



**REQUEST FOR PROPOSAL (RFP) NUMBER 2137 SOLICITED BY THE NEW
YORK STATE OFFICE OF GENERAL SERVICES**

FOR

RISK MANAGEMENT INFORMATION SYSTEM (RMIS)

PROPOSAL DUE DATE: MARCH 2ND, 2021, 2:00PM

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1. INTRODUCTION

1.1 Overview

New York State (NYS) as a whole is self-retained and does not purchase insurance for any State-owned risks. NYS Office of General Services (OGS) Bureau of Risk and Insurance Management (BRIM) assists NYS Executive Agency customers in the procurement of insurance policies when coverage is contractually required. For example, NYS owned vehicles are not insured, but there is an insurance policy in place to cover leased and rented vehicles. BRIM also places insurance for State Authorities and Public Benefit Corporations when requested. Since Authorities and Public Benefit Corporations are not covered by self-retention, they are able to purchase insurance policies to cover their full scope of risks. There is no mandate for the use of BRIM, and all Agency customers use BRIM's services on a voluntary basis. BRIM contracts with multiple insurance brokers, split by line of coverage, and acts as an intermediary between the State entity customers (the insureds) and the contracted broker. When new coverage is requested or a policy is being renewed, BRIM contacts the appropriate broker to determine what information will be needed to market the policy. BRIM then requests the pertinent information from the State entity and returns it to the broker once received. The contracted broker markets the policy and communicates with BRIM if there are any additional questions. Once the broker has all quotes, they provide a proposal of all placement/renewal options to BRIM. BRIM reviews and then sends the options with our recommendation to the State entity. When the State entity approves the policy, BRIM makes payment directly to the Broker and then bills back the State entity customer to include our service fee. Additional details on this process can be found in (Attachment 2 – Workflows). In addition to assisting State entities with the procurement of insurance policies, BRIM is also responsible for providing recommendations on insurance requirements to be used in State contracts and for reviewing the contractor's proof of insurance to confirm it meets those requirements throughout the contract term.

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Sean Jones, 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.

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Financial Administration/ Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
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Email: sean.jones@ogs.ny.gov

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

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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 II
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Albany, NY 12242
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Email: Joshua.Quiles@ogs.ny.gov

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

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New York State Office of General Services
Division of Service-Disabled Veterans' Business Development
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Albany, New York 12242
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1.3 Glossary of Terms

Term	Definition
Agency customers	Shall mean all NYS Agencies that make use of any BRIM service including: Public Benefit Corporations, State Authorities, CUNY (City University of New York). Also included in this definition are OGS Leasing, OGS Design and Construction, OGS Procurement Services, and OGS Finance
Analytic Derivatives	The outcome from data mining or other aggregated Data analysis techniques.
Best Value	The basis for awarding all service and technology Contracts to the Proposer that optimizes quality, cost and efficiency, among responsive and responsible Proposers. (State Finance Law §163 (1) (j)).
BRIM	New York State Bureau of Risk and Insurance Management
Business Continuity Plan (BCP)	Management policy and procedures designed to maintain or restore business operations, including computer operations, possibly at an alternate location, in the event of emergencies, system failures, disaster or other disruption. Also referred to as a Contingency Plan.
Business Day	Monday through Friday from 7:30 AM – 5:00 PM ET, excluding New York State or Federal holidays.
Cloud	Cloud computing is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and

	released with minimal management effort or service provider interaction.
Cloud Provider	Person, organization or entity responsible for making a Cloud Service available to Contractor and OGS.
Commercial Off-The-Shelf (COTS)	A term for products that are ready-made and available for sale
Commissioner	The Commissioner of General Services or a duly authorized representative
Compliance	Conformity in fulfilling requirements.
Configuration	An arrangement of elements in a particular form, figure, or combination which includes minor physical or software setting changes that can be implemented without custom physical modifications or changes to the base code. Configuration may include Installation.
Consensus Assessment Initiative Questionnaire (CAIQ)	As established by the Cloud Security Alliance (CSA). The Cloud Security Alliance Consensus Assessment Initiative (CAI) was launched to perform research, create tools and create industry partnerships to enable Cloud computing assessments.
Continental United States (CONUS)	The 48 contiguous States, and the District of Columbia.
Continuity of Operations Plan (COOP)	A predetermined set of instructions or procedures that describe how an organization's essential functions will be sustained following a disaster event or other disruption, before normal operations can be resumed.
Contract Term	The initial term of the Contract and any renewals and/or extensions.
Contractor	Successful company(s) awarded a contract pursuant to this RFP.
Customization	Customization of Product is the modification of the vendor's standard RMIS to meet the needs of OGS.
Data	Any information, Analytic Derivatives, formula, algorithms, or other content that OGS may provide to the Contractor pursuant to the resultant contract. Data includes, but is not limited to, any of the foregoing that OGS and/or Contractor (i) uploads to the Cloud Service, and/or (ii) creates and/or modifies using the Cloud Service. See also Analytic Derivatives.
Data Breach	Unauthorized acquisition or acquisition without valid authorization of computerized data which compromises the security, confidentiality, or integrity of personal information maintained by a state entity. Good faith acquisition of personal information by an employee or agent of a state entity for the purposes of the agency is not a breach of the security of the

	system, provided that the private information is not used or subject to unauthorized disclosure.
Data Center	The term "Data Center" applies to all facilities in which OGS Data is processed or stored.
Data Conversion	The conversion of computer data from one format to another.
Data Mining	Data Mining is the computational process of discovering patterns in large data sets involving methods at the intersection of artificial intelligence, machine learning, statistics, and database systems. The overall goal of the data mining process is to extract information from a data set and transform it into an understandable structure for further use. Aside from the raw analysis step, it involves database and data management aspects, data pre-processing, model and inference considerations, interestingness metrics, complexity considerations, post-processing of discovered structures, visualization, and online updating.
Database	A single collection of Data stored in one place that can be used by personnel to make decisions and assist in analysis.
Deliverable	Products, Software, Information Technology, telecommunications technology, on-premise infrastructure and other items (e.g., reports) to be delivered pursuant to the resultant contract, including any such items furnished within the provision of services.
Device	A piece of electronic equipment (such as a laptop, server, hard drive, USB drive) adapted for a particular purpose. On-Premise Infrastructure
Disaster Recovery Plan (DRP)	A written plan for processing critical applications in the event of a major on-premise infrastructure or software failure or destruction of facilities.
Equipment	An all-inclusive term which refers either to individual machines or to a complete Data Processing System or Subsystem, including its on-premise infrastructure and Operating Software (if any). See also "device" and "On-Premise Infrastructure".
External Stakeholders	Agency customers
Follow the Sun	Follow the sun is a type of global workflow in which tasks are passed around daily between work sites that are many time zones apart. On-Premise Infrastructure
On-Premise Infrastructure	Refers to IT Equipment and is contrasted with software. See also Equipment.
Implementation On-Premise Infrastructure	Implementation refers to the post sales process of guiding a client from purchase to use of the product that was purchased. This may include but is not limited to post sales requirements analysis, scope

	analysis, limited customizations, systems integrations, data conversion/migration, business process analysis/improvement, user policy, customized user training, knowledge transfer, project management and system documentation.
Information Technology (IT)	Includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and machines.
Information Technology Services (ITS)	New York State Office of Information Technology Services (http://www.its.ny.gov/). It is the responsibility of ITS to provide centralized IT services to the State and its governmental entities with the awareness that our citizens are reliant on those services.
Internal Stakeholders	Designated OGS Business units, the OGS BRIM Unit, the OGS Chief Financial Officer, OGS Chief Risk Manager
Installation	The act or process of making Products ready to be used. Installation does not include Configuration.
Issuing Office	Office of General Services Division of Financial Administration
Maintenance	Maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the equipment in proper operating condition.
Mandatory	Refers to items or information that the State has deemed that a Vendor must submit as compulsory, required and obligatory. These items or information are noted as such, or the requirements may be phrased in terms of "must" or "shall". Mandatory requirements must be met by the Vendor for Vendor's Submission to be considered responsive.
May	Denotes the permissive in a contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory.
Must	Denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative.
Offeror, Proposer, or Bidder	Any person, partnership, firm, corporation or other authorized entity submitting a bid to the State pursuant to this RFP
Office of the State Comptroller (OSC)	The New York State Office of the State Comptroller. http://www.osc.state.ny.us/

OGS	New York State Office of General Services
Request for Proposal or RFP	This document.
RMIS	The Risk Management Information System
Service	The performance of a task or tasks and may include a material good or a quantity of material goods, and which is the subject of any purchase or other exchange. For the purposes of this RFP, technology shall be deemed a service.
Shall	Denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative.
Should	Denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory.
Software as a Service (SaaS)	The capability provided to Authorized User is to use the provider's applications running on a Cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. OGS does not manage or control the underlying Cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Software Token	A type of two-factor authentication security device that may be used to authorize the use of computer services. Software tokens are stored on a general-purpose electronic device such as a desktop computer, laptop, PDA, or mobile phone and can be duplicated.
Software Update	Provides fixes for features that aren't working as intended or adds minor software enhancements and compatibility.
The State	The People of the State of New York, which shall also mean the New York State Office of General Services
Statement of Work (SOW)	The SOW is a document that captures and defines the work activities, deliverables, and timeline OGS seeks from a vendor. The SOW usually includes detailed requirements, with standard regulatory and governance terms and conditions.
Storage	Specific to technology, a computer memory that retains data for some period of time. Storage can be categorized in many ways such as: primary or secondary; read-only, random access and magnetic storage.

Subcontractor	A third-party contractor hired by the Contractor to perform services pursuant to this Solicitation.
System	The complete collection of on-premise infrastructure, Software and services as described in the resulting Contracts, integrated and functioning together, and performing in accordance with the OGS Agreement.
Usage	The quantity of an inventory item consumed over a period of time expressed in units of quantity or of value in dollars. On-Premise Infrastructure
Vendor	An enterprise that sells goods or services.
Written / Written Communication	Written Communication makes use of the written word. Examples of written communications include e-mail, Internet websites, letters, proposals, and contracts.

1.4 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 qualifications to be a pre-requisite of the prime contractor in order to be considered as a qualified Proposer for purposes of the solicitation. Proposers not meeting the qualifications below will be disqualified. Proposers may not use a subcontractor's or any other entity's qualifications to meet requirements.

The following minimum requirements **must** be met by each Proposer:

1. Proposers must have five years of experience in providing customizable, off-the-shelf RMIS with claims functionality for governmental agencies.
2. Proposers must have five years of experience in providing customizable, off-the-shelf RMIS, to a national or global entity having three or more business functions all covered by the RMIS system.

1.5 Key Events

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

Action	Date
OGS issues Request for Proposals (RFP) #2137	December 18 th , 2020
Mandatory Pre-Proposal Conference	January 21 st , 2021, 11:00AM
Deadline for Submission of Questions to OGS	February 2 nd , 2021
OGS Issues a Response to Written Questions (estimated)	February 9 th , 2021
Proposal Due Date to OGS	March 2nd, 2021, 2:00PM
Interviews and/or Demonstrations with Selected Proposers	Week of April 5 th , 2021
Contract Start Date	Upon OSC Approval

1.6 Mandatory Pre-Proposal Conference

Vendors who wish to submit a proposal **must attend** a mandatory pre-proposal conference that will be held via WebEx on the date and time as indicated in Section 1.5 - Key Events above. The pre-proposal conference will include a brief presentation on the project, its scope and goals, and OGS procurement requirements. This is the only date and time available for the pre-proposal conference. Failure to attend the mandatory pre-proposal conference will result in rejection of the proposal. Prospective proposers signing in after the announcement of the official start time will be unable to submit a responsive proposal. Attending the pre-proposal conference does not obligate a vendor to submit a proposal.

The facilitator of the event will announce the official start time of the mandatory pre-proposal conference no sooner than the scheduled start time stated in Section 1.5 - Key Events. OGS reserves the right to record the pre-proposal conference.

In accordance with State Finance Law §139-j(3)(a)(3), this mandatory pre-proposal conference is covered by the permissible subject matter authorization. A vendor is authorized to speak with representatives other than Designated Contact(s) for the sole purpose of the pre-proposal conference (to arrange attendance, during the conduct of the WebEx and to pose questions).

Bidders wishing to attend the mandatory pre-proposal conference must pre-register in advance via email with the OGS Designated Contact, Sean Jones at sean.jones@ogs.ny.gov . The e-mail should include:

1. Legal name of Bidder (Contractor name)
2. Name and title for each person attending
3. E-mail address and telephone number for person to contact regarding any updates to this solicitation

Upon registration, Proposers will receive information necessary to log into WebEx. Each bidder is limited to no more than five WebEx connections to the conference. It is strongly suggested that bidders pre-register 72 hours in advance.

Important: When signing into WebEx, attendees must use company name. Attendee list will be used to determine viable proposer list.

If there are any questions Proposers would like addressed at the pre-bid conference, Bidders should submit them in writing to the designated contact prior to the conference. Questions will be allowed at the end of the pre-bid conference, however, only questions submitted in writing and answered via addendum will be considered official. All questions asked at the conference must be submitted via email to the designated contact for this solicitation no later than the date and time indicated in Section 1.5 - Key Events. Official answers to questions will be distributed in the form of an addendum. Only answers provided in the addendum are considered official.

2. DETAILED SCOPE OF WORK/SERVICE REQUIREMENTS

2.1 Scope of Contract

It is the intent of this solicitation to seek a vendor to provide all services necessary to provision, implement, and maintain a turnkey Risk Management Information System (RMIS). The new system will support the BRIM team to obtain, manage, and track insurance coverage for NYS executive agencies and non-executive agencies. The new system can either be an on-prem system deployed in the NYS Data Center, or a system deployed in the Cloud.

2.2 Mandatory Functionality

OGS is seeking a COTS system requiring minimal customization and/or configuration to meet mandatory functionality. OGS will only consider a system that meets all mandatory functionality. OGS will not consider solutions that use multiple systems to meet mandatory functionality. Any proposed system must include risk management analytics functionality.

1. Document Management

- a. Store documents in a document repository to allow scan and search, including but not limited to: insurance binders, policies, certificates, contracts, email correspondences, all claim related and supporting documents, all contractor and contractor related documents, all policy documents, documents by agency, and other documents to be determined per the needs of agency and OGS business units.
- b. Manage, store, capture, sort, organize and track the following information types:
 - i. Policy Procurement Information
 - ii. Procured policies
 - iii. Endorsements
 - iv. Certificates of Insurance
 - v. Billing and Invoices
 - vi. Claims and claims processing
 - vii. Expired Policies
- c. Insurance documents should be accessible by insurance type, and by searching, filtering and or navigation to key higher-level attributes such as vendor, agency, year or contract.
- d. Store and organize contact list of agency customers, contractors, vendors, etc. and all requestors of insurance products.
- e. Generate and store documents such as letters, insurance applications, reports (section 2.2.4), etc.
- f. Import and store documents and data including but not limited to .doc, .jpg, .bit, .pdf, .xls, .pst, file types.
- g. Storage capacity should be substantially expandable to meet program needs (current storage is less than 50 GB).
- h. All documents within the solution must be exportable, reportable, and have searchable metadata. (See Attachment 3 – Data Elements)
- i. Metadata must be able to be custom tagged.
- j. Automated filing by Contract and Policy Numbers of customer documentation and communication that is currently received via email.

2. Data

- a. Export data from the directory to xlsx, PDF or csv format.
- b. Track history of changes made to records within the solution either by BRIM staff or Agency, Authorities or vendors.
- c. Asset Search - Ability for users to search the system.
- d. Data elements listed in RFP Attachment 3 must be searchable, exportable and reportable.
- e. Customer, contractor, vendor information that is needed includes contacts, contact information, communication history, procurement request history, etc.

3. Data Analytics

- a. Analyze agency claims to identify areas to mitigate agency risks.
- b. Analyze contract claims to assess if current insurance requirements are sufficient.
- c. Ability to perform analysis on data to discover trends and insights. For example: the average time between receipt and approval of insurance documents by contractor or contract (as it pertains to centralized contracts).
- d. Analyze the premium increase/decrease by line of insurance year to year to detect trends in the market.
- e. Track BRIM Processor Users' workload within the system.

4. Notifications

- a. Ability to send automatic email and manual notifications and reminders. Including but not limited to:
 - i. Schedule reminders for required reports for any users.
 - ii. Schedule reminders for work requiring action within certain timeframes (for BRIM staff).
 - iii. Automate insurance expiration email notification to the contractors, brokers and agency contacts.
- b. Allow control of reminders such as start, stop, pause, duration and frequency.
- c. Keep track of notifications sent, including relevant metadata identified in Attachment 3 Data Elements.
- d. Respond to notification request via email; solution shall be updated based on response received. Ex) When system sends out a reminder that an updated certificate is needed, the contractor will login and upload an updated certificate. The system will update the status and notify BRIM user on their dashboard.
- e. Ability to send reminders of all unpaid invoices that were sent to the agencies, authorities and public benefit corporations. This reminder will be sourced from a template letter.
- f. Track communication within the solution between internal and external stakeholders.

5. Reports

- a. The solution shall provide a reporting module that will allow users to run reports, create new ad hoc reports (as necessary per agency use), schedule reports, manage claims by occurrence, graph financial development of claims, track exposure elements related to our property and benchmark claims, monitor claims, export the reports in a format that will allow the user to easily manipulate the reports, in addition to providing a means for agency users to schedule and distribute reports directly from the solution.
- b. Track Policies for Renewal.
- c. Track contractor and subcontractor policy effective dates and expiration dates.
- d. Track agencies, authorities, and public benefit corporation policies, effective dates, expiration dates, certificates of insurance and endorsements.

6. Security Access Roles

- a. Outside users and partners of BRIM should have the ability to upload documents into the system for BRIM Processor review.
- b. Allow approved Brokers of Record to upload insurance applications, insurance policies and endorsements.
- c. Allow for State contractors to submit required insurance documents.
- d. Allow State Agency customers to have access to their policy information.
- e. Partner users should have access to the system to view record of insurance.
- f. Allow different access privileges/rights for different classes of users.
- g. Provide each individual contractor bidding or on a contract a unique log-in with access to his or her insurance documents on file. (Attachment 6 – User Roles)
- h. Provide each individual subcontractor on a contract a unique log-in with access to his or her insurance documents on file. (Attachment 6 – User Roles)

- i. Provide each individual user of assigned agencies, authorities, public benefit corporations and brokers of record a unique log-in with access to his or her files. (Attachment 6 – User Roles)
 - j. Onboard for user access up to 250 NYS agencies, authorities, and public benefit corporations that may be required to utilize the system.
 - k. Provide a single entry in a centralized location for storing and displaying BRIM data that can be shared among BRIM Business Unit.
 - l. Provide access for the brokers of record to submit insurance policies, endorsements, certificates of insurance and invoices.
 - m. Provide access for the agencies, authorities and public benefit corporations to access their insurance policies, endorsement, certificates of insurance, outstanding invoices, requests to write insurance requirements.
 - n. Provide a solution to manage security roles and sufficient level of customer user access to the system.
 - o. Restrict customer access to the upload and download of their insurance products.
7. Statewide Flood Asset Tracking
 - a. Track disaster claims – agency, damage category, address, project status (open/closed), project cost, notes and other related information.
 - b. Manage tracking for disaster recovery payments with FEMA – federal share eligibility, federal share paid and other related information.
 - c. Track assets from each agency - Type of commodities, equipment, supplies or services, property value, and quantities on property.
 - d. Provide automatic reminders to the agency customers that have buildings located within the 100-year flood zone to add, review and update inventory of owned assets.
8. Technical
 - a. The Contractor and its personnel shall adhere to all State security policies, procedures and directives currently existing or implemented during the term of the Contract. ITS Policies may be found at the following web address:
<https://its.ny.gov/ciso/policies/security>.
 - b. The solution must connect to the ITS Single Sign-On (SSO) platform to authenticate users. The SSO platform uses OKTA, with communications handled either via Open ID or SAML protocols.
 - c. The solution shall use Anti-virus software to scan all documents.
 - d. The solution shall have the ability to conform to NYS Branding.
 - e. The solution will use NYS provided load testing and performance tuning tools where applicable.
 - f. The system shall provide a web-based user interface compatible with the current versions of:
 - i. Microsoft Edge
 - ii. Google Chrome
 - iii. Mozilla Firefox
 - iv. Safari
 - g. The solution must provide both a test and production environment for users.
9. Templates
 - a. Store .docx templates for insurance requirements to be developed, reused, modified and saved for future use.
 - b. Provide template Certificate request forms.
 - c. Provide template Vehicle inventory change forms.
 - d. Provide template forms for Reporting claims.
 - e. Provide template forms to Request a review.

10. Workflow

- a. System must track workflow processes, communications, with time sensitive triggers (e.g. policy lapse, outstanding invoices, open claims, renewals, application follow-ups).
- b. Workflow needs to accommodate multiple system user roles, internal and external as detailed in Attachment 6 User Roles.
- c. Workflow views must be displayed on a dashboard or equivalent for the specified user roles.
- d. Dashboard workflow information must include but not limited to, status of tasks, progress made and to be completed, owner, and dates.
- e. Provide the ability to see high level, rolled up status reports on user / departmental workflows for productivity analysis.
- f. Provide views of detailed workflow processes.
- g. Automated filing of customer documentation submitted via email.

2.3 Desired Functionality

Please note that the desired functional requirements below are for additional functionality or to enhance required functions. Any proposed desired functionality will become contractual obligations.

1. Document Management

- a. Search capability of contents of any document housed on system.
- b. User Dashboard that shows the status of relevant information to the User, including items that are in their queue to address. Information and relevant views TBD.
- c. Include a document repository to route and separate all claim related and supporting documents, all contractor and contractor related documents, all policy documents, documents by agency, and other documents to be determined per the needs of agency and OGS business units.

2. Insurance Document Review

- a. Develop standardized checklists
 - i. Ability to identify boiler plate insurance needs.
 - ii. Ability to adjust boiler plate insurance elements.
 - iii. Ability to set types of coverage.
 - iv. Ability to set or adjust coverage amounts.

3. Data

- a. Capturing all types of incidents, near misses, and observations.

4. Data Analytics

- a. End-to-end claims management and analytics solution that consolidates all claims data regardless of line of coverage, improves workflow processes, and enables robust automation.
- b. Ability to run comparative analysis of existing data. Evaluate multiple prior valuations.
- c. Identify repeat incidents based on patterns of claims type, claimants, and location.
- d. Analyze average receipt time for each agency customer account and identify patterns of late pay.
- e. Analyze employee workflow to detect opportunity for efficiency.

5. Security Access Roles

- a. Assign tasks to users based on roles in the solution.

6. Statewide Flood Asset Tracking

- a. Track Disaster claims.
 - i. Documentation of need/request (if possible, who is requesting: agency's program name or individual);

- ii. Type of commodities, equipment, supplies or services and quantities used during disaster;
- iii. Receipt for replacement items or local rate;
- iv. Receipts or invoices with proof of payment;
- v. Description of equipment and attachments used, including year, make, and model Size/capacity (e.g., horsepower, wattage);
- vi. Locations, days, and hours used with equipment/usage logs;
- vii. Operator name, time used, work performed (will be cross-referenced against labor records);
- viii. Federal cost codes or local rates – schedule of rates, including rate components; and
- ix. Rental or lease agreements with procurement, invoices, receipts and days used;
- x. Manage tracking of disaster recovery payments with FEMA;
- xi. Schedule with FEMA payment(s) to agency: Date, amount, location, etc.
- xii. Copies of payment documents/communication.

7. Technical

- a. The system is desired to be mobile friendly and display correctly on devices such as:
 - i. Smartphones
 - ii. iPhones
 - iii. iPads
 - iv. Tablets

2.4 Kickoff Meeting

After contract award, the Contractor must attend a kickoff meeting. This kickoff meeting will be held at the discretion of OGS remotely via conference call. At the kickoff meeting, the contractor will be expected to have the Project Manager present along with any staff who will be fulfilling the following roles: Project Engineer, Solutions Architect, Workflow Developer, Deployment Architect as well as metadata, taxonomy and asset migration subject matter experts. OGS BRIM will provide the following stakeholders from the following areas at the kickoff meeting and throughout the course of the project: executive, operational, IT, and contracts staff.

The Contractor must also attend any scheduled meetings, including periodic project status meetings scheduled by the State; these would occur on a bi-weekly basis at a minimum until system acceptance as described in section 2.11- System Acceptance Test.. It is anticipated that most of these meetings will occur via web conferencing, e.g., through WebEx, GoToMeeting or equivalent.

2.5 Project Management

The Contractor must provide a Project Manager and a Business Analyst as key personnel for this project. The Project Manager and Business Analyst must each have five years' experience in their respective fields. Previous project experience must have resulted in a fully implemented system which is currently up and running.

The Project Manager and Business Analyst must facilitate requirements sessions with the following stakeholders:

- 1. BRIM Team
- 2. State Agencies and Authorities
- 3. BRIM Contractors
- 4. Prime Contractors

Requirements sessions will occur remotely. Any proposed substitution of the Project Manager or Business Analyst must first meet the staffing requirements described herein and be approved by the OGS Designated Project Director.

The Project Manager, or any proposed substitute, will:

- 1. Serve as a liaison between the OGS Designated Project Director and the Contractor's personnel (including any subcontractors) participating in this project. The OGS Designated Project Director will be available during normal business hours.

2. Develop and maintain a system to meet the Project Requirements as stated in Section 2 - Detailed Scope of Work, in consultation with the OGS Designated Project Director.
3. Facilitate weekly status updates to the OGS Designated Project Director and Project Team.
4. The Project Manager must schedule and facilitate formal monthly briefings with demonstrations of developed functionality within the application.
5. Be responsible for the management and deployment of Contractor's personnel, including subcontractors
6. Serve as the single point of responsibility for Contractor activities, the activities of its staff, and the activities of its subcontractors
7. Assure the quality of all Contractor deliverables
8. Manage risk, issues, change, and acceptance
9. Assist the State in maximizing return on investment in this solution.

The Business Analyst, or any proposed substitute will:

1. Gather and document business and functional requirements
2. Develop the following documents:
 - a) Requirements Management Plan
 - b) Business Requirements Document
 - c) Requirement Traceability Matrix
 - d) Functional Requirement Specification
 - e) System Requirement Specification
 - f) User cases
 - g) User stories.

2.6 Implementation

The Contractor will provide implementation services and industry expertise to OGS to best scope, plan, and implement the COTS RMIS. The Contractor will facilitate the installation of system components, required to facilitate a system as described in Section 2 Detailed Scope of Work and be responsible for system configuration. The Contractor will provide all resources required for implementation including; extracting low/medium level requirements and business rules, technical/business analysis, project management expertise, training and materials. Contractor's staff will work in conjunction with technical resources from OGS and from the New York State Office of Information Technology Services (ITS). OGS anticipates that the RMIS will be fully installed and operational within six months of award.

2.7 Implementation Support

The Contractor shall work in close consultation with OGS staff in implementing the COTS RMIS. The Contractor must assign a project manager to oversee all work performed and to be the primary interface between the contractor's staff and OGS. The Contractor shall provide formal mechanisms for OGS input throughout the deployment and shall work with OGS staff throughout the deployment and ongoing utilization of the system. The Contractor shall at all times throughout the term of the contract provide timely, professional, comprehensive support to OGS. The Contractor must make process recommendations and advise the State personnel responsible for developing processes and procedures. The Contractor must be readily available on demand and must participate in status meetings as required. The Contractor must provide:

1. Best practices for using the Contractor's COTS RMIS to satisfy OGS requirements.
2. Recommendations for appropriate policies and procedures to ensure efficient, orderly, and consistent application of the service by users.

2.8 Training and Documentation

The Contractor must provide NYS-specific training and end-user documentation to OGS internal administrative and technical users. All training documentation must be approved by OGS.

For OGS internal users, a minimum of two days of live training, which shall be conducted by the Contractor remotely at a time designated by OGS. This training shall create Admin "super" users who will then be able to train other users, as needed.

2.8.1 Clarifying Instructions

The Contractor shall deliver as part of training, written materials in sufficient detail and clarity, and with sufficient explanation and information, to enable OGS and additional agencies to understand, apply, modify, and maintain the RMIS without further assistance from the Contractor or other third parties.

To supplement the Clarifying Instructions and live training for OGS internal users, training and reference materials must include at least one of the following:

1. In-line help hypertext within the RMIS itself;
2. Multimedia (videos, screen capture media, PowerPoint presentations).

2.9 On Premise Solutions

On-prem solutions must utilize software that meet ITS standards (see Attachment 8).

2.9.1 Operating System

Proposed operating system shall be one of the following:

- Microsoft Windows,
- Red Hat Enterprise Linux,
- IBM Power AIX.

2.9.2 Relational Database

Proposed Relational Database (RDBMS) shall be one of the following:

- Oracle (must run on AIX)
- Microsoft SQL Server
- MySQL (MariaDB)

2.9.3 Web Servers

Proposed Web Servers shall be one of the following:

- Apache,
- Microsoft IIS,
- Red Hat HTTP
- IBM HIS HTTP

2.9.4 Application Servers

Proposed Application Servers shall be one of the following:

- Microsoft .Net IIS
- Jboss Enterprise Application Platform
- IBM WebSphere,
- Oracle WebLogic

2.10 Additional Services

Additional Services (any work performed other than for base scope services, etc.) shall only be performed when pre-approved in writing by the BRIM and shall be compensated at the Additional Services hourly rate bid.

The following process shall apply:

OGS will provide the Contractor with a written notice identifying the scope of work for Additional Services. The Contractor shall, within ten (10) business days of receipt of written notice from OGS identifying the scope of work, submit to OGS a proposal which includes the number of hours the Contractor has determined it will take to complete the scope of work and a fixed price total based on hourly rate bid. The Contractor's proposal shall also include any information requested in OGS' written notice.

OGS reserves the right to accept, reject, or request revisions to a proposal. OGS must approve a proposal, in writing, prior to commencement of work by the Contractor. A copy of the authorization letter must accompany the invoice for any Additional Services.

The Additional Services process shall be available to OGS throughout the term of the contract resulting from this RFP.

2.11 System Acceptance Test

Signed letters from an authorized OGS BRIM representative(s) will serve as the sole methodology utilized in system acceptance. No other form(s) of acceptance or approval shall be deemed proof of full or partial delivery of the Risk Management Information System.

1. Preparation: Notify the OGS BRIM representative when the technical and functional implementation stages are done so that arrangements can be made to have OGS BRIM staff begin testing the system.
2. OGS BRIM staff will test all required and desired system functionality outlined in RFP Attachment 5 – System Requirements. Testing will emphasize end-to-end workflows, user experience (UX), the impact of user workflows on other features and overall performance.
3. The Contractor is expected to have staff available to support users as they test the system but OGS will not accept a system where the functionality is only demonstrated by the Contractor.
4. Submit written reports of test results, indicating pass/fail of individual functionality and user workflow stories signed by Contractor point of contact to be reviewed and once approved, signed by an authorized OGS BRIM representative.
5. Acceptance of individual points of functionality shall not be seen as acceptance of the system by OGS. Only after all user workflows and functionality is fully operational to the satisfaction of OGS will final system acceptance be given.

2.12 Support

Contractor is responsible for providing support services related to their proposed solution.

All helpdesk, online, and support services which access any Data must be performed from within CONUS. At no time will any Follow the Sun support be allowed to access Data directly, or indirectly, from outside CONUS. Infrastructure support services that do not directly or indirectly access Data may be provided in a Follow the Sun format, if expressly outlined within the contract. At a minimum, the Contractor shall provide toll-free phone support from 8 a.m. to 5:00 p.m. every day (including weekends). Phone support must be available for OGS staff. However, if the Contractor's standard product support hours are more expansive than those set forth in this section then OGS shall be entitled to such expansive support hours.

2.13 Documentation

Contractor shall provide complete system documentation including:

- a. system administrator manuals
- b. user manuals
- c. installation instructions
- d. troubleshooting guidelines
- e. helpdesk manuals and instructions
- f. data dictionary

2.14 Performance Standards

OGS BRIM requires that the services necessary to support a turnkey Risk Management Information (RMIS) system be provided in compliance with measurable performance standards. These standards must be specified as part of the Proposal Submission. Please also see Section 3 – Proposal Submission.

Unless specified otherwise, all submitted performance standards will cover the entire RMIS system. If the Contractor-submitted performance standards pertain to separate sections of the RMIS system (i.e.- on-premise infrastructure, software, cloud) then it must be specified by the Contractor.

All performance standards agreed to by OGS and the Contractor will be included in the contract (please see RFP Appendix C- Sample contract) resulting from this RFP and may not be diminished for the duration of the contract. Any reduction in these conditions in any fashion may only occur after written agreement by the parties amending the contract. The Contractor's failure to comply with the obligations set out in the agreed upon contract may result in termination. Please see section 2.18.8.3 –Expiration or Termination of Services.

At a minimum, the Contractor shall provide the following measurable performance standards as part of its proposal:

1. System Availability - Submitted performance standards shall include an "Availability Standard," which is the amount of time in each calendar month (excluding scheduled maintenance) that the RMIS is available to OGS for use. Contractor shall guarantee uptime of at least 99.7% excluding scheduled maintenance. A product availability of 99.9% is preferred. The RMIS shall be accessible to all users on a 24/7 basis outside of scheduled downtime, solution upgrades and scheduled maintenance. Please also see 4. – Service Credits below.
2. Response and Resolution Times - Submitted performance standards shall include a "Response and Resolution Standard," which is the amount of time for the Contractor to acknowledge an OGS Error report, and fully correct the Error so that the RMIS functions in full compliance with the contract. The Response and Resolution Standard shall include:
 - a. Definitions for different Error severity levels (e.g., "Severity Level 1 means essential services are down, causing critical impact to business operations; no workaround available;" "Severity Level 2 means essential services are significantly degraded and/or impacting significant aspects of business operations," etc.), and
 - b. Tiered Error response and resolution times based on Error severity (e.g., a high severity Error has a response time of one (1) hour and a resolution time of four hours, and a medium severity Error has a response time of two (2) hours and a resolution time of one (1) day).
3. Escalation Path - Submitted Standards shall include an "escalation path," which is the process by which an issue is tracked through the Contractor's support teams depending upon the severity of the issue and the subject matter expertise of the support level. OGS shall have an escalation point of contact for the highest-level severity issue at the highest support level.
4. Service Credits - Submitted performance standards shall include financial credits to which OGS is entitled based on the vendor's SLA.

The Contractor agrees that OGS's receipt of Service Credits shall not constitute OGS's sole remedy for the Contractor's failure to meet performance standards, which could include termination of the contracts. Please see section 2.18.8.3 –Expiration or Termination of Services.

5. Monitoring and Reporting - Throughout the term of this contract, the Contractor shall monitor agreed upon performance standards on a monthly basis and provide monthly reports to OGS of such monitoring, including:
 - a. Actual performance compared to each agreed upon Performance standard, and

- b. Service Credits to which OGS is entitled based on failures to meet an agreed upon performance standard.

The Contractor shall automatically apply accrued Service Credits to OGS's next invoice or, after receiving a written request from OGS, pay to OGS the amount of Service Credits due within thirty (30) days of such request.

2.15 Protection of Data, Infrastructure, and Software

The Contractor is responsible for providing logical security for all data, infrastructure, and software related to the services the Contractor is providing. Contractor will also be responsible for physical security of on-premise infrastructure not on New York State premises.

All Data security provisions agreed to by OGS and the Contractor within the contract resulting from this RFP may not be diminished for the duration of the Contract. No reduction in these conditions in any fashion may occur at any time without prior written agreement by the parties amending the contract.

In order to ensure that security is adequate and free of gaps in control coverage, OGS may require information from the Contractor's Service Organization Controls (SOC), ISO 27001 Certification, their successors, or similar industry standard controls framework.

2.16 Contractor Performance and Vulnerability Assessment

The Contractor shall allow OGS to assess Contractor's performance by making available any materials requested in this contract. OGS may perform this Contractor performance audit with a third party at its discretion, at OGS's expense, and provided such third party is bound by nondisclosure obligations acceptable to the Contractor.

The Contractor shall allow the NYS Office of Information Technology Services to perform a yearly vulnerability assessment of the application at a time agreed to by OGS, ITS and the Contractor.

2.17 Data Breach - Required Contractor Actions

Unless otherwise provided by law, in the event of a Data Breach, the Contractor shall:

Notify the ITS Enterprise Information Security Office (EISO) and OGS by telephone immediately; Consult with and receive authorization from OGS as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by statute or OGS; Coordinate all communication regarding the Data Breach with the ITS EISO and OGS; Cooperate with OGS and ITS EISO in attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches; and (c) take corrective action in the timeframe required by OGS. If the Contractor is unable to complete the corrective action within the required timeframe, OGS may contract with a third party to provide the required services until corrective actions and services resume in a manner acceptable to OGS, or until OGS has completed a new procurement for a replacement service system. The Contractor will be responsible for the cost of these services during this period.

Nothing herein shall in any way (a) impair the authority of the Office of the Attorney General (OAG) to bring an action against the Contractor to enforce the provisions of the New York State Information Security Breach Notification Act (ISBNA) or (b) limit the Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

2.18 Data

If the proposed solution is a cloud hosted solution then the proposer shall provide redundant architectures within the primary data center, daily file back-ups; and continuous 24-hour monitoring required for hosted environments. The bidder shall provide data recovery services from backups as requested by the State at no additional costs

2.18.1 Data Ownership

OGS shall own all right, title and interest in all data entered into RMIS.

2.18.2 OGS Access to Data

OGS shall have access to its Data at all times, through the term of the Contract.

OGS shall have the ability to import or export Data in piecemeal or in its entirety at OGS' discretion, without interference from the Contractor. This includes the ability for OGS to import or export Data to/from other Contractors.

2.18.3 Contractor Access to Data

The Contractor shall not copy or transfer Data unless authorized by OGS. In such an event the Data shall be copied and/or transferred in accordance with the provisions of this Section. The Contractor shall not access any Data for any purpose other than fulfilling the RMIS service requirements. The Contractor is prohibited from Data Mining, cross tabulating, monitoring OGS' Data usage and/or access, or performing any other Data Analytics other than those required within the Contract. At no time shall any Data or processes (e.g., workflow, applications, etc.), which either are owned or used by OGS be copied, disclosed, or retained by the Contractor or any party related to the Contractor. The Contractor is allowed to perform industry standard back-ups of Data. Documentation of back-up must be provided to OGS upon request. The Contractor must comply with any and all security requirements mutually agreed upon between the Contractor and OGS.

2.18.4 Data Location and Related Restrictions

All Data shall remain in CONUS. Any Data stored, or acted upon, must be located solely in Data Centers in CONUS. Services which directly or indirectly access Data may only be performed from locations within CONUS. All Data in transit must be handled in accordance with FIPS-140-2 or TLS1, or TLS2 (or successor).

2.18.5 Contractor Portable Devices

The Contractor shall not place Data on any portable Device unless the Device is located and remains within Contractor's CONUS Data Center.

The Data, and/or the storage medium containing the Data, shall be destroyed in accordance with applicable ITS destruction policies (ITS Policies S13-003 Sanitization/Secure Disposal (<https://its.ny.gov/document/sanitization-secure-disposal-standard>) and NYS-S14-003 Information Security Controls (<https://its.ny.gov/document/information-security-controls>) or successor) when the Contractor is no longer contractually required to store the Data.

2.18.6 Transfer of Data

1. General

Except as required for reliability, performance, security, or availability of the services, the Contractor will not transfer Data unless at least thirty days' prior notice is provided to OGS. All Data shall remain in CONUS otherwise.

2. Transfer of Data at End of Contract

At the end of the Contract, the Contractor will, upon request, return data to OGS within 60 days of termination.

3. Transfer of Data; Charges

Contractor cannot charge for the return of Data.

4. Transfer of Data; Contract Breach or Termination

Notwithstanding Transfer of Data; Charges, in the case of Contract breach or termination for cause of the Contract, all expenses for the reasonable return of Data shall be the responsibility of the Contractor.

5. Transfer Format

Transfers are limited to flat-file or raw data dumps.

2.18.7 Request for Data by Third Parties

Unless prohibited by law, the Contractor shall notify OGS in Writing within 24 hours of any request for Data (including requestor, nature of Data requested and timeframe of response) by a person or entity other than OGS, and the Contractor shall secure Written acknowledgement of such notification from OGS before responding to the request for Data.

Unless compelled by law, the Contractor shall not release Data without OGS' prior written approval.

2.18.8 Expiration, Termination, or Suspension of Services

2.18.8.1 Return of Data

The Contractor shall return Data in a format agreed upon with OGS at the termination of the Contract. The Contractor must certify all Data has been removed from its system and removed from backups. Data shall be returned within 60 calendar days from contract termination.

2.18.8.2 Suspension of Services

During any period of suspension of service, OGS shall have full access to all Data at no charge. The Contractor shall not take any action to erase and/or withhold any OGS Data, except as directed by OGS.

2.18.8.3 Expiration or Termination of Services

Upon expiration or termination of the contract, OGS shall have full access to all Data for a period of 60 calendar days at no charge. During this period, the Contractor shall not take any action to erase and/or withhold any Data, except as directed by OGS.

2.18.9 Secure Data Disposal

When requested by OGS, the Contractor shall destroy Data in all of its forms, including all backups. Data shall be permanently deleted and shall not be recoverable in accordance with ITS Policies NYS-S13-003 Sanitization/Secure Disposal or successor and NYS-S14-003 Information Security Controls or successor. Certificates of destruction, in a form acceptable to OGS, shall be provided by the Contractor to OGS.

<https://its.ny.gov/tables/technologypolicyindex>

2.19 System Changes & Upgrades

The Contractor shall give a minimum of three (3) business days advance written notice to the designated OGS contact of any upgrades, maintenance or other system changes that will impact services as provided in the contract. All such changes must be coordinated with OGS so as not to interfere with critical events. Scheduled system maintenance shall occur outside the hours of 6 a.m. to 9 p.m. Monday through Saturday EST.

The Contractor shall provide system upgrades at no additional cost to OGS for the Term of a contract resulting from this solicitation. "Upgrades" include software releases (including point releases), revisions, version changes, or enhancements to the Product that improve existing, or introduce new, features or functionality. The Contractor shall ensure that the Product is fully compatible with the then-current version of OGS operating system.

Upgrades, system changes, and Maintenance/support actions which are required by system vulnerabilities or emergency situations shall be carried out by the Contractor to protect the system.

2.20 Access to Security Logs and Reports

Upon request, the Contractor shall provide access to security logs and reports in the event of a Data breach or other such Incident. Such logs may be redacted to limit information disclosure to only that which is pertinent to the engagement and services provided.

2.21 Disaster Recovery Plan

The Contractor must have a published disaster recovery plan that meets or exceeds ISO 27031 standards.

2.22 Consensus Assessment Initiative Questionnaire (CAIQ)

The Contractor and its personnel shall adhere to all State security policies, procedures and directives currently existing or implemented during the term of the Contract. ITS Policies may be found at the following web address: <https://its.ny.gov/ciso/policies/security>.

Specific to Security plan documentation, the Contractor shall complete the Consensus Assessment Initiative Questionnaire (CAIQ), RFP Attachment 4, on an annual basis and provide to OGS within 30 days of Assessment.

The CAIQ may be used to assist OGS in building the necessary assessment processes when engaging with Cloud providers.

In addition to a request for a CAIQ, the Contractor shall provide a written description of Contractor's physical/virtual security and/or internal control processes. At a minimum the Contractor's security documentation must contain the security activities listed below. These activities must be documented or referenced within an associated information security plan. Documentation must be sufficiently detailed to demonstrate the extent to which each security activity is applied. The documentation must be retained for auditing purposes.

1. Define Security Roles and Responsibilities
2. Orient Staff to Security Tasks
3. Establish a System Criticality Level (with OGS)
4. Classify Information (with OGS)
5. Establish System Identity Assurance Level Requirements (with OGS)
6. Illustrate System Security Profile Objectives (indicate the extent and rigor with which each security concepts and controls are to be built in or reflected in the system and software)
7. Provide a System Profile
8. Decompose the System (Decomposition includes identifying trust boundaries, information entry and exit points, data flows and privileged code)
9. Assess and document Vulnerabilities and Threats
10. Assess Risks
11. Select and Document Security Controls
12. Create Test Data (with OGS)
13. Test Security Controls and provide outcome
14. Perform Certification and Accreditation (The system security plan must be analyzed, updated, and accepted by OGS executive management.)
15. Document Management and Control Change process
16. Document Measurement of Security Compliance
17. Document System Disposal plan

2.23 Asset Migration

As part of their staffing plan the Contractor must provide subject matter experts in metadata, taxonomy and asset migration. These experts will advise OGS BRIM staff in best practices for asset ingest and the migration of initial assets into the system. The Contractor would be responsible for building a mechanism for the upload of existing data from excel spreadsheets. OGS BRIM will be responsible for locating, identifying and ingesting the initial assets targeted for migration. This process is expected to take 3-6 weeks on the system implementation timeline.

2.24 Contractor's Compensatory Liability

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

2.25 Staffing Requirements

OGS expects that all services will be conducted diligently and effectively under the supervision of OGS staff. Further, it is expected that:

1. Any Contractor's staff shall conduct themselves in a professional manner with OGS staff and with the public.
2. All Contractor's staff shall comply with all rules and requirements of this solicitation, including the prohibition of the use of drugs and alcohol prior to or during any period of work to which they are assigned.
3. The Contractor shall ensure that any staff performing services or tests on any system component is fully trained and qualified to perform the required services.
4. Contractor's staff assigned should work during normal business days and any requests for off hour scheduling of work shall be approved by OGS.

2.26 OSHA (Occupational Safety & Health Administration) Training Requirements

2.26.1 OGS Facility Manager's Obligations

Prior to beginning contract work/work assignment, the OGS Facility Manager or Designee shall inform the Contractor/Contractor's representative(s) of the known specific hazard(s) and chemical(s) they may encounter while performing their contract obligations. For example; testing of materials may be performed, or previous reports may be available to inform on the location of Asbestos Containing Materials, lead or other environmental concerns if present, and any site-specific work practices that may be necessary to conduct work safely and in compliance with federal or state standards and OGS procedures such as those involving Lockout/Tagout and electrical procedures.

The Contractor/Contractor's Representative(s) shall also be provided with information about the use and provisions for Personal Protective Equipment required for the work. **Contractor/Contractor's Representative shall provide a signed acknowledgement to the OGS Facility Manager or OGS Designee that they were provided with this information.**

2.26.2 Contractor / Contract Employee Obligations

General Contract Obligations:

These requirements only apply to on-site work at a State property.

Prior to or upon first reporting to the work location for assignment, the Contractor/Contractor employee(s) and employees of Sub-Contractors must present to the OGS Facility Manager or OGS Designee proof of completion of the OSHA required training for the following, topic areas including but not limited to:

1. Hazard Communication,
2. Personal Protective Equipment.

For environmental health and safety emergencies, an emergency contact must be provided for the facility manager or designee to contact prior to any work commencing. Any changes to this contact, including name and or contact information must be communicated to the OGS Designee immediately.

2.26.3 Specific Field-of-Work Requirements

In circumstances where specific OSHA or NYS Department of Labor regulated work is required, the Contractor/Contract Employee(s) shall have all pertinent and up-to-date certifications beyond the "awareness" level as required by regulations for the specific work. On-site employee will be trained to do the work, supervised by higher knowledge/training,

It is the Contractor's responsibility to provide the OGS Facility Manager or OGS Designee with all employee updates and/or renewals for the above general contract obligations and specific field of work requirements specified training.

The Contractor must coordinate with OGS to be informed of the site's Emergency Action Plan.

Note: Contractor's/Contractor's Employee(s) and employees of Sub-Contractors failure to provide such documentation to the OGS Facility Manager or OGS Designee upon or prior to employee reporting to their initial work assignment may result in OGS rejecting the employee(s) until that documentation is provided.

The Contractor must coordinate with OGS to be informed of the site's Emergency Action Plan.

Note: The Contractor's/Contractor's Employee(s) and employees of Sub-Contractors failure to provide such documentation to the OGS Facility Manager or OGS Designee upon or prior to employee reporting to their initial work assignment may result in OGS rejecting the employee(s) until that documentation is provided.

2.27 Warranties

Contractor warrants that the services acquired under the resultant contract will be provided in a professional and workmanlike manner in accordance with industry standards.

All materials and workmanship provided under the resultant contract shall be warranted for a minimum of one year. Where the Contractor, Product manufacturer, or service provider generally offers additional or more advantageous warranties, such additional or more advantageous warranty shall apply. All warranties contained in the resultant contract shall survive the termination of the resultant contract.

3. PROPOSAL SUBMISSION

3.1 RFP Questions and Clarifications

For Vendors having attended the Mandatory Pre-Proposal Conference pursuant to RFP §1.6 there will be an opportunity for submission of questions, requests for clarification, and/or requests to waive any solicitation requirement (please see Section 5.7– Exceptions and Extraneous Terms). Questions, clarifications and/or requests must be submitted via email to the Designated Contact:

Sean Jones

Contract Management Specialist I

NYS Office of General Services | Financial Administration | Agency Procurement Office

32nd Floor, Corning Tower Building, Empire State Plaza, Albany, NY 12242

518-486-5542 | sean.jones@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 1.5– Key Events. Questions received after the deadline may not be answered. OGS will distribute an addendum with all Questions and Responses to Questions via email on or about the date listed in Section 1.5– Key Events, to the Primary Contact Person for all vendors that attended the pre-proposal conference.

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 identified below should be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

Proposers are encouraged to include all information that may be deemed pertinent to their proposal. 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

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 as indicated in Section 1.5 – Key Events. The cover letter should include the full contact information of the person(s) OGS shall contact regarding the proposal and must also include the name(s) of principal(s) of the company responsible for this contract, their function, and title. A Proposer Representative authorized to make contractual obligations should sign the cover letter.

3.2.1.2 Minimum Requirements

Proposers must submit information to confirm their ability to meet the minimum qualifications to provide services requested in this RFP as set forth in Section 1.4 – Minimum Proposer Qualifications.

Information provided should include:

1. Description of how long the contractor has been providing, implementing, and maintaining Risk Management Information System.

2. At least one client / project references including contact information that can confirm the Proposer meets the first minimum requirement in section 1.4– Minimum Proposer Qualifications. Reference information should include name, email, and phone number of reference contact.
3. At least one client / project references including contact information that can confirm the Proposer meets the second minimum requirement in section 1.4– Minimum Proposer Qualifications. Reference information should include name, email, and phone number of reference contact.

3.2.1.3 Experience and Qualifications

1. Describe the customer(s) that's reference information was provided to satisfy the minimum qualifications. Include, dates of service, type of customer and any unique requirements, customizations, and/or parallels to the requirements in this RFP.
 - a. Describe up to five additional entities that have utilized the proposed RMIS in the past five years. Provide contact information for these entities for references purposes.
 - b. Describe your firm's experience with the process of implementing and maintaining a RMIS, providing examples (including from public sector entities) of actual service implementations that your firm has accomplished.
 - c. Identify who will be representing your firm at the kickoff meeting and recurring status meetings for the duration of the project. Include the title, resume, and function for each representative.

3.2.1.4 Plan of Operation

Provide a detailed outline of plans and approach for providing all services required by the Scope of Work (section 2) of this RFP.

1. Identify use of any Subcontractors and the functions they will perform.
2. Describe your background check procedure for contractor and subcontractor employees
3. Describe your implementation plan. Plan should include:
 - a. Timeline
 - b. Staffing Plan including Project Manager and Business Analyst and their resumes as indicated in section 2.5 – Project Management
 - c. Any additional steps beyond the minimum indicated in section 2.6 – Implementation
4. Describe how your firm will meet or exceed the implementation support requirements outlined in section 2.7 – Implementation Support of this RFP.
5. Describe how your firm will meet the training requirements found in section 2.8 - Training and Documentation.
6. If applicable, identify the Cloud Provider utilized by the firm to host the RMIS and provide copies of any Service Level Agreements (SLAs) in place for the proposed Cloud Solution.
7. Identify how system updates/upgrades are implemented and how OGS will be notified of these system changes.
8. Note if OGS may reject new versions of software.
9. Describe how your firm will meet or exceed the support requirements outlined in section 2.11 – Support of this RFP.
10. Describe your proposed performance standards. Please also see section 2.14 – Performance Standards.

3.2.1.5 Mandatory Functionality

1. Complete RFP Attachment 5 – RMIS Requirements and return with Technical Proposal.
2. Describe in detail your proposed system's security plans and features, including those for business continuity (BCP), disaster recovery (DRP), and continuity of operations (COOP), internal

control processes, and provide copies of the most recent third-party audit of your SaaS RMIS and for cloud solutions RFP Attachment 4 - Consensus Assessments Initiative Questionnaire (CAIQ).

3. For each mandatory item listed in section 2.2, indicate if your proposed RMIS meets the requirements and how. The order of the response should mirror the order of the requirements. If any items are not part of Proposer's "commercial off-the-shelf" RMIS, please describe the process by which these item(s) will be incorporated.
4. Describe what transaction, security, and access logging your proposed RMIS has.
5. Describe how your proposed RMIS defines and sorts "metadata".
6. Describe how your proposed RMIS manages individual user queues.

3.2.1.6 Desired Functionality

1. Complete RFP Attachment 5- RMIS Requirements and return with Technical Proposal.
2. For each desired item listed in section 2.3, indicate if your proposed RMIS provides the functionality and if so how. The order of the response should mirror the order of the requirements. If any items are not part of Proposer's "commercial off-the-shelf" RMIS, but will be part of the proposed solution, please describe the process by which these item(s) will be incorporated.
3. Describe any other value-added functionality your RMIS offers.

3.2.2 Cost Proposal

Proposer shall submit a completed RFP Attachment 1 – Cost Proposal Form in a separately sealed package within the proposal submission and must be clearly identified as the Cost Proposal as indicated in Section 3.4 – Packaging of RFP Response. Each 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

1. All required completed forms from RFP Appendix B.
2. Attachment 7 Proposal Submission Checklist should be completed and submitted with proposal. Proposers should indicate on the Proposal Submission Checklist where each requested item is located in their proposal.
3. **MWBE.** This procurement includes MWBE participation goals of which all Proposers must comply. Refer to Appendix E of this solicitation for specific details pertaining to this procurement opportunity. The New York State Contract System includes an MWBE Directory that can be utilized to find certified MWBE businesses to meet this requirement. <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687>
4. **SDVOB.** This procurement includes SDVOB participation goals of which all Proposers must comply. Refer to Appendix F of this solicitation for specific details pertaining to this procurement opportunity. The directory of New York State Certified SDVOBs can be utilized to find SDVOB businesses to meet this requirement: <https://online.ogs.ny.gov/SDVOB/search>
5. Signed bid addenda (if any)
6. Important Notes:
 - a. Insurance – Proposers are reminded of the insurance requirements as described in RFP Appendix D - Insurance Requirements. The selected Proposer will be required to provide all necessary documentation upon notification of selection.
 - b. Vendor Responsibility - Proposers are reminded of the requirement as described in Section 6.12 - NYS Vendor Responsibility Questionnaire, and are requested to complete the online

questionnaire located on the OSC VendRep System website prior to bid submission. If the vendor has previously certified responsibility online, it shall ensure that the VRQ was recertified in the last 6 months.

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

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 (see Section 3.2- Proposal Format and Content) should be separated and identified within the submission package as follows:

1. **Technical** – One original copy and four exact copies. No overt statements about cost shall be included in the Technical Proposal.
2. **Cost** – One original and one exact copy of RFP Attachment 1 – Cost Proposal Form clearly marked “Cost Proposal” in a separate sealed envelope.
3. **Administrative** - One original copy

Please provide one digital record (Thumb Drive) containing technical, administrative, and cost proposals. The digital record should be an exact scan of each proposal, including signatures. 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.

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

- Proposer 's complete name and address
- Solicitation Number – 2137
- Proposal Due Date and Time: (as indicated in Section 1.5 - Key Events)
- Proposal for RMIS

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 including signed bid addenda if any, to the NYS Office of General Services - Division of Financial Administration at the following address:

**NYS Office of General Services
Financial Administration, Agency Procurement Office
32ND Floor, Corning Tower Building, Empire State Plaza
Albany, NY 12242
Attn: Sean Jones
Bid # 2137**

E-MAIL OR FAX BID 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 bid or for any work performed prior to the formal execution and approval of a contract.

Bids must be received in the above office on or before 2:00 PM on the date indicated in Section 1.5- Key Events. Proposers assume all risks for timely, properly submitted deliveries. Proposers mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid at the specified location no later than the specified date and time.

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

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

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

Bids 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 bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120-day period until either tentative award of the contract(s) by issuing Office is made or withdrawal of the bid in writing by 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 at all times, and all responses to this RFP, once delivered, become the property of the State.

Important Building Access Procedures for Delivered Bids:

Building Access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering bids. **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 bids or conduct business with OGS 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>

3.6 Alternate Proposals

OGS recognizes that proposers may have more than one proposed solution for this project. Therefore, proposers may submit a second proposal for this RFP. The second proposal must be clearly labeled as an 'Alternate Proposal'. The alternate proposal must include complete and separate technical and cost proposals and be submitted in accordance with all submission instructions as outlined in this RFP. Note however additional Administrative proposals will not be required.

Any alternate proposals received will be evaluated as separate proposals.

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. Proposers are encouraged to include all information that may be deemed pertinent to the evaluation of their proposal.

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

The technical evaluation team will subsequently evaluate and score each responsive proposal for items A, B, C, and D listed below. Points for MWBE, SDVOB or SBE status will be awarded as described in E 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 F listed below). Each subsequent proposal will receive a proportionate number of points.

The evaluation team will grade each evaluation item (A-D) using a 0 – 10 scale. That grade will be applied to the category weight to determine the category points. Example: a perfect grade of 10 in each category (A-D) would receive 665 points (66.5%).

Scores from each of the Proposers, including items A-F 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.

4.1.1 Evaluation Items

A. PROPOSER EXPERIENCE AND QUALIFICATIONS (20%)

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. Please see section 3.2.1.3 – Experience and Qualifications

B. OPERATIONAL PLAN (16.5%)

Each proposal will be evaluated as the extent to which implementation is done efficiently, strength of support, quality of training, quality of security and any other tasks found herein. Please see section 3.2.1.4 – Plan of Operation.

C. FUNCTIONALITY (25%)

Achieving functionality is pass/fail, however, each Proposal will be evaluated as to the manner to which the functionality meets the goals and requirements of the Solicitation. Please see section 3.2.1.5– Mandatory Functionality and section 3.2.1.6 – Desired Functionality

D. QUALITY AND COMPLETENESS (5%)

Each Proposal will be evaluated for the level of thoughtfulness it demonstrates in satisfying and addressing the RFQ goals and requirements. Consideration also will be given to the overall organization of, and ease of navigation of the submitted proposal.

E. MWBE, SDVOB or SBE Status (3.5%)

Proposers that are New York certified Minority and Women Owned Business, New York State certified Service-Disabled Veteran-Owned Business or a New York State small business as defined in Executive Law Section 310(20) will receive an additional 3.5% for such status. Please see RFQ Appendix E – MWBE Goals

Note: Although a Proposer may meet more than one criterion, credit is to be awarded for only one category, not multiple categories

F. Price (30%)

The Grand Total Bid Amount will be evaluated in relation to all cost proposals submitted by responsive Proposers. Price shall be calculated as the Total Cost of Ownership. Total Cost of Ownership will be the purchase price of a proposed solution, plus operating costs over the contract's term. Please see section 5.3 – Price.

4.2 Down Select

The proposals with the three highest total preliminary scores, and any proposals within or equal to 50 points of the highest preliminary score, will be considered finalists and asked to demonstrate their system to OGS.

4.2.1 Preliminary Score and Down Selection

Each of the cost proposal scores (item f) will be added to the technical score (items a-e) to develop the total preliminary scores. The firms with the three highest total preliminary scores, and any additional firms within or equal to 50 points of the highest preliminary score, will be the finalists.

4.2.2 Demonstrations

As indicated above, finalist proposers will provide a demonstration to the evaluation team on a date, time and location to be designated by OGS. OGS reserves the right at its sole discretion to hold this demonstration in person or remotely. The purpose is to provide an overview of the proposed technical solution and provide clarification on any aspect of the technical proposal, including its proposed solution, the companies' capabilities and experience. If the proposed turnkey RMIS system includes a cloud component, then the vendor must provide temporary access to a cloud environment for hands-on demonstration testing by OGS BRIM staff.

4.2.3 Recalculation

Cost proposals (item f) will be recalculated using only the cost proposals from the finalist firms, and the formula described in Section 4.1. Following the demonstrations, the evaluation team may adjust their technical scores for items a, b, and c. The recalculated scores for items a - f will be combined to develop the final technical and cost score (100%).

4.2.4 Final Composite Score

Scores from each of the finalist 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.

4.3 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 their 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 approval from the Issuing Office.

5. ADMINISTRATIVE INFORMATION

5.1 Issuing Office

This RFP is being released by OGS, Financial Administration, on behalf of New York State Office of General Services Bureau of Risk and Insurance Management.

5.2 Method of Award

One contract shall be awarded under this solicitation to the responsive and responsible Proposer affording the best value to the State. The contract awarded under this solicitation will be made to the responsive and responsible Proposer receiving the highest point total using the evaluation criteria listed in Section 4 - Evaluation and Selection Process.

Upon determination of the best value proposal, a contract, between OGS and the successful Proposer, will be delivered to the successful 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 Contractor.

The Grand Total amount bid by the selected Contractor, shall be used to establish the contract value. The established contract value shall not be exceeded.

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.

5.3 Price

Proposers must submit their cost proposal for services necessary to provide the State with the required deliverables using RFP Attachment 1 Cost Proposal Form. Any deviations, alterations, qualifiers, ranges, etc. included with the cost proposal will result in rejection of the proposal. Bid prices shall include all proposed labor, equipment, materials, supplies, etc. to provide the specified service. All prices proposed shall be inclusive of all customs, duties and charges including but not limited to travel, insurance, administrative, profit and ancillary costs.

5.3.1 OGS Solution Costs

1. Item I: On-Premise Infrastructure Costs

Item I shall include all ITS provided server infrastructure required for an on-prem solution deployed in the NYS Data Center. OGS is expecting to need two environments for their solution; test and production. For each environment, proposers are to enter in the attributes and requirements for each of the servers required (web, application or database) for both environments. NYS ITS will determine the costs for these infrastructure costs using their current price list for these services. On-Premises Infrastructure Costs that are unidentified in the proposal and arise over the course of the resultant contract's term will be recouped by deducting them from the ongoing maintenance costs (Item II).

2. Item II: Software Costs

Item II shall include any software costs associated with proposed solution. Proposers are to base costs on User Counts contained in Attachment 6 User Roles.

A. Item IIA: Perpetual License Costs

Item IIA shall be a per license and per year of maintenance cost and used if proposer offers perpetual licenses. Total price shall be the initial license cost plus maintenance costs for five years (if applicable).

B. Item IIB: Subscription License Costs

Item IIB shall be a per license cost and used if proposer offers subscription licenses for software proposed. For Cloud solutions, this must include storage costs, plus any other XaaS (e.g., Platform as a Service, Software as a Service, etc.) costs that is not included in their software costs.

3. Item III: Implementation Costs

Item III shall be an hourly rate for each staff title required, summed to a not-to-exceed total for implementing your solution for OGS as described in Section 2.6 Implementation.

4. Item IV: Training

Item IV shall be the cost per day per training. The total amount for training on the proposed RMIS system must include all trainings necessary to meet the requirements described in Section 2.8- Training and Documentation.

5. Item V: Additional Services

Item VI shall be a blended hourly rate for staff required to make a requested change to the proposed system not inherent in scope as written in RFP 2137 – Risk management information system (RMIS).

6. Item VI: Grand Total OGS Solution Costs

Item VI shall be the five-year grand total OGS Solution Costs

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.

5.4 Term of Contract

This contract shall commence upon OSC approval and will be in effect through five years after final system acceptance.

5.5 Method of Payment

The item numbers below correspond to the payable items on Attachment 1 - Cost Proposal. OGS will only pay for goods and services actually rendered.

5.5.1 OGS Solution Costs

1. Item I: On-Premise Infrastructure Costs

No payments will be made to the Contractor for Item 1 costs.

2. Item II: License Costs

License fees will be billable upon execution of contract. Maintenance fees, if applicable, will be billable after system acceptance and annually in advance thereafter.

3. Item III: Implementation Costs

At OGS' discretion, contractor may bill for actual hours worked up to 80% of the total not to exceed proposed implementation cost. Any outstanding hours worked above the 80% will be billable upon system acceptance (please see Section 2.11 – System Acceptance Test).

4. Item IV: Training

OGS shall pay per training upon successful completion of training. Daily rate may be billed in quarter day increments

5. Item V: Additional Services

Additional Services may be billable monthly in arrears for hours worked commensurate with percentage of completion, at OGS discretion. However, the total amount may not exceed the fixed price total of additional work proposal accepted by OGS (see section 2.10 – Additional Services).

6. Item VI: Grand Total OGS Implementation Costs

This item will be used for evaluation purposes and to determine contract value of the winning proposer.

Invoices will be processed in accordance with established procedures of the Office of General Services and the Office of the State Comptroller 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; date(s) of service(s), the specific deliverable(s) worked on; a detailed description of services performed; and \$ amount requested in accordance with contract or PO rates.

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 OGS.**

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 email: Accountspayable@ogs.ny.gov

A copy of each invoice must be submitted via email to the following addresses:

- Leighann.Brown@ogs.ny.gov
- Leeann.Nopper@ogs.ny.gov

5.6 Electronic Payments

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.

5.7 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. Proposers should be aware that failure to obtain a waiver of any proposal requirement in advance of 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 Proposer’s proposal and disqualification from the RFP 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 Section 1.5 Key Events. 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 when ‘OGS Issues a Response to Written Questions’ as identified in Section 1.5 Key Events (if the response results in a change to the RFP), or directly to the requesting vendor.

5.8 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.

5.9 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 Seth Stark, Division of Financial Administration, 32nd Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242 e-mail: seth.stark@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 1.5- 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.

5.10 Prime Contractor Responsibilities

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 RFP, and the contract resulting from the RFP.

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

5.11 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, the singular number shall include the plural number 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.

5.12 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 bid price based on a determination of the evaluation team 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 Proposer(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 winning Proposer 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 bid 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 bid 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 her sole discretion, will determine award using the pre-established process. For best value procurements, cost will be the determining factor.

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.

5.13 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. 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 Agreement
3. OGS RFP Number 2137 (This Document) Including any Addenda
4. Selected Contractor's Bid

6.2 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. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

6.3 Procurement Lobbying Requirement

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/Proposer during the procurement process. An Offerer/Proposer is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by 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 of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Proposer 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 Offerer/Proposer is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

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

6.4 Confidentiality

Contractor agrees to keep confidential and not to disclose to third parties any information provided by the OGS or learned by the Contractor during the performance of the Contract unless Contractor has received the prior written consent of the OGS to make such disclosure. This provision shall survive the expiration and termination of this Contract. The Contractor warrants that all of its operations are compliant with all federal, state and local laws, rules and regulations pertain to the privacy and/or security of personal and confidential information.

6.5 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.

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

Vendors may call DTF at **1-800-698--2909** for 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://tax.ny.gov/>

6.7 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). 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 bid 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. Requests for exemption of the entire contents of a bid 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.

6.8 General Requirements

1. The Proposer agrees to adhere to all State and Federal laws and regulations in connection with the contract.
2. The Proposer agrees to notify OGS of any changes in the legal status or principal ownership of the firm, 45 days in advance of said change.
3. 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.

4. 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 OGS.
5. 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.
6. 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.
7. OGS interpretation of specifications shall be final and binding upon the Contractor.
8. 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.
9. 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 bid on the more expensive option. Final decision will rest with OGS.
10. 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, 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.
11. STOP WORK ORDER – 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, 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 OGS issues a stop work order for the work as provided herein, the Contractor shall have ten (10) 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 OGS, then the stop work order shall be effective immediately.
12. NON-EXCLUSIVE- Contractor does not have an exclusive right to perform the services, and we can choose to use other vendors or state employees to perform part or all of the work.
13. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
14. OGS reserves the right to reject and bar from the facility any employee hired by the Contractor.

6.9 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. Any known / planned use of subcontractors must be disclosed in detail with the proposal. 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 RFP 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 RFP.

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 Director of Bureau of Risk and Insurance Management or her designee, 32nd Floor Corning Tower, ESP, Albany, NY 12242 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 Deputy Commissioner may require concerning the proposed subcontractor's ability and qualifications.

In the event that subcontractors must be used during the term of this contract for Additional Services work (other than specified factory inspection), the following guidelines shall apply.

- A. The Contractor shall procure goods and services using commercially reasonable and prudent practices to obtain the most favorable price and terms. The Contractor will make his/her best efforts and shall document same to obtain written proposals or bids from at least three (3) responsible service providers before selecting the best price and terms. Prior OGS approval is required for all Additional Services. The following conditions apply to competitive bidding for subcontracted additional services:
 1. Each bid will be solicited in a form and manner conducive to uniformity in all bids. The Contractor will maintain documentation of the solicitation and results.
 2. If the Contractor desires to accept other than the lowest bidder, or where competitive bids are not possible, adequate justification must be provided to the State for required prior approval.

OGS shall be free to accept or reject any proposal/subcontract submitted for State's approval, and Contractor shall provide OGS with copies of all documentation OGS may request in relation to such approval rights.

6.10 Extent of Services

OGS reserves the right to re-negotiate at its discretion and 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.

6.11 Termination

1. Termination

The Office of General Services may, upon thirty (30) days' notice, terminate the contract resulting from this RFP in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, OGS may also terminate any contract resulting from this RFP upon ten (10) days' written notice if the Contractor makes any arrangement for the assignment for the benefit of creditors.

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

2. Procurement Lobbying Termination

The Office of General Services 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, the Office of General Services may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

3. Effect of Termination

Any termination by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this RFP 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.

6.12 NYS 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 bid, 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 (6) months prior to the bid 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 bid opening to provide sufficient time to complete the Questionnaire.

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

The 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 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 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 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.

6.13 New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company for usage on all future transactions with New York State. Additionally, the

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

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

Forms to be completed:

www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf

6.14 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.

6.15 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.

6.16 Encouraging Use of NYS Businesses

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

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/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/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.

6.17 Sexual Harassment Prevention

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

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

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

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, 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 Appendix B – NYS Required Certifications, which Bidder must submit with its bid

6.18 Employee Information to be Reported by Certain Consultant Contractors

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 bid/quote submittal.

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

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

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

(Information must be reported on the Contractor's Annual Employment Report (Form B) 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 NYS Office of the State Comptroller
Alfred E. Smith Office Building Bureau of Contracts
Albany, NY 12239 110 State St, 11th floor
Albany, NY 12236
Attn: Consultant Reporting

NYS Office of General Services
Financial Administration-Agency Procurement Office
32nd Floor – Corning Tower
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.

6.19 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 OGS 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 OGS under this Agreement.

- Contractor shall supply OGS with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as OGS'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.

5. Contractor must monitor for breaches of security to any of its systems that store or process private data owned by OGS.
6. Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from OGS.
7. In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify OGS and commence an investigation in cooperation with OGS to determine the scope of the breach.
8. Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.
9. Contractor shall immediately notify OGS following the discovery that OGS's system security has been breached.
10. Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from OGS 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.
11. Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.
12. 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.

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, licenser, licensee, lessor, lessee or any other party):

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (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

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-I Certification
 - Small Business Certifications
- ☐ 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
- ☐ MWBE 100- MWBE Utilization Plan
- ☐ SDVOB Utilization Plan
- ☐ Contract Consultant Forms A and B

Contractor Information

Solicitation Number

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.	Yes	No
New York State Certified Minority Owned Business	Yes	No
New York State Certified Woman Owned Business	Yes	No
New York State Certified Service-Disabled Veteran-Owned Business	Yes	No
Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State?	Yes	No
Will New York State Businesses be used in the performance of this contract?	Yes	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?	Yes	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>	<p>Yes</p>	<p>No</p>
<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>		

STATE OF _____)

SS.: _____

COUNTY OF _____)

On this _____ day of _____, 20__ , before me personally came _____ , to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

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			
City	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	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?	No	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	No	Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?	No	Yes
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.		
Governmental Entity		Date of Finding of Non-responsibility
Basis of Finding of Non-Responsibility (Add additional pages as necessary)		
5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?	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	

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 (518) 457-5181.

Need help?



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

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



Telephone assistance

Sales Tax Information Center: (518) 485-2889

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

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



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



**Office of
General Services**

**Office of Minority and Women-Owned
Businesses & Community Relations**

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.



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.:	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):		



**Office of
General Services**

**Office of Minority and Women-Owned
Business Enterprises**

Commodities and Services

Submit Completed Plan with your bid To:

NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242

Instructions for Submitting the MWBE Utilization Plan for Commodities and Services (Form MWBE 100)

Where required in the Solicitation and/or Contract, submit the completed Plan with your bid package on the stated date and time to:

NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Phone: 518-474-5981

Failure to submit the Plan or obtain a waiver could result in non-award of the Contract.

- **The Plan must contain a detailed description of the supplies and/or services to be provided by each MWBE subcontractor/supplier.**
 - **Complete all items on the form with the exception of the sections marked “For OGS MWBE Use Only.”**
 - **List New York State certified MBE/WBE firms only.** Only MBE/WBE firms certified by Empire State Development’s Division of Minority and Women’s Business Development can be used to meet MWBE Goals. Non-certified firms, or firms that are pending certification, cannot be used toward goal attainment until they are NYS certified.
 - **All listed subcontractors/suppliers will be contacted and verified by OGS.**
 - Bidders/Contractors may attach additional sheets if necessary.
2. To identify New York State certified MWBEs, access Empire State Development’s MWBE directory at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp> For additional information regarding this directory, please call The Empire State Development Corporation at (212) 803-2414 (Downstate) or (518) 292-5250 (Upstate). Additionally, you may contact the OGS MWBE office designated contacts at (518) 486-9284 which will, upon request, provide you with a listing of certified MBE/WBE firms.
 3. Pursuant to 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Actions that do not constitute good faith efforts by Contractors to solicit NYS Certified MWBEs to participate in the Contract include, but are not limited to, the following:
 - (1) Self-performance of tasks on a project.
 - (2) Not engaging an MWBE because it did not submit the lowest quote for work or materials.
 4. OGS will review the submitted Plan and advise Bidder/Contractor of OGS’s acceptance or deficiency within twenty (20) days of its receipt. Bidder/Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify Bidder/Contractor and direct Bidder/Contractor to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal. The approved Plan will be posted on the OGS website within ten (10) days of Contract Award. Any changes to the Plan must be approved by OGS.



Office of
General Services

Office of Minority and Women-Owned
Business Enterprises

Commodities and Services

Submit Completed Plan with your bid To:

NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242

MWBE UTILIZATION PLAN

☐ Initial Plan ☐ Revised plan Contract/Solicitation # _____

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

BIDDER/CONTRACTOR INFORMATION

MWBE Goals In Contract

Bidder/Contractor Name:

NYS Vendor ID:

MBE %

Bidder/Contractor Address (Street, City, State and Zip Code):

WBE %

Bidder/Contractor Telephone Number:

Contract Work Location/Region:

Contract Description/Title:

CONTRACTOR INFORMATION

Prepared by (Signature):

Name and Title of Preparer:

Telephone Number:

Date:

Email Address:

IF UNABLE TO MEET THE MBE AND WBE GOALS SET FORTH IN THE SOLICITATION/CONTRACT BIDDER/CONTRACTOR MUST SUBMIT A REQUEST FOR WAIVER (FORM BDC 333)

MWBE Subcontractor/Supplier Name:

MWBE Certification: ☐ MBE ☐ WBE (If firm is dual certified please select one only)

Please identify the person you contacted:

Federal Identification No.:

Telephone No.:

Address:

Email Address:

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

Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%

MWBE Subcontractor/Supplier Name:

MWBE Certification: ☐ MBE ☐ WBE (If firm is dual certified please select one only)

Please identify the person you contacted:

Federal Identification No.:

Telephone No.:

Address:

Email Address:

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

Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%

FOR OGS MWBE USE ONLY

OGS MWBE Authorized Signature:

☐ Accepted

☐ Accepted as Noted

☐ Notice of Deficiency

NAME (Please Print):

MBE %/\$ _____

WBE %/\$ _____

Date Received:

Date Processed:

Comments:

NYS CERTIFIED MWBE SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/FrontEnd/SupplierSearchPublic.asp?TN=ny&XID=2528>

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

ADDITIONAL SHEET

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

MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			



SDVOB UTILIZATION PLAN

☐ Initial Plan ☐ Revised plan Contract/Solicitation # _____

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

BIDDER/CONTRACTOR INFORMATION

SDVOB Goals In Contract

Bidder/Contractor Name:

NYS Vendor ID:

%

Bidder/Contractor Address (Street, City, State and Zip Code):

Bidder/Contractor Telephone Number:

Contract Work Location/Region:

Contract Description/Title:

CONTRACTOR INFORMATION

Prepared by (Signature):

Name and Title of Preparer:

Telephone Number:

Date:

Email Address:

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

SDVOB Subcontractor/Supplier Name:

Please identify the person you contacted:

Federal Identification No.:

Telephone No.:

Address:

Email Address:

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

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

SDVOB Subcontractor/Supplier Name:

Please identify the person you contacted:

Federal Identification No.:

Telephone No.:

Address:

Email Address:

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

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

FOR OGS USE ONLY

OGS Authorized Signature:

☐ Accepted

☐ Accepted as Noted

☐ Notice of Deficiency

NAME (Please Print):

SDVOB
%/\$ _____

Date Received:

Date Processed:

Comments:

NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified SDVOBs can be viewed at: <https://online.ogs.ny.gov/SDVOB/search>

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

ADDITIONAL SHEET

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

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

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

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

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

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 2137

Appendix C:

Sample Contract

**STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
AGREEMENT FOR
RISK MANAGEMENT INFORMATION SYSTEM (RMIS)
WITH
(CONTRACTOR)
CONTRACT #OGS1-C00XXXX-1140000**

THIS AGREEMENT, made this ____ day of _____, 202_ by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is in the Corning Tower Building, at the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter "Commissioner", "OGS" or "State"), and (Company Name), (hereinafter "Contractor"), with an office at _____.

WITNESSETH:

WHEREAS, the OGS is responsible to obtain, manage, and track select insurance coverage and in fulfilling its responsibility deems it necessary to obtain a Risk Management Information System (hereinafter "RMIS") service 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 a RMIS, 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

OGS shall pay the Contractor for all RMIS 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 contract shall commence upon OSC approval and will be in effect through five years after final system acceptance.

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. 2137, which is annexed as Appendix "B" hereto, and the Contractor's bid, 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.

A) Termination

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

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

Furthermore, OGS 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 Office of General Services 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, the Office of General Services 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 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.

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 (6) years following the close of the State fiscal year to which they pertain and will be made available to representatives of OGS 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 Commissioner of General Services.

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 "Bid", 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 #2137 including Addenda
4. Appendix C – Contractor's Bid

The parties understand and agree that any and all deviations or exceptions taken by Contractor to the State's Invitation to Bid 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 OGS 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 fifteen (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 OGS 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 OGS under this Agreement.

- Contractor shall supply OGS with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as OGS'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 OGS.
- Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from OGS.
- In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify OGS and commence an investigation in cooperation with OGS 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 OGS following the discovery that OGS's system security has been breached.
- Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from OGS 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 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 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 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 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.

CONTRACT NO. C00XXXX

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 this _____ day of _____, 20__, before me personally came

_____, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public

Registration No. _____

State of: _____

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 2137

SAMPLE

Sample Contract

Appendix C

Contractor's Bid

SAMPLE

RFP 2137

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 all 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 B below. Certificates shall reference the Solicitation or award number and 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 of the Certificate or on a submitted endorsement: **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. All liability insurance 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, any entity authorized by law or regulation to use the Contract 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, any entity authorized by law or regulation to use the Contract 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, any entity authorized by law or regulation to use the Contract 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 04 13 (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. 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. For all liability policies 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, any entity authorized by law or regulation to use the Contract 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, any entity authorized by law or regulation to use the Contract 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, any entity authorized by law or regulation to use the Contract 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 liability policies required below for on-going and completed operations naming as additional insured (via ISO form CG 20 10 04 13 or CG 20 38 04 13 and CG 20 37 04 13 and form CA 20 48 10

13, or a form or forms that provide equivalent coverage): The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract 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 B 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

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	\$2,000,000 each occurrence	Upon notification of tentative 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	
Each Occurrence	\$2,000,000	
Damage to Rented Premises	\$50,000	
Medical Expenses Limit	\$5,000	
Business Automobile Liability Insurance	\$2,000,000 each occurrence	
Data Breach and Privacy/Cyber Liability	\$5,000,000	
Technology Errors and Omissions	\$5,000,000	
Crime Insurance	\$5,000,000	
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. Business Automobile Liability Insurance: Such insurance shall cover liability arising out of automobiles 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.

3. Data Breach and Privacy/Cyber Liability: Contractors are required to maintain during the term of this Contract and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the Authorized Users' systems due to the actions of the Contractor which results in unauthorized access to the Authorized User(s) or their data.

Said insurance shall provide coverage for damages arising from, but not limited to the following:

- Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
- Personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or nonelectronic form);
- Privacy notification costs;
- Regulatory defense and penalties;
- Website media liability; and
- Cyber theft of customer's property, including but not limited to money and securities.

If the policy is written on a claims made basis, Contractor must submit to OGS an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for

no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

4. Technology Errors and Omissions: Contractors are required to maintain during the term of the Contract and as otherwise required herein, Technology Errors and Omissions Insurance. Said insurance shall provide coverage for damages arising from computer related services including but not limited to the following:

1. Consulting;
2. Data processing;
3. Programming;
4. System integration;
5. Hardware or software development;
6. Installation;
7. Distribution or maintenance;
8. Systems analysis or design;
9. Training;
10. Staffing or other support services; and
11. Manufactured, distributed, licensed, marketed or sold cloud computing services.

The policy shall include coverage for third party fidelity including cyber theft.

If the policy is written on a claims made basis, Contractor must submit to OGS an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

5. Crime Insurance: Contractors are required to maintain during the term of the Contract and as otherwise required herein, Crime Insurance. Crime Insurance on a "loss sustained form" or "loss discovered form" providing coverage for Third Party Fidelity. In addition to the coverage above:

- The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- The policy must include an extended reporting period of no less than one (1) year with respect to events which occurred but were not reported during the term of the policy.
- Any warranties required by the Contractor's insurer as a result of this Contract must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees) of the Contractor as a result of this Contract.
- The policy shall include coverage for third party fidelity, including cyber theft if not provided as part of Cyber Liability, and name the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use this Contract as an Authorized User and their officers, agents, and employees as "Loss Payees" for all Third Party coverage secured. An Endorsement naming as Loss Payees "The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use this Contract as an

Authorized User and their officers, agents and employees” shall be provided upon request. A blanket Loss Payee Endorsement evidencing such coverage is also acceptable. This requirement applies to both primary and excess liability policies, as applicable.

- The policy shall not contain a condition requiring an arrest and conviction.

6. 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 notification of tentative award, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers’ Compensation Board. **An ACORD form is not acceptable proof of New York State workers’ compensation or disability benefits insurance coverage.**

Proof of Compliance with Workers’ Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers’ Compensation Board’s website (www.wcb.ny.gov);
- Form C-105.2 (9/15), *Certificate of Workers’ Compensation Insurance*, sent to 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.wcb.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>. Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

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.

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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, liquidated damages pursuant to clause IX of this section, and/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 conviction and prior arrest.

IV. Contract Goals

- A. OGS hereby establishes an overall goal of 30 % for MWBE participation, 15 % for Minority-Owned Business Enterprises ("MBE") participation and 15 % for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and/or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. The MWBE Regulations are located at 5 NYCRR §§ 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women-Owned Business Enterprises. 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.

- C. Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

V. MWBE Utilization Plan

- A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.
- B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, and the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.
- C. By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE.
- D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 30 days of receipt.
- E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- F. OGS may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an MWBE Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OGS determines that the Bidder has failed to document good faith efforts.

- G. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.
- H. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts of the OGS Office of Minority- and Women-Owned Business Enterprises for guidance.
- B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.
- C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports, determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

VII. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required 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.

VIII. Monthly MWBE Contractor Compliance Report

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.
- B. When a Contractor receives a payment from a State agency, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.
- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: **"Introduction to the System – Vendor training"** and **"Contract Compliance Reporting - Vendor Training"** to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/events.asp>
- D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on **"Account Lookup"** to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing **"Change Info."** It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through **"Request New User."** When identifying the person responsible, please add **"- MWBE Contact"** after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for **"Contact Us & Support"** then **"Technical Support"** on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS

MWBE Office, 29th Floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

- F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages provisions in clause IX below.

IX. Breach of Contract and Liquidated Damages

- A. Where OGS determines that the Contractor is not in compliance with the requirements of this Contract, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

X. 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>

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Appendix F:

SDVOB Requirements

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 (“SDVOB”), 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, Bidders are 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.

I. Contract Goals

- A. OGS hereby establishes an overall goal of 6 % for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the OGS Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- B. Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to OGS.

- C. OGS will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of OGS acceptance or issue a notice of deficiency within 20 days of receipt.
- D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by OGS, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. OGS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an SDVOB Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OGS determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request for Waiver

- A. **Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at OGS for guidance.**
- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by OGS at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the

notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the primary designated contact as stipulated on the front cover of this solicitation and within the body of the solicitation itself.

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified SDVOBs whom OGS determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available at <https://ogs.ny.gov/veterans/> and should be completed by the Contractor and submitted to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to:

NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242

Please include the contract number and primary designated contact name with this report.

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

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

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Attachment 1:

Cost Proposal

*Digital version may be found at:
<https://ogs.ny.gov/procurement/bid-opportunities>

Company Name:	
<p>This sheet will be used to capture all of the costs for procuring and implementing the solution. It contains multiple tables formatted to capture the five-year total cost of ownership for the various components of the system being proposed. It is designed to capture potential Cloud subscription costs and perpetual license costs. Only fill out those lines that are relevant to your solution and enter \$0 for any that are not relevant, or if there is no charge. Any fields left blank will be considered no cost and will not be billable to OGS. If you are proposing a Cloud solution with no on-premise components, you do not need to fill out Item 1.</p>	

Item I: On-Premise Infrastructure Costs							
<p>The table below is to capture all server infrastructure costs associated with solutions deployed in the NYS Data Center. If your solution will be deployed in the NYS Data Center, we need to know the recommended configuration for all servers and database instances to support the application, broken down into web servers, application servers, and database instances. OGS is expecting to have two environments for an on-prem solution: test and production. For each environment, select the specifications required for each server function. While the solution allows for a separate web server from the application server, this is not a requirement. The Operating System and Platform columns are drop-down values, based on the technologies that are supported in the NYS Data Center.</p>							
Server Function	Description	Operating System	Platform	Quantity	# of cores	RAM (GB)	Storage (GB)
Item I Total Hardware Cost to be calculated by NYS ITS after bids are received:							

Item II: License Costs							
<p>The table below is to capture all software license costs associated with the proposed solution. There are sub-tables; one for perpetual license costs and one for subscription costs. Data only needs to be added into the table(s) appropriate for the licensing model of the solution.</p>							
Item IIA: Perpetual License Costs							
<p>For the Perpetual License Table below, Column E captures the cost per license for purchasing the perpetual license. As some perpetual software licenses may come with maintenance built into the initial purchase, columns F and G are designed to allow bidders to specify only the needed yearly maintenance costs required to cover a total of 5 years worth of maintenance. For example, if a piece of software comes with 1 year of maintenance included in the purchase, you should put the total yearly maintenance cost in Column F and '4' in Column 'G.' Column H will add the initial cost per license to the product of yearly maintenance cost and number of years maintenance required ($H = (D * E) + (F * G)$). If a Site license (i.e., unlimited users) is being proposed, then use the phrase 'Site License' as part of the Description in Column B and enter the value of '1' in column D. Proposers are to base license counts on attachment 6 user roles. \\</p>							
Software Name	Description	Product Number / Version Number	Number of Licenses	Initial Cost Per License	Total Yearly Maintenance Cost	# of Years Additional Maintenance Required	5-year Total Cost of Ownership
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
Item IIA Total Perpetual License Cost:							\$ -

Item IIB: Subscription License Costs							
<p>For the Subscription License Costs table below, enter the total costs for any Cloud and On-prem subscription licenses that are part of the solution. This must include all Cloud storage costs, plus any other XaaS (e.g., Platform as a Service, Software as a Service, etc.) costs not included in your software license costs. In column E, enter the yearly subscription cost for each item on that line. Column F will multiply the quantity (Column D) by the cost per item (Column E) to determine the total annual subscription fee. Column G will multiply Column F to get the 5-year cost of ownership.</p>							

Service Category	Item Description	Product Number / Version Number (if applicable)	Quantity	Yearly Cost Per Item	Total Annual Subscription Fee	Number of Years Required	5-year Total Cost of Ownership
					\$ -	5	\$ -
					\$ -	5	\$ -
					\$ -	5	\$ -
					\$ -	5	\$ -
					\$ -	5	\$ -
					\$ -	5	\$ -
					\$ -	5	\$ -
					\$ -	5	\$ -
					\$ -	5	\$ -
Item III Total Cloud Service Cost:							\$ -

Item III: Implementation Costs			
This table is to capture the costs for implementing your solution for OGS as described in Section 2.6 Implementation. Column E will be the product of the hourly rate and number of hours (E= C x D).			
Title	Hourly Rate	Number of hours	Total (Not to Exceed) Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total ('Not To Exceed') Implementation Cost:			\$ -

Item IV: Training Costs			
This table is to capture the costs for training OGS staff in how to use the system. Proposers are reminded of the requirements in section 2.8 Training and Documentation. Column E will be the product of the daily rate and the number of days (E = C x D). Fractions of days can be used in the 'Number of Days' column, as long the total of onsite training is at least 2 days.			
Training Description	Cost / day	Number of Days	Total Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Training Cost:			\$ -

Item V: Additional Services			
OGS anticipates a possible need for enhancements/changes to the initially implemented system. The table below is designed to capture the hourly cost for such services by using a blended hourly rate. Column E will the product of the blended hourly rate and 200 (E= C x 200).			
Title	Hourly Rate	Number of hours	Total (Not to Exceed) Cost
Blended Hourly Rate		200	0
Total Cost for Potential Additional Services:			\$ -

Item VI: Grand Total OGS Solution Costs	
Item VII: Total Solution Costs for OGS (Items I II, III, IV, and V):	\$ -

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Attachment 2:

Workflows

Policy Procurement, Standard Renewal Process:

Background:

Approximately 100+ policies renewed Annually

3 Month Transaction process time per policy

Policy range from \$100 - \$2MM+

3-4 people in BRIM handle the procurement and administration of the policies

In addition to procuring the policies on behalf of our State entity customers, BRIM also provides administrative services for those policies. These services include claims administration, certificate requests, endorsements, audits, attending meetings as needed.

- In all instances, BRIM is the intermediary between the insured agency and the broker since BRIM is the one who holds the contract with the brokers.
- Processes are almost all email driven.
- Multiple Excel spreadsheets are used to track practically everything, including policy information, invoices, certificates, claims, exposures, contacts...
- Manually save emails and documents on a shared drive so that all BRIM members can access them. Folder structures are used to tie documents to specific agencies, policies, years, or other document types.

We are looking for a system that will replace our multiple excel spreadsheets and shared drive that also has built in workflows and added functionality that will enhance our productivity and efficiency.

Workflow:

- Keep an agenda in Word of current workload and policy statuses
 - a. This is how BRIM knows what policies are coming up for renewal
 - b. Monitored / Manually updated Daily
 - c. Saved on shared V:/ Drive
 - d. BRIM Meeting weekly to review agenda document including
 - i. Upcoming Renewals
 2. Claims
 3. New Coverage requests
 4. Problems / Questions for existing policies
 5. Policy Audit Status
 6. Billing
 7. Contract Funding

8. Outstanding Endorsements

9. Overdue Policy issuance

- Identified Policy Renewal
 - a. Assistant Director assigns to BRIM processor
 - b. Processor identifies broker based on policy type- Brokers are on contract for specific lines of insurance
 - c. Processors review previous year's records for clarification prior to contacting broker
 - d. Email Broker of record to begin renewal
- Broker emails processor applicable documentation needed for renewal
- Processor contacts (emails) insured to request completed renewal documents and requested information by broker
 - a. Processors first follow-up 14 days
 - b. Processors multiple follow-ups as needed
- Insured completes and submits requested information to processor - preferably within 30 days of initial request. BACK and FORTH Q&A, Clarification
- BRIM processor reviews for completeness and accuracy and forwards to Broker
 - a. Broker markets it out to insurance carriers
 - b. Broker completes marketing/negotiations and renewal process within 30 days (preferably)
 - c. BRIM Processors and Broker in contact throughout process (status updates/Clarifications)
- Broker presents/submits proposals, quotes and marketing summary to BRIM processor
- BRIM Processor reviews proposals for any errors or discrepancies
- BRIM Processor forwards to Insured for approval with detailed summary explaining the renewal options
 - a. Highlight any changes from last year
 - b. If more than one quote, make a recommendation
- Insured reviews/approves send back to BRIM
 - a. Documents / approvals required
- Once agency agrees to renewal, email approval to bind to the broker
- Email agency confirmation of renewal and billing/cost recovery information
- Request and review any needed certificates
- File all appropriate renewal emails on the V drive
- Confirm invoice meets quote once it is received
 - a. Review emailed invoice amount against quoted/approved premium
 - b. Print Invoice and backup and attach to invoice with tracking slip
 - c. Complete tracking slip as required

- d. Sign and date paper invoice with 'ok to pay'
 - e. Email group that invoice is correct
 - f. Enter policy and invoice information into the three different Excel spreadsheets
 - g. Mark on agenda that invoice has been received, approved and printed
- File Invoice and all related backup on the V drive in the invoice folder. If there is more than one invoice in the folder, create subfolders
- Review policy once it is received, send to agency (as appropriate), save on V drive and update Endorsement spreadsheet
- BRIM creates quarterly invoice to recoup premium amount from Insured (agency) and manage payment in SFS
- As needed, audit policy at end of term

Insurance document review for OGS and Statewide contractors:

Workflow:

New Vendor/Bidder Review

1. Casualty Insurance Analyst (CIA) are assigned new Contracts
2. Read existing insurance requirements
3. Decide which documents the CIA needs to begin insurance review
4. Create a checklist for the CIA and for the Vendor/Bidder

Excel Template is found in a shared drive

BRIM > Insurance> Miscellaneous > Insurance Reviews > Sample Forms-Questions-Responses > Insurance Requirements Checklists > Basic Checklist

Creating a Checklist

Complete Insurance Package Checklist

5. CIA needs to review Vendor/Bidder tracker in SharePoint for accuracy and completeness:
Vendor/Bidder Name/Notes from PS/Contact Information/FEIN
6. CIA needs to cross reference the tracker to the Vendor/Bidder folders
7. CIA should communication with Contract Management Specialist (CMS) from PS fi the CIA believes there are any discrepancies or missing information
8. CIA needs to set up folders in the Vendor/Bidder folder: Archive/Clarifications/DocsRecd/GoldCopy
9. CIA reviews insurance docs provided for accuracy and files appropriately
10. CIA emails the Vendor/Bidder to request required documents that are missing and are required by the contract insurance requirements (a lot of back and forth)
11. CIA updates the Contract Tracker and the weekly agenda
12. Once the Gold Copy folder is complete:
 - a. the CIA makes sure the folder is tidy, uniform in document titles
 - b. the CIA informs the CMS that the insurance is complete
 - c. CIA updates the Contract Tracker that the file is complete
 - d. CIA updates the weekly agenda that the work is complete
 - e. CIA files the checklist in the Gold Copy
13. CIA needs to stay informed as to when the Contracts are put up and must update the weekly agenda template and update the excel renewal tracker

Renewal Vendor/Bidder Review

1. Casualty Insurance Analyst (CIA) are assigned renewals by Contract
2. Read existing insurance requirements
3. Decide which documents the CIA needs to begin insurance review
4. Create a checklist for the CIA and for the Vendor/Bidder. CIA can use the original checklist but it must still be reviewed for accuracy.

Excel Template is found in a shared drive

BRIM > Insurance > Miscellaneous > Insurance Reviews > Sample Forms-Questions Responses > Insurance Requirements Checklists > Basic Checklist

Creating a Checklist

Complete Insurance Package Checklist

5. CIA needs to review Vendor/Bidder tracker in SharePoint to make sure they are checking the correct information on insurance documents to reduce repeated errors if there is an error from the previous year: Vendor/Bidder Name/FEIN
6. CIA must determine what policies have expired
7. CIA should communication with Contract Management Specialist (CMS) from PS if the CIA believes there are any discrepancies or missing information
8. CIA needs to make sure the folders in the Vendor/Bidder folder are set up appropriately: Archive/Clarifications/DocsRecd/GoldCopy
9. CIA emails the Vendor/Bidder to request new documents to replace the expired documents that are required by the contract insurance requirements (a lot of back and forth)
10. CIA updates the weekly agenda
11. Once the Gold Copy folder is up to date:
 - a. the CIA makes sure the folder is tidy
 - b. CIA updates the weekly agenda that the work is complete
12. CIA needs to update the excel renewal tracker

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Attachment 3:

Data Elements

Current Data Collected by BRIM

Policy Payment Spreadsheet (tracks Broker invoices and billback to agencies)

Date Received	N/E/R/O	Invoice	Broker	Policy #	Company/Carrier	Coverage	Policy Term	Premium	Agency/Contact	Agency Code	Date to Finance	Chartfield Report Date / SFS Voucher #	Notes	Cost Recovery	SFS Total	SFS Invoice #
9/30/2019	O-Audit	303	Cool		Security National Insurance Co.	Revised Audit for Nassau Interim Finance Authority's Workers Compensation Policy	11/18/16-11/18/17	-\$15.00	NIFA	60238	9/30/2019	SFS Report as of 1/17/20 Voucher #	Prebilled in January	\$ -	\$ (15.00)	1847
10/16/2019	O-Credit	303	Cool		Hartford Fire Insurance Co.	Credit to State Insurance Funds Builder's Risk Policy for	1/3/17-11/30/19	-\$117.00	SIF	00640	10/16/2019	SFS Report as of 1/17/20 Voucher #		\$ -	\$ (117.00)	1867
10/16/2019	E	303	Cool		Hanover Insurance Co.	Corrected Endorsement to amend EDP limits to the Master Inland Marine Policy for 2nd year premium, effective 7/1/19.	7/1/18-7/1/20	-\$39.00	EFC	21750	10/16/2019	SFS Report as of 1/17/20 Voucher #	EFC Premium: \$77 Prebilled in January with Invoice #3033946	\$ 5.78	\$ 82.78	1844
									DOL	DOL01			DOL Premium: \$-116 Prebilled in January with Invoice #3033946	\$ 17.18	\$ (116.77)	1763
11/13/2019	E	304	Cool		Hanover Insurance Co.	Endorsement to extend coverage to 12/17/19 and increase the value to \$ on the Builder's Risk Policy for Project	1/24/19-12/17/19	\$7,566.00	OGS	01050	11/13/2019	SFS Report as of 1/17/20 Voucher #		\$ 567.45	\$ 8,133.45	1881
11/13/2019	O-Audit	304	Cool		Twin City Fire Insurance Co.	Audit to Buffalo Fiscal Stability Authority's 2018-19 Workers	9/19/18-9/19/19	\$297.00	BFSA	28995	11/13/2019	SFS Report as of 1/17/20 Voucher #		\$ 22.28	\$ 319.28	1870
11/5/2019	R	304	Cool		Travelers Casualty &	Renewal of Surety Bond for NYS Higher Education Services	12/31/19-12/31/20	\$500.00	HESC	HES01	11/5/2019	SFS Report as of 1/17/20 Voucher #		\$ 50.00	\$ 550.00	1877
11/19/2019	N	304	Cool		Wright National Flood Insurance	Placement of NFIP Flood Policy for	9/28/19-9/28/20	\$383.00	GOSR	00526	11/19/2019	SFS Report as of 1/17/20 Voucher #		\$ 28.73	\$ 411.73	1866
11/19/2019	N	304	Cool		Wright National Flood Insurance	Placement of NFIP Flood Policy for	9/21/19-9/21/20	\$190.00	GOSR	00526	11/19/2019	SFS Report as of 1/17/20 Voucher #		\$ 14.25	\$ 204.25	1866

Returned broker invoices

[illegible]

Current policy placements

Agency Code	Agency	Policy	Effective Date	Policy Term	Carrier	Broker	Expiring Premium Plus Endorsements	Renewal or Current Invoice	Endorsement Activity
01050	OGS	Builder's Risk for [REDACTED]	2/13/2020	2/13/20-4/2/22	Hanover	Cool		\$ 28,807.00	
01050	OGS	Builder's Risk for [REDACTED] rebid	12/9/2019	5/23/17-6/18/22	Hanover	Cool		\$ 44,875.00	\$ 67,522.00
01050	OGS- Tulip	Master TULIP	8/26/2019	2019-20	Philadelphia Specialty Insurance Company	Cool	\$ 9,052.20	\$ 3,217.00	
OMH01/51000	OPWDD	General Liability	2/28/2020	2020-21	Philadelphia Indemnity	Cool	\$ 36,534.00	\$ 26,100.00	
PRK01/49070	Parks/Vital Brooklyn	General Liability	8/30/2019	2019-20	Starr Indemnity & Liability Co	Cool	\$ 27,000.00	\$ 25,750.00	
21900	Performing Arts	Crime	4/1/2020	2019-22	Great American	Cool	\$ 1,317.00	\$ 3,080.00	
21900	Performing Arts	D&O	9/24/2019	2019-20	Federal Insurance Company	Cool	\$ 2,660.00	\$ 2,660.00	
00640	State Insurance Fund	Bond	12/20/2018	2018-21	Western Surety	Cool	\$ 375.00	\$ 375.00	
00640	State Insurance Fund	Package	2/28/2019	2019-20	Valley Forge	Cool	\$ 62,133.01	\$ 66,153.01	\$ 546.00

Endorsement log (multiple tab samples)

Type of Policy	G.L.									
Policy Number	01UENGE9922									
Carrier	Hartford Fire Insurance Co.									
Policy Effective Date	4/1/2019-20									
Broker	Cool									
Endorsements										
Effective Date	Limit	Coverage	Description	Date Requested	Date Received	Requestor	Premium	Endorsement Number	Agency	
4/1/2019			Invoice Received		3/28/2019	SLM	#####	NA	OGS - 01050	
6/1/2019			End to remove 61 Broadway NYC for Commission on Judicial, eff 6/1/19	5/30/2019	6/5/2019	SLM	\$ (1,018.00)	1593	CJC01	
6/1/2019			End to remove 61 Broadway NYS Inspector General, eff 6/1/19	5/30/2019	6/5/2019	SLM	\$ (910.00)	1599	MIG01	
7/31/2019			End to remove 445 Hamilton Street for OCFS.	8/2/2019	8/12/2019	SLM	\$ (113.00)	1606	CFS01	
8/8/2019			End to remove coverage from the 4/1/ GL Policy for SUNY Albany, eff 8/8/19.	8/14/2019	8/23/2019	SLM	\$ (25.00)	1613	SNY01/28010	
			Received Policy		12/26/2019					
6/19/2019			End to remove coverage, deleting SUNY Cantons 125 Brookley Rd location, effective 6/19/19.	3/9/2020	3/17/2020	SLM	\$ (199.00)	1662	SNY01/28360	
2/14/2020			End to remove coverage for 227 North Country Rd, Winding Creek for LIPA.	3/30/2020	4/8/2020	SLM	\$ (12.00)	1665	LIPA-21670	

Type of Policy	TULIP							
Policy Number	PHPK2025795							
Carrier	Philadelphia Ins Co							
Policy Effective Date	8/26/2019-20							
Broker	Cool							
Endorsements								
Effective Date	Limit	Coverage	Description	Date	Date Received	Requestor	Premium	
09/01/19			Rollover deposit premium				\$ 2,000.00	
09/01/19			Received September report totaling \$707.		10/10/2019		\$707.00	
10/01/19			Received October report totaling \$0.00		11/4/2019		\$0.00	
11/01/19			Received November report totaling \$0.00		12/2/2019		\$0.00	
12/01/19			Received December report totaling \$ 0.00		1/3/2020		\$0.00	
01/01/20			Received January Report totaling \$310.00		2/26/2020		\$310.00	
02/01/20			Received February Report totaling \$100.00		3/2/2020		\$100.00	
03/01/20			Received March Reort totaling \$100.00		4/3/2020		\$100.00	
						Total	\$ 3,217.00	
Event Dates	Tenant User	Type of Event	Event Location	Premium	Date Received			
9/14/2019	Phoenix Sorority of Minisink	Phoenix Sorority 25th Anniversary Banquet	OGS Harlem State Office Bldg, 163 West 125th St, York, NY New	\$ 100.00	9/5/2019			
09/16/19	ARTHO-USA	Community Meetings (17)	OGS Harlem State Office Bldg, 163 West 125th St, York, NY New	\$ 336.60	8/28/2019			
9/23/2019	Association Des Ressortissants De Sokoro	Meetings (10)	OGS Harlem State Office Bldg, 163 West 125th St, York, NY New	\$ 270.00	8/27/2019			
			Endorsements for September (9/1/19-9/30/19)	\$ 706.60				
Event Dates	Tenant User	Type of Event	Event Location	Premium	Date Received			
1/24/20-1/25/20	Snowtown Film Festival	Evening Reception with Film Screening	Dulles State Office Bldg, 317 Washington St, Watertown, NY	\$ 310.00	1/25/2020			
			Endorsements for January (1/1/20-1/31/20)	\$ 310.00				

Type of Policy	Master Builders Risk						
Policy Number	IHS084116110						
Carrier	Hanover						
Policy Effective Date	9/15/16-19						
Broker	Cool						
Endorsements							
Effective Date	Limit	Broker	Description	Premium	Date Requested	Invoice Date Received	Endorsement Date Received
8/8/2017	\$ 8,702,977.00		End to add project #41819 - NY Deutch Institute conversion of 8th floor, building 4 to the MBR policy	\$ 7,833.00		10/2/2017	
8/23/2017	\$ 6,591,360.00		End to add project #43316 - Concrete repair, to the MBR Policy	\$ 4,740.00		10/2/2017	
			Audit of the MBR policy Year 1, Quarter 2	\$ 16,083.00		11/1/2017	
11/15/2017	\$ 19,760,500.00		End to add project #45375 - Building upgrades to the Industry Center to the MBR Policy	\$ 9,934.00		1/22/2018	
10/18/2017	\$ 5,876,200.00		End to add project #45385 - Dry stacking and abatement of hazardous materials	\$ 3,349.00		1/22/2018	

< > ... **MBR & OGS BR** Master NOT MBR 110 State St-71620 625 Broadway - 71894 Battery Park-57172 BPCA - Dental Bi ... (+) : <

A	B	C	D	E	F	G	H	I	J	K	L	M	N
ER #	Agency	Agency Code	Broker	Policy Number	Policy Type	Policy Effective Date	Description	Date Requested	Date Received	Requestor	Estimated Date Received	Premium	Comments
1653	110 State Street	71620	Cool	[REDACTED]	GL	12/14/19-12/14/20	Endorsement to credit 110 State Streets General Liability Policy due to carrier re-rating which resulted in a lower premium, effective 12/14/19.	2/28/2020		SM		-\$163.00	
1667	CUNY	CNY01/70000	Cool	[REDACTED]	Auto	12/1/19-12/1/20	Endorsement to credit CUNY's Commercial Auto Policy due to an overpayment of the Motor Vehicle Fee.	4/15/2020		SM		-\$20.00	
1668	DOL	DOL01	Cool	[REDACTED]	Master Property	8/1/19-8/1/20	Endorsement to correct the square footage at various locations (Old Country Road, Schermerhorn Street, and Building 12 Harriman Campus) for DOL effective 8/1/19.	4/23/2020		SM			
1672	SUNY Farming	SNY01-28390	AJG	[REDACTED]	Aircraft	9/18/19-9/18/20	Endorsement (44) to change Aircraft Liability and Physical Damage Coverage to General Liability.	5/18/2020		SM		*****	
1674	CUNY	CNY01/70010	Willis	[REDACTED]	Pollution Liability	9/28/19-9/29/20	Endorsement to credit the City University of New York Vessel Pollution Liability Policy due to reduced exposure and operations of the scheduled vessel, effective 5/18/20.	5/20/2020		SM		\$55.00	
1675	BPCA	NYCST100033	AJG	[REDACTED]	Cyber	6/30/20-21	Endorsement to correct Cyber Crime A. Financial Fraud Sublimit [REDACTED] 6/30/20	6/19/2020		SM		\$0.00	
1676	BPCA	NYCST100033	AJG	[REDACTED]	Cyber	6/30/20-21	Endorsement to remove [REDACTED] as it was not on the renewal, effective 6/30/20.	6/19/2020		SM		\$0.00	
1677													
1678													
1679													

< > **Waiting on End** End Received Waiting on Policy Policies in Office MBR & OGS BR Master NOT MBR 110 State : ... (+) : <

Agency on Policy	Agency Code	Policy Type	Broker	Carrier	Policy Number	Policy Period	Status (Actual Date Received)	Reviewed Date and Initial	Comments	Agency Requesting Policies	Agency Address
SUNY Brockport & Farmingdale	SNY01	Crime	Cool	Great American	[REDACTED]	1/14/18-19	1/18/2018	2/15/2018	Received Invoice 12/15/17	Brockport is not renewing for 19-20 year	
SUNY Clinical	28650	GL	Cool	Ironshore	[REDACTED]	7/1/16-18	10/13/2016		Received invoice 6/28/16	Send to Christine once received.	
SUNY Clinical	28650	GL	Cool	Ironshore	[REDACTED]	7/1/18-19	10/12/2018	9/9/2018	Received Invoice 7/9/18		
SUNY Clinical	28650	GL	Cool	Ironshore	[REDACTED]	7/1/19-20	12/13/2019	9/1/2019	Received Invoice 7/3/19	Send to Lisa Campo @ [REDACTED]@ny.edu	
SUNY Farmingdale	28390	Aircraft Hull & Liability	Willis	US Aircraft Ins. Group	[REDACTED]	9/18/16-19	9/25/2017	11/20/2016	Received Invoice 9/20/16	Send copy of policy to agency once received.	
SUNY Farmingdale	28390	Aircraft Policy	Willis	US Aircraft	[REDACTED]	9/18/18-19	12/19/2019	11/18/2018	Received Invoice 7/20/18	Send a copy to Lynette Tiger at [REDACTED]@ny.edu	
SUNY Farmingdale	28390	Aircraft Hull & Liability	Willis	US Aircraft Insurance	[REDACTED]	9/18/19-20	11/23/2019	11/18/2019	Received Invoice 9/17/19		Send copy of policy to agency once received.
SUNY Farmingdale	28390	Airport Liability	Willis	US Aircraft Ins. Group	[REDACTED]	9/18/16-19	11/11/2016		Received Invoice 9/20/16	Send copy of policy to agency once received.	
Waiting on End		End Received	Waiting on Policy		Policies in Office		MBR & OGS BR	Master NOT MBR	110 State ! ...		

Certificate Requests

CR#	DATE RECEIVED	AGENCY	# of Certs Request	BROKER	DATE SENT to BROKER	DATE RECD from BROKER	T/O in DAY	CERTIFICATE HOLDER NAME	EVENT DATES	Exposure on master policy	CERTS for Renewal	Policy	MISCELLANEOUS COMMENTS	CUNY Clinical Professional	CUNY Clinical GL
7832	02/04/20	NYSED	1	Cool/Hartford	02/05/20	Quoting will be done as part of 2/28 Renewal	####	County of Westchester	4/1/20-11/30/20	Y	Y	Master 2/28 GL	Archaeological Excavations at George's Island and Croton Point Parks		
7833	02/06/20	SUNY Clinical	9	Cool/Ironshore	02/06/20	02/06/20	0	Various	7/1/19-7/1/20	N	N	SUNY Clinical			
7834	02/06/20	DEC	1	Cool/Hartford	02/06/20	03/02/20	17	Lancaster Middle	3/1/20-3/12/20	Y	Y	Master 2/28 GL	Hunter Education Program		
7835	02/06/20	OGS	1	Willis/Liberty	02/06/20	02/06/20	0	Mark Schlemmer	1/1/20-12/31/20	Y	Y	Master Fine Arts	Erie Canal and Covered Bridge Oil Painting		
7836	02/06/20	Parks	1	Cool/Hartford	02/06/20	03/02/20	17	Lewiston Proter Central	03/07/20	Y	Y	Master 2/28 GL	Lifeguard qualifier		
7837	02/07/20	SUNY Clinical	13	Cool/Ironshore	02/07/20	02/07/20	0	Various	7/1/19-7/1/20	N	N	SUNY Clinical			
7838	02/07/20	CUNY Clinical	1	Cool/Ironshore	02/07/20	02/07/20	0	Beth Abraham Center for Rehabilitation & Nursing	7/1/19-7/1/20	N	N	CUNY Clinical		Y	Y
7839	02/07/20	Purchase College	1	Willis/Liberty	02/10/20	02/12/20	2	Serra Victoria Bothwell Fels	1/22/20-2/18/20	Y	N	Master Fine Arts	Exhibition is titled Myths of Perpetual Growth		

Short Term Vehicle Rental Certificates

STR # old 4 digit	DATE RECEIVED	AGENCY	# of Certs Requested	BROKER	DATE SENT to BROKER	DATE RECD from BROKER	T/O in DAYS	Total T/O in DAYS	CERTIFICATE HOLDER NAME	EVENT DATES	Exposure on master	CERTS FOR REN	Type of Equipment	VIN #	Notes
815	4/2/2018	DOT 4-7	1	Cool/Hartford	4/2/2018	4/2/2018	0	0	J&J Equipment	3/31/18-4/30/18	Y	N	Road Sweeper	1HTJTSKN [REDACTED]	extended to 5/4/18
816	4/3/2018	DOT	1	Cool/Hartford	4/3/2018	4/3/2018	0	0	Dejana	4/3/18-5/2/18	Y	N	Sweeper,	1A9S24DRC [REDACTED]	
817	4/9/2018	DOT 6	1	Cool/Hartford	4/9/2018	4/9/2018	0	0	C&S Sweeping	4/30/18-6/15/18	Y	N	Mechanical Broom	3ALACXCY [REDACTED]	The first broom had to be replaced by the second.
818	4/9/2018	DOT 6	1	Cool/Hartford	4/9/2018	4/9/2018	0	0	C&S Sweeping	4/30/18-6/15/18	Y	N	Tornado	1FVACXDT [REDACTED]	
819	4/10/2018	DOT 9	1	Cool/Hartford	4/10/2018	4/10/2018	0	0	NESCO Rentals	5/1/18-8/31/18	Y	N	Bucket Truck	1HTJSSKH [REDACTED]	
820	4/17/2018	DOT - R2	1	Cool/Hartford	4/17/2018	4/17/2018	0	0	J&J Equipment	5/18/18-7/18/18	Y	N	Superior Broom	81 [REDACTED]	
821	4/17/2018	DOT - R2	1	Cool/Hartford	4/17/2018	4/17/2018	0	0	J&J Equipment	6/18/18-7/18/18	Y	N	Vacuum Sweeper	1HTMMMH [REDACTED]	
822	4/19/2018	DOT 9/384	1	Cool/Hartford	4/18/2018	4/18/2018	0	0	Patch Management	4/23/18-6/1/18	Y	N	Pot Hole Patcher	516MIL [REDACTED]	
823	4/24/2018	DOT 5-5	1	Cool/Hartford	4/24/2018	4/24/2018	0	0	Niagara Residency	5/1/18-8/31/18	Y	N	Pot Hole Patcher	RA400 [REDACTED]	
824	4/24/2018	DOT 10-02	1	Cool/Hartford	4/24/2018	4/25/2018	1	1	Dejana	4/24/18-5/2/18	Y	N	Sweeper	1A9S24DRC [REDACTED]	

Claims Workbook (multiple tab samples)

Tracking #	Date claim notification received	Agency	Claimant	Date of Loss	Description of Accident/ Injury	Broker	Date to Broker	Broker Confirmation	Insurance Co. Confirmation	Reported By	Reviewed By	Closed
9 BPCA-6	09/19/19	BPCA	[REDACTED]	06/25/19	Child was on the [REDACTED] playground when he fell from a height	Cool	9/19/2019	9/19/2019	11/4/2019			
0 HRPT-177	09/23/19	HRPT	Marin Rubin	07/01/19	NYC Pride event when he allegedly fell and sustained injury	Cool	9/23/2019	9/23/2019				
1 BPCAP - 1	09/24/19	BPCA		09/23/19	Place resulting in water damage to equipment including AV	Cool	9/24/2019	9/26/2019	9/26/2019			
2 110-212	09/25/19	110 State St	[REDACTED]	09/24/19	Claimant alleges that the elevator door closed on her causing injury	Cool	9/25/19	9/26/2019	10/7/2019			
3 HRPT-178	09/25/19	HRPT	[REDACTED]	07/01/19	51 sustaining injury. Unclear if this is HRPT property	Cool	9/25/2019	9/26/2019				

Our Tracking #	Broker	Policy #	Claim #	Claimant	Date of Loss	Status	Closed Date	Date to be Sent to the Record Center
110-205	Cool	[REDACTED]	FB0098	[REDACTED]	9/13/2018	10/3/18 received notice of loss and reported to Cool	11/29/2018	11/29/2020
110-207	Cool	[REDACTED]	FB0098	[REDACTED]	2/7/2019	2/7/19 Received notice and notified Cool	3/19/2019	3/19/2021
BPCAP-1	Cool	25 [REDACTED]	9 [REDACTED]	[REDACTED]	09/23/19	information, he reported it to Claims with a cc to BRIM.	2/13/2020	2/13/2022
CUCFDO-1	Cool	[REDACTED]	20 [REDACTED]	Edward	8/3/2016	8/22/18 Received notification of Loss from loss runs, Cool sent lawsuit	8/22/2018	8/22/2020
CUCFDO-2	Cool	0 [REDACTED]	[REDACTED]	[REDACTED]	#####	8/22/18 Received notification of Loss from loss runs, Cool sent lawsuit	8/22/2018	8/22/2020
CUNYA 01	Cool	[REDACTED]	[REDACTED]	[REDACTED]	12/1/16	changing lanes. Minor scratches. 7/31/17 - Carrier paid \$1,609 and closed this	1/25/2017	1/26/2019
CUNYA 2	Cool	[REDACTED]	CA001717488	[REDACTED]	12/22/16	6/28/19 - Bodily Injury set at \$175,000	7/1/2019	
CUNYA 03	Cool	[REDACTED]	CA001717488	[REDACTED]	12/6/16	12/29/16 Received information that IV backed into another vehicle. 7/31/17 - Carrier paid \$1,052 and closed their file on 1/13/17.	1/13/2017	1/14/2019
						1/5/17 Received faxed information of a three car accident in Brooklyn. IV was	3/1/2017	3/2/2019

Tracking #	Broker	Agency / Code	Policy # 01UENO9843	Claim #	Other Driver/claimant	Date of Loss	Description of Accident/ Injury (Glass repair reported then closed)	State Driver	State VIN	State Vehicle ID	Closed	Payout
MA 56	Cool	Gaming-20050	[REDACTED]	[REDACTED]		9/26/2018	V2 T-boned IV	[REDACTED]	[REDACTED]	[REDACTED]	10/10/2018	\$159.39
MA 57	Cool	DPS-16000	[REDACTED]	[REDACTED]	[REDACTED]	10/1/2018	IV started moving forward at stop light and rear ended vehicle	[REDACTED]	[REDACTED]	[REDACTED]	11/16/2018	\$ 1,899.50
MA 58	Cool	DFS	[REDACTED]	[REDACTED]	[REDACTED]	10/2/2018	V2 backed into parked IV	Parked	[REDACTED]	[REDACTED]	10/19/2018	
MA 59	Cool	DPS-16000	[REDACTED]	[REDACTED]	[REDACTED]	11/7/2018	IV was rear ended	[REDACTED]	[REDACTED]	[REDACTED]	11/21/2018	\$ -
MA 60	Cool	DPS-16000	[REDACTED]	[REDACTED]	[REDACTED]	11/14/2018	IV was rear ended	[REDACTED]	[REDACTED]	[REDACTED]	11/27/2018	\$ -
MA 61	Cool	DOCCS - 10560	[REDACTED]	Notice only		4/30/2018	only as the suit is claiming negligence and unprofessionalism on the driver's			135557		
MA 62	Cool	AGM01	[REDACTED]	[REDACTED]	[REDACTED]	11/19/2018	Driver of V2 was not in vehicle, it was parked. Both Ag and Market employees	[REDACTED]	[REDACTED]	[REDACTED]		

D&C Tracker

Construction/Consultant	CGL	ACORD 855	Auto	Umbrella	Professional Liability	Pollution	Workers Comp	Disability	Project Number
Audubon Arch, Eng, Survy & Landscape Arch. PC (No Contract)									Window Swap
Barbara Thayer, P.E. Arch., Landscape Architecture, LS, DPC									
BBL Construction Services	4/1/2021	4/1/2021	4/1/2021	4/1/2021	4/1/2021		4/1/2021	4/1/2021	SC210
BBS Architects (No Contracts)									
Barton & Loguidice, D.P.C.					7/7/2020		4/24/2021	1/1/2021	SD428
Beardsley Design Assoc (No Contracts)									
Beardsley Design Assoc Arch Eng Landscape Arch D.P.C	9/30/2020		9/30/2020	9/30/2020	6/28/2020		9/30/2020	11/30/2020	SA416, SC005
Bearsch Comeau Knudson (No Contracts)									SA067
Bell & Spina	5/1/2021			5/1/2021			5/1/2021	12/31/2020	45435, 45673, 45692, SA510, SB105, SB243, SB573, SC724, S5729
Barermann Assoc Architects									

OGS Procurement Services Tracker – Statewide Contracts

<div><input checked="" type="checkbox"/> Email Off</div> <div>Updated: 12/11/2018</div> <div>5/7/2020</div> <div>Unassigned: 0</div> <div>Assignee:</div> <div>Days added to Today:</div> <div>Expired Policies Through: 913</div> <div>Total Contracts: 1421</div> <div>Today's date: 6/23/2020</div>																										
																	robert.marriott0									
Assigned To	Award	Vendor/Contractor	Contract Exp Date	Status Update (Email Date)	CGL	Auto	Umbrella/ Excess	Data Breach	E&O	Crime	Pollution	Garage Keepers	Workers Comp	Disability	Notes	Contract Number	2 Week Notice Counter	2 Week Notice Email	Email date	No Email (1 = will send)						
Peggy	23150	Unlimited Technology, Inc.	8/26/2024		7/1/2021	7/1/2021	7/1/2021	7/1/2021	7/1/2021				7/1/2020	12/31/2020		PT68879	1	robert.marriott@unlimitedglobal.com;	10/18/2018	0						
Peggy	23150	Virsig,LLC	8/26/2024		11/16/2020	6/18/2021	11/16/2020	11/16/2020	11/16/2020				6/1/2021	6/30/2021		PT68881	0	peggy.beattie@virsig.ny.gov								
Peggy	23150	Washington Computer	8/26/2024		1/1/2021	1/1/2021	1/1/2021	1/1/2021	1/1/2021				7/1/2020	12/31/2020		PT68883	1	peggy.beattie@washingtoncomputer.com;		1						
Peggy	22659	Dominion Voting Systems Corp	1/31/2021		8/31/2020	8/31/2020	8/31/2020		8/31/2020				8/31/2020	6/30/2020		PC66393	1	peggy.beattie@dominionvoting.com;		1						
Peggy	22659	ESS	1/31/2021		10/1/2020	10/1/2020	10/1/2020		10/1/2020				10/1/2020	3/31/2021		PC66394	0	peggy.beattie@ess.com;	10/18/2018	0						
Russ	22699	CMI Inc	7/31/2018		9/30/2020	9/30/2020	9/30/2020		9/30/2020				Exemption	Exemption		PC66153	0	peggy.beattie@cmi.com;		0						
Russ	22699	Guth Laboratories	7/31/2018		4/1/2020	4/1/2020	4/1/2020						Exemption	Exemption		PC66154	3	peggy.beattie@guthlabs.com;		1						
Russ	22699	Intoximeters Inc	7/31/2018		12/2/2020	12/2/2020	12/2/2020						Exemption	Exemption		PC66155	0	peggy.beattie@intoximeters.com;	10/18/2018	0						
Peggy	22868	Yankee Book Peddler dba YBP Library	5/31/2020		10/15/2020	10/15/2020	10/15/2020						10/15/2020	10/24/2020		PC67168	0	peggy.beattie@ybp.com;								
Russ	22881	Cardinal Health	10/31/2019		6/30/2020	6/30/2020		11/15/2020	11/15/2020				6/30/2020	1/1/2021		PC66755	3	peggy.beattie@cardinalhealth.com;		1						
Peggy	22883	Enterprise Training Solutions	12/31/2020		10/4/2020	10/4/2020	10/4/2020	NA	3/18/2021	12/22/2020			8/1/2020	7/31/2020		PS6731958	0	peggy.beattie@enterprisetraining.com;								
Peggy	22883	NY Wired for Education	12/31/2020		12/22/2020	12/22/2020	None	NA	12/22/2020	1/5/2021			7/21/2020	1/1/2021		PS6732058	0	peggy.beattie@nywiredforeducation.com;	10/23/2018	0						
Jeanine	22898	AlbanyT LLC	11/13/2019		6/1/2020	6/1/2020	6/1/2020						6/1/2020	5/31/2020	1/1/2020	PC66682	6	jeanine.morris@albanyt.com;		1						
Jeanine	22898	Basil Ford	11/13/2019		12/30/2018	12/30/2018	12/30/2018						12/30/2018	1/1/2019	1/1/2018		6	jeanine.morris@basilford.com;		1						
Jeanine	22898	Beyer Ford LLC - SEE 22904	11/13/2019		12/1/2019	Auto Dealer	4/1/2020					Auto Dealer	Exemption	Exemption		PC66676	2	jeanine.morris@beyerford.com;	10/23/2018	0						
Jeanine	22898	Beyer of Morristown	11/13/2019		12/1/2019	Auto Dealer	12/1/2019					Auto Dealer	Exemption	Exemption		PC66677	2	jeanine.morris@beyerofmorristown.com;		1						
Russ	22751	Southwest Airlines Co	2/1/2019		12/1/2020	6/14/2021							12/15/2020	12/31/2020		PG822751	0	peggy.beattie@swair.com;		0						
Peggy	22760	AAA Carting & Rubbish Removal, Inc.	11/30/2020		1/18/2021	1/18/2021	1/18/2021						11/1/2020	1/1/2021		PS904AA	0	peggy.beattie@aaa-carting.com;		0						
Peggy	22760	Action Carting Environmental Services,	11/30/2020		3/1/2021	3/1/2021	3/1/2021				7/23/2020		3/1/2021	3/25/2021		PS905AA	0	peggy.beattie@actioncarting.com;		0						
Peggy	22760	Controlled Waste	11/30/2020		12/14/2020	12/5/2020	12/19/2020						12/20/2020	12/16/2020		PS906AA	0	peggy.beattie@controlledwaste.com;		0						
Peggy	22760	County Waste	11/30/2020		8/1/2020	8/1/2020	none				2/13/2021		8/1/2020	12/31/2020		PS907AA	0	peggy.beattie@wasteconnection.com;		0						

OGS Lease Tracker

Updated: 1/1/2018											
Unassigned 332Assignee:Days added to TodayExpired Policies Through Today 856Total Contracts 513											
Lease Number	Vendor/Contractor	Contract Exp Date	Status Update (Email Date)	CGL	Auto	Umbrella/ Excess	Property	Abuse & Molestation	Workers Comp	Disability	Contract Contact Info: NAME PHONE NUMBER EMAIL
1234	ABC Landlord			8/19/2020	8/19/2020	8/19/2020	8/19/2020		8/19/2020	10/1/2020	
5678	XYZ Landlord			8/19/2020	8/19/2020	8/19/2020	8/19/2020		8/19/2020	10/1/2020	

OGS Agency Procurement Office Contract Tracker

<input type="checkbox"/> Email Off															
Updated: 8/18/2017															
Unassigned 140Assignee:Days added to TodayExpired Policies Through Today 295Total Contracts 142															
Assigned To	Contract	Vendor/Contractor	Contract Exp Date	Status Update (Email Date)	CGL/GL	Auto	Umbrella/ Excess	Data Breach	E&O	Crime	Pollution	Garage Keepers	Workers Comp	Disability	Contract Contact
	DVA01-C001234-1390000	ABC Coalition, Inc	8/31/2021		12/1/2020	12/1/2020							1/1/2021	3/31/2021	
	DVA01-C005678-139000	XYZ Law School	5/31/2021		7/1/2020	7/1/2020	7/1/2020						9/12/2020	1/28/2021	

Data to be included and searchable in RMIS

INVOICES

Date Received

Type of Invoice (new placement, endorsement, renewal, other)

Broker Invoice Number

Broker

Policy Number (tie the invoice to a specific policy)

Carrier

Description of Coverage

Policy Term

Premium Amount

Agency (tie the invoice to a specific agency)

Agency Code

Date sent to Finance

SFS Report Date

SFS Voucher Number

Notes

Cost Recovery (percent and total)

SFS Invoice #

Invoice Rejected Date

Policy Type

Effective Date

Date Invoice Approved in SFS

Endorsements

Agency (tie the endorsement to a specific agency)

Agency Code

Policy Type

Policy Number (tie the endorsement to a specific policy)

Carrier

Policy Effective Dates

Limit

Endorsement Request # (internal tracking number)

Broker

Coverage Effective Date

Description

Premium Quoted (tie to Broker & SFS invoice)

Date Requested

Date Received

Requestor

Comments

Policy

Agency (tie the policy to a specific agency)

Agency Code

Policy Type

Policy Number

Carrier

Broker

Policy Effective Dates

Comments

Agency Contact(s) Name, email & Number (tie the policy to a specific contact)

Date Policy Received

Date Reviewed & Reviewer

Agency Needs Copy of Policy (Y/N)

Certificates

CR#/STR# (internal tracking number)

Agency (tie the certificate to a specific agency)

Agency Code

Number of Certificates

Broker

Carrier

Date Request Received

Date Request Sent to Broker

Date Certificate Received

Certificate Holder Name

Event Dates

Renew Annually (Y/N)

Dates of Certificate Extension

Exposure on a Master Policy (Y/N)

Requires Renewal (Y/N)

Dates Renewal Required

Policy Number (tie the certificate to a specific policy)

Policy Type

Policy Effective Dates

Type of Event

Comments

CUNY Clinical Prof. Liability (Y/N)

CUNY Clinical GL (Y/N)

Type of Equipment

VIN or Serial Number

Agency Requester (name, email, phone number)

Claims

Internal Tracking number

Broker

Policy Number (tie the claim to a specific policy)

Claimant

Date of Loss

Status (notes)

Payment

Carrier Claim Number

Closed Date

Date Claim Notice Received

Agency (tie the claim to a specific agency)

Description of Claim

Date to Broker

Date Broker Confirmed Receipt

Date Carrier Confirmed Receipt

State Driver

State VIN

State Vehicle ID or Plate #

Agency

Name

Agency Code

SFS Code

Billing Contact (name, email, phone number)

Coverage Placed (tie agency to specific policies/exposures)

Notes

Insurance Review

Coverage Type

Effective Date

Expiration Date

Carrier Name

Broker/Agent Name

Certificate of Insurance Issue Date

Contractor/Vendor Name

Contractor/Vendor Email

Broker/Vendor Name

Broker/Vendor Email

Project/Award Number

BRIM Employee Assigned

Notes

RFP 2137

Attachment 4:

CAIQ

*Digital version may be found at:
<https://ogs.ny.gov/procurement/bid-opportunities>

[illegible]

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RFP 2137

Attachment 5:

Requirements

*Digital version may be found at:
<https://ogs.ny.gov/procurement/bid-opportunities>

Requirement #	Requirement Description	Requirement Type	Description -- Describe how your proposed solution meets the mandatory requirement listed. Detail if your proposed solution meets or will meet desired functionality. You may reference your technical proposal for greater detail, but should provide at least basic information on this form.
1	Document Management	Mandatory	
1a	Store documents in a document repository to allow scan and search, including but not limited to: insurance binders, policies, certificates, contracts, email correspondences, all claim related and supporting documents, all contractor and contractor related documents, all policy documents, documents by agency, and other documents to be determined per the needs of agency and OGS business units.	Mandatory	
1b	Manage, store, capture, sort, organize and track the following information types:	Mandatory	
1b i	Policy Procurement Information	Mandatory	
1b ii	Procured policies	Mandatory	
1b iii	Endorsements	Mandatory	
1b iv	Certificates of Insurance	Mandatory	
1b v	Billing and Invoices	Mandatory	
1b vi	Claims and claims processing	Mandatory	
1b vii	Expired Policies	Mandatory	
1c	Insurance documents should be accessible by insurance type, and by searching, filtering and or navigation to key higher-level attributes such as vendor, agency, year or contract.	Mandatory	
1d	Store and organize contact list of agency customers, contractors, vendors, etc. and all requestors of insurance products.	Mandatory	
1e	Generate and store documents such as letters, insurance applications, reports (section 2.2.4), etc.	Mandatory	
1f	Import and store documents and data including but not limited to .doc, .jpg, .bit, .pdf, .xls, .pst, file types	Mandatory	
1g	Storage capacity should be substantially expandable to meet program needs (current storage is less than 50 GB).	Mandatory	
1h	All documents within the solution must be exportable, reportable, and have searchable metadata. (See Attachment 3 – Data Elements)	Mandatory	
1i	Metadata must be able to be custom tagged.	Mandatory	
1j	Automated filing by Contract and Policy Numbers of customer documentation and communication that is currently received via email.	Mandatory	
2	Data	Mandatory	
2a	Export data from the directory to xlsx, PDF or csv format.	Mandatory	
2b	Track history of changes made to records within the solution either by BRIM staff or Agency, Authorities or vendors.	Mandatory	
2c	Asset Search - Ability for users to search the system.	Mandatory	
2d	Data elements listed in RFP Attachment 3 must be searchable, exportable and reportable.	Mandatory	
2e	Customer, contractor, vendor information that is needed includes contacts, contact information, communication history, procurement request history, etc.	Mandatory	
3	Data Analytics	Mandatory	
3a	Analyze agency claims to identify areas to mitigate agency risks.	Mandatory	
3b	Analyze contract claims to access if current insurance requirements are sufficient	Mandatory	
3c	Ability to perform analysis on data to discover trends and insights. For example: the average time between receipt and approval of insurance documents by contractor or contract (as it pertains to centralized contracts)	Mandatory	
3d	Analyze the premium increase/decrease by line of insurance year to year to detect trends in the market.	Mandatory	
3e	Track BRIM Processor Users' workload within the system.	Mandatory	
4	Notifications	Mandatory	
4a	Ability to send automatic email and manual notifications and reminders. Including but not limited to:	Mandatory	
4a i.	Schedule reminders for required reports for any users.	Mandatory	
4a ii.	Schedule reminders for work requiring action within certain timeframes (for BRIM staff).	Mandatory	
4a iii.	Automate insurance expiration email notification to the contractors, brokers and agency contacts.	Mandatory	
4b	Allow control of reminders on recipients, start, stop, pause, duration and frequency.	Mandatory	
4c	Keep track of notifications sent, including relevant metadata identified in Attachment 3 Data Elements.	Mandatory	
4d	Respond to notification request via email; solution shall be updated based on response received. Ex) When system sends out a reminder that an updated certificate is needed, the contractor will login and upload an updated certificate. The system will update the status and notify BRIM user on their dashboard.	Mandatory	
4e	Ability to send reminders of all unpaid invoices that were sent to the agencies, authorities and public benefit corporations. This reminder will be sourced from a template letter.	Mandatory	
4f	Track communication within the solution between internal and external stakeholders.	Mandatory	
5	Reports	Mandatory	
5a	The solution shall provide a reporting module that will allow users to run reports, create new ad hoc reports (as necessary per agency use), schedule reports, manage claims by occurrence, graph financial development of claims, track exposure elements related to our property and benchmark claims, monitor claims, export the reports in a format that will allow the user to easily manipulate the reports, in addition to providing a means for agency users to schedule and distribute reports directly from the solution.	Mandatory	
5b	Track Policies for Renewal.	Mandatory	
5c	Track contractor and subcontractor policy effective dates and expiration dates.	Mandatory	
5d	Track agencies, authorities, and public benefit corporation policies, effective dates, expiration dates, certificates of insurance and endorsements.	Mandatory	
6	Security Access Roles	Mandatory	
6a	Outside users and partners of BRIM should have the ability to upload documents into the system for BRIM Processor review.	Mandatory	
6b	Allow approved Brokers of Record to upload insurance applications, insurance policies and endorsements.	Mandatory	
6c	Allow for State contractors to submit required insurance documents.	Mandatory	
6d	Allow State Agency customers to have access to their policy information.	Mandatory	
6e	Partner users should have access to the system to view record of insurance.	Mandatory	
6f	Allow different access privileges/rights for different classes of users.	Mandatory	

Requirement #	Requirement Description	Requirement Type	Description -- Describe how your proposed solution meets the mandatory requirement listed. Detail if your proposed solution meets or will meet desired functionality. You may reference your technical proposal for greater detail, but should provide at least basic information on this form.
6g	Provide each individual contractor bidding or on a contract a unique log-in with access to his or her insurance documents on file. (Attachment 6 – User Roles)	Mandatory	
6h	Provide each individual subcontractor on a contract a unique log-in with access to his or her insurance documents on file. (Attachment 6 – User Roles)	Mandatory	
6i	Provide each individual of assigned agencies, authorities, public benefit corporations and brokers of record a unique log-in with access to his or her files. (Attachment 6 – User Roles)	Mandatory	
6j	Onboard for user access up to 250 NYS agencies, authorities, and public benefit corporations that may be required to utilize the system.	Mandatory	
6k	Provide a single entry in a centralized location for storing and displaying BRIM data that can be shared among BRIM Business Unit.	Mandatory	
6l	Provide access for the brokers of record to submit insurance policies, endorsements, certificates of insurance and invoices.	Mandatory	
6m	Provide access for the agencies, authorities and public benefit corporations to access their insurance policies, endorsement, certificates of insurance, outstanding invoices, requests to write insurance requirements.	Mandatory	
6n	Provide a solution to manage security roles and sufficient level of customer user access to the system.	Mandatory	
6o	Restrict customer access to the upload and download of their insurance products.	Mandatory	
7	Statewide Flood Asset Tracking	Mandatory	
7a	Track disaster claims – agency, damage category, address, project status (open/closed), project cost, notes and other related information.	Mandatory	
7b	Manage tracking for disaster recovery payments with FEMA – federal share eligibility, federal share paid and other related information.	Mandatory	
7c	Track assets from each agency - Type of commodities, equipment, supplies or services, property value, and quantities on property.	Mandatory	
7d	Provide automatic reminders to the agency customers that have buildings located within the 100-year flood zone to add, review and update inventory of owned assets.	Mandatory	
8	Technical	Mandatory	
8a	Adhere to NYS-P08-005 – Accessibility of Web-Based Information and Applications.	Mandatory	
8b	The solution must connect to the ITS Single Sign-On (SSO) platform to authenticate users. The SSO platform uses OKTA, with communications handled either via Open ID or SAML protocols.	Mandatory	
8c	The solution shall use Anti-virus software to scan all documents	Mandatory	
8d	The solution shall have the ability to conform to NYS Branding	Mandatory	
8e	The solution will use NYS provided load testing and performance tuning tools where applicable.	Mandatory	
8f	The system shall provide a web-based user interface compatible with the current versions of:	Mandatory	
8f i	Microsoft Edge	Mandatory	
8f ii	Google Chrome	Mandatory	
8f iii	Mozilla Firefox	Mandatory	
8f iv	Safari	Mandatory	
8g	The solution must provide both a test and production environment for users.	Mandatory	
9	Templates	Mandatory	
9a	Store .docx templates for insurance requirements to be developed, reused, modified and saved for future use.	Mandatory	
9b	Provide template Certificate request forms.	Mandatory	
9c	Provide template Vehicle inventory change forms.	Mandatory	
9d	Provide template forms for Reporting claims.	Mandatory	
9e	Provide template forms to Request a review.	Mandatory	
10	Workflow	Mandatory	
10a	System must track workflow processes, communications, with time sensitive triggers (e.g. policy lapse, outstanding invoices, open claims, renewals, application follow-ups).	Mandatory	
10b	Workflow needs to accommodate multiple system user roles, internal and external as detailed in Attachment 6 User Roles.	Mandatory	
10c	Workflow views must be displayed on a dashboard or equivalent for the specified user roles.	Mandatory	
10d	Dashboard workflow information must include but not limited to, status of tasks, progress made and to be completed, owner, and dates.	Mandatory	
10e	Provide the ability to see high level, rolled up status reports on user / departmental workflows for productivity analysis.	Mandatory	
10f	Provide views of detailed workflow processes.	Mandatory	
10g	Automated filing of customer documentation submitted via email.	Mandatory	

Desired Functionality

Please note: that the desired functional requirements below are for additional functionality or to enhance required functions

1	Document Management	Desired	
1a	Search capability of contents of any document housed on system.	Desired	
1b	User Dashboard that shows the status of relevant information to the User, including items that are in their queue to address. Information and relevant views TBD.	Desired	
1c	Include a document repository to route and separate all claim related and supporting documents, all contractor and contractor related documents, all policy documents, documents by agency, and other documents to be determined per the needs of agency and OGS business units.	Desired	
2	Insurance Document Review	Desired	
2a	Develop standardized checklists	Desired	
2a i	Ability to identify boiler plate insurance needs.	Desired	
2a ii	Ability to adjust boiler plate insurance elements.	Desired	
2a iii	Ability to set types of coverage.	Desired	
2a iv	Ability to set or adjust coverage amounts.	Desired	
3	Data	Desired	
3a	Capturing all types of incidents, near misses, and observations.	Desired	
4	Data Analytics	Desired	
4a	End-to-end claims management and analytics solution that consolidates all claims data regardless of line of coverage, improves workflow processes, and enables robust automation.	Desired	
4b	Ability to run comparative analysis of existing data. Evaluate multiple prior valuations.	Desired	
4c	Identify repeat incidents based on patterns of claims type, claimants, and location.	Desired	

Requirement #	Requirement Description	Requirement Type	Description -- Describe how your proposed solution meets the mandatory requirement listed. Detail if your proposed solution meets or will meet desired functionality. You may reference your technical proposal for greater detail, but should provide at least basic information on this form.
4d	Analyze average receipt time for each agency customer account and identify patterns of late pay.	Desired	
4e	Analyze employee workflow to detect opportunity for efficiency.	Desired	
5	Security Access Roles	Desired	
5a	Assign tasks to users based on roles in the solution.	Desired	
6	Statewide Flood Asset Tracking	Desired	
6a	Track Disaster claims.	Desired	
6a i	Documentation of need/request (if possible, who is requesting: agency's program name or individual)	Desired	
6a ii	Type of commodities, equipment, supplies or services and quantities used during disaster	Desired	
6a iii	Receipt for replacement items or local rate;	Desired	
6a iv	Receipts or invoices with proof of payment;	Desired	
6a v	Description of equipment and attachments used, including year, make, and model Size/capacity (e.g., horsepower, wattage);	Desired	
6a vi	Locations, days, and hours used with equipment/usage logs;	Desired	
6a vii	Operator name, time used, work performed (will be cross-referenced against labor records);	Desired	
6a viii	Federal cost codes or local rates – schedule of rates, including rate components; and	Desired	
6a ix	Rental or lease agreements with procurement, invoices, receipts and days used.	Desired	
6a x	Manage tracking of disaster recovery payments with FEMA.	Desired	
6a x. 1	Schedule with FEMA payment(s) to agency: Date, amount, location, etc.	Desired	
6a xi	Copies of payment documents/communication.	Desired	
7	Technical	Desired	
7a	The system is desired to be mobile friendly and display correctly on devices such as	Desired	
7a i	Smartphones	Desired	
7a ii	iPhones	Desired	
7a iii	iPads	Desired	
7a iv	Tablets	Desired	

Authorized Signature _____
Print Name _____
Date _____
Title _____
Official Company Name _____

RFP 2137

Attachment 6:

User Roles

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RFP 2137

Attachment 7:

Bid Submission Checklist

In order for the State to evaluate bids fairly and completely, proposers are strongly encouraged to provide all of the information requested. Proposers should indicate in the column "Proposal Location" the page number of their proposal that addresses each stated checklist item.		
Covered by RFP 2137 Section	Checklist Item	Quote Location (pg #)
Technical Proposal-		
Cover Letter		
Section 3.2.1.1	Did you state in your Cover Letter that you understand and will comply with all the provisions of this RFP?	
Sections 1.5 and 3.2.1.1	Have you addressed how your company will be prepared to start services in accordance with the date as indicated on Section 1.5 – Key Events of the RFP?	
Section 3.2.1.1	Did you include the full contact information of your designated contact? Did you include the name of the principal(s) of the company responsible for this contract if awarded including their function, title?	
Section 3.2.1.1	Did a Proposer Representative authorized to make contractual obligations sign the Cover Letter?	
Minimum Requirements		
Section 3.2.1.2 #1	Did you provide three a description of how long the proposer has been providing, implementing, and maintaining Risk Management Information System?	
Section 3.2.1.2 #2	Did you provide one reference to verify proposer has five years of experience in providing customizable, off-the-shelf RMIS, to a national or global entity having three or more business functions all covered by the RMIS system?	
Section 3.2.1.2 #3	Did you provide one reference to verify proposer has five years of experience in providing customizable, off-the-shelf RMIS, to a national or global entity having three or more business functions all covered by the RMIS system?	
Experience and Qualifications		
Section 3.2.1.3 #1a	Did you describe customers using proposed RMIS system?	
Section 3.2.1.3 #1b	Did you describe your firm's experience with the process of implementing and maintaining a RMIS, providing examples (including from public sector entities) of actual service implementations that your firm has accomplished?	
Section 3.2.1.3 #1c	Did you identify who will be representing your firm at the kickoff meeting and recurring status meetings for the duration of the project. Include the title, resume, and function for each representative. Indicate which representatives will participate in meetings on-site and which will participate remotely	
Plan of Operation		
Section 3.2.1.4 #1	Did you identify use of any Subcontractors and the functions they will perform?	
Section 3.2.1.4 #2	Did you describe your background check procedure for contractor and subcontractor employees?	
Section 3.2.1.4 #3	Did you describe your implementation plan?	
Section 3.2.1.4 #4	Did you describe how your firm will meet or exceed the implementation support requirements outlined in section 2.7 – Implementation Support of this RFP?	
Section 3.2.1.4 #5	Did you describe how your firm will meet the training requirements found in section 2.8 - Training and Documentation?	
Section 3.2.1.4 #6	Did you identify the Cloud Provider utilized by the firm to host the RMIS and provide copies of any Service Level Agreements (SLAs) your firm has in place with your Cloud Provider?	
Section 3.2.1.4 #7	Did you identify how system updates/upgrades are implemented and how OGS will be notified of these system changes?	
Section 3.2.1.4 #8	Did you note if OGS may reject new versions of software?	
Section 3.2.1.4 #9	Did you note how your firm will meet or exceed the support requirements outlined in section 2.11 –Support of this RFP.	
Section 3.2.1.4 #10	Did you describe how your proposed performance standards meet or exceed requirements in section 2.14 – Performance Standards?	
Mandatory Functionality		
Section 3.2.1.5 #1	Did you complete RFP Attachment 5 – RMIS Requirements and return with Technical Proposal?	
Section 3.2.1.5 #2	Did you describe in detail your firm's security plans, including those for business continuity (BCP), disaster recovery (DRP), and continuity of operations (COOP), and RFP Attachment 4 - Consensus Assessments Initiative Questionnaire (CAIQ).	
Section 3.2.1.5 #3	For each mandatory item listed in section 2.2, did you indicate if your proposed RMIS meets the requirements and how. If any items are not part of Proposer's "commercial off-the-shelf" RMIS, please describe the process by which these item(s) will be incorporated.	

Section 3.2.1.5 #4	Did you describe what transaction, security, and access logging your proposed RMIS has?	
Section 3.2.1.5 #5	Did you describe how your proposed RMIS defines and sorts "metadata"?	
Section 3.2.1.5 #6	Did you describe how your proposed RMIS manages individual user queues?	
Desired Functionality		
Section 3.2.1.6 #1	Did you indicate if your proposed system provides any of the desired functionality listed in section 2.3 and attachment 5 of RFP 2137?	
Section 3.2.1.6 #2	Did you indicate for each desired item listed in section 2.3 if your proposed RMIS provides the functionality and if so how. If any items are not part of Proposer's "commercial off-the-shelf" RMIS, but will be part of the proposed solution, please describe the process by which these item(s) will be incorporated.	
Section 3.2.1.6 #3	Did you describe what transaction, security, and access logging your proposed RMIS has.	
Section 3.2.1.6 #4	Did you describe any other value-added functionality?	
Cost Proposal-		
Cost Proposal Form		
RFP Attachment 1	You have not altered the Cost Proposal form in any way?	
	Is it signed by your Authorized Representative?	
	Did you verify math?	
Administrative Proposal		
Appendix B	Contractor Information Page	
	Corporate Acknowledgement (must be notarized)	
	Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law	
	Offerer Disclosure of Prior Non-Responsibility Determinations	
	Offerer's Certification of Compliance with State Finance Law §139-k(5)	
	NYS Required Certifications	
	Submit ST-220-TD directly to Taxation and Finance	
	ST-220-CA	
	EEO100 Staffing Plan	
	MWBE Utilization Plan	
	SDVOB Utilization Plan	
Addenda		
Online	Are all bid addendums signed and included with the bid?	
One Last Check		
	Did you submit the page number in the column "Proposal Location" for each of the criteria above?	
	Did you submit one original copy each of the Technical Proposal, Cost Proposal, and Administrative Proposal? (Originals contain a "wet" signature on each of the signed pages)	
	Did you submit four Exact Copies of the Technical Proposal and one Exact Copy of the Cost Proposal? (Exact Copies can be photocopied and do not require a "wet" signature)	
	Did you submit one digital copy (thumb drive) of the complete RFP Response? If there are any differences between the paper submission and the electronic submission, the paper submission shall take precedence.	

I certify, with my signature below, that all required information listed above is completed and included in this bid submission.

Authorized Signature: _____

Date: _____

Print Name and Title: _____

Company represented: _____

RFP 2137

Attachment 8:

RMIS Technical Requirements

*Digital version may be found at:
<https://ogs.ny.gov/procurement/bid-opportunities>

Requirement #	Requirement Description	Requirement Type	RFP Section Reference	Description -- Describe how your proposed solution meets the mandatory requirement listed. Detail if your proposed solution meets or will meet desired functionality. You may reference your technical proposal for greater detail, but should provide at least basic information on this form.	SKU # to meet requirement
1	Adhere to all relevant NYS Security Policies (https://its.ny.gov/ciso/policies/security)	both	2.2.8.a		
2	Integrate with the NYS SSO (Single Sign On) interface (Okta) through OpenID or SAML.	both	2.2.8.b		
3	The solution shall use Anti-virus software to scan all documents	both	2.2.8.c		
4	Ability to conform to NYS Branding	both	2.2.8.d		
	The system shall provide a web-based user interface compatible with the current versions of:				
5	a. Microsoft Edge.	both	2.2.8.F		
	The system is desired to be mobile friendly and display correctly on devices such as:				
6	a. Smartphones	both	2.3.7		
7	The following environments must be created for the system and maintained throughout the duration of the	both	2.2.8.g		
8	Ability to import all historical data from existing Excel Files	both	2.2.1.f		
9	The bidder must guarantee a service uptime of at least 99.7%.	cloud	2.14.1		
10	Scheduled system maintenance shall occur outside the hours of 6 a.m. to 9 p.m. Monday through Saturday EST.	cloud	2.19		
	The solution shall be accessible to all users on a 24/7 basis outside of scheduled downtime, solution upgrades and scheduled maintenance.	cloud	2.14.1		
	The bidder shall provide redundant architectures within the primary data center, daily file back-ups; and				
12	continuous 24-hour monitoring required for hosted environments.	cloud	2.18		
13	Bidder must adhere NYS Record Retention Policy.	cloud	Appendix A S. 10		
14	The bidder shall provide data recovery services from backups as requested by the State at no additional costs	cloud	2.18		
	The bidder shall notify OGS of planned infrastructure or system updates that will impact access to functionality of the system at least 72 hours prior to update/downtime	cloud	2.19		
	The bidder shall have annual vulnerability assessments performed against the system by an OGS approved independent 3rd party vendor. The results shall be provided to OGS along with a documented plan to mitigate identified vulnerabilities	cloud			
16	The system shall be scalable and maintained on a secure high availability platform to ensure efficient access to application, processes, data and reporting	cloud	2.14		
17	The solution will use NYS provided load testing and performance tuning tools where applicable.	cloud	2.2.8.e		
	Proposed operating system shall be one of the following:				
	o Microsoft Windows,				
	o Red Hat Enterprise Linux,				
19	o IBM Power AIX.	on prem	2.9.1		
	Proposed Relational Database (RDBMS) shall be one of the following:				
	o Oracle (must run on AIX)				
	o Microsoft SQL Server				
20	o MySQL (MariaDB)	on prem	2.9.2		
	Proposed Web Servers shall be one of the following:				
	o Apache,				
	o Microsoft IIS,				
	o Red Hat HTTP				
21	o IBM HTTP	on prem	2.9.3		
	Proposed Application Servers shall be one of the following:				
	o Microsoft .Net IIS				
	o Iboss Enterprise Application Platform				
	o IBM WebSphere,				
22	o Oracle WebLogic	on prem	2.9.4		