



**A Request for Proposal (RFP) is being solicited by the
New York State Office of General Services**

**On behalf of the
New York State Board of Elections
for an
Asset Management System**

February 16, 2010

Class Codes: 43, 93

Group No: 73805

Solicitation No: 1565

Contract Period: Upon OSC approval for Five Years

Proposals Due: April 6, 2010 by 3:00 P.M.

Designated Contact: Warren Joscelyn, Purchasing Officer I
New York State Office of General Services
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Albany, NY 12242
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1. Introduction

1.1 Overview

The New York State Board of Elections (NYSBOE) was established in the Executive Department June 1, 1974 as a bipartisan agency vested with the responsibility for administration and enforcement of all laws relating to elections in New York State.

With the current implementation of the Help America Vote Act (HAVA), the NYSBOE is responsible for the requirements contained within the “Common Rule.” The Common Rule (General Services Administration - 41 CFR Part 105-71) contains the uniform administrative requirements for grants and cooperative agreements with states and local governments. As a result of using federal funds for the purchase of voting system equipment there are requirements to track these assets in anticipation of future federal audits. The NYSBOE is seeking an Asset Management System (AMS) to track and inventory County Board of Elections (CBOE) voting system equipment for accountability and maintenance history, as well as track the movement of these items between locations. This will enable the NYSBOE the ability to meet the requirements of the Common Rule. Furthermore, the AMS will assist the CBOE in their quarterly maintenance activities as defined in Subtitle V of Title 9 of the Official Compilation of Codes, Rules and Regulations of the State of New York Part 6210.

The major objectives of the Asset Management System are to:

- provide each CBOE and NYSBOE with access to one centralized system;
- fully account for each voting system (inventory);
- provide a complete chain of custody record for the life of the voting system;
- provide reporting capabilities; and
- provide the ability to maintain voting system history (i.e. maintenance activities and software/hardware upgrades).

1.2 The Designated Contact

In compliance with the Procurement Lobbying Law, Warren Joscelyn, Purchasing Officer, New York State Office of General Services, Division of Financial Administration has been designated the ONLY contact for this procurement solicitation and may be reached by email, voice or fax for all inquiries regarding this solicitation.

Warren Joscelyn, Purchasing Officer
New York State Office of General Services
Financial Administration, 40th Floor
Corning Tower, Empire State Plaza
Albany, New York 12242
Voice: 1-518-474-5981 Fax: 1-518-473-2844
Email: warren.joscelyn@ogs.state.ny.us

In the event the designated contact is not available, the alternate designated contact is:

Diane Robinson, Senior Purchasing Agent
New York State Office of General Services
Financial Administration, 40th Floor
Corning Tower, Empire State Plaza
Albany, New York 12242
Voice: 1-518-474-5981 Fax: 1-518-473-2844
Email: diane.robinson@ogs.state.ny.us

1.3 Minimum Bidder Qualifications

Proposers are advised that the State's intent is to ensure that only 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 in order to be considered as a qualified bidder for purposes of this solicitation.

The Proposer shall submit satisfactory evidence and NYSBOE and the Commissioner or his/her designated representative shall have the right to reject responses to this solicitation of any Proposer who is unable to provide satisfactory evidence as to the following qualifications:

The Proposers shall demonstrate that:

- A. Their experience includes at least one (1) year of providing asset management systems to support assets associated with the administration of state and local level elections.
- B. They have been normally engaged for a period of at least (3) consecutive years in performing the type of work as required under this solicitation.

1.4 Intent to Submit a Proposal

Vendors who wish to submit a proposal **must register their Intent to Submit a Proposal by the date stated in Section 1.5 Key Events** by sending written notice to Warren Joscelyn, via e-mail at warren.joscelyn@ogs.state.ny.us. Vendors shall include their company name, address, phone, fax, contact name, title, and email address. Only vendors who have submitted an Intent to Submit a Proposal will be allowed to submit proposals and receive updates and responses to questions regarding this RFP. By issuing an Intent to Submit a Proposal, the vendor is not obligated to submit a proposal.

1.5 Key Events

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

Table 1, Key Events

Action	Date
OGS issues Asset Management System Solicitation	February 16, 2010
Intent to Bid forms due	March 10, 2010
Proposer questions due to OGS	March 10, 2010
OGS issues responses to questions (Estimated)	March 17, 2010
Proposals due to OGS by 3:00 PM EST	April 6, 2010
Proposer Presentations (Estimated)	Week of April 19, 2010
Vendor Selection (Estimated)	April 30, 2010
Contract start date	Upon OSC Approval

2. Proposal Submission

2.1 Solicitation Questions and Clarifications

Questions and requests for clarification regarding this Solicitation shall only be directed to:

Warren Joscelyn, Purchasing Officer
New York State Office of General Services
Financial Administration, 40th Floor
Corning Tower, Empire State Plaza
Albany, NY 12242
Phone: 1-518-474-5981 Fax: 1-518-473-2844
E-mail: warren.joscelyn@ogs.state.ny.us

Questions and requests for clarification are only accepted via e-mail.

Deadline for submission of questions will be as stated in Key Events – Section 1.5

Official answers to questions will be provided via addendum per the date shown in Section 1.5 Key Events by the Issuing Office and distributed via email to all interested Proposers who attended the mandatory pre-proposal conference.

2.2 Proposal Format and Content

In order for the State to evaluate proposals fairly and completely, Proposers should follow the format set forth herein and provide all of the information requested. Failure to conform to the stated requirements and format may necessitate rejection of the proposal.

2.2.1 Cover Letter

The cover letter must confirm that the Proposer will comply with all the provisions of this solicitation and should state that the proposal, both technical and pricing components, shall remain valid for at least 365 days.

The cover letter must include the full contact information of the person(s) OGS shall contact regarding the proposal. A Proposer representative authorized to make contractual obligations must sign the cover letter.

2.2.2 Volume I: Technical and Management Proposal

Title page

Indicating: Name, address and phone number of the Proposer including a contact person, and name of the person(s) who prepared the Proposal.

Table of Contents

Executive Summary

Provide a brief description of the proposed approach and work effort.

Ability to Meet Requirements

Requirements Compliance Matrix (Attachment A):

Using the Requirements table provided as **Attachment A** and using the following scale, the Proposer must provide its indication as to whether their solution meets NYSBOE's requirements with respect to features, functions and system requirements using one of the following responses in the "Proposer Compliance" column:

- 2 - meets the requirement “out of the box”; or
- 1 - meeting the requirement is conditional on some factor; or
- 0 - does not meet the requirement.

Proposer Comments

If the Proposer’s response to the “Proposer Compliance” column requires explanation or clarification, it should be provided in this column.

Requirement Priority

The requirements “Priority” attribute is considered to be a function of how desirable a specific requirement is. This attribute considers both the benefit the feature would provide to NYSBOE, and the impact incurred if the feature is included or not.

Priority Definitions:

Mandatory – This requirement must be met by the Proposer or its Proposal will be rejected as non-responsive.

Desired – This item is a desired feature. The extent to which the proposed system exceeds the mandatory requirements and can provide these desired features will be an important part of NYSBOE’s evaluation.

Approach to Meeting Requirements

Supplement the completed requirements table with additional details describing how the solution will meet the requirements. Use the order of headings and requirements in **Attachment A**. Where appropriate include schematics and diagrams that provide both conceptual and technical explanations of the proposed solution.

Provide hardware and operating system specifications for the proposed solution (in the event that NYSBOE opts to host the Asset Management System internally NYSBOE will purchase hardware directly from State contract). If the Asset Management System is offered on multiple hardware/operating system platforms the proposer should indicate which platform has the largest install base. The proposer should also indicate if the Asset Management System can be operated in a virtualized environment.

If the Proposer’s solution includes options over and above the requirements expressed in Attachment A, detail them in this part of the Proposal, including the benefits to NYSBOE and/or CBOE.

Management Plan and Schedule

The Management Plan shall identify and describe the following:

- how the project will be planned, directed and controlled;
- proposed Project Management methodology;
- arrangements for, and coordination of, any sub-consultants or joint ventures;
- anticipated needs for equipment space, etc;
- define the anticipated relationship of NYSBOE management and staff to consultant/vendor, and responsibilities of each, including an explanation of what NYSBOE staff may be required, utilization, and how overall coordination between the consultant/vendor and NYSBOE will be achieved;
- reporting methodology and frequency;
- suggest strategies for effective implementation of the Asset Management System throughout NYSBOE. Strategies should, when possible, be based upon practical experience in settings similar to that of NYSBOE and should identify problems which may be encountered and proposed solutions; and

- schedule for the modification, testing and roll-out of the proposed Asset Management System. Identify suggestions or recommendations for condensing the project schedule and the trade-offs involved.

Approach

The Proposer shall describe the approach for performing the Project and accomplishing the scope and objectives as identified in Section 1.1 Overview. Specifically this section will address the Proposer's approach to completing the tasks and deliverables identified in Section 5. Scope of Services and Deliverables. Match the order of headings in Section 5. and reference the relevant Task/Deliverable ID.

Address the following items in a sufficient level of detail to permit NYSBOE to evaluate the goals and objectives of this solicitation:

1. Project Plan
2. Design and Planning
3. Installation and Configuration of Hardware and Software
4. Data Migration
5. Testing
6. Implementation
7. Training
8. Documentation
9. Software Maintenance
10. Hardware Maintenance
11. Technical Support
12. Hosting

Staffing Plan

Describe how staffing will be provided to meet the obligations of this engagement. The discussion must address how the Proposer intends to allocate key personnel by phase and task, as well as the level of effort associated with such key personnel. The staffing plan should also address any assumptions that the proposer has made about the expected level of effort of NYSBOE staff on the project.

The staffing plan shall also indicate the degree to which it is anticipated that staff will be located on-site (at NYSBOE's offices) or remotely. Include a staffing schedule using the following format:

Table 2, Staffing Schedule

		Month 1	Month 2	Month 3	etc
Phase 1		Hours	Hours	Hours	
	Staff Role 1				
	Staff Role 2				
	Staff Role 3				
	Staff Role 4				
	etc				

Also include:

- A resume for the Project Manager,
- A resume for the Lead Technical Specialist,
- Biographies for additional proposed key personnel (which must include a Security Specialist whose expertise will be utilized to ensure the solution's compliance with NYSBOE's security policies), and
- An organization chart indicating how the Proposer's project organization will be structured.

Note: Submission of false or inaccurate information concerning a candidate shall result in disqualification of the candidate and, if appropriate, of the entire Proposal. During the Evaluation Process, should it become necessary to replace the Project Manager or the Lead Technical Specialist named in your Proposal, Proposer is under a continuing obligation to promptly provide NYSBOE with full information about a comparable replacement.

Proposer/Consultant shall certify that all candidates for whom resumes have been submitted have been interviewed, have had references checked, and all such interviews and reference checks have been documented. NYSBOE reserves the right to request this documentation at any time either during the evaluation process or during the term of the contract.

Description of Company Experience

Direct, prior experience in the provision of Asset Management System to clients with complex, distributed work environments with large numbers of users is essential. Describe previous experience providing Asset Management System and related services as well as describing the client in each case. Provide the following information regarding:

- Number of years providing Asset Management System software;
- Size of clients (including number of end-users, number of locations, annual revenues etc.);
- Type of clients (e.g. higher education institutions, government entities, private companies etc.);
- Number of installations of the product proposed for use by NYSBOE (to include operating system and database versions deployed);
- Number of years providing hosting solutions;
- Relationships with companies that the Proposer partners with and the benefits of such partnerships; and
- Complexity of previous implementations (e.g. large projects, multi-year, multi-site).
- Number of years providing asset management systems to support assets associated with the administration of state and local level elections.

Company References

Using the Reference Form provided in **Attachment B**, the Proposer should provide a minimum of three references that detail projects currently in progress or completed within the last five years and that are comparable in size, scope and complexity to this effort. References should be for services/products comparable to those that will be provided to NYSBOE. Include names, e-mail addresses, and phone numbers of contact points with the listed clients as per the reference form. NYSBOE reserves the right to request information from other sources.

Provide a minimum of two (2) references for each proposed Sub-Consultant. At least one (1) of such references shall be for projects (comparable in size, scope and complexity to this effort) in which you and such Sub-consultant have worked together. Both references shall be for projects currently in progress or completed within the last five years and that are relevant to this Project. Indicate whether any of your Sub-Contractors are Minority and Women-Owned Business Enterprises, and if so, whether they are New York State or New York City certified.

2.2.3 Volume II: Price Proposal

Prices by Deliverable

This is a fixed-price project. Identify Prices using the deliverables identified in Section 5.2, Deliverables. Prices shall be deemed to include all auxiliary costs, such as printing, secretarial, program entry, and

costs for travel, meals and lodging. The following table defines the structure for presentation of pricing information. DO NOT USE THIS TABLE – proposers shall present their pricing information by completing the Excel spreadsheet included with the procurement package – “NYSBOE Asset Management System RFP – Pricing Spreadsheet.xls”.

Table 3, Deliverables

Deliverable	Price Type	Proposed Price
1: Pre-Implementation Tasks & Deliverables, to include:	Total One-time Price	\$
Project Plan		
Design and Planning		
2: Implementation Tasks & Deliverables, to include:	Total One-time Price	\$
Installation and Configuration (for all business units)		
Data Migration		
Testing		
Implementation		
Training – Option 1		
Training – Option 2		
Training – Option 3		
Documentation		
3: COTS Enterprise License – One-time	Total One-time Price	\$
4: COTS Enterprise License – Recurring	Total Annual Price	\$
5: Technical Support.	Total Annual Price	\$
6: Software Maintenance.	Total Annual Price	\$
7a: Hardware (Devices)	Do not provide an amount here. See “Devices” below.	
7b: Hardware Maintenance (Devices)	Do not provide an amount here. See “Hardware Maintenance” below.	
8: Hosting – One-time (optional to NYSBOE)	Total One-time Price	\$
9: Hosting – Recurring (optional to NYSBOE)	Total Annual Price	\$
10. Enhancement Services (optional to NYSBOE)	Do not provide an amount here. See “Enhancement Services” below.	

The Price Proposal shall include a Basis of Calculation (BOC) for the proposed prices in sufficient detail to permit the verification of the proposed prices (to be included in the relevant worksheets within the Excel

spreadsheet - "NYSBOE Asset Management RFP – Pricing Spreadsheet.xls"). The BOC provided shall include information defining and explaining the elements and metrics of the BOC by phase, to include estimates of hours and resources to be deployed.

Proposers shall also provide their pricing information for additional items such as product licenses, product maintenance etc. Include each of the following with your Price Proposal:

Enterprise-wide License

The Proposer(s) awarded the Contract(s) [the "Consultant(s)"] will provide the NYSBOE an enterprise-wide license to the Asset Management System software. Such license shall allow unlimited use by an unlimited number of users (at unlimited locations) of the software for all NYSBOE-related matters and an unlimited number of installs and instances on behalf of the NYSBOE. For the purposes of this license the term "enterprise" is defined as all NYSBOE business units and all County Boards of Elections.

Software Maintenance Agreement

Proposers shall provide their proposed software maintenance agreement.

Hardware Maintenance Agreement

Proposers shall provide their proposed hardware maintenance agreement.

Hardware Devices

Standard prices for hardware devices (e.g. bar code readers, label printers, RFID equipment etc.) and any discounts that may be applicable for bulk purchases must be included together with standard pricing for maintenance for such devices.

For each device the Proposer should present the following:

- Model #;
- Description and capabilities;
- List Price;
- Discounted Price per unit offered to NYSBOE;
- Additional discounts for bulk purchase; and
- Maintenance price per year.

Enter this standard pricing information in the relevant worksheet within the Excel spreadsheet - "NYSBOE Asset Management System RFP – Pricing Spreadsheet.xls". NYSBOE will use an assumed number of devices of two (2) per County to calculate a dollar amount for hardware devices based on the pricing provided in this worksheet.

NYSBOE reserves the right to purchase devices separate from this contract should this be beneficial.

Hosting – Additional Resources

Standard prices for additional resources (e.g. storage, database instances, database refreshes, servers, miscellaneous labor etc.) and any discounts that may be applicable must be indicated.

Provide the following information about each resource:

- Name/Identifier
- Description
- List Price (per unit)
- Discounted Price per unit offered to NYSBOE

- Additional discounts for bulk purchase

Enter this pricing information in the relevant worksheet within the Excel spreadsheet - "NYSBOE Asset Management System RFP – Pricing Spreadsheet.xls".

Enhancement Services

Proposers are to submit fully loaded hourly rates for the company that includes all labor, overhead and fee costs. In addition to rates for individual staff roles (e.g. Project Manager, Business Analyst), the proposer shall provide a blended hourly rate. If NYSBOE requests additional work to be undertaken by the selected proposer, a budget will be negotiated for the work based upon an agreed upon number of hours multiplied by the appropriate loaded hourly rates plus identified, auditable direct non-salary costs. This pricing should reflect any educational or government discounts and be based on "most favored nation pricing". For the purposes of evaluating this component of the proposer's cost proposal NYSBOE will make an assumption regarding the estimated number of hours for enhancement services and apply this to the blended hourly rate presented by the proposer.

2.3 Instructions for Proposal Submission

Only those Proposers who furnish all required information will be considered for evaluation. Submit all required proposal contents, including attachments, exhibits, supporting documents, and proposal addenda if any, by sending or delivering all to the OGS Division of Financial Administration at the following address:

New York State Office of General Services
Division of Financial Administration
Corning Tower, 40th Floor
Empire State Plaza
Albany, NY 12242
Attn: Warren Joscelyn

OGS requires **written** proposals from qualified entities interested in providing these services.

E-mail or fax proposal submissions are not acceptable and will **not** be considered.

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

Proposals must be received in the above office on or before **3:00 PM EDT on Date Listed in Key Event Dates Section 1.5.**

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

Proposals must remain open and valid for 120 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYSBOE, New York State OGS and the Proposer. A proposal shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120 day period until either tentative award of the contract by Issuing Office is made or withdrawal of the proposal in writing by Proposer. Tentative award of the contract shall consist of written notice to that effect by the Issuing Office to the successful Proposer, who shall thereupon be obligated to execute a formal contract for an Asset Management System. This Solicitation remains the property of the State at all times, and all responses to this Solicitation, once delivered, become the property of the State.

NO CONSIDERATION WILL BE GIVEN TO PROPOSALS RECEIVED AFTER THE STATED DATE AND TIME.

2.3.1 Packaging of RFP Response

NYSBOE/OGS require the submission of four (4) original paper copies and four (4) exact paper copies as well as one soft copy on CD-ROM (in MS Office 2003) of the Technical proposal. NYSBOE/OGS requires the submission of four (4) signed original paper copies and two (2) exact paper copies as well as one soft copy on CD-ROM (in MS Office 2003) of Appendix E - Cost Proposal.

The Appendix E Cost Proposals must be in a separately sealed envelope, clearly marked 'Cost Proposal', and included with the proposal package.

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 – 1565
- Proposal Due Date and Time: Date listed in Key Event Dates Section 1.5 @ 3:00 PM EST
- Proposal for an Asset Management System

Mailed Proposals

Submitters mailing their proposal must allow sufficient mail delivery time to ensure receipt of their proposal no later than the specified date and time.

This Solicitation remains the property of the State at all times, and all responses to this Solicitation, once delivered, become the property of the State.

Important Security Procedures for Delivered Proposals

Security procedures are in effect at the Corning Tower. While Empire State Plaza procedures govern both parking and admittance to buildings, the new Corning Tower procedures require turnstile security access. Photo identification is required. **All visitors must register for building access, including vendors delivering bids. Vendors are encouraged to pre-register by contacting the OGS Finance Office at 518-474-5981 at least 24 hours prior to the proposal due date and time.** 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 security system. Access will not be allowed until the security 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 the security procedures. These security procedures may change or be modified at any time.

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

<http://www.ogs.state.ny.us/parking/forVisitor/visitor.html>

3. Administrative Information

3.1 Issuing Office

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

3.2 Method of Payment

Payments will not be processed by the State until the deliverables have been delivered to NYSBOE's satisfaction. Invoices for payment shall be submitted on completion of the deliverables and must include written acceptance from NYSBOE. These invoices will be processed in accordance with established procedures of the New York State Office of General Services and the Office of the State Comptroller.

Invoices must contain sufficient data including, but not limited to, contractor name, contract number, description of deliverable, identify Deliverable Number and month of delivery as well as Federal Identification Number. (Also see Acceptance of Deliverables - Sec 3.3)

The fees will be paid according to standard State procedures, including the Prompt Payment Section of the State Finance Law, upon receipt by OGS of acceptable invoices referencing the contract number at the following address:

All invoices or vouchers are to be submitted for payment to:

NYS OFFICE OF GENERAL SERVICES
DIVISION OF FINANCIAL ADMINISTRATION
EMPIRE STATE PLAZA STATION
P. O. BOX 2117
ALBANY, NEW YORK 12220 0117

or

Send via email to: claimsunit@ogs.state.ny.us

3.2.1 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. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us, or by phone at 518-474-4032. 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.

3.3 Acceptance of Deliverables

Each deliverable must be reviewed and accepted in writing by the NYSBOE. A signed letter from an authorized NYSBOE representative(s) will serve as the sole methodology utilized in acceptance. No other form(s) of acceptance or approval shall be deemed proof of a deliverable or any part of a deliverables accepting of completion.

A timeframe for deliverables will be agreed upon at/or subsequent to the project kick-off meeting. Certain deliverables require several levels of review. The acknowledgement of the receipt of the deliverable can indicate the timeframe for that specific deliverable.

3.4 Method of Award

Contract awarded under this RFP will be made to the responsive and responsible Proposer affording the best value to the State. Contract award under this RFP will be made to the Proposer receiving the highest point total using the evaluation criteria listed in Section 4.

3.5 Term of Contract

This contract will commence upon OSC approval and will be in effect for (5) years, with an option for one additional 5 year period of renewal.

The State of New York retains the right to cancel this contract for convenience, provided that the Contractor is given at least ninety (90) days written notice of OGS' intent to cancel. Any cancellation 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 NYSBOE and/or OGS, its agents and employees therefore for lost profits or any other damages resulting there from. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. See Section 7.12 – Termination.

3.6 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.

3.7 Proposal Exceptions

The Issuing Office will consider all requests to waive any proposal requirement. However, proposers should be aware that failure to obtain a waiver of any proposal requirement in advance of proposal submission could result in rejection of Proposer's proposal and disqualification from the 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 Key Events (Section 1.5). The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the 'Answers to Questions' as identified in Key Events (if the response results in a change to the Solicitation), or directly to the requesting Proposer.

3.8 Dispute Resolution

For purposes of this RFP it is the intention of the Office of General Services' Financial Administration (OGS) and the New York State Board of Elections (NYSBOE) to provide Proposers with an opportunity to administratively resolve disputes, complaints or inquiries related to proposal solicitations or contract awards. OGS and NYSBOE encourage vendors to seek resolution of disputes through consultation with OGS Financial Administration staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Financial Administration Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified on the front of the solicitation document.

3.9 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 addendum issued prior to the proposal due date must be acknowledged by signature, dated and be submitted on or before the proposal due date with four (4) originals. In awarding a contract any addenda will become a part thereof.
4. Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services at the time of examination of the documents or 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.

3.10 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 solicitation, and the contract resulting from the solicitation.

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

3.11 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 Solicitation, refer to this Solicitation.

4. Evaluation and Selection Process

4.1 Evaluation Team

An evaluation team appointed by the NYSBOE will review proposals submitted. Additional technical assistance may be provided by other agencies. All proposals shall be received with the understanding that the acceptance in writing by the Commissioners of NYSBOE along with the approval of the Office of the State Comptroller and the Attorney General shall constitute an agreement between the Proposer and the State. An award, if any, will be made by OGS on behalf of NYSBOE.

The evaluation of proposals will be conducted by the State based on information provided in the Proposers' proposals and on such other available information that the State determines to be advisable to consult. NYSBOE reserves the right to conduct a site visit of the proposed hosting facility.

The evaluation team will review proposals for the best value to the State. The technical evaluation team will use the Oral Presentation and Demonstration as cumulative knowledge during their technical evaluation of the proposer(s).

4.2 Proposal Scoring

The Proposals will be evaluated using the following approach and scoring system:

Table 4, Proposal Scoring Criteria and Weights

Title	Scoring Method	Item Weight	Section Score	Max. Weighted Score	Points out of 100
Pre-Screening	Pass/Fail			Pass/Fail	N/A
Mandatory Requirements Review	Pass/Fail			Pass/Fail	N/A
<u>Mandatory Requirements</u>		Pass / Fail			
Technical and Management Proposal	Scored				65
<u>Technical Requirements</u>			20		
• <u>Ability to meet requirements</u>		50			
• <u>Approach to meeting requirements</u>		50			
<u>Company Experience</u>			15		
• <u>Description</u>		20			
• <u>References</u>		60			
• <u>Staffing</u>		20			
<u>Management Plan and Schedule</u>			15		
<u>Approach</u>			15		
<u>To include:</u>					
• Project Plan					
• Design and Planning					

Title	Scoring Method	Item Weight	Section Score	Max. Weighted Score	Points out of 100
• Installation and Configuration (software and hardware) • Data Migration • Testing • Implementation • Training • Documentation • Software Maintenance • Hardware Maintenance • Technical Support • Hosting (option)					
<i>Technical Proposal Total</i>			65		
Price Proposal	Scored				25
Executive Management Review					10
Total					100

Step 1: Pre-Screening

NYSBOE will conduct a Pre-Screening of each proposal to ensure all content has been submitted in accordance with the RFP. Those Proposers whose Proposals do not include all required content will be deemed non-responsive, unless NYSBOE deems such omissions non-material. NYSBOE will notify non-responsive Proposers in writing.

Step 2: Software Features Review

In Step 2, **Volume 1: Technical & Management Proposals, Attachment A - Requirements Compliance Matrix**, will be reviewed for those Proposals that have been deemed responsive in Step 1. For the Mandatory Features a 2 or a 1 will be considered as “Pass” and a 0 will be considered as “Fail”. Those Proposals which receive a Fail for any Mandatory Feature will be deemed non-responsive see Section 2.2.2 above). NYSBOE will notify Proposers whose Proposals are deemed non-responsive in writing. The remaining responsive Proposals will proceed simultaneously to Steps 3 and 4.

Step 3: Oral Presentation and Demonstration

Proposers will be required to provide an Oral Presentation and Demonstration to the Committee.

The Committee will host an Oral Presentation and Demonstration with each Proposer at a NYSBOE facility in Albany, NY. The Committee will evaluate Proposer Presentations and Demonstrations based on the following criteria:

- A complete demonstration of its software solution that validates its ability to meet the requirements as expressed in **Attachment A – Requirements Compliance Matrix** in the RFP.
- The capabilities of the Proposer’s staff that will lead the engagement.
- Examples of previous projects of a similar nature.
- The Proposer’s approach to managing the project.

Step 4: Technical Scoring (65 Points)

Members of a duly constituted ad hoc Technical Evaluation Committee (the “Committee”) will score each Technical Proposal individually and then meet as a group to discuss the Technical Proposals. The average Technical Score for each Proposal will consist of the sum of each Committee Member’s Technical Score divided by the number of Committee Members.

Step 5: Volume II: Price Proposal Scoring (25 Points)

Price Proposals scoring will be performed. Prices totaled over the entire potential five year term of any resulting contract (see above) will be scored using a mathematical calculation in which the lowest price proposed receives the maximum Price Proposal Score of twenty-five (25) points and higher proposed prices receive proportionately lower Price Proposal Scores.

Step 6: Optional BAFO

NYSBOE reserves the right to request Best and Final Offers (“BAFOs”). Should NYSBOE exercise this right, NYSBOE will request a BAFO from each Proposer. NYSBOE will revise the Price Scores as necessary.

Step 7: Executive Management Review (10 Points)

The final 10 possible points will be awarded by an NYSBOE Executive Management Review Committee, the membership of which will be designated by the NYSBOE Commissioner(s) or his/her designated representative.

Step 8: Calculation of Proposer’s Total Score

The Total Score for a Proposal is the sum of the Proposer’s Technical, Price and Executive Management Review Scores for a possible maximum Total Score of one hundred (100) points.

Step 9: Recommended Proposer

The Proposer with the highest Total Score, after the summing of Technical, Price, and Executive Management Review Scores as calculated using the formulas above will be recommended by the Committee for contract award.

4.3 Notification of Award

After the evaluation, all Proposers will be notified of the name of the selected Proposer and debriefings will be offered per section 7.11. 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. Scope of Work

5.1 Overview

The Consultant shall provide an Asset Management software application, devices and related hardware and related services to include: installation; data conversion; implementation; data interfaces; training; support; maintenance (the “Asset Management System”); and a proposed approach to hosting, as an option. The Consultant will install the software and hardware in the applicable operational environment, convert the existing data, provide software and hardware training to NYSBOE and CBOE personnel, provide technical support and user help services, provide training and support documentation and provide software upgrades during the term of the contract.

The potential scope of the project is represented by **Attachment C**: Asset Management System Context Diagram. This diagram illustrates the potential people, systems and information that will be entered and generated for various tasks associated with the election process.

Attachment D: Asset Management Workflow and **Attachment E**: Example Asset Management System Data Fields provide examples that should serve as the basis for the Oral Presentation and Demonstration. Attachment D describes the process of a voting system being initially entered into the AMS and tracked through its use in its first election. The accompanying narrative provides details of the tasks that will be performed at each step. Attachment E provides example data fields that the system shall have the ability to track.

Attachment F: Certified Voting System Device Configuration provides the certified voting system device configuration information that should be used as the basis for the asset description. This information will be used by each County Board of Elections (CBOE) to audit their inventory to assure that all components are present for the upcoming elections. This information will need to be editable in case a CBOE purchases additional components for the device's configuration (e.g. additional Sip & Puff device). Attachment F: Certified Voting System Device Configuration also contains the voting system security seal information that will be used to help maintain the chain of custody.

The system provided by the Consultant shall comply with the Technical Requirements found in Attachment A.

5.2 Deliverables

5.2.1 Project Plan

The Consultant shall develop a Project plan for the deployment of the Asset Management System. The Consultant shall provide the following tasks and deliverables:

Table 5, Project Planning Tasks and Deliverables

Task 1	Task	Deliverable
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Task 1	Task	Deliverable
1.1	The Consultant shall develop an overall plan that will ensure that NYSBOE's requirements are met within the desired timeframe. The plan should include: 1. Scope Statement; 2. Work Breakdown Structure; 3. Project Schedule; 4. Quality Management Plan; 5. Risk Management Plan; 6. Change Control Plan; 7. Acceptance Management Plan; 8. Issue Management Plan; 9. Implementation Plan for each business unit; 10. Security Plan; 11. Communication Plan; and 12. Staffing Plan (including roles and responsibilities for Consultant staff and NYSBOE staff¹).	Project Plan

5.2.2 Design and Planning Phase

The Consultant will be expected to design and plan for the testing and implementation of the new system before any build-out occurs. NYSBOE will make available appropriate staff as needed to participate in design sessions with the Consultant. The Consultant shall provide the following tasks and deliverables:

Table 6, Design and Planning Tasks and Deliverables

Task 2	Task	Deliverable
2.1	The Consultant shall develop a design for the Asset Management System that meets NYSBOE's requirements. The design shall include schematics to illustrate the relationship of major solution components.	System Design
2.2	The Consultant shall develop an implementation plan.	Implementation Plan
2.3	The Consultant shall develop a system acceptance test plan (SAT) that clearly identifies the roles and responsibilities of both Contractor and NYSBOE staff.	System Acceptance Test Plan
2.4	The Consultant shall develop a Quality Control/ Quality Assurance Plan.	Quality Control/Quality Assurance Plan

¹ BOE will provide its own Project Manager for the project. Subject Matter Experts will be available on an as-needed basis.

5.2.3 Installation and Configuration Phase

Installation and configuration of the Asset Management System will occur in accordance with the implementation plan developed during the design and planning phase. The Consultant shall provide the following tasks and deliverables:

Table 7, Installation and Configuration Tasks and Deliverables

Task 3	Task	Deliverable
3.1	The Consultant shall install all test and development environment software in order to provide a fully functional development environment.	System Installation
3.2	The Consultant shall configure and customize the solution based on the System Design (see Design and Planning Phase above) and the Requirements (see Attachment A), as approved by NYSBOE. The Consultant shall allow NYSBOE, or any of its representatives, to monitor the configuration and customization of the software as necessary. The Consultant shall be expected to work with existing end-users who will be involved in approving the configuration of the solution. Final approval will rest with NYSBOE.	

5.2.4 Data Migration Assistance Phase

Data Migration for the Asset Management System will occur in accordance with the implementation plan developed during the design and planning phase. NYSBOE currently collects data pertaining to county voting systems across New York State. This data is captured in MS Excel spreadsheets. There are sixty-two (62) counties and up to eight (8) spreadsheets per county. The Consultant shall provide the following tasks and deliverables:

Table 8, Data Migration Tasks and Deliverables

Task 4	Task	Deliverable
4.1	The Consultant shall convert and migrate existing data into the new system. - The Consultant shall map data from the existing MS Excel spreadsheets to the new asset management system. - The Consultant shall convert existing data and, with NYSBOE's assistance, validate that the data has been migrated successfully into the new system.	Data Migration

5.2.5 Testing Phase

The Consultant is expected to conduct testing of the Asset Management System in accordance with the System Acceptance Test plan developed in the Design and Planning phase (see above). The test plan shall designate roles and responsibilities for the Consultant, NYSBOE and CBOE staff. NYSBOE will make available appropriate staff members as needed to participate in acceptance testing. The Consultant shall provide the following tasks and deliverables:

Table 9, Testing Tasks and Deliverables

Task 5	Task	Deliverable
5.1	The Consultant shall perform testing to ensure that the solution works as intended. The Consultant shall adhere to the System Acceptance Test Plan as described previously. Testing will be conducted in the NYSBOE test environment. - The Consultant shall document detailed test cases traced to all requirements in the Scope of Services section of this RFP and to the detailed requirements documented within Attachment A. - The test case descriptions shall include expected results of each test. - The Consultant shall provide actual test results for all test activity. All test results shall be documented in a test log. - The Consultant shall provide weekly reports of testing progress and the status of corrective actions resulting from test activities. Testing will not be considered complete until approved by NYSBOE.	Testing

5.2.6 Implementation Phase

Implementation of the Asset Management System will occur in accordance with the implementation plan developed during the Design and Planning phase (see above). Implementation in the production environment will only occur once acceptance testing has occurred to NYSBOE's satisfaction. The Consultant shall provide the following tasks and deliverables:

Table 10, Implementation Tasks and Deliverables

Task 6	Task	Deliverable
6.1	Once testing has been approved, the Consultant will be responsible for installing a fully functional production environment. The Consultant shall implement the system in the production environment in accordance with the Implementation Plan. Implementation will include: - Conversion and migration of existing data to the new system, and - Transition of all existing users to the new system	System Implementation

5.2.7 Training Phase

The Consultant shall develop and implement a plan for conducting end-user and technical training (to include knowledge transfer). The intent is that the proposed activities will result in well-trained technical and end-user NYSBOE and CBOE personnel, and will provide adequate training materials for recurring training needs. Training must address all components of the solution including software, hardware devices and server administration. Training methods that minimize the cost per end-user are preferred

(for example, web-based training, and train-the-trainer approaches). The Consultant shall provide the following training options, one or more of which will be selected at NYSBOE's option:

Table 11, Training Tasks and Deliverables

Task 7	Task	Deliverable
7.1	Option 1 – County-based Training: - The Consultant shall develop training materials that can be deployed at each of the 62 counties. Web-based or DVD-based training is preferred. NYSBOE will not entertain solutions that involve in-person training in each county. Option 2- Regional Training - The Consultant shall develop in-person training that will be delivered at each of the 6 NYSBOE regions (individual counties will attend the training appropriate to their region). Option 3 – Central Office Training - The Consultant shall train NYSBOE staff (i.e. central office staff) in the use of the system using a “train-the-trainer” approach. Staff should be trained to the point where they themselves are equipped to train county staff in the use of the system.	User Training

5.2.8 Documentation

The Consultant shall provide documentation materials to NYSBOE to enable NYSBOE staff to understand and make full use of the Asset Management software and hardware. The Consultant shall provide the following tasks and deliverables:

Table 12, Documentation Tasks and Deliverables

Task 8	Task	Deliverable
8.1	Product installation guide	Documentation
8.2	Description of user screen layout and content	Documentation
8.3	Application access procedure	Documentation
8.4	Description of standard report layouts and content	Documentation
8.5	Application security	Documentation
8.6	Operating specifications and system flowcharts	Documentation
8.7	Program module descriptions	Documentation
8.8	Detailed run books (if hosted) or operating procedures (if in-house)	Documentation

5.2.9 Software Maintenance

The Consultant shall provide a maintenance agreement that will cover the software components of the Asset Management System. The maintenance agreement will begin immediately following Final Acceptance of the Implementation Phase (see Section 5.2.6). The anticipated period of performance for maintenance is 5 years, plus any additional contract renewals from Final Acceptance. The Consultant shall provide the following tasks and deliverables:

Table 13, Software Maintenance Tasks and Deliverables

Task 9	Task	Deliverable
9.1	Remote diagnostics.	Maintenance
9.2	On-site issue resolution if necessary.	Maintenance
9.3	Fixes to the software (refer to Section 6 Consultant Responsibilities – Fixing Defects).	Maintenance
9.4	Updates to the system.	Maintenance
9.5	Updates to training and technical documentation to support software changes.	Maintenance

5.2.10 Technical Support

The Consultant shall provide help desk services to support the NYSBOE staff that support the user community. The anticipated period of performance for technical support is 5 years, plus any contract renewals from Final Acceptance. The Consultant shall provide the following tasks and deliverables:

Table 14, Technical Support Tasks and Deliverables

Task 11	Task	Deliverable
11.1	Help-desk support.	Technical Support
11.2	Availability and use of product-trained technicians.	Technical Support
11.3	Help-desk ticket response time standards (follow-up and resolution).	Technical Support
11.4	Help-desk ticket escalation and resolution model.	Technical Support
11.5	Help-desk ticket status reporting.	Technical Support
11.6	Schedule of Help-desk hours of operation and availability (at minimum help-desk support must be provided from 8.00 a.m. to 6.00.p.m. – Eastern Time – Monday to Friday. Enhanced support requirements are presented in Attachment G – Enhanced Technical Support Requirements).	Technical Support
11.7	Performance metrics (e.g. status, resolution etc.).	Technical Support

5.2.11 Hosting

NYSBOE may opt to have the Asset Management System hosted by the Contractor rather than operating the system in-house. Therefore, Proposer's must provide details of their proposed hosting solution. In the event that hosting is requested from the Contractor, a Hosting Schedule will be put into effect that defines with greater specificity NYSBOE expectations of the hosting service. The Hosting Schedule will be based on the document provided as **Attachment H – Hosting Services Agreement**. Please refer to this document for a detailed description of specific tasks and deliverables to be provided.

6. Consultant Responsibilities – Fixing Defects

1. Consultant shall provide Services as detailed in the following Defect Service Levels Agreement.

Table 15, Defect Service Levels Agreement

Defect Severity	Maximum Response Time	Maximum Resolution Time	Hours and Days of Coverage
Level 1	15 minutes	48 clock hours	24 hrs/day; 7 days/wk
Level 2	30 minutes	96 clock hours	8:00 a.m. to 8:00 p.m. ET weekdays
Level 3	60 minutes	240 clock hours	8:00 a.m. to 6:00 p.m. ET weekdays

2. A Level 1 Defect is a problem whose nature and/or severity prevent NYSBOE from continuing its business. A Level 1 Defect may have one or more of the following characteristics: (a) a critical function of the Application/Device is not available; (b) the Application/Device hangs indefinitely and/or causes other NYSBOE applications to hang; (c) the Application/Device crashes and/or causes other NYSBOE applications to crash; and/or (d) a security incident has occurred or is suspected to have occurred.
3. A Level 2 Defect may have one or more of the following characteristics: (a) the performance, functionality or usability of one or more of the Application/Device's parts is severely degraded; (b) multiple users are impacted; and/or (c) one or more business functions are unavailable or unusable by the end users.
4. A Level 3 Defect is a failure of a system or part thereof which has a minor impact on a NYSBOE business process and can be handled on a non-immediate basis. Examples may include user requests (e.g., a report is not formatted correctly) and peripheral problems (e.g., output fails to print properly).
5. Consultant shall not close a Defect Fix unless that Fix shall have been demonstrated to either: (a) repair the functionality, performance and usability of the Application/Device to its pre-Defect level or (b) improve the functionality, performance and usability of the Application/Device from its pre-Defect level.
6. Unless, for a particular defect, NYSBOE has provided prior written approval for different response times, Consultant shall, for each calendar month and for each Defect Severity Level: (a) respond to one hundred percent (100%) of reported Defects within the Maximum Response Time during Hours and Days of Coverage and (b) fix ninety percent (90%) of reported Defects within the Maximum Fix Time during Hours and Days of Coverage [Table 1, above].
7. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE SERVICES
8. If the Contractor fails to timely respond or repair, in accordance with this RFP, NYSBOE will deduct up to a maximum of thirty percent (30%) of the invoice amount to compensate the State for the diminution of services. The rate shall be calculated as follows: For any month's invoice, the Total Percentage Short equals, for that month, the sum, across all Defect Severity Levels, of the percentage points that the Consultant falls short both for responses to, and fixes of, Defects [see Section above]. The Agency Representative will notify the Contractor of any failure and will deduct the appropriate withholding amount from the next monthly invoice(s).

Delay Credit Example

For your convenience, an example of how this will be calculated is provided below:

If a month's invoice amount is \$100 and, during that month:

(a) deficiencies in Maximum Response Time [see Table 15, second column] are:

- (i) Level 1: One percent (1%) short;**
- (ii) Level 2: Two percent (2%) short; and**
- (iii) Level 3: Three percent (3%) short; and**

(b) deficiencies in Maximum Fix Time [see Table 15, third column] are:

- (i) Level 1: One percent (1%) short;**
- (ii) Level 2: Two percent (2%) short; and**
- (iii) Level 3: Three percent (3%) short;**

then the Total Percentage Short is twelve percent (12%) and the delay credit for that month's invoice is twelve percent (12%) of the invoice amount (\$100), equal to twelve dollars (\$12).

7. Contract Clauses and Requirements

7.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated June 2006, 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
2. The Contract
3. Solicitation Number 1565 including any appendices and or addenda (This Document)
4. Selected Contractor's Proposal

7.2 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:

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

7.3 Contractor Insurance Requirements

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, Office of General Services (hereinafter referred to as "OGS"), Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements contained in this Contract. Such Certificates shall be of a form and substance acceptable to OGS.

Certificate acceptance and/or approval by OGS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers acceptable to OGS; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; shall be endorsed to provide written notice be given to OGS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to Office of General Services, Purchasing Unit, Corning Tower, 40th Floor, Empire State Plaza, Albany, New York 12242 and shall name The People of the State of New York, its officers, agents, and employees as additional insureds there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 10 11 85**). The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

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

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

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

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. 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 period of time such coverages are required to be in effect.

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

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

- a) Commercial General Liability Insurance with a limit of not less than \$5,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 1. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.
- b) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- c) If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance, the Contractor shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with limits of not less than \$5,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against OGS arising from Contractors work.
 1. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
 2. If the Contract includes disposal of materials from the job site, the Contractor must furnish to OGS, evidence of pollution legal liability insurance in the amount of \$2,000,000 maintained by the disposal site operator for losses arising from the disposal site accepting waste under this Contract.

- i) If autos are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.
- d) If providing professional services, the Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, errors and omissions liability insurance with a limit of not less than \$5,000,000 per loss.
 - 1. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and, if the project involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, it may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring, or laboratory analyses.
 - 2. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
- e) Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against OGS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against OGS or (ii) any other form of permission for the release of OGS.

Contractor acknowledges that failure to obtain 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.

f) **WORKERS' COMPENSATION / DISABILITY INSURANCE:**

Workers' Compensation, Employer's Liability, and Disability Benefits meeting all New York State statutory requirements are required. If coverage is obtained from an insurance company through an insurance policy, the policy shall provide coverage for all states of operation that apply to the performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers' Compensation Act must be included. Also, if the contract is for temporary services, or involves renting equipment with operators, the Alternate Employer Endorsement, WC 00 03 01A, must be included on the policy naming the People of the State of New York as the alternate employer.

PROOF of COMPLIANCE WITH WORKERS' COMPENSATION COVERAGE REQUIREMENTS:

ACORD forms are **NOT** acceptable proof of workers' compensation coverage.

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, contractors shall:

- A) Be legally exempt from obtaining workers' compensation insurance coverage;
or
- B) Obtain such coverage from insurance carriers;
or
- C) Be a Board-approved self-insured employer or participate in an authorized self-insurance plan.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms to the Office of General Services** at the time of bid submission or shortly after the opening of bids:

- A) **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.state.ny.us);

or

- B) *Certificate of Workers' Compensation Insurance*:

1) **Form C-105.2 (9/07)** if coverage is provided by the contractor's insurance carrier, **contractor must request its carrier** to send this form to the New York State Office of General Services;

or

2) **Form U-26.3** if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to the New York State Office of General Services;

or

- C) *Certificate of Workers' Compensation Self-Insurance - Form SI- 12*, available from the New York State Workers' Compensation Board's Self-Insurance Office;

or

- D) *Certificate of Participation in Workers' Compensation Group Self-Insurance Form GSI-105.2*, available from the contractor's Group Self-Insurance Administrator.

PROOF of COMPLIANCE WITH DISABILITY BENEFITS COVERAGE REQUIREMENTS:

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, contractors shall:

- A) Be legally exempt from obtaining disability benefits coverage;
or
B) Obtain such coverage from insurance carriers;
or
C) Be a Board-approved self-insured employer.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms to the Office of General Services** at the time of bid submission or shortly after the opening of bids:

- A) **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.state.ny.us);

or

- B) **Form DB-120.1**, *Certificate of Disability Benefits Insurance*. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services;

or

- C) **Form DB-155**, *Certificate of Disability Benefits Self-Insurance*. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

All forms must name the Office of General Services – Financial Administration, 40th Floor, Mayor Erastus Corning 2nd Tower, Empire State Plaza, Albany NY 12242, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

7.4 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: <http://www.nystax.gov>

7.5 Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses

In accordance with Article 15-A of the New York State Executive Law and regulations adopted pursuant thereto, OGS has established separate goals for participation of New York State Certified minority and women-owned business enterprises for all State contracts. OGS is required to implement the provisions of Article 15-A and 5 NYCRR Part 143 for all State contracts (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing and (2) in excess of \$100,000 for real property renovations and construction. For purposes of this procurement, OGS hereby establishes a goal of **5%** for Minority-owned Business Enterprises (MBE) participation and **5%** for Women-owned Business Enterprises (WBE) participation. As a condition of this procurement, the contractor and OGS agree to be bound by the provisions of §316 of Article 15-A of the New York State Executive Law regarding enforcement. Contractors must document "good faith efforts" to provide meaningful participation by New York State Certified M/WBE subcontractors or suppliers in the performance of this contract. For guidance on how OGS will determine a contractor's "good faith efforts," refer to 5 NYCRR §143.8. Additionally, Offerors must refer to Appendix C of this document for a list of forms that must be provided in order to fully comply with Article 15-A of the New York State Executive Law and 5 NYCRR Part 143.

7.6 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process.

SHOULD YOU FEEL YOUR FIRM'S BID/PROPOSAL CONTAINS ANY SUCH TRADE SECRETS OR OTHER CONFIDENTIAL OR PROPRIETARY INFORMATION, **YOU MUST SUBMIT A REQUEST TO EXCEPT SUCH INFORMATION FROM DISCLOSURE.** SUCH REQUEST MUST BE IN WRITING, MUST STATE THE REASONS WHY THE INFORMATION SHOULD BE EXCEPTED FROM DISCLOSURE AND MUST BE PROVIDED AT THE TIME OF SUBMISSION OF THE SUBJECT INFORMATION.

REQUESTS FOR EXEMPTION OF THE ENTIRE CONTENTS OF A BID/PROPOSAL FROM DISCLOSURE HAVE GENERALLY NOT BEEN FOUND TO BE MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXEMPTION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR FIRM.

7.7 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 the Office of General Services of any changes in the legal status or principal ownership of the firm, forty five (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 the NYSBOE.
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. The NYSBOE's interpretation of specifications shall be final and binding upon the Contractor.
8. The NYSBOE and -Commissioner of General Services 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 proposal on the more expensive option. Final decision will rest with the NYSBOE and Commissioner of General Services.
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, the NYSBOE and the Commissioner of the Office of General Services may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor and its surety shall be liable to the State of New York for costs incurred on account thereof.

11. STOP WORK ORDER - The Commissioner of General Services reserves the right to stop the work covered by this RFP and any contract(s) resulting therefrom at any time that it is deemed the successful proposer is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, the Office of General Services 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 bid, the successful Proposer and its surety shall be liable to the State of New York for any such costs on account thereof. In the event that the Office of General Services 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.
12. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
13. The NYSBOE and/or Office of General Services reserves the right to reject and bar from the facility any employee hired by the Contractor.

7.8 Contract Terms

All provisions and requirements of, Appendix A Standard Clauses for New York State Contracts, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this Solicitation, and will be binding upon the parties to such contract.

All provisions and requirements, which are attached hereto and form a part hereof, will be incorporated into any contract resulting from this Solicitation, and will be binding upon the parties to such contract.

It is stipulated and agreed by the parties that the law of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this Solicitation.

Any contract resulting from this Solicitation shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the Comptroller of the State of New York.

7.9 Subcontractors

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 including, but not limited to the General Conditions and Requirements.

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the NYSBOE & OGS Floor, Corning Tower Building, Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 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 NYSBOE may require concerning the proposed subcontractor's ability and qualifications.

7.10 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. Waive or modify 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 committee that the selection of the said Proposer will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the proposals received.
6. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
7. The State may begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
8. 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.
9. Waive any non-material requirement not met by all Proposers.
10. Not make an award from this Solicitation.
11. If two or more offers are found to be substantially equivalent, the NYSBOE and the Commissioner of OGS, at his sole discretion, will determine award.
12. The State reserves the right to make multiple contract awards pursuant to the Solicitation.
13. OGS retains the right to have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
14. Seek clarifications of proposals.
15. Make an award under this Solicitation in whole or in part.

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

7.11 Debriefings

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that bidder's proposal or bid. After contract award, OGS shall, upon request, provide a debriefing to any bidder that responded to the IFB or Solicitation, regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder/proposer within thirty days of contract approval as posted on the OSC website (web address below). <http://www1.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

7.12 Termination

A.) Termination

NYSBOE may, upon thirty (90) days notice, terminate this Agreement in the event of the Contractor's failure to comply with any of the bid's requirements unless the Contractor obtained a waiver of the requirement. In addition, NYSBOE may also terminate this Agreement upon ten (10) days written notice if the Contractor makes any arrangement or assignment for the benefit of

creditors. Furthermore, NYSBOE shall have the right, in its sole discretion, at any time to terminate this Agreement, or any unit portion thereof, with or without cause, by giving ninety (90) days written notice of termination to the Contractor. Any termination by NYSBOE under this Section shall in no event constitute or be deemed a breach of this Agreement and no liability shall be incurred by or arise against NYSBOE, its agents and employees therefore for lost profits or any other damages

B.) Procurement Lobbying Termination

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

7.13 NYS Standard Vendor Responsibility Questionnaire

Contractor agrees to fully and accurately complete the NYS Standard Vendor Responsibility Questionnaire, which is attached as part of Appendix B hereto and hereby incorporated by reference and made a part hereof as fully as set forth at length herein (hereinafter the "Questionnaire"). The Contractor acknowledges that the State's execution of any Agreement resulting from this RFP is contingent upon the State's determination that the Contractor is responsible, and that the State will be relying upon the Contractor's responses to the Questionnaire in making that determination. The parties agree that if it is found by the State that the Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OGS may terminate the Agreement resulting from this RFP by providing ten (10) days written notification to the Contractor. In no case shall the State's termination hereunder be deemed a breach of the Agreement resulting from this RFP, 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 a termination.

7.14 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 the Contract, 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.

7.15 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.

7.16 Attachments, Appendices and Exhibits

The Proposer's attention is directed to the attachments, appendices and exhibit documents attached hereto and hereby incorporated by reference and made part hereto as fully as if it were set forth at length herein. They are part of this solicitation and will be part of the subsequent contract. The proposer is responsible for adhering to all requirements of the appendices and exhibits.

7.17 Extent of Services

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

8. Attachments and Appendices

Attachment A: Requirements Compliance Matrix

ID	Asset Management System Requirements	Priority	Proposer Compliance (0, 1, 2)	Proposer Comments
1	1 General System Requirements			
2	The asset management system shall be customizable (i.e., provide the ability to make configuration changes, add / delete / modify fields and screens, etc., without changes to the program code) by the vendor and the New York State Board of Elections (NYSBOE) authorized users.	Mandatory		
3	The asset management system shall be accessible from Windows and Mac compatible computers utilizing current or previous current version of Internet Explorer, Safari and Firefox browsers.	Mandatory		
4	The asset management system shall accommodate a minimum of 1000 registered users.	Mandatory		
5	The asset management system shall support up to 275 simultaneous users without negatively impacting system performance that shall include: • 6 registered users from the NYSBOE • at a minimum, 4 registered users from each County Board of Elections (CBOE) (62 counties).	Mandatory		
6	The asset management system shall track a minimum of 250,000 voting systems.	Mandatory		
7	The asset management system shall “time out” the user's session after 30 minutes of inactivity.	Mandatory		
8	The asset management system shall comply with the New York State Office for Technology Web policies and guidelines established at	Desirable		

ID	Asset Management System Requirements	Priority	Proposer Compliance (0, 1, 2)	Proposer Comments
	http://www.oft.state.ny.us/Policy/ecommerceindex.htm .			
9	The asset management system shall be able to attach to a record scanned images, pictures, in multiple file formats (e.g., .doc, .pdf, .xls).	Mandatory		
10	The asset management system shall accept direct input from wired or wireless barcode scanning devices.	Mandatory		
11	The asset management system shall be able to generate and print bar codes at a minimum on the following: • Labels (Asset Tags) • Transport Manifests • Security Seal Tag Reports	Mandatory		
12	The asset management system shall have the capability to use radio frequency identification (RFID) for inventorying/tracking items.	Desirable		
13	The asset management system shall capture dual political party 'signature' for approvals/signoffs.	Mandatory		
14	The asset management system shall be capable of generating device delivery/retrieval receipts.	Mandatory		
15	The asset management system shall be able to import data using the vendor provided data structure.	Mandatory		
16	The asset management system shall allow for importing data in bulk from a variety of industry-standard formats including but not limited to: comma-separated values (CSV), web services, Sybase proxy tables, or XML format.	Mandatory		
17	The asset management system shall be able to export data and information in standard formats (e.g., .pdf, MS Word, Excel, XML, .txt, .csv)	Mandatory		
18	The asset management system shall allow a user to assign a voting system to a location.	Mandatory		
19	The asset management system shall prevent a voting system from being assigned to more than one current location.	Mandatory		

ID	Asset Management System Requirements	Priority	Proposer Compliance (0, 1, 2)	Proposer Comments
20	The asset management system shall allow a user to reassign a voting system to a location.	Mandatory		
21	The asset management system shall provide for adding / modifying / deleting voting system information.	Mandatory		
22	The asset management system shall provide for viewing and printing of voting system information.	Mandatory		
23	The asset management system shall prevent the creation of a new voting system device asset if the voting system device asset is already entered in to the system and provide notification to the user (i.e., duplicate entry).	Mandatory		
24	The asset management system shall allow an authorized user to create, modify and delete user defined fields based upon a defined role.	Mandatory		
25	The asset management system shall provide functionality to enable all incomplete records to be saved, at any stage, for completion at a later time.	Mandatory		
26	The asset management system shall provide non-mandatory user-defined fields for the purposes of entering miscellaneous data into a transaction (e.g., text box for comments).	Mandatory		
27	The asset management system shall provide functionality for authorized users to perform mass updates to create, change, or delete selected fields across multiple records with full transaction logging.	Mandatory		
28	The asset management system shall provide functionality for users to copy previously saved transactions to a new transaction.	Mandatory		
29	The asset management system shall provide an online help with capabilities including, but not limited to: • Frequently Asked Questions (FAQ), • Window level help, • Field level help, • Error message help, • Context sensitive help, • Hypertext help,	Mandatory		

ID	Asset Management System Requirements	Priority	Proposer Compliance (0, 1, 2)	Proposer Comments
	Indexed help.			
30	The asset management system shall provide functionality for users to track voting system testing including but not limited to: - Acceptance - County Receipt - Non-Election Quarter - Pre-Qualification Quarter	Mandatory		
31	The asset management system shall provide the functionality for users to track the voting system's condition including but not limited to: - maintenance - repair - replacement	Mandatory		
32	The asset management system shall allow authorized users to record/input 'static' voting system inventory information (e.g., certification data, polling site location, etc.) for use for pull down menu selection options as defined by the New York State Board of Elections (NYSBOE).	Mandatory		
33	The asset management system shall allow authorized users to record/input voting system financial information.	Mandatory		
34	The asset management system shall allow authorized users to record/input voting system certification information.	Mandatory		
35	The asset management system shall allow authorized users to enter a new Master, County, and/or applicable change in serial numbers when new voting system information is entered.	Mandatory		
36	2 User Interface			
37	The asset management system shall be compliant with the World Wide Web Consortium (W3C)'s "W3C Recommendations" which can be found at http://www.w3.org/TR/ regarding the development of web-based applications.	Desirable		
38	The system shall be capable of incorporating pull-down selection menus, as well as, multiple manual line inputs (names for 'sign off', etc.) in data fields and/or	Mandatory		

ID	Asset Management System Requirements	Priority	Proposer Compliance (0, 1, 2)	Proposer Comments
	screens.			
39	3 Data			
40	The asset management system shall capture/log for each record the following: • Time and date created • Time and date updated • Last updated by (user)	Mandatory		
41	The asset management system shall assign the current date as a default in date fields, and shall allow dates to be changed.	Mandatory		
42	All dates in the asset management system shall carry full four digits for the year.	Mandatory		
43	3.1 Data Retention	Mandatory		
44	The asset management system shall allow asset information (including attached documents and photos) to be flagged for archiving or deletion, based on NYSBOE retention schedules.	Mandatory		
45	The asset management system shall be capable of backing up/doing historical archiving of entered data.	Mandatory		
46	The asset management system shall allow authorized users to modify the archive and deletion parameters for all asset information.	Mandatory		
47	On the identified date, the asset management system shall delete or archive asset information.	Desirable		
48	The asset management system shall allow authorized users to restore archived asset information.	Mandatory		
49	4 Searches and Reports			
50	4.1 Searches			
51	The asset management system shall provide the ability to search on any data stored in the system.	Mandatory		

ID	Asset Management System Requirements	Priority	Proposer Compliance (0, 1, 2)	Proposer Comments
52	The asset management system shall enable authorized users to perform searches including but not limited to: • serial number • 'wild cards' • date range • Boolean "AND"; "OR"	Mandatory		
53	When more than one asset matches the search criteria, the asset management system shall display a list of all of the matching assets, including key information about each, and allow the user to select and view information about an individual asset.	Mandatory		
54	4.2 Reports			
55	The asset management system shall have report generation capacity based on any defined data fields, including but not limited to reports generated by: • Date • County • Election district • Serial number • Maintenance/Repairs • Pre-Qualification Tests • Polling Place	Mandatory		
56	The asset management system shall provide field and summary report generation.	Mandatory		
57	The asset management system shall allow authorized users the capability to create, modify and save custom reports and queries to a specified location.	Mandatory		
58	The asset management system shall enable producing reports in user-selectable electronic formats including the following, as a minimum: 1) Hypertext Markup Language (.html), 2) Microsoft Excel (.xls), 3) Adobe Acrobat Portable Document Format (.pdf),	Mandatory		

ID	Asset Management System Requirements	Priority	Proposer Compliance (0, 1, 2)	Proposer Comments
	4) Microsoft Word (.doc), and 5) Rich Text Format (.rtf).			
59	The asset management system shall allow authorized users to select from a list of available report templates and enter report criteria prior to generating the report.	Mandatory		
60	The asset management system shall allow authorized users to develop new reports and save them as predefined report templates.	Mandatory		
61	The asset management system shall allow authorized users to modify the predefined report templates.	Mandatory		
62	The asset management system shall allow authorized users to view reports before saving or printing them.	Mandatory		
63	The asset management system shall allow including the name of the report, the date generated, and the page number on each page of a report.	Mandatory		
64	The asset management system shall allow an authorized user to forward a report via e-mail.	Mandatory		
65	The asset management system shall allow an authorized user to select report-generation intervals/ranges for pre-defined reports.	Desirable		
66	The asset management system shall automatically generate reports on a scheduled (daily, weekly, monthly, quarterly, yearly) basis.	Desirable		
67	The asset management system shall deliver reports electronically to designated users.	Desirable		
68	The asset management system shall have the capability to generate a report log to display and/or print the following data field activity: • Time and date created • Time and date updated • Last updated by • Changes made.	Mandatory		

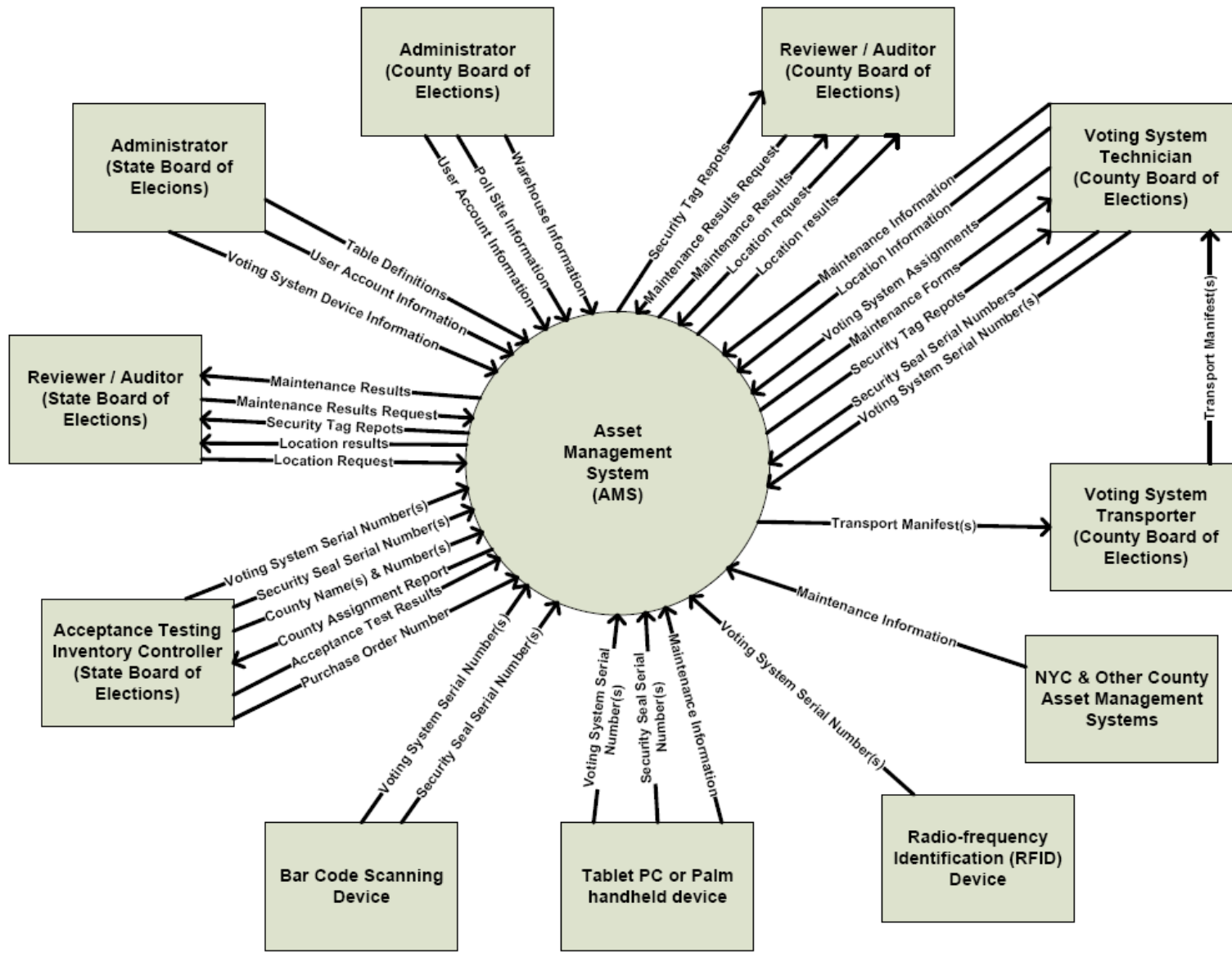
ID	Asset Management System Requirements	Priority	Proposer Compliance (0, 1, 2)	Proposer Comments
69	5 Information Security			
70	5.1 User Access			
71	The asset management system shall record/log (for display or printing) the user name, IP address, date and time of access to any entry within the system. (Access to records includes creating, viewing, adding, modifying and deleting record contents.)	Mandatory		
72	The asset management system shall enable assigning a unique name and/or number for identifying and tracking user identity.	Mandatory		
73	The asset management system shall record successful and unsuccessful login attempts.	Mandatory		
74	The asset management system access logs shall include the IP address, user account and timestamp of each attempted login.	Mandatory		
75	The asset management system shall restrict the user to a single login at any point in time.	Mandatory		
76	5.2 Passwords			
77	The asset management system shall enforce the policy that passwords cannot be the same as the User-ID.	Mandatory		
78	The asset management system shall enable authorized users to establish minimum password length and complexity.	Mandatory		
79	The asset management system shall enable authorized users to define a maximum password age.	Mandatory		
80	The asset management system shall enable authorized users to define a password reuse history limit.	Mandatory		
81	The asset management system shall enforce the defined minimum password length and complexity, maximum password age, and password reuse history limit.	Mandatory		
82	The asset management system shall lock out a user account after a defined	Mandatory		

ID	Asset Management System Requirements	Priority	Proposer Compliance (0, 1, 2)	Proposer Comments
	number of invalid login attempts.			
83	The asset management system shall enable authorized users to reset user accounts that have been locked out due to invalid login attempts, and maximum password age.	Mandatory		
84	The asset management system shall include password protected administration functions.	Mandatory		
85	5.3 Role-based Security			
86	The asset management system shall have the capability for role-based access based upon the following roles (at a minimum): • by CBOE technician • by NYSBOE Administration • by CBOE Administration • by NYSBOE system administrator.	Mandatory		
87	The asset management system shall control and validate a person's access to system resources based on his/her role or function.	Mandatory		
88	The asset management system shall enable authorized users to assign an individual to multiple roles.	Mandatory		
89	The asset management system shall enable authorized users to assign multiple individuals to a role.	Mandatory		
90	The asset management system shall enable restricting access to selected features by user identity and/or user role.	Mandatory		

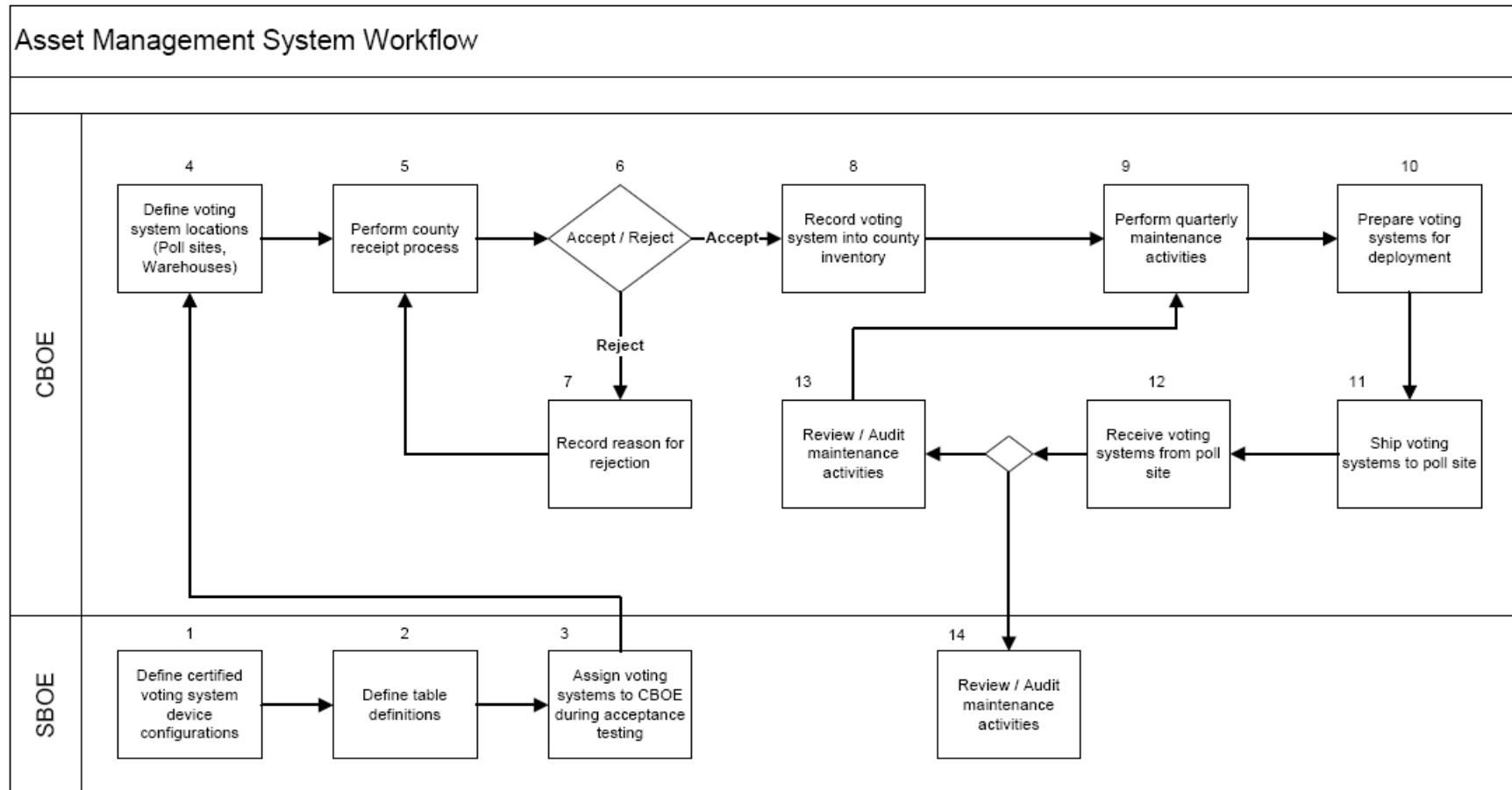
Attachment B: Reference Form

ITEM	PROPOSER RESPONSE
PROPOSER NAME:	
CLIENT FOR WHOM SERVICES WERE PERFORMED:	
CONTACT NAME:	
PHONE NUMBER:	
E-MAIL:	
NATURE OF CLIENT'S BUSINESS:	
DATES DURING WHICH SERVICES WERE PROVIDED TO CLIENT:	
APPROXIMATE # OF END USERS USING THE SYSTEM:	
COMPLEXITY OF CLIENT'S BUSINESS (REVENUES, NUMBER OF LOCATIONS ETC.)?	
WAS THE PROPOSER THE PRIMARY CONTRACTOR OR A SUB-CONTRACTOR FOR THIS ENGAGEMENT?	
STAFF PROPOSED TO WORK ON BOE'S PROJECT THAT WORKED FOR THIS CLIENT:	

Attachment C: Asset Management System Context Diagram



Attachment D: Asset Management Workflow



Workflow Narrative

ID	Activity
1	Define certified voting systems device configurations The certified voting system device configuration information will be used as the base for the asset description. This information will be used by each County Board of Elections (CBOE) to audit their inventory to assure that all components are accounted for. This information will need to be editable in case a CBOE purchases additional components of the device configuration (i.e. additional Sip & Puff device).
2	Define table definitions The asset management system shall be table driven (i.e. drop down / pick lists) which will enable the New York State Board of Elections (NYSBOE) the ability to add, modify and delete choices as appropriate. • System administration • User roles • Maintenance items for tracking
3	Assign voting systems to CBOEs during acceptance testing The asset management system shall allow the NYSBOE to assign voting systems to CBOEs during the acceptance testing process. Information entered by NYSBOE includes: • Serial Number(s) • Purchase Order Number • Security Seal Information • Shipping location
4	Define voting system locations The asset management system shall allow each CBOE to define voting system locations that will be assigned to each voting system upon completion of the county receipt process. The poll site and warehouse location assignments are for the life of the voting system. The current location specifies where the voting system is presently located. • Poll site locations (static) • Warehouse location (static) • Current location (drop down box) - o Poll site

	- o Warehouse - o Vendor - o School – if selected, a text box will activate to specify exact location - o Village – if selected, a text box to specify exact location - o Other – if selected, a text box to specify exact location
5	Perform county receipt process The asset management system shall provide the ability to easily identify if county receipt activities are complete. • The CBOE will inventory each voting system when delivered to the CBOE warehouse. The CBOE will determine if this system is complete / incomplete and record the result. • The CBOE will inspect each voting system when delivered to the CBOE warehouse. The CBOE will determine if the system passes / fails the inspection and record the result. • The CBOE will conduct a functional verification on each voting system delivered to the warehouse. The CBOE will determine if the voting system passes / fails the functional verification and record the result.
6	Decision Point: Accept / Reject • CBOE will either accept the voting system into their inventory or reject the voting system.
7	Record reason for rejection The asset management system shall provide the ability for CBOEs to track exceptions in the county receipt process (i.e. log). • CBOE will record the reason for rejection • If the voting system is incomplete, the asset management system shall provide the ability to track the exceptions. • If the voting system fails the inspection, the asset management system shall provide the ability to track the exceptions. • If the voting system fails the functional verification, the asset management system shall provide the ability to track the exceptions.
8	Record into county inventory Asset management system shall allow the CBOE to transfer the asset from the vendor and log the voting system (change status) into the county inventory. Define statuses

	• CBOE will record the voting system • Assign storage location • Assign poll site location
9	Perform quarterly maintenance activities The asset management system shall allow the CBOEs the ability to track maintenance activities based on NYS 6210. Voting system maintenance occurs during the following quarters: • January 15 – April 15 • April 16 – July 15 • July 16 – September 15 • September 16 – November 15 Common activities performed and tracked are: Non-Election Quarter • Security Seal Verification • Inventory • Inspection • Firmware Verification • Functional Verification - o Standard – generate test deck log • Prepare for storage • Track problems/issues resulting from quarterly testing Pre-Qualification (Election Quarter) • Security Seal Verification • Inventory • Inspection • Firmware Verification • Functional Verification - o Perform Pre-Qualification testing - o Standard – generate test deck log - o Comprehensive – generate test deck log - o Dual Party Signoff • Prepare for shipment • Track problems/issues resulting from quarterly testing
10	Prepare voting systems for deployment The asset management system shall allow the county the ability to track pre-election activities. • Verify security seal information

	• Verify assignment of polling location • Create Transport Manifest • Create Security Seal Reports
11	Ship voting systems to poll site The asset management system shall allow the county the ability to track the delivery of the voting system to the poll site. The CBOE transporter will use the transport manifest generated from the Asset Management System to deliver the voting systems to the correct poll site. Transport Manifest: • County • Town/City/AD • Poll Site • Seal/Tag Numbers • Election District • Voting Machine ID
12	Receive voting systems from poll site The asset management system shall allow the county the ability to track post-election activities. • Inventory • Inspection • Verify security seals • Change location status
13	Review / Audit maintenance activities The asset management system shall allow the CBOE to review maintenance activities. • Inventory • Inspection
14	Review / Audit maintenance activities The asset management system shall allow the NYSBOE to review CBOE maintenance activities. • Inventory • Inspection

Attachment E: Example Asset Management System Data Fields

ID	Example Asset Management System Data Fields
1	Device
2	The asset management system shall provide for the entry, editing and storing of voting system device information. Voting system device information includes: • Manufacturer/vendor • Device Name (part or system) • Model Number • Hardware version number(s) • Software version number(s) • Firmware version number(s) • Hash code approved value(s) • Serial Number(s) • Description • Type of use
3	Financial
4	The asset management system shall provide for the entry, editing and storing of voting system financial information. Voting system financial information includes: • Purchase Order Number • Cost Percentage of Federal Money used for purchase • Cost • Purchase order fields (file input/scanned image) • County ordered by • Date ordered • Date received • Vendor contact information
5	Certification Information
6	The asset management system shall provide for the entry, editing and storing of voting system certification information. Voting system certification information includes: • Hardware version number(s) • Software version number(s) • Firmware version number(s) • Hash code value(s)
7	Asset Tracking
8	The asset management system shall provide for the entry, editing and storing of asset tracking information. Voting system asset tracking information includes but is not limited to: • Device location (needs to be specific as possible)

ID	Example Asset Management System Data Fields
	• Task assignments (what is done by assigned staff in the storage/security area) • Staff assignments (who is responsible for these assigned tasks in the storage/security area) • Access - Time in (any access by individual is recorded) • Access - Time out (any access by individual is recorded) • Device related chain of custody (voting system, memory device, programming device, system components) • Date of election • County • Poll site (voting site device location) • Address (poll site) • Election district (ED) used • Assembly district (AD) used • Election event (General; Primary; Special; School District; Other) • Transportation company • Contact name • Contact number • Delivery date from storage • Delivered by • Device/items delivered • Name (part or system) • Manufacturer/Vendor Model number • Serial number (Manufacturer/Vendor) • Tracking number (S/CBOE, etc.) • Description (must also identify here if part of a larger system, and languages stated) • Received/accepted at voting site location by • Inspection for damage - voting site location (issues should automatically trigger device repair ticket & acceptance/maintenance) • Inspected for damage by • Setup/configuration date • Setup/configuration by • Polling place supervisor (as a record for site delivery) • Voting system operational issue/problem/resolution (on/during election) • Return to storage date • Return to storage authorized by • Location • Opening Polls / Closing Polls • Master Serial Number • County Serial Number • Shipped Date • Receive Location • Received Date • Received By
9	Asset Testing
10	The asset management system shall provide for the entry, editing and storing voting system testing information. Voting system testing information includes but is not limited to: • Test type (Acceptance; Non Election Quarter; Pre-Qualification Quarter) • Test level (Standard; Comprehensive)

ID	Example Asset Management System Data Fields
	• Test description • Test deck Log • Date of test • Name/Test performed by (accommodate for more than one person) • Role (Performed Test; Recorded Results) • System Make • System Model • System Serial Number • Protective Counter Start • Protective Counter Finish • Test Result (Pass; Fail) • Testing issues • Test location • Software hash check • Verification of seals • Hash Code Result • Test approved by (accommodate for more than one person) • Inaccurate test results • Cause of inaccurate test results • Corrective action to fix test results • Results of errorless counts
11	Maintenance
12	The asset management system shall provide for the entry, editing and storing of voting system maintenance information. Voting system maintenance information includes but is not limited to: • Condition • Maintenance type (vendor-prescribed maintenance/diagnostic; unforeseen maintenance/repair) • Maintenance work order number • Maintenance description • Maintenance required date • Maintenance start date • Maintenance completion date • Maintenance location • Maintenance work performed • Parts used (identify all parts) • Cause of problem • Maintenance performed by (accommodate for more than one person) • Maintenance approved by • Received date (from voting or storage site location) • Delivered by (from voting or storage site location) • Received at storage facility by • Inspection for damage (from voting or storage location) • Inspected for damage by • Use status (Available for use, Needs repair, Being repaired, Replaced) • In/return to service date • In/return to service reason • In/return to service by

ID	Example Asset Management System Data Fields
	• Out of service date • Out of service reason • Out of service by • Disposed of date • Disposed of by • Sale/salvage price • Results of comparison of software (SHS – Hash Check) • Results of re-calibration of equipment • Maintenance log (file/form input)

Attachment F: Certified Voting System Device Configuration

The certified voting system device configuration information will be used as the base for the asset description. This information will be used by each County Board of Elections (CBOE) to audit their inventory to assure that all components are accounted for upcoming elections. This information will need to be editable incase a CBOE purchases additional components of the device configuration (i.e. additional Sip & Puff device).

Dominion ImageCast Precinct Scanner

Configuration 1	
Quantity	Component
1	ICP (optical scanner)
1	Ballot Box
4	Ballot Box Compartment Keys
2	Security Keys (iButtons)
2	Compact Flash (CF) Cards

Configuration 2	
Quantity	Component
1	ICP (optical scanner)
1	Ballot Box
1	BMD Printer
1	BMD Monitor
1	ATI
1	ATI Connector Cable
1	Sip & Puff
4	Ballot Box Compartment Keys
2	Security Keys (iButtons)
2	Compact Flash (CF) Cards
1	Set of Headphones
1	Paddles

ES&S DS200 Scanner

Configuration 1	
Quantity	Component
1	DS200 Optical Scanner
1	Ballot Box
1	Set of DS200 Scanner Keys (ballot box & round keys)
1	Power Cord
2	USB Flash Drives
1	Cart

ES&S AutoMARK Ballot Marking Device (BMD)

Configuration 1	
Quantity	Component
1	BMD Unit
2	Compact Flash Door Keys
2	AutoMARK Operation Keys
1	Sip & Puff
1	Set of Headphones
1	Power Cord
1	Paddles

Each voting system device configuration will also contain the following information:

- Manufacturer/vendor
- Device Name (part or system)
- Model Number
- Hardware version number(s)
- Software version number(s)
- Firmware version number(s)
- Hash code approved value(s)
- Description
- Type of use

Voting System Security Seals

The asset management system shall provide for the entry, editing and storing of voting system security seal information. Security seal information includes location and serial numbers for the certified voting system device configurations.

Security Seal Serial Numbers
DS200 Optical Scanner
DS200 optical scanner security seal information includes location and serial numbers for the following: • Security Seal Location #1 - LCD Lid • Security Seal Location #2 - USB / Printer Compartment • Security Seal Location #3 - USB Compartment Top • Security Seal Location #4 - USB Port Back
DS200 Plastic Ballot Box
DS200 plastic box security seal information includes location and serial numbers for the following:

- Security Seal Location #1 - Ballot Box Door
- Security Seal Location #2 - Emergency Ballot Box Door
- Security Seal Location #3 - External Top Lid
- Security Seal Location #4A - Side Seal #1
- Security Seal Location #4B - Side Seal #2
- Security Seal Location #5 - Hinged Access Door

DS200 Steel Ballot Box

DS200 steel box security seal information includes location and serial numbers for the following:

- Security Seal Location #1 - Ballot Box Door #1
- Security Seal Location #2 - Ballot Box Door #2
- Security Seal Location #3 - Emergency Ballot Box Door
- Security Seal Location #4 - Hinged Access Door

AutoMark BMD

AutoMARK BMD security seal information includes location and serial numbers for the following:

- Security Seal Location #1 - Compact Flash (CF) Card Door
- Security Seal Location #2 - Printer Compartment - USB Port

ImageCast

ImageCast security seal information includes location and serial numbers for the following:

- Security Seal Location #1 - Metal Cover
- Security Seal Location #2 - Ballot Box
- Security Seal Location #3 - ATI Port
- Security Seal Location #4A - CF Card Door #1
- Security Seal Location #4B - CF Card Door #2
- Security Seal Location #5A - Ballot Box Shield Gap
- Security Seal Location #5B - Ballot Box Shield Gap
- Security Seal Location #6 - BMD Printer CF Card
- Security Seal Location #7 - Thermal Printer

Attachment G: Enhanced Technical Support Requirements

The Consultant shall provide enhanced help desk services to support NYSBOE and CBOE during the following peak timeframes:

- For the period of Pre-Election day 30 up to Pre-Election Day 15, the Contractor shall provide phone support which shall be available on each of said days, from 7:00 am to 10:00 pm, Eastern Time.
- For the period of Pre-Election day 15 to Pre-Election Day 1, telephone support shall be provided 24 hours a day, seven days a week.
- For the period including Election Day minus 1, Election Day and Election Day plus 1, telephone support must be available during this entire 72-hour period.
- For the post election period, which is defined as Election Day plus 1 through Election Day plus 15, phone support shall be provided by the Contractor, on each of said days, between the hours of 7:00 am until 10:00 pm, EST.
- For non-critical periods, except during the conduct of quarterly maintenance processes, phone support shall be made available by the Contractor, on each business day, between the hours of 8:00 am and 6:00 pm Eastern Time.

Attachment H: Hosting Services Agreement

1. **Overview of Hosting Services Agreement**

1.1 General. This Hosting Services Agreement (HSA) provides the terms and conditions on which Vendor will provide the hosting services, support functions and other responsibilities described in this HSA, the Attachments attached to this HSA, and the Work Orders to be performed by Vendor for NYSBOE (collectively, the "**Hosting Services**").

1.2 Attachments and Work Order #1. Vendor shall comply with and deliver the Hosting Services in accordance with the following Attachments and **Work Order #1 to HSA:**

- (a) **HSA Attachment 1** – Operating Environment and Application Service Provider (ASP) Standards;
- (b) **HSA Attachment 2** – Service Level Agreements (SLA) and SLA Credits;
- (c) **HSA Attachment 3** – Responsibility Matrix;
- (d) **HSA Attachment 4** – Hosting Services Fees and Variable Charges; and
- (e) **Work Order #1** – For Initial Hosting Services.

1.3 Future Work Orders. Future or additional Hosting Services and other Services will be authorized by the issuance of a work order in a format that is mutually agreed between the parties that provides the information set forth in **Section 2.1.2** below, and signed by an authorized representative of both parties (a "**Work Order**" or "**Statement of Work**", as applicable).

2. **Services**

2.1 Work Orders.

2.1.1 Each Work Order or Statement of Work executed under the Agreement will be a part of the Agreement as if fully included within its body. In the event of any conflict between the body of the Agreement and any Work Order or Statement of Work, the terms and conditions of the Agreement shall prevail and govern.

2.1.2 Unless otherwise agreed by the parties, each Work Order or Statement of Work will include: (a) a description of the Hosting Services and other Services to be performed by Vendor thereunder; (b) NYSBOE's responsibilities relating to Vendor's performance of the Hosting Services and other Services thereunder; (c) a list of significant tasks to be completed, including, without limitation, applicable commencement and completion dates; (d) a listing of any deliverable, associated documentation, materials and other items that Vendor will deliver to NYSBOE thereunder ("**Work Product**"), including, without limitation, any applicable delivery dates and any specifications, templates and/or formats to which the Work Product is required to materially conform; (e) a listing of any data or other information to be submitted by NYSBOE to Vendor, including any applicable submission dates and any instructions, specifications, templates and/or formats governing the submission of such data or other information; (f) method of compensation to Vendor (e.g., time and materials, fixed price or otherwise) and other appropriate pricing terms; (g) a manager for each party who is authorized to give or obtain all information, decisions and approvals of such party relating to such Work Order (the "**Work Order Manager**"); and (h) any other information or provisions the parties agree to include.

2.2 Performance of the Services.

2.2.1 Vendor shall supply and deliver the Work Product and perform the Hosting Services and other Services specified in the Work Order(s) or Statement of Work in accordance with the terms of the Agreement.

2.2.2 Vendor shall provide the Hosting Services and other Services through the dedicated and non-dedicated services of Vendor's full time and part time personnel (the "**Vendor Personnel**"), as specified in the Work Order or Statement of Work. Vendor Personnel will be qualified and capable of performing the tasks assigned to them, and Vendor shall not reassign the project manager, functional lead, technical lead and training lead (collectively, the "**Key Personnel**") provided as part of the implementation Services for as long as the Hosting Services have not achieved System Acceptance. If any of Vendor Personnel become unavailable at any time during the performance of the Hosting Services and other Services, or if NYSBOE requests the replacement of any personnel assigned by Vendor, Vendor shall promptly provide substitute personnel, reasonably acceptable to NYSBOE, who possess similar experience and qualifications. NYSBOE shall have the right to approve any personnel (including all Key Personnel) assigned to provide Hosting Services and other Services to NYSBOE. At its expense, Vendor shall facilitate in-person interviews of Vendor personnel at a NYSBOE location as part of the selection and approval process.

2.2.3 While working on NYSBOE's premises (if applicable), Vendor Personnel will comply with NYSBOE's security and other policies particular to each work location as to which NYSBOE has notified Vendor in advance. Unless otherwise agreed to by the parties, Vendor Personnel will observe the working hours, working rules, and holiday schedules of NYSBOE while working on NYSBOE's premises.

2.2.4 Either party may, through its Work Order Manager, propose changes to the scope of Hosting Services and other Services provided by Vendor under any particular Work Order or Statement of Work. Vendor will analyze each such request and provide a written report to NYSBOE on its feasibility and the effect, if any, that such change will have on the cost of performing the Services and schedule for completing the Hosting Services and other Services. Proposed changes shall be effected through written change orders, which shall constitute amendments to the Agreement, and the applicable Work Order ("**Change Orders**").

2.2.5 Prior to the commencement of any Hosting Services and other Services, the parties shall agree in writing on objective criteria for each Service and/or Work Product (such criteria shall be referred to herein as "**Specifications**").

2.3 Software. Vendor shall install all Software required to perform the Hosting Services, all of which software is owned or licensed by Vendor, excepting the Asset Management System (AMS) software and database software, and all of which shall be listed in the Work Order. Upon expiration or termination of the Agreement, NYSBOE shall have no further rights or licenses to use the Software.

2.4 Hardware.

2.4.1 Hardware at Vendor's Site. Vendor shall provide, install, repair and maintain, at its sole expense, all hardware required to be provided by Vendor to perform the Hosting Services ("**Vendor-Provided Hardware**"). All Vendor-Provided Hardware shall remain the personal property of Vendor, and Vendor shall have the sole responsibility for the maintenance and repair of such Vendor-Provided Hardware.

2.4.2 Hardware at NYSBOE's Site (If Applicable). NYSBOE shall: (a) provide the environment specified in the Work Order or Statement of Work for the operation of any Vendor-Provided Hardware at a NYSBOE location and take reasonable precautions to protect such Vendor-Provided Hardware, provided that NYSBOE shall have no responsibility for normal wear and tear on such Vendor-Provided Hardware, and Vendor shall be responsible for the maintenance of such Vendor-Provided Hardware; and (b) pay for any repairs to or replacements of such Vendor-Provided Hardware caused solely by NYSBOE's negligence. At any time during the Term, upon reasonable advance notice to

NYSBOE, Vendor shall have limited access to the NYSBOE locations for the sole purpose of allowing a Vendor representative to maintain such Vendor-Provided Hardware; provided, that a representative of NYSBOE may accompany Vendor's representative and be present at all times during the performance of any such maintenance. Upon the expiration or termination of the Agreement, upon reasonable advance notice to NYSBOE and during normal business hours, Vendor shall be permitted to enter the NYSBOE locations and remove the Vendor-Provided Hardware. Vendor shall reimburse NYSBOE for any damages caused to NYSBOE's facilities during the installation and removal of the Vendor-Provided Hardware.

2.5 Third Party Support; Upgrades. For Third Party hardware upgrades, Vendor shall ensure that all hardware components are supportable releases and shall generally maintain currency with the manufacturer's release levels.

2.6 System Maintenance. The parties shall agree to regular scheduled downtime to allow Vendor to perform routine maintenance of the System, and for any exceptions to the regular scheduled downtime, shall require NYSBOE's prior consent.

2.7 Disaster Recovery. Vendor shall provide Disaster Recovery Service options as outlined in **HSA Attachment 1**.

2.8 Transfer Assistance.

(a) If the Agreement is terminated, regardless of the reason for such termination, or upon the expiration of the Agreement, at NYSBOE's request: (i) Vendor shall continue to provide Hosting Services to NYSBOE for the time specified by NYSBOE up to a maximum period of twelve (12) months; and (ii) Vendor shall provide Transfer Assistance Services to (for a period not to exceed twelve (12) months or such longer period as the parties may agree), NYSBOE to assist with the orderly transition of the Hosting Services provided by Vendor under the Agreement to another service provider or to NYSBOE itself as provided for in **subsection (b) and (c)** below. "**Transfer Assistance Services**" means services commencing on the effective date of termination to migrate the Services to another service provider or to NYSBOE itself upon the termination or expiration of the Agreement. Transfer Assistance Services shall include Vendor providing: (iii) NYSBOE assistance in obtaining any Third Party services that Vendor may have used in connection with the performance of the Hosting Services; (iv) data files in an industry-standard format specified by NYSBOE; and (v) such other services and assistance as may be agreed to by the parties. NYSBOE will continue to pay to Vendor then current Hosting Services fees during the transfer assistance period.

(b) In connection with the Transfer Assistance Services:

(i) Vendor shall provide a turnover/transition plan to be approved by NYSBOE, and, once approved, shall be followed by the parties; and

(ii) Vendor, with NYSBOE's cooperation, will facilitate transfer and transition of Third Party licenses and contracts to NYSBOE necessary for NYSBOE to continue operations after termination or expiration. NYSBOE will not be responsible for any transfer fees relating to the Application Software or fees related to extracting and providing a copy of NYSBOE's data. NYSBOE shall be responsible for other related fees and costs, provided that Vendor will make reasonable efforts to negotiate any such transfer or access fees in advance so as to minimize costs on termination/expiration.

(c) If the Agreement is terminated by NYSBOE upon a Vendor Event of Default, Vendor shall provide Transfer Assistance Services at its expense.

2.9 Security. Vendor represents and warrants that it currently complies with and will continue to comply with during the Term the standards and requirements of the Agreement, **HSA Attachment 1**, and such other commercially standard security processes and procedures as appropriate for the data being

processed, stored, maintained and managed by Vendor in its data center. In addition to the above: (a) access by Vendor personnel to the Application Software will be limited to those personnel providing Hosting Services or Support Services; (b) access to operating systems, network applications and/or data by Vendor and its authorized subcontractors shall be through Vendor-assigned individual user IDs, and individual user IDs issued to Vendor personnel shall not be shared; (c) Vendor shall install security patches for the Application Software, operating system, database, supporting utility code and all other Software promptly after the release of such patches. Antivirus protection will be maintained at up to date levels at all times on all Microsoft Windows-based servers used in the data center to deliver Hosting Services.

2.10 Support Services for Application Software. The terms and conditions of this **Section 2.10** shall be deemed to supplement Vendor's standard support and maintenance services for the Application Software. In resolving any inconsistencies relating to the terms and conditions of this **Section 2.10** and Vendor's standard support and maintenance services, the terms and conditions of this Section shall control and take precedence over Vendor's standard support and maintenance services.

(a) Scope of Service. Vendor shall provide the following support Services ("**Support Services**") to NYSBOE as part of the Hosting Services and at no additional charge.

(b) Enhancements and New Features. Vendor will provide to NYSBOE all Enhancements, and shall implement such Enhancements at such time as the first twenty percent (20%) of Vendor's customers receive such Enhancements; provided, however, that NYSBOE, at its sole discretion, shall have the right to remain on the most recent release of the Application Software or either of the two (2) releases immediately preceding the most recent release of the Application Software. All Services required to install an Enhancement shall be scheduled with NYSBOE in advance in accordance with NYSBOE's change control policies and procedures.

(c) Obligation to Generally Improve the Application Software. Vendor shall generally enhance and improve the features and functionality of the Application Software to extend the capabilities, functionality and features of such Application Software in order to ensure that such Application Software remains functionally rich and competitive with similar products that are then available in the marketplace. If Vendor discontinues improving and enhancing such Application Software as required in the preceding sentence, then Vendor promptly shall provide to NYSBOE and implement, at no cost or expense to NYSBOE, a product that is substantially equivalent to the affected Application Software in terms of functionality and performance capabilities and reasonably acceptable to NYSBOE.

(d) Obsolescence Protection. Without limiting Vendor's obligation to provide Enhancements to NYSBOE as provided in subsection (d) above, if during the Term there is an End of Life Event, then Vendor shall provide, implement, convert data and interfaces, and train and educate NYSBOE and its Authorized Users in the case of the Successor Product, NYSBOE with the Successor Product at no additional cost to NYSBOE.

(e) Reductions in Functionality. If Vendor removes, limits or disables through an Enhancement any feature or functionality that is then being used by NYSBOE and that existed prior to such Enhancement, then at NYSBOE's request and at no cost or expense to NYSBOE, Vendor shall permit NYSBOE to stay on the release of the Application Software that includes such additional functionality and continue to provide Support Services for such prior release of the Application Software until the date on which Vendor provides an Enhancement to the Application Software that includes replacement functionality.

(f) Resolution of Defects.

(i) Defect Levels. NYSBOE shall classify, or reclassify, as applicable, all Defects, and Vendor shall honor such classifications for purposes of responding to such Defects. In the event the parties disagree on the classification of any Defect, such dispute promptly shall be escalated for resolution in accordance with the dispute resolution procedures of the Agreement.

(ii) Reporting of Defects. Reports of Defects (an "**Incident Report**") will be made through Vendor's Customer Support Center via telephone, fax or e-mail at numbers to be supplied by Vendor. Vendor has Customer Support Center coverage twenty-four (24) hours per day, seven (7) days per week, as follows:

(A) Customer Support Center Peak Coverage Hours: 8:00 a.m. to 5:00 p.m., Eastern time, Monday through Friday, excluding New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day, or the days on which Vendor observes any of these holidays. Calls of a non-emergency nature (anything other than a Level 1 - Critical Defect or a Level 2 - Medium Defect) should be reserved to peak coverage hours. During peak coverage hours, a Vendor Support Analyst will respond to the Incident Report. Incident Reports of Level 1 Defects and Level 2 Defects should be made by telephone during peak coverage hours to facilitate a timely response.

(B) Customer Support Center On-Call Coverage Hours: During on-call coverage hours, an on-call support person will contact NYSBOE within the time periods set forth below after NYSBOE's report of a Defect. Incident Reports of Level 1 Defects and Level 2 Defects should be made by pager number during on-call coverage hours to facilitate a timely response.

The Vendor Customer Support Center will log the reported Defect and provide NYSBOE with an incident tracking number to refer to when making follow-up inquiries. The Incident Report shall contain, to the extent known, applicable and/or possible: (i) the name of the Application Software, the version (for specifications) or release number; (ii) the name/type of affected equipment; (iii) NYSBOE contact name, e-mail address if available, telephone number and fax number; and (iv) the nature of the Defect, a description of the Defect and NYSBOE's classification of the Defect. NYSBOE will exercise commercially reasonable efforts to limit Incident Reports concerning Low Defects to regular business coverage times. If NYSBOE makes a call to the Customer Support Center during on-call coverage hours, the NYSBOE personnel shall remain available to receive a reply from Vendor support personnel. NYSBOE will provide Vendor with as much information and access to systems as possible to enable Vendor to investigate and attempt to identify and verify the reported maintenance issue. NYSBOE will work with Vendor support personnel during the problem isolation process, as reasonably needed. NYSBOE will notify Vendor of any configuration changes, such as network installation/expansion, upgrades, relocations, etc.

(iii) Response Procedures. Based upon the reported Defect's severity level, Vendor shall correct such Defect in accordance with the procedures set forth in this Section. For purposes of this Section:

"Initial Response" means a telephone call (required for all Level 1 Defects) or email from Vendor acknowledging that an Incident Report has been received and that appropriate technical personnel have been assigned to work on the Defect.

"Defect Analysis" means a fax, e-mail or telephone call from Vendor providing details on what Vendor has learned about the Defect to date and Vendor's initial analysis of and action plan for resolving the reported Defect.

"Interim Resolution" means Vendor: (a) restarts the Hosting Services, if the reported Defect caused the Hosting Services to be inoperative; (b) enables NYSBOE to access the Hosting Services, if the reported Defect caused NYSBOE to be unable to access the Hosting Services; or (c) provides NYSBOE with a workaround that solves or mitigates a reported Defect, which workaround must be acceptable to NYSBOE and only involve minimal NYSBOE inconvenience.

"Final Resolution" means Vendor provides a correction or modification of the Hosting Services that corrects the Defect.

(A) Level 1 Defect. Vendor shall: (i) provide an Initial Response for a Level 1 Defect within fifteen (15) minutes; (ii) provide a Defect Analysis for a Level 1 Defect within one (1) hour of receipt of an Incident Report; (iii) provide an Interim Resolution for a Level 1 Defect as soon as possible, using continuous efforts, twenty-four (24) hours a day, seven (7) days a week, and provide progress reports every two (2) hours; and (iv) use best efforts to provide a Final Resolution for a Level 1 Defect within two (2) calendar days after notice thereof.

(B) Level 2 Defect. Vendor shall: (i) provide an Initial Response for a Level 2 Defect within thirty (30) minutes; (ii) provide a Defect Analysis for a Level 2 Defect as soon as possible, but in no event later than four (4) hours of receipt of an Incident Report; (iii) use commercially reasonable efforts to provide an Interim Resolution to a Level 2 Defect within forty eight (48) hours after notice thereof; and (iv) use commercially reasonable efforts to provide a Final Resolution for a Level 2 Defect within four (4) calendar days of notice thereof.

(C) Level 3 Defect. Vendor shall provide an Initial Response to a Level 3 Defect within sixty (60) minutes of receipt of an Incident Report and resolve a Level 3 Defect within ten (10) calendar days of notice thereof.

(iv) Remedies. If Vendor fails to provide Support Services within the time frames set forth in this Schedule, in addition to NYSBOE's other rights, then an equitable reduction in the Hosting Services fees will be taken by NYSBOE for the applicable month. Any such reduction taken by NYSBOE shall be separate and apart from any SLA Credits that may be due and owing to NYSBOE.

HOSTING SERVICES AGREEMENT ATTACHMENT 1

OPERATING ENVIRONMENT AND APPLICATION SERVICE PROVIDERS (ASP) STANDARDS

Application Access – Hosting Services will be available for user access seven days a week, 24 hours per day, 365 days per year, including holidays.

Support Services – See **Section 2.10 of Hosting Services Agreement (HSA)**.

Security – Vendor shall comply with the following requirements:

1. Data Security. Vendor shall keep NYSBOE data secure by maintaining separate database instances for NYSBOE.

2. Server Security.

2.1 Vendor shall ensure that server user accounts are restricted to authorized personnel, and that servers are on a private domain utilized exclusively by Vendor.

2.2 Vendor shall enforce firewall rules to protect servers from external intrusion and shall not allow outside access to any port.

2.3 Vendor shall install anti-virus software on all servers and update signature files on a regular basis.

2.4 Vendor shall limit database server access to DBA console or through the application.

2.5 Vendor shall utilize a network-based intrusion detection system.

2.6 In addition, Vendor shall adhere to all server security measures as specified by NYSBOE.

3. Application Security. Vendor shall adhere to all application security measures.

4. Physical Security. Vendor shall employ physical controls in the server environment, including uninterruptible power supplies, locks, intrusion alarms, fire detection and suppression, and water detection. Vendor shall once in each calendar year test/inspect each physical control employed and certify to NYSBOE in writing the date and result of each test/inspection.

5. **Authentication.** Vendor shall require encrypted username and password stored in the application for user access, and shall provide configuration options to enforce password standards including number of characters and letters, password length, and expiration.

6. **Encryption.** Vendor shall utilize encryption of at least 128-bit SSL (1024 bit key).

7. **Security Patches.** Vendor shall develop and follow a documented policy for applying security patches to database, web, and application servers.

8. **Notification.** Vendor shall notify NYSBOE within one (1) hour of any event resulting in the compromise of any server containing NYSBOE data. Notification shall include incident details and corrective measures being undertaken.

Disaster Recovery Services

1. **Disaster Definition:** A Disaster is an unplanned event that causes a complete loss of access to and use of NYSBOE's Production Environment(s) at the Vendor's primary data center for a period greater than 24 hours, as declared by the Vendor. An outage that impacts a specific sub-set of NYSBOE's users, but does not cause an impact to all NYSBOE users, is not considered a disaster. Some examples of what might cause a disaster are the following:

- Natural disasters, such as fire, flood, earthquake or other natural disaster;
- Complete power outage;
- Complete network outage; and
- Terrorist act affecting Vendor's data center

2. Option for restoration of the production environment within a data center with equal or greater facilities on equipment with equal or greater capacity should include:

Disaster Recovery Service Option	Recovery Time Objective	Recovery Point Objective
1 Day Option	24 Hours	24 Hours

3. Vendor's hot-standby site shall be at least fifty (50) miles away from Vendor's primary site from which the Hosting Services are then provided.

4. Restoration shall include all operating software and NYSBOE and CBOE data.

5. The transition of Hosting Services back to Vendor facilities once those facilities are reconstructed and re-validated.

6. Vendor shall provide to NYSBOE a full and complete copy of its disaster recovery plan(s). Upon the occurrence, and periodically for the duration, of any disaster, Vendor shall provide regular reports and notices to NYSBOE regarding the status of Vendor's response to, and recovery from, the disaster. Vendor shall provide disaster recovery Services as described herein at all times irrespective of whether a Force Majeure Event has occurred, unless the Force Majeure Event prevents the performance of the disaster recovery Services. Vendor shall provide disaster

recovery Services if NYSBOE notifies Vendor that a disaster has occurred.

7. Vendor shall test and update the disaster recovery plan (including plans for data backups, storage management and contingency operations), reserving capacity at alternate site facilities and annually testing network connectivity between such alternate site and the applicable end-user sites. NYSBOE shall have the right to participate fully in any disaster recovery testing conducted by Vendor including being physically present at the facilities of Vendor and/or any Third Parties involved in such testing.
8. If Vendor fails to comply with the disaster recovery time frames set forth in above, without limiting any other rights and remedies that may then be available to NYSBOE, NYSBOE shall be entitled to credits equal to five thousand dollars (\$5,000) per hour in excess of the respective Recovery Time Objective.

Data Backup, Recovery, and Redundancy

1. Backup and Recovery. Vendor shall adhere to all backup and recovery measures as specified by NYSBOE.

1.1 Data Loss. In the event of a loss of data requiring recovery that is of sufficient severity as to render the Hosting Services unusable to NYSBOE, such data loss shall be treated as a Critical Defect, and shall be subject to recovery efforts and reporting requirements specified for such Defects in the Agreement.

1.2 Backup and Recovery Testing. At least once each calendar year Vendor shall test the backup and recovery of NYSBOE data by restoring either a full or partial backup to a test environment. NYSBOE shall confirm the completeness and accuracy of the restored data.

1.3 Backup Media Destruction. Vendor shall periodically replace backup media containing NYSBOE data in accordance with vendor policy and life cycle recommendations of the manufacturer. Backup media removed from service shall be destroyed by Vendor following secure procedures. Vendor shall certify to NYSBOE in writing the date and time of all media destroyed and the destruction method used.

1.4 Redundancy. Vendor shall adhere to all redundancy measures as specified by NYSBOE.

Hosting Services Agreement ATTACHMENT 2

SERVICE LEVEL AGREEMENTS AND SLA CREDITS

If Vendor fails to meet or exceed a SLA for reasons other than an excused performance event (as described below), NYSBOE shall be entitled to receive the applicable amount specified in the applicable SLA below for a SLA failure (a "**SLA Credit**"). Any SLA Credit shall be automatically deducted by Vendor from the next succeeding invoice after such SLA Credit is applicable.

Vendor shall provide NYSBOE with a monthly report of Vendor's compliance (or lack of compliance) with the SLAs. Upon request, Vendor shall provide NYSBOE with back-up materials to demonstrate how Vendor determined its compliance (or lack of compliance) with the SLAs and calculated accrued SLA Credits. NYSBOE, at its sole expense, reserves the right to audit Vendor's determinations of SLA compliance and/or calculation of SLA Credits. NYSBOE shall be entitled to multiple SLA Credits even if a single SLA failure triggers multiple SLA failures; provided, however, that the maximum total SLA Credits that NYSBOE may recover shall be one hundred percent (100%) of the monthly Hosting Services fees for the applicable month in which the SLAs were not met. Vendor shall maintain complete and accurate records in sufficient detail to enable the amounts due hereunder to be substantiated.

Performance and Uptime

During the Term, the Hosting Services shall be operational twenty-four (24) hours per day, seven (7) days per week, with the sole exception of scheduled maintenance periods or any other excused performance events ("**Hours of Operation**"). "**Downtime**" shall mean that period of time per month (excluding scheduled maintenance periods or periods associated with excused performance events) when the Services are inoperable or materially impaired. "**Uptime**" shall be determined as follows:

$$\text{Uptime (expressed as a percentage)} = \frac{\text{Hours of Operation} - \text{Downtime}}{\text{Hours of Operation}}$$

Service Level Credits shall be determined in accordance with the following table. If Uptime falls within the percentages listed below, then Customer shall be entitled to receive the associated Service Level Credit for that month.

Application Availability Performance per month	Service Level Credit as % of monthly fees
100% - 99.5%	No credit
99% - 99.4%	2.5%
< 99%	5.0%

Help Desk Support Response Time

During the Term, Vendor shall meet the following help desk support response times of eighty percent (80%) from initial contact within sixty (60) seconds. For purposes of SLA Credits, Vendor help desk support response time performance shall be measured on a monthly basis, or if there are one hundred (100) or less calls made to the help desk, then the measurement period will be quarterly. In any month (or quarter, as applicable) in which Vendor fails to achieve response time metrics set forth in the Agreement, NYSBOE shall be entitled to a SLA Credit of: (a) ten percent (10%) of the Hosting Services fees paid by NYSBOE to Vendor for the month (or quarter, as applicable) in which Vendor fails to achieve the requisite response time percentages specified above, or (b) twenty-five percent (25%) of the Hosting Services fees paid by NYSBOE to Vendor for the month (or quarter, as applicable) if Vendor fails to achieve a response time percentage of at least seventy percent (70%).

Application Response Time

The application response time SLA measures the time required from the point where a request for data arrives at Vendor's data center and includes the time needed to collect and aggregate the data from Vendor's servers, and then provide the data to the outgoing web server.

SLA Benchmark: Two (2) seconds.

SLA Method of Calculation: Vendor will be in compliance with this SLA if both of the following conditions are met over a one (1) month period:

1. Average response time for all requests is under two (2) seconds.
2. Number of outliers (requests who exceeded five (5) seconds) constitutes less than 10% of all requests.

In any month in which Vendor fails to achieve response time metrics set forth, NYSBOE shall be entitled to a SLA Credit of: (a) fifty percent (50%) of the monthly Hosting Services fees paid by NYSBOE to Vendor during the monthly period in which Vendor fails to achieve the requisite response time percentages specified in the SLA; or (b) the monthly Hosting Services fees shall be waived in months where the response time percentages exceed three (3) seconds for the average response time.

Offsite Backup Storage

Vendor shall provide backup storage that ensures backup will occur ninety nine and nine tenths percent (99.9%) of the time scheduled for such backups. For each month in which this SLA is not met, NYSBOE shall be entitled to a SLA Credit of twenty five percent (25%) of the total monthly Hosting Services fees paid by NYSBOE to Vendor for the month in which such SLA failure occurred.

HOSTING SERVICES AGREEMENT ATTACHMENT 3

RESPONSIBILITY MATRIX

As part of the Hosting Services, Vendor shall ensure that the following Services are available as set forth in the table below:

Services Responsibility Description	Vendor	NYSBOE
Problem Management		
Manage first contact with users.		X
Interact with NYSBOE staff in a professional, efficient and service oriented manner, consistently.	X	
Provide and maintain a single point of contact for the reporting and tracking of problems.	X	
Log call in a problem ticket system, assign severity, and monitor progress of trouble calls.	X	
Query the user for all relevant information concerning the call, including, user name, user location/department, user phone number, call severity, and description of problem.	X	
Verify no trouble ticket already exists for a trouble call before opening a new ticket.	X	
Solve problem or route problem ticket to appropriate service provider.	X	
Route tickets for all NYSBOE IT Infrastructure Hardware/break-fix or software support problems for resolution within established time frames by severity and Service agreements in accordance with the Agreement.	X	
Provide status and updates on Incident tickets at NYSBOE's request or according to severity guidelines.	X	
Re-route misdirected Incident tickets.	X	
Incident Escalation – Provide Level 2 and higher support to resolve problems (including Third Party provider), if needed).	X	
Report current status on open Incident tickets.	X	X
Report on problems within established time frames.	X	
Provide infrastructure support, on-site at the Vendor hosting environment, from 8:00AM-6:00PM EST M-F. Support during non-business hours will via remote paging.	X	
Provide application support (Tier 2 & 3).	X	
Close call management system resolved problem tickets upon acceptable problem resolution as verified by NYSBOE user who opened the call, providing sufficient detail for history of problem and later analysis of trends.	X	
Provide performance metric reports.	X	
Create and maintain a contact list for problem resolution purposes.	X	
Enforce security standards and guidelines for the call management system.	X	
Solve problems with NYSBOE staff.	X	
Send email to NYSBOE management in the event of outages, which email will describe outage issues, resolution, etc.,	X	
Provide NYSBOE with access to Vendor's trouble ticket system, including providing NYSBOE with user ids and passwords.	X	

Services Responsibility Description (cont.)	Vendor	NYSBOE
Monitoring		
Monitor the network.	X	
Monitor servers by confirming connectivity to each server console (including edge servers at the NYSBOE's sites) and contacting the necessary personnel in the event of a down/unreachable condition.	X	X
Administration		
Administer login IDs and reset passwords for data access.		X
Provide passwords and logon IDs		X
Update NYSBOE user profile information in call management system whenever inaccurate profile information is discovered.	X	
Prepare and distribute all reports including monthly SLA reports.	X	X
Attend review meetings according to the schedule specified in the Agreement.	X	X
Audit SLA performance and activity reports as needed.	X	X
Maintain a call management system for the centralized reporting and tracking of Incidents under Vendor's control.	X	
Provide and maintain a method for proper escalation of problems within both the Vendor's and NYSBOE's management.	X	X
Reporting		
Provide statistics and management reports to NYSBOE on a regularly scheduled basis as mutually agreed by the parties.	X	
Provide NYSBOE with detail reporting and statistics on reported problems.	X	
Make changes to NYSBOE escalation documentation within twenty-four (24) hours of a change by Vendor through written or electronic means.	X	
Maintain procedures for Incident escalation	X	
Participate in conducting root cause analysis and review high-impact problems to identify preventative measures, assess risk, and bring to closure.	X	X

Database Administration (DBA) Services	Vendor	NYSBOE
Problem Management		
Recommend and implement appropriate updates and patches.	X	
Serve as point of contact with appropriate vendor Support to determine, review, and resolve any operating system or server issues.	X	
Serve as point of contact with NYSBOE to determine, review and resolve any edge server issues.	X	X
Application Management		
Configuration Management	X	
Customizations (Subject to Separate Change Order)	X	
Administration Maintenance		X
Database Table Maintenance	X	X
User Profiles and Preferences		X
Administration		
Audit log review		X
Job scheduling	X	
Preventive maintenance such as log cleanup	X	
User/Group administration and Security management		X
Backup and Recovery operations	X	

DBA Services (cont.)	Vendor	NYSBOE
Problem Management		
Recommend and implement appropriate updates and patches.	X	
Serve as point of contact with appropriate vendor Support to determine, review, and resolve Service Requests.	X	
Perform database failure analysis and recovery.	X	
Resolve media failure and perform recovery.	X	
Monitoring		
Proactively monitor system usage that may reveal bottlenecks in the System.	X	
Detect/predict structure related performance problems such as chained/migrated rows and object extents.	X	
Ensure efficient space usage in tablespace.	X	
Administration		
Alert Log and Trace File review.	X	
Backup and Export Log review.	X	
Preventive maintenance such as table/index reorganization.	X	
Database (DB) user administration and security management.	X	
Backup and Recovery operations.	X	

HOSTING SERVICE AGREEMENT ATTACHMENT 4

HOSTING SERVICES FEES AND VARIABLE CHARGES

Hosting Services Fees

TO BE COMPLETED ON EXECUTION OF CONTRACT

Variable Charges

TO BE COMPLETED ON EXECUTION OF CONTRACT

WORK ORDER #1 FOR INITIAL HOSTING SERVICES

Application Software

Asset Management System

Vendor-Provided Hardware

For informational purposes only, Vendor intends to utilize the following equipment to provide the Hosting Services:

TO BE COMPLETED ON EXECUTION OF CONTRACT

Vendor represents and warrants to NYSBOE that the above hardware configuration will support the following transactional data volumes plus seven percent (7%) growth for a period of five (5) years:

TO BE COMPLETED ON EXECUTION OF CONTRACT

VOLUME METRIC	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5

NEW YORK STATE BOARD OF ELECTIONS

VENDOR _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachment I: Glossary

ASP	Application Service Provider
BAFO	Best and Final Offers
Best Value	As defined by New York State Finance Law § 163(1)(j), means the basis for awarding contracts for services to the bidder which optimizes quality, cost and efficiency, among responsive and responsible bidders.
Bidder	Shall mean any person, partnership, firm, corporation or other authorized entity submitting a response to this Request for Proposals (RFP) to the State pursuant to this RFP. Synonymous with Proposer and Offeror.
Business Hours	Monday - Friday, 7AM - 7PM, excluding NYS designated non-floating holidays.
Commissioner	The Commissioner of General Services or designated representative
Contract	The agreement that results from the Procurement between NYSBOE and the selected Proposer.
Contract Administrator	TBD.
Contract Effective Date	The date that the Contract is approved by the New York State Comptroller.
Contractor	The successful awardee(s) of a contract pursuant to this RFP.
COTS	Commercial Off-The-Shelf.
CBOE	County Board of Elections
Designated Contact	Staff identified on the first page of this solicitation are the “designated contacts.” Pursuant to §139-j and 139-k of the State Finance Law this solicitation includes and imposes certain procurement lobbying limitations. Proposers/Offerers are restricted from making contacts from issuance of the solicitation through approval of the contract by 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 (referred to as permissible contacts).
Enterprise	
EST or EDT	Eastern Standard Time, with the understanding that, during that time of the year when Daylight Savings Time (DST) is in effect, EST shall be replaced by EDT (Eastern Daylight Time).
Final Acceptance	Sign-off from NYSBOE's representative that the deliverables in question have been delivered to NYSBOE's satisfaction.
FOIL	Freedom of Information Law.
NYSBOE	New York State Board of Elections
Non-Business Hours	All hours except those hours defined as Business Hours.
Offeror	Shall mean any person, partnership, firm, corporation or other authorized entity submitting a response to this Request for Proposals (RFP) to the State pursuant to this RFP. Synonymous with Proposer and Bidder.

OGS	The New York State Office of General Services.
Prime Contractor	The Contractor.
Product	A deliverable under the Contract which may include commodities, Services and/or Technology. The term "Product" includes Licensed Software.
Project Services or Services	Those services to be provided by the Contractor(s), which are the purposes of this RFP, pursuant to the resulting Contract(s) and resulting from the issuance of a Service Order for the Contractor's fulfillment.
Proposal	A firm and irrevocable offer to perform the work described in this RFP; aka "Response".
Proposer	Shall mean any person, partnership, firm, corporation or other authorized entity submitting a response to this Request for Proposals (RFP) to the State pursuant to this RFP. Synonymous with Bidder and Offeror.
Request for Proposals RFP or Procurement	This request for proposals entitled "Asset Management System RFP".
Service Order	An order(s) placed by NYSBOE with the Contractor selected to fulfill a given Service Request to meet a Service need as set forth in the Service Request. The Service Order shall incorporate (i) the applicable Service Request and, (ii) the Contractor's associated purchase price.
Service Request	The instrument issued by the State to obtain purchase price submissions from eligible Contractors to meet a Service need of a Customer.
Solution	Refers to the proposed design by a bidder to meet the technical requirements of the RFP.
State	The People of the State of New York, which shall also mean the NYSBOE/New York State Office of General Services.

Attachment J: Proposer Checklist

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2	Volume I: Technical and Management Proposal	2.2.2	Title Page
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		2.2.2	Executive Summary
		2.2.2	Ability to Meet Requirements
		2.2.2	Approach to Meeting Requirements
		2.2.2	Management Plan and Schedule
		2.2.2	Approach
		2.2.2	Staffing Plan
		2.2.2	Description of Company Experience
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3	Volume II: Price Proposal	2.2.3	Prices by Deliverable
		2.2.3	Enterprise-wide License
		2.2.3	Software Maintenance Agreement
		2.2.3	Hardware Maintenance Agreement
		2.2.3	Hardware Devices
		2.2.3	Hosting – Additional Resources
4	Attachments & Appendices	Attachment A	Requirements Compliance Matrix
		Attachment B	Reference Form
		Attachment C	Asset Management System Context Diagram
		Attachment D	Asset Management Workflow
		Attachment E	Example Asset Management System Data Fields
		Attachment F	Certified Voting System Device Configuration
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		Attachment H	Hosting Services Agreement
		Attachment J	Proposer Checklist
		Appendix A	Standard Clauses for New York State Contracts
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Tab	Contents	RFP Reference Section	Comments
		Appendix C	Contractor Requirements and Procedures for Equal Employment and Business Participation Opportunities for Minority Group Members and Certified Minority/Women-Owned Business on OGS Contracts.
		Appendix D	Sample Contract
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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment 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 \$10,000, 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 Section 163.6.a).

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 because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. 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.

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 (2NYCRR 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) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, 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, 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:

(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, 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; or (iii) banking services, insurance policies or the sale of securities. 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 section. 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 Governor's Office 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 State Finance Law §165. (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
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 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) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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Appendix B

GENERAL PROCUREMENT FORMS

ASSET MANAGEMENT

FOR THE NEW YORK STATE BOARD OF ELECTIONS

ALBANY, NY

SOLICITATION NUMBER 1565

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CONTRACTOR INFORMATIONSOLICITATION NUMBER 1565_____
(Authorized Signature)_____
(Date)_____
(Print Name)_____
(Title)_____
(Company Name)_____
(Federal I.D. Number)_____
(Address)_____
(City, State, Zip)_____
(County)_____
(Telephone Number) Ext. __________
(Toll Free Phone) Ext. __________
(Fax Number)_____
(Toll Free Fax Number)_____
(E-mail)

New York State Small Business

Circle One: Yes No

New York State Certified Minority Owned Business

Circle One: Yes No

New York State Certified Woman Owned Business

Circle One: Yes No

Do you understand and is your firm capable of meeting
the insurance requirements to enter into a contract with
New York State?

Circle One: Yes No

Does your proposal meet all the requirements of this solicitation? Circle One: Yes No

New York State Standard Vendor Responsibility Questionnaire

Each Contracting Agency conducts a review of prospective contractors (“vendors”) to provide reasonable assurances that the vendor is responsible. This questionnaire is used for all non-construction contracts with a contract value of \$100,000.00 or more and is designed to provide information to assess a vendor’s authorization to do business in New York State, as well as your business integrity, financial and organizational capacity, and performance history. (Review of construction contractors will be based upon the Uniform Contracting Questionnaire developed by the Council of Contracting Agencies.)

Each vendor must answer every question contained in this questionnaire. Where a response requires additional information, the vendor must attach a written response that adequately details the requested information. Please number each response to match the question number. The completed questionnaire and attached responses will become part of the procurement record.

In order to expedite the required review, when providing additional information for a “YES” answer to Questions 14 a-s, or any other response which requires additional explanation, your information and responses should address the relationship of the issue to the proposed contract. Be brief, concise and to the point. Discuss as appropriate the following:

- Provide a description of the issue and identify the actions taken or currently being implemented to ensure that the issue will not occur again.
- State whether the staff and/or organizational component involved in the identified issue(s) will work on the proposed contract. If so, provide information to assure the agency that the issue will not be repeated.
- Identify the relationship (or lack thereof) between the product/services involved in the issue and the type of product/services proposed for this contract.
- State whether the issue will affect your financial or organizational ability to perform under the proposed contract.
- Provide copies of relevant documents or any other information that would assist the agency in its vendor responsibility evaluation.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing vendor’s business and operations, as an owner or officer of the vendor must attest to the questionnaire information. Please be advised that at the end of this questionnaire, you must certify, under oath, all responses given.

STATE OF NEW YORK
Standard Vendor Responsibility Questionnaire

1. LEGAL BUSINESS NAME: _____

2. FEDERAL EMPLOYER ID NO. (FEIN): _____

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

COUNTY FILED: _____

4. WEBSITE ADDRESS (if applicable): _____

5. PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

6. TELEPHONE NUMBER: _____ 7. FAX NUMBER: _____

8. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail: _____

9. TYPE OF BUSINESS: (please check appropriate box and provide additional information):

- | | |
|---|---|
| a) ☐ Corporation | State of Incorporation: _____ |
| b) ☐ Sole Proprietor | State/County filed in: _____ |
| c) ☐ General Partnership | State/County filed in: _____ |
| d) ☐ Not-for-Profit Corporation | Charities Registration Number: _____ |
| e) ☐ Limited Liability Company (LLC) | Jurisdiction filed: _____ |
| f) ☐ Limited Partnership | State/County filed in: _____ |
| g) ☐ Other — Specify: | Jurisdiction Filed (if applicable): _____ |

10. IF NOT INCORPORATED OR FORMED IN NEW YORK STATE, PLEASE PROVIDE A CURRENT CERTIFICATE OF GOOD STANDING FROM YOUR STATE OR APPLICABLE LOCAL JURISDICTION.

11. LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), DIRECTOR AND MEMBER, as applicable:

- a) _____
- b) _____
- c) _____
- d) _____
- e) _____
- f) _____
- g) _____
- h) _____

12. AUTHORIZED CONTACT FOR THE PROPOSED CONTRACT:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail: _____

STATE OF NEW YORK
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

13. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-3 ABOVE?

☐ Yes ☐ No

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

14. WITHIN THE PAST FIVE (5) YEARS, HAS THE VENDOR, ANY PRINCIPAL, OWNER, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE¹ OR ANY PERSON INVOLVED IN THE BIDDING, CONTRACTING OR LEASING PROCESS BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

- (a) a judgment or conviction for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No
- (b) a criminal investigation or indictment for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No
- (c) an unsatisfied judgment, injunction or lien for any business related conduct obtained by any federal, state or local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency? ☐ Yes ☐ No
- (d) an investigation for a civil or criminal violation for any business related conduct by any federal, state or local agency? ☐ Yes ☐ No
- (e) a grant of immunity for any business-related conduct constituting a crime under federal, state or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No
- (f) a federal, state or local government suspension or debarment from the contracting process? ☐ Yes ☐ No
- (g) a federal, state or local government contract suspension or termination for cause prior to the completion of the term of a contract? ☐ Yes ☐ No

¹"Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

STATE OF NEW YORK

Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

- (h) a federal, state or local government denial of a lease or contract award for non-responsibility? ☐ Yes ☐ No
- (i) an administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease? ☐ Yes ☐ No
- (j) a federal, state or local determination of a willful violation of any public works or labor law or regulation? ☐ Yes ☐ No
- (k) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? ☐ Yes ☐ No
- (l) a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws? ☐ Yes ☐ No
- (m) an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful? ☐ Yes ☐ No
- (n) a rejection of a bid on a New York State contract or a lease with the State for failure to comply with the MacBride Fair Employment Principles? ☐ Yes ☐ No
- (o) a citation, violation order, pending administrative hearing or proceeding or determination issued by a federal, state or local government for violations of:
- health laws, rules or regulations ☐ Yes ☐ No
 - unemployment insurance or workers' compensation coverage or claim requirements ☐ Yes ☐ No
 - ERISA (Employee Retirement Income Security Act) ☐ Yes ☐ No
 - human rights laws ☐ Yes ☐ No
 - federal U.S. Citizenship and Immigration Services laws ☐ Yes ☐ No
 - Sherman Act or other federal anti-trust laws ☐ Yes ☐ No
- (p) entered into an agreement to a voluntary exclusion from contracting with a federal, state or local governmental entity? ☐ Yes ☐ No
- (q) a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status? ☐ Yes ☐ No
- (r) a rejection of a low bid on a federal, state or local contract for failure to meet statutory affirmative action or Minority or Women's Business Enterprise or Disadvantaged Business Enterprise status requirements on a previously held contract? ☐ Yes ☐ No
- (s) a finding of non-responsibility by an agency or authority due to a violation of State Finance Law §139-j? ☐ Yes ☐ No

FOR EACH YES ANSWER TO QUESTIONS 14 a-s, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

STATE OF NEW YORK
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

15. DURING THE PAST THREE YEARS, HAS THE VENDOR FAILED TO:

- (a) FILE RETURNS OR PAY ANY APPLICABLE FEDERAL, STATE OR
LOCAL GOVERNMENT TAXES?**

☐ Yes ☐ No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability: _____

- (b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE?**

☐ Yes ☐ No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability: _____

- 16. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE
VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN YEARS (WHETHER OR NOT CLOSED)
OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR
OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING?**

☐ Yes ☐ No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates: _____

If it is an affiliate, include the affiliate's name and FEIN: _____

Provide the court name, address and docket number:

Indicate if the proceedings have been initiated, remain pending or have been closed: _____

If closed, provide the date closed: _____

- 17. DOES VENDOR HAVE THE FINANCIAL RESOURCES NECESSARY TO
FULFILL THE REQUIREMENTS OF THE PROPOSED CONTRACT?**

☐ Yes ☐ No

STATE OF NEW YORK
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

State of)
) ss:
County of)

CERTIFICATION:

The undersigned, personally and on behalf of the vendor identified in questions 1-3 above, does hereby state and certify to The New York State Office of General Services that the information given above is true, accurate and complete. It is further acknowledged that the State of New York and the Office of General Services will rely upon the information contained herein and in any attached pages for purposes of evaluating our company for vendor's responsibility for contract award and the State may, in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein. It is further acknowledged that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or may constitute a misdemeanor under Penal Law Sections 175.30, 210.35 or 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

Name of Business

Signature of Officer

Address

Typed Copy of Signature

City, State, Zip

Title

Sworn to before me this _____
day of 20 .

Notary Public:
Registration No:
State:

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).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

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:

Name and Title of Person Submitting this Form:

Contract Procurement Number:

Date:

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

No ____ Yes ____

If yes, please answer the next questions:

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

No ____ Yes ____

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

No ____ Yes ____

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

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

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

No ____ Yes ____

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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 certify that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

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.

New York State Department of Taxation and Finance

Contractor Certification (ST-220-TD)

Contractor Certification to Covered Agency (ST-220-CA)

ST-220-TD

(6/06)



New York State Department of Taxation and Finance

Contractor Certification

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

For information, consult Publication 223, *Question 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)

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

Contract number or description

Estimated contract value over the full term of the contract
(but not including renewals) \$

Covered agency address

Covered agency telephone number

General information

Section 5-a of the Tax Law, 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 a Form ST-220-CA, 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.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*, available at www.nystax.gov. Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

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**

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 Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need Help?



Internet access: www.nystax.gov
(for information, forms, and publications)



Fax-on-demand forms: 1 800 748-3676



Telephone assistance is available from
8:00 A.M. to 5:00 P.M. (eastern time),
Monday through Friday. 1 800 698-2931

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 462-8100

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110



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, please call 1 800 972-1233.

Section 1 - Contractor registration status

- ## Section 2 - Affiliate registration status

- ### Section 3 - Subcontractor registration status

- Sworn to this _____ day of _____, 20____

(title)

Schedule A - Listing of each person (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such person 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 person is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If person 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 person has a different DBA (doing business as) name, enter that name as well.

Column C - Address - Enter the street address of person'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 person or person's business, as applicable. If the person 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 person 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. _____

ST-220-CA

(6/06)



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

For information, consult Publication 223, *Question 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)		
Estimated contract value over the full term of contract (but not including renewals)				
\$				
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 T-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. This publication is available on our Web site, by fax, or by mail. (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.

If you have questions, please call our information center at 1 800 698-2931.

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

 Notary Public

 Registration No.

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.

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Hearing and speech impaired (telecommunications device for the
 deaf (TDD) callers only): 1 800 634-2110



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, please call 1 800 972-1233.

Bidder is required to sign both sections on this page.

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

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

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable:

1. Have business operations in Northern Ireland,

☐ Yes ☐ No

If yes:

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

☐ Yes ☐ No

(Contractor's Signature)

(Name of Business)

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his 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; and 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Contractor's Signature)

(Name of Business)

APPENDIX C

Contractor Requirements and Procedures for Equal Employment and Business Participation Opportunities for Minority Group Members and Certified Minority/Women-Owned Businesses on OGS Contracts

In accordance with Article 15-A of the Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offeror/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Offeror agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 - Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

The following forms are required to ensure offeror compliance with the Equal Employment Opportunity requirements:

1. Staffing Plan (Form EEO 100)

To ensure compliance with the foregoing section, the Offeror shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of this contract broken down by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Offerors shall complete the Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time thereafter, but no later than the time of award of the contract.

A contractor's failure to submit a Staffing Plan prior to the time required shall result in the rejection of the bid or proposal.

2. Workforce Employment Utilization/Compliance Report (Form EEO 101).

Once a contract has been awarded, the Contractor is responsible to update OGS on any changes to the Staffing Plan submitted. This information is to be submitted on a quarterly basis during the life of the contract to report the actual workforce utilized in the performance of the contract broken down by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Employment Utilization/Compliance Report (Utilization/Compliance Report) must be submitted to report this information. Separate forms are to be completed for the contractor and any subcontractor performing work on the contract.

Please note that in all instances, the Contractor may not be able to separate out the workforce utilized in the performance of the contract from the Contractor's and/or sub contractor's total workforce. When a separation can be made, the Contractor shall submit the Utilization/Compliance Report and indicate that the information provided relates to the actual workforce utilized on the subject contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or

subcontractor's total workforce, the Contractor shall submit the Utilization/Compliance Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

The Utilization/Compliance Report is to be completed for the quarters ending on 3/31, 6/30, 9/30 and 12/31 and submitted to the OGS Office of Minority/Women-owned Business Enterprise Program Operations (OM/WBEPO) within 15 days of the end of each quarter. If there are no changes to the workforce utilized on the contract during the reporting period, the Contractor can submit a copy of the previously submitted report with the date and reporting period updated, indicating no change.

Requirements and Procedures Regarding Business Participation Opportunities for Certified Minorities and Women on OGS Contracts

In accordance with Article 15-A of the Executive Law and regulations adopted pursuant thereto, the following forms are required to ensure compliance with the Minority and Women-owned Business participation requirements. In accordance with these requirements, the Offeror agrees to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. The directory of New York State Certified Businesses can be viewed at: <http://www.nylovesmwbe.ny.gov/>

In addition, the Offeror agrees to submit the following documents as evidence of compliance with the foregoing:

1. M/WBE Utilization Plan (Form M/WBE 100).

- A. Offerors are required to submit a Utilization Plan on **Form M/WBE 100** with this bid or proposal. The Utilization Plan shall list NYS Certified minority or women-owned business enterprises which the contractor intends to use to perform the State contract and a description of the contract scope of work which the contractor intends to structure to increase the participation by NYS Certified minority or women-owned enterprises on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract which the contractor intends to be performed by a NYS Certified minority or woman-owned business. Any modifications or changes to the agreed participation by NYS Certified M/WBEs after the Contract Award and during the term of the contract must be reported on a revised M/WBE Utilization Plan and submitted to the OGS OM/WBEPO.
- B. The OGS OM/WBEPO will review the M/WBE Utilization Plan and will issue to the Offeror a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include (i) the name of any M/WBE which is not acceptable for the purpose of complying with the M/WBE participation goals and the reasons why it is not acceptable; (ii) elements of the Contract scope of work which OGS has determined can be reasonably structured by the Offeror to increase the likelihood of participation in the Contract by M/WBEs; and (iii) other information which OGS determines to be relevant to the M/WBE Utilization Plan.
- C. The Offeror shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to OGS OM/WBEPO 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 OM/WBEPO to be inadequate, OGS OM/WBEPO shall notify the Offeror and direct the Offeror to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on forms

provided by OGS OM/WBEPO. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

- D. OGS may disqualify an Offeror as being non-responsive under the following circumstances:
- a) If an Offeror fails to submit a M/WBE Utilization Plan;
 - b) If an Offeror fails to submit a written remedy to a notice of deficiency in a M/WBE Utilization Plan;
 - c) If an Offeror fails to submit a request for waiver; or
 - d) If the OGS OM/WBEPO determines that the Offeror has failed to document good faith efforts.

2. Request for Waiver Form (if applicable) (Form M/WBE 101). An Offeror who documents good faith efforts to meet the goal requirements may submit a request for a partial or total waiver at the same time it submits its M/WBE Utilization Plan. If a request for waiver is submitted with the M/WBE Utilization plan and is not accepted by the OGS OM/WBEPO at that time, the provisions of clauses 1 (B & C), regarding the notice of deficiency and written remedy will apply.

The Awarded Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its M/WBE Utilization Plan, during the performance of the contract. Requests for a partial or total waiver of established goal requirements made subsequent to award of a Contract may be made at any time during the term of the Contract to the OGS OM/WBEPO but prior to the submission of a request for final payment on the Contract.

3. Monthly M/WBE Contractor Compliance Report (Form M/WBE 102). Contractors are required to submit a Monthly M/WBE Contractor Compliance Report to OGS OM/WBEPO by the 10th day of each month over the term of the contract documenting the progress made towards achievement of the M/WBE goals of the Contract.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions or enforcement proceedings as allowed by the contract.

Copies of all referenced forms can be found on the OGS Website at:
<http://www.ogs.state.ny.us/mwbe/forms.html>

If you have any questions regarding the foregoing requirements or the requirements of Article 15-A of the Executive Law and 5 NYCRR Parts 140-144, please contact the identified Designated Contact(s) for this solicitation.



**EQUAL EMPLOYMENT OPPORTUNITY
STAFFING PLAN**
Submit with Bid or Proposal – Instructions on page 2

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

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

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

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed plan with bid or proposal EEO 100 (Rev 6-08)

General instructions: All Offerors and each subcontractor identified in the bid or proposal 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 or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate 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'. Contact the Designated Contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this 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.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

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



EQUAL EMPLOYMENT OPPORTUNITY WORK FORCE EMPLOYMENT UTILIZATION/COMPLIANCE REPORT

Contract No.:	Reporting Entity: ☐ Contractor ☐ Subcontractor	Reporting Period: ☐ January 1, 20__ - March 31, 20__ ☐ April 1, 20__ - June 30, 20__ ☐ July 1, 20__ - September 30, 20__ ☐ October 1, 20__ - December 31, 20__
Offeror's Name:		Report includes: ☐ Work force to be utilized on this contract ☐ Contractor/Subcontractor's total work force
Offeror's Address:		

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

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

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed form for OGS contract to: NYS Office of General Services Office of Minority/Woman-owned Business Enterprise Program Operations Corning Tower, 41ST Floor Empire State Plaza, Albany NY, 12242

General Instructions: The work force utilization/compliance report (EEO 101) is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's or subcontractor's total work force, the contractor or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's or subcontractor's total work force, information on the contractor's total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to OGS within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a written statement of no change or submit a copy of the previously submitted report with the date and reporting period updated.

Instructions for completing:

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading 'Work force by Gender'
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the OGS Office of Minority/Woman-Owned Business Enterprise Programs at (518) 473-5212 if you have any questions.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. 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.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

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



OFFICE OF MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM OPERATIONS M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award, for an OGS contract. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:

Federal Identification Number:

Address:

Solicitation Number:

City, State, Zip Code:

Telephone Number:

Region/Location of Work:

M/WBE Goals in the Contract: MBE % WBE %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED ☐ MBE ☐ WBE			
B.	NYS ESD CERTIFIED ☐ MBE ☐ WBE			

PREPARED BY:

Signature; _____

DATE:

TELEPHONE NO:

EMAIL ADDRESS:

NAME AND TITLE OF PREPARER (Print or Type):

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION.

FOR OGS USE ONLY

REVIEWED BY:

DATE:

UTILIZATION PLAN APPROVED: ☐ YES ☐ NO Date:

Contract No:

Contract Award Date:

Estimated Date of Completion:

Amount Obligated Under the Contract:

NOTICE OF DEFICIENCY ISSUED: ☐ YES ☐ NO Date: _____

NOTICE OF ACCEPTANCE ISSUED: ☐ YES ☐ NO Date: _____



OFFICE OF MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM OPERATIONS

REQUEST FOR WAIVER FORM

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.		
Offeror/Contractor Name:	Federal Identification No.:	
Address:	Solicitation/Contract No.:	
City, State, Zip Code:	M/WBE Goals: MBE % WBE %	
By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.		
Contractor is requesting a: 1. ☐ MBE Waiver – A waiver of the MBE Goal for this procurement is requested. ☐ Total ☐ Partial 2. ☐ WBE Waiver – A waiver of the WBE Goal for this procurement is requested. ☐ Total ☐ Partial 3. ☐ Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development: _____		
PREPARED BY (Signature): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.	Date:	
Name and Title of Preparer (Printed or Typed):	Telephone Number:	Email Address:
Submit with the bid or proposal or if submitting after award, for an OGS contract, submit to: NYS Office of General Services Office of Minority/Woman-owned Business Enterprise Program Operations Corning Tower, 41 ST Floor Empire State Plaza Albany, NY 12242 M/WBE 101 (Revised 6-08)	***** FOR OGS USE ONLY *****	
	REVIEWED BY:	DATE:
	Waiver Granted: ☐ YES MBE: ☐ WBE: ☐ ☐ Total Waiver ☐ Partial Waiver ☐ ESD Certification Waiver ☐ *Conditional ☐ Notice of Deficiency Issued _____ *Comments:	

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:

Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by OGS, to determine M/WBE compliance.



OFFICE OF MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM OPERATIONS
MONTHLY M/WBE CONTRACTOR COMPLIANCE REPORT

INSTRUCTIONS: BEGINNING THIRTY (30) DAYS AFTER A CONTRACT IS AWARDED; MONTHLY COMPLIANCE REPORTS ARE DUE ON THE TENTH DAY OF EACH MONTH FOR THE PRECEDING MONTH'S ACTIVITY.

Contractor's Name:

Federal Identification No.:

Address:

Contract No.:

City, State, Zip Code:

Telephone No:

AS EVIDENCE OF THE PROGRESS MADE TOWARDS ACHIEVEMENT OF THE MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) GOAL(S), CONTRACTOR IS REQUIRED TO COMPLETE AND SUBMIT THE FOLLOWING FOR EACH MBE OR WBE (PLEASE USE A SEPARATE FORM FOR EACH MBE OR WBE.):

1. Copy (ies) of the written agreement with certified M/WBEs (submit with first monthly report).
2. List below the name, address and telephone number(s) of the certified M/WBE(s) utilized during the preceding month.

NAME	TELEPHONE NO.
ADDRESS	LOCATION OF WORK PERFORMED
CITY, STATE, ZIP	
3. Description of the work performed by the certified M/WBE in the reporting period (attach separate sheet if needed))
4. Dates of performance of the work by the certified M/WBE
5. Actual payments made to the certified M/WBE in the reporting period \$
6. Actual total amount(s) of all payments made over the life of the contract by the Contractor to the certified M/WBE as of the date the compliance report is being submitted \$

PREPARED BY (Signature):

DATE:

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT

NAME AND TITLE OF PREPARER (Print or Type):

TELEPHONE NO.:

EMAIL ADDRESS:

Monthly reports for OGS contracts should be submitted by the 10th day of each month to:

**Financial Administration
New York State - Office of General Services
40th Floor, Mayor Erastus Corning 2nd Tower
The Governor Nelson A. Rockefeller
Empire State Plaza
Albany, NY 12242**

FOR OGS USE ONLY

REVIEWED BY:

DATE:

Appendix D

Sample Contract

SAMPLE

Sample Contract
STATE OF NEW YORK
BOARD OF ELECTIONS
AGREEMENT FOR
ASSET MANAGEMENT
STATEWIDE
WITH

(COMPANY NAME)

CONTRACT # C00XXXX

THIS AGREEMENT, made this ____ day of, 2010 by and between the People of the State of New York, acting by and through _____, the State Board of Elections, whose office is 40 Steuben Street, Albany, New York 12207 (hereinafter "NYSBOE" or "State"), and _____ (hereinafter "_____" or "Contractor"), with an office at _____.

WITNESSETH:

WHEREAS, in fulfilling its responsibilities under the Help America Vote Act ("HAVA") NYSBOE deems it necessary to secure the services of an Independent Contractor to provide an Asset Management System (AMS) to track and inventory County Board of Elections (CBOE) voting system equipment for accountability and maintenance history, as well as track the movement of these items between locations.

WHEREAS, NYSBOE 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 the provision of an Asset Management System, 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

NYSBOE shall pay the Contractor for all services 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.

2. TERM

This Agreement shall commence Upon OSC Approval and will be in effect for five (5) years, with an optional five (5) year extension unless sooner terminated as herein specified.

3. SERVICES

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Request for Proposals No. 1565, which is annexed as Appendix "B" hereto, and the Contractor's proposal, annexed as Appendix "C" hereto, except as such Appendices "B" and "C" have been revised by the terms hereof. Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

4. TERMINATION

A.) Termination

The New York State Board of Elections may, upon ninety (90) days notice, terminate this Agreement in the event of the Contractor's failure to comply with any of the bid's requirements unless the Contractor obtained a waiver of the requirement. In addition, NYSBOE may also terminate this Agreement upon ten (10) days written notice if the Contractor makes any arrangement or assignment for the benefit of creditors. Furthermore, NYSBOE shall have the right, in its sole discretion, at any time to terminate this Agreement, or any unit portion thereof, with or without cause, by giving ninety (90) days written notice of termination to the Contractor. Any termination by NYSBOE under this Section shall in no event constitute or be deemed a breach of this Agreement and no liability shall be incurred by or arise against the New York State Board of Elections, its agents and employees therefore for lost profits or any other damages.

B.) Procurement Lobbying Termination

The New York State Board of Elections 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 New York State Board of Elections may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

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 NYSBOE 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's of Board of Elections.

10. LAW

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

11. CONDITIONS PRECEDENT

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

12. ENTIRE AGREEMENT

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

13. EXECUTORY CLAUSE

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

14. INCONSISTENCIES

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

- (i) Appendix A
- (ii) This contract agreement
- (ii) Appendix B – Solicitation # 1565 including all Appendices and Addenda
- (iii) Appendix C – Contractor's Proposal

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

15. FORCE MAJEURE

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

16. ASSIGNMENT BY STATE

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

16. 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 NYSBOE 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 NYSBOE under this Agreement.

- Contractor shall supply NYSBOE with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as NYSBOE'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 NYSBOE.
- Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from NYSBOE.
- In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify NYSBOE and commence an investigation in cooperation with NYSBOE 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 NYSBOE following the discovery that NYSBOE's system security has been breached.
- Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from NYSBOE prior to notifying the individuals whose personal identity information was compromised by the breach of security, the State Office of Cyber Security and Critical Infrastructure Coordination, the State Consumer Protection Board, 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.

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

Contract No. C00XXXX

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: _____

By _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM
Andrew M. Cuomo
Attorney General

APPROVED
Thomas P. DiNapoli
State Comptroller

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF _____ }
: SS.:
COUNTY OF _____ }

On the ____ day of _____ in the year 20 __, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____, Town of _____, County of _____, State of _____; and further that:

[Check One]

- ☐ **If an individual):** _he executed the foregoing instrument in his/her name and on his/her own behalf.
- ☐ **If a corporation):** _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- ☐ **If a partnership):** _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- ☐ **If a limited liability company):** _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public
Registration No. _____ State of: _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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