source code
- Individual Voting System Test Plan
 - Functional
 - Source code
 - Environmental hardware
 - Usability
- Quality assurance plan/process

Note: The documents referred to in the RFP include all documents submitted in support of your receipt of accreditation as an ITA, or those in support of the NYSBOE's consideration of your status as an ITA, specifically to the the VVSG (Versions 1.1 and 2.0). Please feel free to submit any additional documents relevant to the RFP, but you may identify trade secrets or confidential subject matter if it is truly confidential. Note that all responses to the

RFP may become a matter of public record. Refer to NYSBOE website for Voting Systems Standards Part 6029. (A) and 6029.6 (F) 3 (n) at:

<http://www.elections.ny.gov>

and also to RFP Section 6.6 Freedom of Information Law (FOIL). For additional information refer to FOIL regulations at:

<http://www.ogs.ny.gov/About/Freedom.asp>

8. Customer References for Proposers

Proposers are required to list (2) proposer references, including contact information for testing projects that the proposer has completed.

Contact	Project Description
Organization Description; Entity Name; Contact Name; Contact E-mail Address; Contact Telephone Number;	Project Description; Project Scope; Project Objectives; Original Contract Value; Final Contract Value; Products and Services Rendered to Organization; Project Duration/Dates; Project Status and Outcome; Proposed Personnel Involved

Note: Proposers are prohibited from presenting manufacturers of voting machines as references.

9. Customer References for Subcontractors

If subcontractors are to be used, proposers are required to list (2) references for each sub-contractor, including contact information for testing projects that the sub-contractor has completed.

Contact	Project Description
Organization Description; Entity Name; Contact Name; Contact E-mail Address; Contact Telephone Number;	Project Description; Project Scope; Project Objectives; Original Contract Value; Final Contract Value; Products and Services Rendered to Organization; Project Duration/Dates; Project Status and Outcome; Proposed Personnel Involved

Note: Proposers are prohibited from presenting manufacturers of voting machines as references.

10. Conflict of Interest

Conflict of Interest
<p>Each proposer and sub-contractor shall include a statement indicating whether or not the organization or any of the individuals proposed to work on the contract has a possible conflict of interest and, if so, the nature of that conflict. <u>Additionally, the proposer shall provide a “certification” that the laboratory maintains and enforces policies that prohibit and prevent conflicts of interest or perceived conflicts of interest and provide copies of those policies.</u></p> <p>Specifically prohibited conflicts include:</p> <ul style="list-style-type: none">• The holding by a lab employee, their spouse or dependent children, of any financial stake in a voting system manufacturer;• Being involved with the development of any voting system or system component which might come undertest;• Providing consulting services to a manufacturer that would compromise the independence of the testing process; and a prohibition on soliciting or receiving gifts, directly or indirectly from a voting system manufacturer. <p>Further, the proposer shall also provide a “certification” that it conducts background checks (see Section 6.21) on all</p>

employees proposed for this engagement (NYSBOE reserves the right to examine the results of such checks for staff proposed for the project).

Note: The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the proposer. The State's determination regarding any questions of conflict of interest shall be final.

11. Project Management Services

The NYSBOE will provide a Project Manager who will maintain and manage the overall timeline (using Microsoft Project Plan) for the complete project to certify voting systems in New York State. It is possible that periodically, certain deadlines may be mandated by Federal Court rulings, in which case the vendor will be required to ensure that their implementation plan and schedule comply with these potential deadlines.

The State requires that the prime contractor take responsibility for providing project management and implementation services for all proposed systems and applications under their control. The prime contractor is expected to guarantee the successful, timely completion of the project.

12. Project Management Plan

Requirement
Relationship Management - Identify an individual to be the Project Manager for the Contract. Discuss treatment of account management, status reporting, performance review meetings (at least monthly), contract management, audits, planning, setting priorities and handling service requests (e.g. a report, assessment or other similar task which is requested based upon information shared/learned during a status conference call, or from another jurisdiction using the same or similar system or from the review of a deliverable).
Problem Management - Explain your proposed process for problem management including: problem logging, problem prioritization, problem resolution, tracking of unresolved problems, problem escalation procedures, and problem closeout and reporting practices.

Quality Management - Explain your proposed quality assurance and testing practices. Explain your internal quality management program. This should include reference to the use of any specific methodologies, as well as the receipt of any quality certification(s).

Detailed Work Plan - The proposer must include a detailed work plan indicating how each of the deliverables is to be accomplished. The proposer's technical proposal should be in as much detail as necessary to fully explain the proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken, and must include information on how the project is to be organized, staffed, and managed.

The State reserves the right to modify the proposed implementation plan based on its evaluation of the proposal or during the course of the project. As the detailed test plans are completed, realignment of the priorities may be necessary. The contractor shall have input into the decision process on realignment of priorities.

13. Summary of Proposed Implementation - Team Roles and Responsibilities

The proposer should demonstrate that it employs a competent team of people that are readily available to work on this project. All proposed key project personnel, including subcontractor staff, must be identified in the proposal. The State reserves the right to prior approve or disapprove any change in the successful proposer's project team members whose participation is specifically offered in the proposal. This is to assure that persons with vital experience and skill are not arbitrarily removed from the project by the prime contractor.

The proposer will provide a Project Manager to coordinate all necessary tasks as defined in this scope of work through a collaborative effort with NYSBOE staff and managers.

The proposer will be required to provide sufficient functional and technical resources with the necessary knowledge and skills to complete the work defined in this scope in collaboration with NYSBOE. The Project Manager will be responsible for ensuring that all groups have the necessary understanding of the requirements. Regular project-centered meetings will be held by the Project Manager to ensure the effective and collaborative management of all projects and project components. (See Section 5.4)

The management staff provided by the proposer will work collaboratively with NYSBOE to set the direction and develop approaches for accomplishing the particular tasks.

The proposer's management resources should provide the following knowledge, skills and experience:

- Experience with project management methodology and quality assurance processes.
- Experience leading teams that successfully complete multiple, tangible deliverables.
- Experience leading teams with wide-ranging staff skill levels. Experience developing the skills and abilities of staff.
- Possession of strong leadership, interpersonal and problem resolution skills, as well as excellent organizational and communication skills.

Each person's role must be identified and documented in the following format:

Proposer Team Roles
Provide a list of the names, positions, on-site hours per month and duration of assignment for each of your personnel that may be assigned to the project.

Please provide a diagram of the proposed project staffing structure (showing proposer, subcontractor and expected State team resources)

14. Project Team Continuity

Describe your plan for maintaining continuity in the composition of the project team.

15. NYSBOE Team Roles

In the table below list each NYSBOE **project** team role that may be required to assist in the completion of the deliverables. Include team role, number of people assigned to role, a brief description of tasks, estimated number of staff hours per role per month, and duration of the project required. Add additional rows as necessary.

Role/Type	No. of Staff	Task Description	Hours Per Month	Duration

16. NYSBOE Responsibilities

Describe the resource roles and level of effort required of NYSBOE to ensure a successful implementation.

RFP 2596

Exhibit B

Security/Confidentiality

Security/Confidentiality

Contractor warrants, covenants and represents that it will fully comply with all security procedures of the State in performance of the Contract.

Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, subcontractors, officers, or employees in the course of performing its obligations, including without limitation, security procedures, passwords, business operations information, or other third party commercial proprietary information, records or data which is accessed or made accessible to Contractor as necessary for Contractor to complete work under the Contract ("confidential information"), will not be divulged during the Contract term and for a period of five years thereafter in any manner to any party by Contractor, its agents, subcontractors, officers, or employees. Contractor further warrants and represents that all confidential information obtained by Contractor, its agents, subcontractors, officers, or employees during the engagement, wherever located, will be immediately destroyed, deleted or otherwise erased or removed, as applicable, upon completion or termination of the work so that Contractor, its agents, subcontractors, officers, or employees will no longer have any ability to access such information. This warranty shall survive termination of this Contract for a period of five years. Contractor further agrees to take appropriate steps to instruct its personnel, agents, officers and any subcontractors regarding the obligations arising under this clause to insure such confidentiality.

Prior to performing any work on, or having access to the Independent Testing Authority (ITA) project as described in RFP 2596, each employee of the contractor or subcontractor(s) shall certify by signature below their acknowledgement and acceptance of the above Security/Confidentiality requirements as well as the Information Security Policy stated in Section 6.17 of the RFP.

Additionally, by signature and submission of this document by an authorized company official, the contractor certifies compliance with these clauses.

Employee

Printed Name:

Job Title assigned for this Project:

Signature

Date:

Authorized Company Official

Printed Name:

Title:

Signature

Date:

Company

Acknowledgement and Approval of Contract Deliverable

Contract #

PO#:

Date: mm/dd/yyyy

The following deliverable(s) associated with (Contract Information) have been completed and approved by the NYS Board of Elections.

Deliverable Name	Date Approved

Acceptance

For: NYS Board of Elections

Signature: _____

Name: Thomas E. Connolly

Title: Director of Election Operations

Date:

Signature: _____

Name: Brendan M. Lovullo

Title: Deputy Director of Election Operations

Date: