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ALBANY, NY 12257

REQUEST FOR PROPOSALS (RFP) #C000416  
FOR TEMPORARY EXECUTIVE SECRETARIAL SERVICES

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FOR  
TEMPORARY EXECUTIVE SECRETARIAL SERVICES

IF YOU ARE NOT BIDDING, PLACE AN "X" IN THE APPROPRIATE BOX AND RETURN THIS PAGE ONLY TO THE ADDRESS SET FORTH ON THE COVER PAGE:

WE ARE UNABLE TO BID AT THIS TIME BECAUSE \_\_\_\_\_

\_\_\_\_\_

WE REQUEST REMOVAL OF OUR NAME FROM THE MAILING LIST FOR \_\_\_\_\_

\_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

PRINTED OR TYPED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

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**REQUEST FOR PROPOSALS (RFP) #C000416 FOR**

**TITLE: TEMPORARY EXECUTIVE SECRETARIAL SERVICES**

**DATE: August 19, 2016**

**Timetable of Key Events**

<b>Event:</b>	<b>Date:</b>
➤ RFP Issue Date	August 19, 2016
➤ Deadline for Questions	August 29, 2016
➤ Answers to Questions Released	September 1, 2016
➤ Deadline for Receipt of Proposals	September 12, 2016

**Designated Contact**

In compliance with the Procurement lobbying law, the following is the PRIMARY contact for this solicitation and may be reached by e-mail, voice or fax for all inquiries regarding this solicitation. Contacting anyone else other than designated herein may result in rejection of bid.

Ron Wachenheim, *Contract Management Specialist 2*

New York State Department of Financial Services

Office of Financial Management

One Commerce Plaza, Suite #1850

99 Washington Avenue

Albany, NY 12257

Telephone: (518) 402-5375; Facsimile: (518) 486-6809

E-mail: [rfp@dfs.ny.gov](mailto:rfp@dfs.ny.gov)

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

Darlene Clemente, *Head Account Clerk*

New York State Department of Financial Services

Office of Financial Management

One Commerce Plaza, Suite #1850

99 Washington Avenue

Albany, NY 12257

Telephone: (518) 474-1383; Facsimile: (518) 486-6809

E-mail: [rfp@dfs.ny.gov](mailto:rfp@dfs.ny.gov)

## Submission Of Proposal

Bidders interested in being considered for this engagement should deliver six (6) proposals with original signed cover letters (signed by an individual authorized to represent the firm) to:

Ron Wachenheim  
New York State Department of Financial Services  
Office of Financial Management  
One Commerce Plaza, Suite #1850  
99 Washington Avenue  
Albany, NY 12257

Proposals must be delivered in their entirety by 4:00 p.m. Eastern Time on the date specified above as the Deadline for Receipt of Proposals. Proposals may, as applicable, be opened publicly. The Department reserves the right at any time to postpone or cancel a scheduled Bid opening.

Proposals received in whole or in part after 4:00 p.m. Eastern Time on the date specified above shall not be considered. Those proposals that do not furnish all of the information requested herein may not be considered. The Department reserves the right to reject any and all proposals if, in its judgment, the work proposed will not accomplish the objectives of this project or does not meet all of the requirements of this RFP. **Electronic or fax submissions will not be accepted.**

In order to expedite the solicitation process, proposals must be submitted by mail, overnight carrier, or certified mail in a package, with all the following information labeled on the outside package/envelope:

Bidder's complete name and address  
BID ENCLOSED for Proposal for: RFP #C000416 for Temporary Executive Secretaries  
Services

Due Date and Time: Same as noted in Timetable of Key Events

Failure to complete all information on the proposal envelope and/or packages may necessitate the premature opening of the proposal and may compromise confidentiality. Notwithstanding the Department's right to open a bid to ascertain the foregoing information, the bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with foregoing requirements.

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

Late Bids: Any Bid (Proposal) received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Department's sole discretion where (i) no timely Bids meeting the requirements of the RFP are received, (ii) in the case of multiple award, an insufficient number of timely Bids are received to satisfy the multiple award, or (iii) the Bidder has demonstrated to the satisfaction of the Department that the Late Bid was

caused solely by factors outside the control of the Bidder. However, in no event shall the Department be under any obligation to accept a Late Bid. The basis for any determination to accept a Late Bid shall be documented in the procurement record.

**New York State Department of Financial Services**  
**Preamble**

**The information contained herein should be used for the sole purpose of responding to this Request for Proposals.**

This Request for Proposals (RFP) is not an offer and does not commit the New York State Department of Financial Services (the “Department”) to a contract/agreement. Furthermore, the Department is not liable for any costs, in whole or in part, incurred during the preparation of a response to this RFP, or for any work performed prior to Contract execution.

The Department reserves the right to accept or reject any and all proposals; to correct any computational errors in the proposal(s); to utilize any or all ideas from the proposals and to adopt all or any part of the proposal(s) submitted. All proposals shall become the property of the Department.

As an agency of the State of New York, all responses submitted to the Department may be disclosed pursuant to requests for access made under the New York Freedom of Information Law (FOIL) provided, however, that there are no statutory restrictions that may exempt documents from FOIL disclosure. All work products described herein may also be subject to FOIL disclosure.

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

The State does not indemnify Contractors/Vendors.

**Section 1. Introduction**

**1.1 Definitions**

Unless further defined within the RFP, the following will be used as noted herein:

**Agreement** shall mean the writings that contain the agreement (contract) of the Department and the Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

**Bid** shall mean a response to the RFP submitted by a Bidder to provide products/services.

**Bidder** shall mean those companies or individuals who respond to the Department's request for solutions to its present needs.

**Contractor** shall mean the selected provider whose name and principal address appear on the proposal and signature page.

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

## **1.2 Purpose**

This procurement is seeking up to three (3) companies to provide temporary services of Executive Secretaries who can meet the demands of a busy Executive Office in the financial district of downtown Manhattan in New York City. Services will be on an as needed basis, Monday through Friday. The work hours will range anywhere between 8 a.m. and 7 p.m., and later if an emergency arises. The company(ies) must be able to supply qualified candidates on short notice.

The term of the contract will be for five (5) years.

## **1.3 Background**

The New York State Department of Financial Services, created by combining the New York State Banking and Insurance Departments aims to modernize regulatory oversight of the financial services industry. The Department's key objectives are enhancing New York's status as the world's financial center, vigorously protecting consumers, and preventing systemic risk.

The Superintendent, in order to better supervise financial products and services, including those subject to the provisions of the Insurance Law and the Banking Law may take any actions necessary to:

- foster the growth of the financial industry in New York and spur state economic development through judicious regulation and vigilant supervision;

- ensure the continued solvency, safety, soundness and prudent conduct of the providers of financial products and services;
- ensure fair, timely and equitable fulfillment of the financial obligations of such providers;
- protect users of financial products and services from financially impaired or insolvent providers of such services;
- encourage high standards of honesty, transparency, fair business practices and public responsibility;
- eliminate financial fraud, other criminal abuse and unethical conduct in the industry; and
- educate and protect users of financial products and services and ensure that users are provided with timely and understandable information to make responsible decisions about financial products and services.

The Department has main offices in New York City and Albany. The total staff is approximately 1,350.

## **Section 2. Contractor Responsibilities and Technical Requirements**

This section sets forth the contractor responsibilities and technical requirements for this RFP. The proposal shall set forth the Bidder's ability to meet these requirements.

### **2.1 Contractor Responsibilities**

- (a) **Ordering Requirements:** The Bidder should be able to meet all orders. The Department will notify the contractor as soon as it is known that a temporary Executive Secretary is needed. Normally, the Department would expect to provide at least twenty-four (24) hours' notice of the need for a temporary Executive Secretary when there is a scheduled absence. However, in an emergency situation, the contractor must be able to make a placement quickly. The bidder should provide an estimate of time needed to provide a qualified temporary Executive Secretary upon receiving notice from the Department, as the amount of response time needed will be considered as part of the technical evaluation.

Should the contractor not have candidates available who meet the full range of qualifications within the estimated time frame, a statement indicating that the requirements for that particular order cannot be filled must be provided, so the Department may seek temporary Executive Secretary services outside the contract.

The Department shall have the right to interview a candidate to determine his/her qualifications, which must reflect the Executive Secretary position.

The Department has the right to reject a candidate if the Department determines that candidate is not qualified to perform the job.

The contractor shall provide any previously completed background checks for each proposed initial/replacement candidate, along with their résumé and any other documentation as may be available in the candidate's file. Upon the Department's selection of a candidate, if the previously completed background check was completed more than six (6) months before the Department's selection of the candidate, or no prior background check was conducted, the contractor shall perform an updated/new background check and provide results to the Department.

The Department has the right to request a replacement candidate if the original selected candidate is unsatisfactory in job performance. The Department will advise the contractor, in writing, of any candidate deemed unsatisfactory in job performance so as to disqualify that candidate from performing future services for the Department under the contract.

In the event the contractor cannot provide initial candidates upon notification of need, or in the event of requesting replacement candidates, the Department will consider the request unfilled and make a request for initial/replacement candidates from the next successive contractor as follows: (a) if initial/replacement candidate request was made with Primary Contractor, the request shall then proceed with Secondary Contractor; (b) if request was made with Secondary Contractor, the request shall then proceed with Tertiary Contractor; and (c) if request was made with Tertiary Contractor, then request shall then proceed with Primary Contractor.

(b) **Minimum Qualifications:** All temporary Executive Secretaries must have the following minimum qualifications:

- Two (2) year Associate degree in Secretarial Science and three (3) years of experience as an Executive Secretary reporting to a President, CEO, Director, or governmental equivalent; or five (5) years of experience as an Executive Secretary reporting to a President, CEO, Director, or governmental equivalent. The experience must be in an organization of 500 or more employees
- Computer literacy, including proficiency in email, word processing and spreadsheets

Comparable qualifications will be considered if it is demonstrated that the high level of competency and experience in an Executive office required for a position are present.

Bidders who cannot provide temporary personnel at the minimum level of

qualifications will not be considered.

- (c) **Job Description:** Executive Secretaries provided through the contract will be assigned to the Executive Offices, and selected high level offices in the Department. These offices are very active and fast paced. There are many high profile visitors from the financial industry, including many foreign visitors, and a significant amount of work that is time sensitive.

The temporary Executive Secretaries provided by the Bidder must have certain skills and experience. They must have excellent interpersonal and communication skills, be courteous, outgoing and professional, and capable of working independently as well as cooperatively with other staff. The temporary Executive Secretaries must have strong organizational skills and be able to multi-task. Scheduling capabilities are required, as temporary Executive Secretaries must be able to coordinate the schedules of several members of the Executive staff.

It is critical that they have computer literacy in using electronic calendars, email, spreadsheets, word processing and data entry applications. They must also be able to utilize a variety of office equipment; such as multi-function printers for printing, copying, faxing and scanning, and telephones for calls and tele-conferencing.

The temporary Executive Secretaries may be required to perform any of the following administrative tasks:

- Answering phones, and greeting visitors and staff promptly and professionally;
- Ensuring mail is opened and directed to appropriate staff;
- Handling incoming correspondences and drafting routine responses,
- Transmitting instructions to staff and following-up to ensure concerns and issues are addressed immediately;
- Arranging conference calls and notifying all appropriate parties of meeting times and teleconferencing information;
- Coordinating calendars and scheduling meetings, including preparing background materials;
- Attending meetings to gather information, draft meeting notes and weekly/monthly reports for appropriate Executive staff review and prepare final documents;
- Researching information, and preparing reports using statistical and narrative information;
- Developing, establishing and maintaining hard copy and electronic files for easy retrieval, and defining record management systems in support of ongoing and individual projects to ensure accessibility and security, as necessary;

- Maintaining office inventory and making requisitions for supplies;
- Coordinating arrangements and plans for Executive staff domestic and international travel and attendance at meetings and conferences;
- Assisting in managing daily office operations, including scheduling onsite and remote coverage; and
- Performing other program support duties, as assigned.

## 2.2 Qualification of Bidders

- (a) **Relevant Experience:** The Bidder should describe any previous experience in performing the required work, including a description of similar work performed.
- (b) **References:** Submit at least three (3) distinctly different references, preferably from government agencies or other customers with similar objectives. Submitted references cannot include employees of the Department.

The Reference Form included with this RFP shall be used and will be reviewed and scored. It is the Bidder's responsibility to verify phone numbers are current and references are available. The references may be called only if verification of any information provided by the reference is needed. If a phone call is needed, a maximum of five (5) attempts will be made to contact the reference during normal business hours. Any reference submitted not meeting these requirements, or unreachable if called, will not be scored.

The Reference Form appearing on Page 38 must be signed by the reference contact, or it will not count toward the minimum number of references provided. The Reference Form is to be provided to each reference to complete and sign, and must either be returned to Bidder for submission with its bid, or may be submitted directly to the DFS designated contact appearing on Page 1 of this RFP.

- (c) **Financial Statement of the Bidder:** The Bidder must be financially stable and able to substantiate the financial statements of the company. In addition to sales history, current financial statements should be provided with the proposal. The Department reserves the right to request additional information from the Bidder and to request reports on financial stability from independent financial rating services. The Department reserves the right to reject any Bidder who does not demonstrate financial stability sufficient for the scope of this RFP.
- (d) **Staffing and Personnel Biographies of Key Management Personnel:** The Bidder should provide a description of the qualifications and title/role of individuals, including résumés, who would perform the required work of

screening and proposing candidates to the Department. The Bidder should describe the number of individuals at each level and the estimated staff days that would be spent on the required work. Include full details and resumes of senior staff that would be available for this engagement.

- (e) **Conflicts of Interest:** The Bidder should state whether it has any conflict of interest, actual or perceived, that would prevent Bidder from functioning under an agreement with the Department. The Bidder shall identify any relationships or arrangements it has with the Department or with any entity regulated by the Department.

### **2.3 Performance Requirements**

- (a) **Subcontracting:** The selected Contractor must assume full responsibility for the services offered in the proposal for the duration of the agreement. The Contractor shall be so liable even when the Contractor subcontracts a portion of the service. Subcontracting shall be permitted only with the prior written approval of the Department.
- (b) **Failure to Comply:** Failure of Contractor to comply with any of the above requirements may be considered grounds for agreement termination by the Department. The Contractor shall be liable for any costs incurred by the Department relating to the fulfillment of an agreement should the agreement be terminated because the Contractor failed to perform.
- (c) **Serve as Witness:** In the rare occurrence this is needed, the Contractor must be able to appear and testify as a witness on behalf of the Department related to work performed pursuant to an agreement.

### **Section 3. Cost Requirements**

Cost Proposal-Fee Schedule: Bidders must submit pricing using the Proposal Quote Form contained in this RFP. The rates proposed by the Bidder must be for the duration of the Agreement. These rates are not inclusive of travel. The Proposal Quote Form is to be submitted at the same time as the remainder of the proposal but in a separate sealed package/envelope.

All temporary personnel are permitted to take two fifteen (15) minutes breaks per day, which are compensable time; however, all temporary personnel working more than six (6) hours in a day are required to take a thirty (30) minute lunch break, which is not compensable time.

The proposed rates will be considered straight time costs for work accomplished during forty (40) hours in a single week for the Department; regardless of time of day, day of week or holidays. Any work performed at times other than above is considered to be overtime, and would be allowed only with the Department's approval. The overtime also assumes the temporary personnel has worked a forty (40) hour week. The rates paid by the Department for overtime shall be 1-1/2 times the proposed hourly bill rate of the temporary personnel.

## **Section 4. Terms and Conditions**

### **4.1 Contract/Agreement Documents**

#### **(a) Sample Contract/Agreement**

A sample contract/agreement incorporating standard language that would be executed by the Contractor and the Department is appended hereto as Attachment #3.

#### **(b) Vendor Responsibility Questionnaire**

The Department encourages all vendors to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire directly from the VendRep website at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form.

#### **(c) Contractor Certification (ST-220 Forms); Tax Law §5-A (Amended April 26, 2006)**

Tax Law §5-a, as amended on April 26, 2006, requires certain contractors who are awarded state contracts for commodities and/or services valued at more than \$100,000 (over the full term of the contract, excluding renewals) to certify to the Department of Taxation and Finance (DTF) they are registered to collect New York State (NYS) and local sales and compensating use taxes. The law applies to contracts where the total amount of the contractor's sales delivered into NYS exceed \$300,000 for the four quarterly periods immediately preceding the quarterly period when the certification is made; and with respect to any affiliates and subcontractors whose sales delivered into NYS also exceed \$300,000 in the same manner as noted above for the contractor.

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.

Vendors may call DTF at 1-800-698-2909 for any and all questions relating to Tax Law §5-a and relating to a company's registration status with DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf> Bidder is required to comply with the requirements thereof as found in the Contractor Certification Forms appended hereto as Attachment #4.

**(d) State Finance Law – “Procurement Lobbying Law”**

The requirements of State Finance Law §§139-j and 139-k are hereby incorporated into this RFP and any resulting Agreement. The Bidder is required to comply with all requirements of State Finance Law §§139-j and 139-k. Further information and forms are appended hereto as Attachment #5.

State Finance Law §139-k provides that the procurement contract award shall contain a certification by the Contractor that all information provided to the Department with respect to §§139-j and 139-k is complete, true and accurate and the resulting contract shall contain a provision authorizing the Department to terminate the contract in the event such certification is found to be intentionally false or intentionally incomplete. This contract language authorizes termination, but does not mandate termination.

**(e) Consultant Disclosure**

The requirements of State Finance Law §8 and §163 regarding Consultant Disclosure are hereby incorporated into this RFP and will be incorporated into the resulting Agreement. Bidder is required to comply with all requirements thereof as found in the Consultant Disclosure Information and Forms appended hereto as Attachment #6.

**4.2 RFP Attachments**

**(a) Appendix A: Standard Clauses for All New York State Contracts**

The terms of Appendix A, Standard Clauses for All New York State Contracts, attached hereto, are hereby incorporated into this RFP and any resulting agreement. The Contractor is required to adhere to the clauses in Appendix A, which include the use of tropical hardwoods, the MacBride Fair Employment Principles and the Omnibus Procurement Act. Bidder should keep Appendix

A for its records.

**(b) Other Attachments**

The following forms are also included in the bid package. Some forms must be signed and submitted with your bid while others are included for informational purposes only. Please read them and follow the instructions.

- **Attachment #1: Non-discrimination in Employment in Northern Ireland: MacBride Fair Employment Principles** – Must be completed and submitted with bid.
- **Attachment #2: MWBE Requirements and Forms** - Must be completed and submitted with bid.
- **Attachment #3: Sample Agreement.** – Bidder should keep Appendix E for its records.
- **Attachment #4: ST-220 Tax Certification Information and Forms** – Must be completed and ST-220-CA shall be submitted with bid; and ST-220-TD should be completed and submitted directly to NYS Tax Department.
- **Attachment #5: State Finance Law – “Procurement Lobbying Law” Information and Form** – Must be completed and submitted with bid.
- **Attachment #6: Consultant Disclosure Information and Forms** – Must be completed and submitted with bid.
- **Attachment #7: Encouraging Use of N.Y. Businesses** – Must be completed and submitted with bid.
- **Attachment #8: Diversity Practices Questionnaire** – Must be completed and submitted with bid.
- **Attachment #9: Diversity Practices Scoring Matrix** – Bidder should keep Appendix K for its records.
- **Attachment #10: SDVOB Contract Performance Use** – Must be completed and submitted with bid.

**4.3 Agreement Period and Renewal**

The anticipated term of the agreement shall be five (5) years commencing on the date of approval of the agreement by the New York State Office of the Comptroller.

#### 4.4 Termination

See “Executory Clause” in Appendix A and the following:

- (a) **For Cause:** For a material breach that remains uncured for more than thirty (30) calendar days or other longer period as specified by written notice to the Contractor, the Contract may be terminated by the Department. Neither the State nor the Department shall be liable for any of Contractor’s costs arising from the failure to perform or the termination, including without limitation costs incurred after the date of termination. Such termination shall be upon written notice to the Contractor. In such event, the Department may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.
- (b) **For Convenience:** The Department retains the right to terminate the agreement, or any part thereof, without reason, provided that the Contractor is given at least thirty (30) days written notice of the Department’s intent to terminate. This provision should not be understood as waiving the Department’s right to terminate the agreement for cause or to stop work immediately for unsatisfactory work, but is supplementary to that provision.
- (c) **For Violation of Sections 139-j and 139-k of the State Finance Law:**  
The Department reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Department may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.
- (d) **For Violation of Section 5-a of the New York State Tax Law:** The Department reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law is not timely filed during the term of the contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Department may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.
- (e) **For Non-Responsibility:** The Bidder agrees that if it is found by the State that the Bidder’s responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, on such finding, the Department may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Department at the Contractor’s expense where the

Contractor is determined by the Department to be non-responsible. In such event, the Department may complete the contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

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

- (f) **Upon Conviction of Certain Crimes:** The Department reserves the right to terminate the Contract in the event it is found that a member, partner, director or officer of Contractor is convicted of one or more of the following: Bribery Involving Public Servants and Related Offenses as defined in Article 200 of the New York State Penal Law; Corrupting the Government as defined in Article 496 of the New York State Penal Law; or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.
- (g) **Suspension of Work:** The Department in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the Department. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction in State spending, declaration of emergency, contract compliance issues or other circumstances. Upon issuance of such notice, the Contractor is not to accept any work requests, and such comply with the suspension order. Activity may resume at such as the Department issues a formal written notice authorizing a resumption of performance under the Contract.

#### **4.5 Bonding Requirements**

- There are no bonds required for this contract.

#### **4.6 Bidder Assurances**

The Bidder warrants that it has carefully reviewed the needs of the Department for temporary Executive Secretaries, as described in the RFP and its attachments and otherwise communicated in writing by the Department to the Bidder, that it has familiarized itself with the Department's specifications, and it warrants that it can provide such services as described in the RFP and as represented in its proposal.

The Bidder agrees that it will perform its obligations hereunder in accordance with all applicable Federal, State, and local laws, rules and regulations now or hereafter in effect.

The Bidder warrants and affirms that the terms of the RFP and any resultant agreement do not violate any contracts or agreements to which it is a party, and that its other contractual obligations will not adversely influence its capabilities to perform under the agreement.

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

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

#### **4.7 Procedure for Amendments of Agreement**

See “Entire Agreement” in Attachment #3.

Any request by the Contractor for changes or amendments in any part of the agreement shall be made in writing to the Department.

#### **4.8 Price Adjustments**

Prices shall be firm for the term of the Agreement.

#### **4.9 Ownership and Title to Deliverables**

Not applicable to this RFP.

#### **4.10 Interpretation and Disputes**

See “Conflicting Terms” in Appendix A.

#### **4.11 Additional Security/Confidentiality Requirements**

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

##### **(a) Security During the Course of Delivering Contract Services**

- (1) The Contractor shall be solely responsible for the safety and security of all Department project sites, facilities, and components during the term of the engagement, with the exception that Contractor is not responsible for overall building security where a Department site is under the control and management of the Department or State agencies. Contractor remains responsible, however, for security of project components or equipment within such buildings, e.g., secure equipment enclosures within the space provided by such agencies. The Contractor shall be responsible for and shall correct any failure or theft of any component or portion of the project due to inadequate physical and/or information security at its cost and expense.
- (2) The physical security and the information security of project data shall be provided at a level commensurate with that normally established for a similar modern system.

##### **(b) Access by Personnel**

- (1) The Contractor, its officers, agents, subcontractors, and their employees and independent contractors, shall be required to comply with all applicable facility and information security policies and procedures of the Department and the State in performing the scope of work under the agreement. Such policies and procedures shall be communicated to the Contractor as a condition precedent to Contractor’s obligations under this paragraph.
- (2) Contractor warrants that each individual performing work under an agreement is legally eligible to work in the United States and that such eligibility shall be maintained at all times during the engagement while the individual is accessing any Department facilities, information systems or data contained therein.

- (3) The Department reserves the right, in its sole discretion, and without liability to the Contractor's officers, agents, subcontractors, and their collective employees and independent contractors, to withhold approval of and refuse to permit access to Department facilities, electronic information systems or data contained therein to any individual proposed by or through the Contractor:
- A) Who refuses to comply with the security procedures outlined in this subsection 4.11; or
  - B) Where the Department determines that the individual may present a risk to the Department's security interests.
- (4) The Department shall not be liable for payments or damages of any kind if the Contractor is delayed or unable to perform under an agreement as a result of the Department's denial of access to any individual(s) pursuant to this Subsection 4.11.

#### **4.12 Patent/Copyright Indemnification**

Not applicable to this RFP.

#### **4.13 Conflicts**

##### **(a) Federal Lobbying Certification**

Section 1352 of Title 31 of the U.S. Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal contractor or grantee (such as the State) must be required to certify that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress. The certification the State has been required to sign provides that the language of this certification be included in the contract documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Contractor understands and agrees to the Federal requirements for certification and disclosure.

##### **(b) Conflict of Interest**

All Contractors hired by the Department must comply with the following conflict of interest standards before the Contractor may provide services to the Department:

(1) All previous or existing business relationships between the Contractor (its employees and/or agents) and any entity regulated by the Department or said entity's parent, subsidiary(ies) or affiliates must be disclosed.

(2) Contractor (its employees and/or agents) shall not provide and/or solicit its services to any entity regulated by the Department or to said entity's parent, subsidiary(ies) or affiliates during the term of an agreement.

#### **4.14 Period of Validity**

Each Bidder's proposal must include a statement as to the period during which the provisions of its proposal will remain valid. A minimum of six (6) months from the Deadline for Receipt of Proposals is required.

#### **4.15 Minority and Women-Owned Business Enterprise Requirements**

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

##### ***NEW YORK STATE LAW***

Pursuant to New York State Executive Law Article 15-A and 5 NYCRR §§140-145, the New York State Department of Financial Services ("Department") recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Minority and Woman-Owned Business Enterprises and the employment of minority group members and women in the performance of DFS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Woman-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of Minority and Woman-Owned Business Enterprises in state procurement contracting versus the number of Minority and Woman-Owned Business Enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified Minority and Woman-Owned Business Enterprise program. The recommendations from the Disparity Study culminated in the enactment and implementation of the New York State Executive Law Article 15-A, which requires, among other things, that the Department establishes goals for maximum

feasible participation of New York State certified Minority and Woman-Owned Business Enterprises (M/WBE) and the employment of minority group members and women in the performance of New York State contracts.

***BUSINESS OPPORTUNITIES FOR M/WBES***

For purposes of this solicitation, the Department hereby establishes an overall goal of 30% for M/WBE participation, 15% for New York State certified minority-owned business enterprises (“MBE”) participation and 15% for New York State certified woman-owned business enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the subject contract (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as sub-contractors or suppliers in the performance of the Contract and the Contractor agrees that the Department may withhold payment pending receipt of the required M/WBE documentation. The directory of M/WBEs can be viewed at <https://ny.newnycontracts.com>. For guidance on how the Department will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the M/WBE participation goals set forth in the Contract, such finding constitutes a breach of Contract, and the Department may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to M/WBEs had the Contractor achieved the contractual M/WBE goals; and (2) all sums actually paid to M/WBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder (“Bidder”) on the Contract agrees to demonstrate its good faith efforts to achieve its goals for the utilization of M/WBE by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a Bidder may arrange to provide such evidence via a non-electronic method by contacting the Department Contract Manager at [rfp@dfs.ny.gov](mailto:rfp@dfs.ny.gov). Please note that the NYSCS is a one-stop solution for all of the M/WBE and Article 15-A contract requirements. For additional information on the use of the NYSCS to meet Bidder’s M/WBE requirements, please see the attached M/WBE guidance, “Your M/WBE Utilization and Reporting Responsibilities under Article 15-A.”

Additional, a Bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:

A) An M/WBE Utilization Plan with their bid or proposal. Any modifications or changes to the M/WBE Utilization Plan 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 Department. The Department will review the submitted M/WBE Utilization Plan and advise the Bidder of the Department's acceptance or issue a notice of deficiency within thirty (30) days of receipt.

B) If a notice of deficiency is issued, the Bidder will be required to respond to the notice deficiency within seven (7) business days of receipt by submitting to the Department a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is not by the Department to be inadequate, the Department shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals.. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

C) The Department may disqualify a Bidder as being non-responsive under the following circumstances:

- 1) If a Bidder fails to submit a M/WBE Utilization Plan;
- 2) If a Bidder fails to submit a written remedy to a notice of deficiency;
- 3) If a Bidder fails to submit a request for waiver; or
- 4) If the Department determines that the Bidder has failed to document good faith efforts.

D) The Contractor will be required to 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 Contract Award may be made at any time during the term of the Contract to the Department, but must be made no later than prior to the submission of a request for final payment on the Contract.

E) The Contractor will be required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report to the Department, by the 10th day following each end of quarter over the term of the Contract documenting progress made toward achievement of the M/WBE goals of the Contract.

### ***EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS***

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts, including Clause 12 – Equal Employment Opportunities for Minorities and Women. A Contractor is required to ensure that it and any sub-contractors awarded a sub-contract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the Department (the "Work"), except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal

opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State.

The Bidder will be required to submit a Minority and Women-Owned Business Enterprise and Equal Employment Opportunity Policy Statement (Attachment #2 - Form #1), to the Department with their bid or proposal.

To ensure compliance with this Section, the Bidder will be required to submit with the bid or proposal an Equal Employment Opportunity Staffing Plan (Appendix D - Form #2) identifying the anticipated work force to be utilized on the Contract. If awarded a Contract, the Bidder shall submit an Equal Employment Opportunity Workforce Utilization Report, and shall require each of its sub-contractors to submit a Workforce Utilization Report, identifying the workforce actually utilized on the Contract, in such format as shall be required by the Department on a quarterly basis during the term of the Contract.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and any sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, Disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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

Please refer to Attachment #2, attached and incorporated by reference herein, for the specific EEO/MWBE requirements and associated forms required by this procurement. These forms are to be submitted without change to goals specified in the RFP or Contract. Copies of the required Department forms are identified in Attachment #2.

### ***DIVERSITY PRACTICES***

Pursuant to New York State Executive Law §313-a, and 5 NYCRR §142.3, all agencies and authorities must evaluate the diversity practices of Bidders to best value procurements expected to exceed \$250,000, whenever practical, feasible and appropriate. Evaluating diversity practices of Bidders as part of the procurement process provides contractors with an incentive to develop mutually

beneficial relationships with New York State certified M/WBEs outside of the context of state contracting. These relationships help to build the capacity of M/WBEs, and enhance their ability to perform ever increasing roles in state contracting.

Diversity practices are the efforts of contractors to include New York State certified M/WBEs in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with M/WBEs.

Diversity practices are intended to be applied on procurements in which agency personnel exercise their subjective judgment in selecting one or more successful contractors on the basis of best value, not on procurements that are awarded based on lowest price.

For this procurement, the Department has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of bidders to this solicitation is practical, feasible and appropriate. Accordingly, bidders shall be required to complete Attachment #8 – Diversity Practices Questionnaire, and shall include it as part of their response to this solicitation.

Diversity Practices will be evaluated based upon the questionnaire developed by the New York State Division of Minority and Women’s Business Development. This questionnaire consists of eight (8) questions for bidders to answer. Some questions request supporting documentation to support certain answers. Scoring information for Diversity Practices can be found in Attachment #9.

***SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES (SDVOB) IN STATE CONTRACTING***

The New York State Department of Financial Services is in full accord with the aims and efforts of the State of New York to promote Service-Disabled Veteran-Owned Business (SDVOBs), as enacted in 2014 by Article 17-B of the Executive Law. This Law acknowledges that SDVOBs strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, Bidders for this solicitation are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the resulting Contract. Such partnering may be as sub-contractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at:

[http://ogs.ny.gov/Core/Docs/CertifiedNYS\\_SDVOB.pdf](http://ogs.ny.gov/Core/Docs/CertifiedNYS_SDVOB.pdf)

Bidders are strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law, and any implementing regulations, to use responsible and responsive NYS SDVOBs in

purchasing utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. In addition, Bidders are reminded that they must continue to utilize small, minority and woman-owned businesses consistent with current State law (Executive Law Article 15-A).

For purposes of this solicitation, the Department hereby establishes an overall goal of 6% for SDVOBs participation, based on the current availability of qualified SDVOBs. The Contractor must document good faith efforts to provide meaningful participation by SDVOBs in the performance of the Contract.

Bidders will complete Attachment #10 – Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance document to demonstrate their proposed utilization of NYS certified SDVOBs as part of their bid or proposal.

The successful Bidder/Contractor will report on actual participation by each SDVOB during the term of the Contract to the Department on a quarterly basis.

Information about SDVOB certification and set asides for SDVOB participation in public procurement can be found at <http://www.ogs.ny.gov/Core/SDVBOA.asp>, which provides certification information and guidance for State agencies in making determinations and administering set aside for procurements from SDVOBs.

#### **4.16 Liquidated Damages**

If the Contractor fails to complete services in accordance with specifications, or within the times specified herein, it is understood, and the Bidder and subsequent Contractor hereby agrees, that the amount of one percent (1%) of the contracted value per day up to the value of contracted equipment and services shall be deducted from the monies due the Contractor for each intervening calendar day, not as a penalty, but as liquidated damages. However, the Contractor shall not be liable if failure to perform arises out of causes beyond its control and without the fault or negligence of the Contractor (Acts of God, the public enemy, fires, floods, freight embargoes, regulated telephone company delays, etc.).

#### **4.17 Conformance to RFP**

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

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

informational or promotional purposes only.

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

- a.** Each proposed extraneous term (addition, deletion, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- b.** The writing must identify the particular specification requirement (if any) that Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- c.** The Bidder shall enumerate the proposed addition, counter offer, modification or deviation from the RFP, and the reasons therefore.

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

#### **4.18 Iran Divestment Act of 2012**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

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

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

appears on the Prohibited Entities list after contract award.

#### **4.19 Contractor Insurance Requirements**

Upon tentative award, Bidder shall be required to procure, at its sole cost and expense, all required insurance. The Bidder shall deliver to the Department evidence of such policies in a form acceptable to the Department. These policies must be written in accordance with the requirements of the paragraphs below, as applicable. Acceptance and/or approval by the Department do not and shall not be construed to relieve Bidder of any obligations, responsibilities or liabilities under the Agreement. These requirements apply to both original Agreements and amendments/renewals, whether the Department is having the work done or is simply issuing the permit, license or contract. Failure to provide proof of such coverage or a legal exemption will result in a rejection of your bid, or contract or amendment/renewal.

##### **A. General Requirements:**

1) All insurance policies required under the Agreement shall be issued by insurance companies authorized to conduct business under the laws of the State of New York. They shall be written for the benefit of the People of the State of New York; the New York State Executive Department; the New York State Department of Financial Services; its Superintendents, officers, agents, employees and for the Contractor. Said policies shall be effective until all work required or contemplated by the Agreement has been completed. Policies expiring on a fixed date before completion of the Contractor's duties under this Agreement must be renewed not less than thirty (30) days before such expiration date. No policy shall be changed by endorsement without the knowledge and the written consent of the Department and, in particular, any notice of cancellation by the insurer shall not be effective until thirty (30) days after the said notice is actually received by the Department. Any notice addressed to the Department shall be mailed via certified or registered mail to the address set forth herein.

2) The Contractor shall furnish to the Department a certificate of insurance naming: the People of the State of New York; the New York State Executive Department; the New York State Department of Financial Services; its Superintendents, officers, agents and employees as additional insureds. Such certificate shall be on forms acceptable to the Department showing that the Contractor has complied with these requirements. The certificates shall provide that the insurance policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Department. In addition, for policies expiring on a fixed date before completion of the Agreement, certificates showing renewal must be filed not less than thirty (30) days before such expiration date.

##### **B. Liability Insurance:**

- 1) The Contractor shall procure insurance for liability for damages imposed by law, of kinds and in amounts satisfactory to the Department, covering all operations under the Agreement, whether performed by the Contractor or by its subcontractors.
- 2) Unless otherwise specifically provided for herein, the amounts of such insurance shall be no less than \$1,000,000.00 combined bodily injury and property damage single limit per occurrence, and \$3,000,000.00 combined in the aggregate.
- 3) Coverage shall include the following:
  - (i) Contractor's Liability Insurance (including contractual liability) and Contractor's Protective Liability issued to protect the Contractor from any suits, actions, damages and costs of every name and description, with respect to all duties of the Contractor and its subcontractors, agents or employees under the Agreement; and
  - (ii) Completed Operations/Product Liability Insurance covering liability for damages arising from the Contractor's duties under the Agreement.

**C. Workers' Compensation Insurance** in such amounts as required by the Department and proof thereof.

- 1) Contractor shall:
  - (i) Be legally exempt from obtaining worker's compensation insurance coverage; or
  - (ii) Obtain such coverage from insurance companies; or
  - (iii) Be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan.
- 2) Contractor shall provide one of the following to the Department as proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage. (ACORD forms are **NOT** acceptable proof of workers' compensation coverage)
  - (i) **Form CE-200**, Certificate of Attestation for New York Entities with No Employees and Certain Out of State Entities, that New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is not required, which is available on the Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov)); or
  - (ii) Certificate of Workers' Compensation Insurance:
    - (A) **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 Department; or

- (B) **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 Department; or
  - (iii) Certificate of Workers' Compensation Self-Insurance, **Form SI-12**, available from the contractor's Group Self-Insurance Administrator.
- 3) All forms shall name the New York State Department of Financial Services, Administration Bureau, Suite #1850, One Commerce Plaza, 99 Washington Avenue, Albany, NY 12257 as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

**D. Disability Benefits Insurance Coverage**

- 1) Contractor shall:
- (i) Be legally exempt from obtaining disability benefits insurance coverage; or
  - (ii) Obtain such coverage from insurance companies; or
  - (iii) Be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan.
- 2) Contractor shall provide one of the following to the Department as proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits insurance coverage.
- (i) **Form CE-200**, Certificate of Attestation for New York Entities with No Employees and Certain Out of State Entities, that New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is not required, which is available on the Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov)); or
  - (ii) **Form DB-120.1**, Certificate of Disability Benefits Insurance. Contractor must request its business insurance carrier to send this form to the Department; or
  - (iii) **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.
- 3) All forms shall name the New York State Department of Financial Services, Administration Bureau, Suite #1850, One Commerce Plaza, 99 Washington Avenue, Albany, NY 12257 as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

**Section 5. Administrative**

**5.1 Inquiries**

All questions/inquiries and/or clarifications concerning this solicitation shall be addressed to the Department designated contact whose name appears under the

“Designated Contact” appearing on Page 1 of this RFP. All questions should be submitted in writing, citing the particular proposal section and paragraph number. Prospective Bidders should note that all clarifications and exceptions, including those relating to the terms and conditions of the agreement, are to be resolved prior to the submission of a proposal.

Questions/inquiries and/or requests for clarification are only accepted via e-mail and in writing, and should be submitted to the following e-mail address with the subject line of “RFP #C000416 Questions/Inquiry”: [rfp@dfs.ny.gov](mailto:rfp@dfs.ny.gov). Answers to all questions of a substantive nature will be given to all prospective Bidders in the form of a formal addendum, which will be annexed to and become part of the resultant Agreement. See Page 1 for deadline to submit questions.

## **5.2 Pre-Bid Conference**

- No Pre-Bid Conference

## **5.3 Submission of Proposals**

See “Submission of Proposal” starting on Page 2 of this RFP.

Proposals are due in their entirety at the time and date specified on Page 1 hereof. Proposals received in whole or in part after this deadline shall not be considered.

All proposals and accompanying documentation will become the property of the Department and will not be returned. The content of each Bidder’s proposal will be held in strict confidence during the bid evaluation process, and no details of any proposal will be discussed outside the evaluation process. The successful Bidder’s proposal and a copy of the specification will be made part of the agreement. Therefore, an official authorized to commit the company to an agreement must sign the proposal.

## **5.4 Bidder Debriefing**

An unsuccessful Bidder may request a debriefing within fifteen (15) days from the date of the Department’s letter advising that the Bidder was not selected. The debriefing would be limited to the reasons that the Bidder’s proposal was not selected. Debriefings would be held at Department offices located at One Commerce Plaza, 99 Washington Avenue, Suite #1850, Albany, NY.

## **5.5 Department’s Rights to Proposals**

By submitting a proposal, the Bidder covenants not to make any claim for, or have any right to, damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. The Department has the following prerogatives with regard to proposals submitted:

- To change any of the scheduled dates upon appropriate notification to all prospective Bidders;
- To accept or reject any or all proposals;
- Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; and to direct Bidders to submit proposal modifications addressing subsequent amendments;
- To disqualify a Bidder from receiving an award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts;
- To disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
- To correct any arithmetic errors in any or all proposals;
- To waive or modify minor irregularities in proposals, after notification to the Bidder;
- To waive any mandatory and/or non-material requirement(s) not met by all Bidders;
- To seek clarifications of proposals;
- To adopt any part or all of a successful Bidder's proposal;
- To utilize any and all ideas submitted in the proposals unless those ideas are protected by legal patent or property right;
- To not an award from this solicitation;
- To have any service completed via separate competitive proposal or other means, as determined to be in the best interest of the State;
- To have the flexibility to consider proposals with minor deviations or technicalities and to waive minor deviations or technicalities that may be consistent with the intent and scope of the solicitation. This flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear but the award of a contract is threatened due to a minor technicality or a minor deviation;

- To negotiate with the selected Bidder(s) prior to agreement award;
- To begin negotiations with another Bidder should the Department be unsuccessful in negotiating an agreement with the selected Bidder(s) within 45 calendar days.

## **Section 6. Proposal Format and Content**

### **6.1 Overview**

This section identifies the information that all Bidders must include in their proposals to the Department.

A uniform proposal format is required so that the Department can fairly evaluate all proposals. For each item listed below, please respond in order and provide the material required. Brochures, reproduced, copied or printouts of marketing literature may not be substituted for the proposal narratives and responses specified. Cross-references in the main proposal to any appendices are required. The Department will not review appendices or supplemental material for which a purpose is not clearly indicated.

For the purposes of evaluation, each proposal must be submitted in two (2) parts. Part I consists of the Technical Submittal. Part II consists of the Cost Submittal. Each part must be complete in itself in order that the evaluation of both parts can be accomplished independently and concurrently, and that the Technical Submittal can be evaluated strictly on the basis of its merits. Cost information is not to be included in Part I. Both parts must be sealed separately.

The rules established for proposal content and format will be enforced. Variations from the rules prescribed herein may subject the respondent to outright disqualification. It is in the best interests of the Bidder to become familiar with the constraints imposed on its proposal, so that the evaluation process can proceed in a timely manner.

All proposals must be either hand written, typewritten or printed with original signatures. Proposals submitted hand written in pencil will be disqualified. The Department prefers that the proposals not be hand written, but this is not mandatory, provided the respondent uses ink or an indelible pen, and it is legible. All material shall be clipped together, but in a manner to allow for ease of paper separation in evaluating proposals. Do **not** assemble proposals any other way (i.e. spiral binding, post strips, etc.).

### **6.2 General Requirements and Appearance**

- Cover Letter:** Submit a cover letter on your letterhead, signed by an officer or director of your organization, certifying (1) the accuracy of all information

in your proposal, (2) compliance with requested contents, and (3) how long your proposal will remain valid, which must be a minimum of six (6) months from the deadline for the receipt of proposals.

- (b) **Executive Summary:** Submit an executive summary of your proposal covering its main features and benefits which distinguish it. Do not exceed three (3) pages.
- (c) **Equal Opportunity and Non-discrimination:** An assurance that the firm is an equal opportunity employer, and will comply with all relevant Federal and State Equal Opportunity and Non-discrimination Laws, Regulations and Executive Orders must be included.

### **6.3 Technical Submittal Requirements (Part I)**

- (a) See Section 2. Contractor Responsibilities and Technical Requirements.
- (b) Include information about the Bidder's experience regarding the specific services required. Experience to be considered includes but is not limited to:
  - (a) familiarity with applicable laws and regulations;
  - (b) experience in the temporary services field.
- (c) A description of the types of services that can be provided as appropriate to the scope of this RFP, including a suggested work plan/methodology that would be used to achieve the objectives of the Department.

### **6.4 Cost Submittal Requirements (Part II)**

Part II of the proposal consists of the pricing proposal that sets forth the costs for requested services. The cost submission should be complete, accurate, well-documented, and completed on the Proposal Quote Form. Cost information is not to be included in the Part I Technical Submittal. All prices must be inclusive of all costs necessary or incidental for proper performance under this agreement.

## **Section 7. Proposal Evaluation Criteria**

### **7.1 Overview and Method of Award**

#### **(a) Overview**

The Superintendent and/or her designee(s) shall evaluate the proposals and select the Bidders that have the requisite experience and staffing to support the work required by the Department and do not have any conflicts. It is the Department's intention to use the proposals received for guidance purposes and it may request further clarification if deemed necessary, but only from those Bidders determined to be technically proficient regarding certain points noted in the proposal.

Other specific criteria for selection are as follows:

- The Bidder's ability to make the commitment of appropriate resources so as to enable the Bidder to complete the engagement within a reasonable timeframe.
- The Bidder's demonstrated comprehension of the essential issues attendant to this engagement, as stipulated in the submitted proposal.
- The Bidder's demonstrated level of competence in, and understanding of, the appropriate field of expertise for which they are being engaged.
- The ability of the staff assigned to this project to make themselves available for meetings with the Department's representatives.
- The ability of staff to communicate effectively.
- The expertise of the staff available for this project.
- The Bidder's fee schedule.

The evaluation of proposals will determine which services provide the "Best Value" to the Department. Under NYS Procurement Guidelines, "Best Value" is the basis for awarding all service contracts... [it] optimizes quality, cost and efficiency, among responsive and responsible offerers." "Best Value" is not equivalent to "lowest price". "Costs," in the case of "best value" are distinguished from price. Costs *embody* price, and include the costs associated with utilizing the services and the impact of the services on agency programs and operations.

Upon determination of the "best value" proposal, the Department will develop a binding contract agreement with the selected Bidder to provide the services. In the case of failure to execute an agreement with the selected Bidder, the Department may pursue an agreement for the services proposed by the next best-rated Bidder.

The Department will administer any agreement that is executed between the Contractor and the Department.

**(b) Method of Award**

All proposals received shall be subject to an evaluation by the Department. The Department desires to select the Bidder who will provide the "Best Value" taking into consideration the most beneficial combination of qualifications, services and cost and has met the requirements of this RFP. Only proposals judged to be responsive to the submission requirements set forth in this RFP will be evaluated.

The Department will initially determine on a pass/fail basis whether the proposals are responsive to the requirements of the RFP and whether the proposal will be further evaluated. The Bidder’s proposal must first meet all the mandatory qualifiers before the Department can review the bid submission against technical and financial components. Failure to meet all the mandatory qualifiers will result in the Bidder’s proposal being disqualified and will not be evaluated.

The following **Mandatory Requirements** apply to this RFP:

\*Must be able to provide Executive Secretaries who meet the minimum level of qualifications as outlined in Section 2.1(b) of the RFP.

The Technical and Cost sections of each Bidder’s proposal will be evaluated separately. A selection committee will review the technical and cost proposals together and make the proposal selection. To meet the minimum requirements for the Technical portion of the evaluation, Bidders must receive at least 60% of the total possible technical points. Bids that fail to obtain the minimum 60% will not be further evaluated.

After completion of the Technical and Cost evaluation, a composite score will be assigned to each proposal with the Technical score weighted at fifty (50) points and the Cost score weighted at fifty (50) points.

Contracts will be awarded to up to three (3) Bidders; and shall be made to the responsible and responsive Bidders receiving the highest composite scores. The Bidder with the highest composite score shall be awarded as the “Primary Contractor”; the Bidder with the second highest composite score shall be awarded as the “Secondary Contractor”; and the Bidder with the third highest composite score shall be awarded as the “Tertiary Contractor”. The criteria against which each proposal will be evaluated are described below.

**7.2 Technical Submittal Evaluation**

*For Example:*

(a) Technical Evaluation – (50 %)
1) The extent to which bidders meet the functional descriptions as defined in Section 2 of the RFP.
2) The proposal’s clarity, explicitness, completeness and reasonableness.
3) The relevant experience and qualifications of the Bidder. These include the quality of Bidder’s references, the Bidder’s reputation in the national marketplace, financial stability and integrity. In this category is the extent Bidders demonstrate a successful history of providing similar services to other organizations, including government agencies the size of the Department.
4) The ability of the bidder to perform the tasks within the specified timeframes.

### 7.3 Cost Submittal Evaluation

(b) Cost Evaluation – (50 %)
The proposed personnel expenses (i.e. price) for the term of the agreement.

The Department will evaluate all cost proposals from responsive bidders. The proposal with the lowest total cost will be awarded the maximum cost score weighted at 50 points. The remaining cost proposals will receive a proportional number of points based upon the ratio of the proposal’s total cost to the lowest total cost proposal as follows:  $(\text{Lowest Total Proposal} / \text{Proposal being Evaluated}) \times 50 = \text{Cost score}$ .

### 7.4 Oral Presentations

The Department, at its discretion, may elect to have Bidders provide oral presentations of their proposals. All Bidders deemed by the Department as eligible to receive an award will be given the opportunity to provide such oral presentations. Unless oral presentations are made a part of the evaluation process and points are assigned, oral presentations are for clarification purposes only. (See Section 7.1 “Method of Award.”)

## Section 8. Attachments

- Appendix A: Standard Clauses for All New York State Contracts
- Attachment #1: Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles
- Attachment #2: MWBE Requirements and Forms
- Attachment #3: Sample Agreement
- Attachment #4: ST-220 Tax Certification Information and Forms
- Attachment #5: State Finance Law – “Procurement Lobbying Law” Information and Form
- Attachment #6: Consultant Disclosure Information and Forms
- Attachment #7: Encouraging Use of N.Y. Businesses
- Attachment #8: Diversity Practices Questionnaire
- Attachment #9: Diversity Practices Scoring Matrix
- Attachment #10 – SDVOB Contract Performance Use

**NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES  
REQUEST FOR PROPOSALS (RFP) #C000416**

**PROPOSAL RESPONSE COVER FORM**

<b>BID NUMBER:</b> C000416 <b>BID ISSUED:</b> August 19, 2016	<b>BID TITLE:</b> Temporary Executive Secretaries Services			
<b>BID DUE:</b> September 12, 2016 @ 4:00 PM	<b>CONTRACT PERIOD:</b> Five (5) Years, commencing upon approval by Office of the State Comptroller			
Complete this form and bid submittal forms in their entirety using ink or typewriter and return to designated address bid submission address. The bid must be fully and properly executed by an authorized person. <b>Bids must be signed.</b>				
Bidder's Federal Tax Identification #:	NYS Vendor Identification #:			
Legal Business Name of Company:				
Street Code	City	State	County	Zip
The undersigned certifies that they are duly elected and authorized officer of the company and that, as such, are authorized to sign this Request for Proposal (RFP), on behalf of the company, to obligate the company to comply with all of the terms and conditions placed on this RFP, and in connection with this RFP to make, execute and deliver on behalf of the company all attachments, contract agreements, representations and instruments of every kind.				
The undersigned certifies that your company has the experience, financial resources, capabilities and licenses (if applicable) to perform the type, magnitude, and quality of work as specified in this RFP.				
The undersigned certifies full knowledge and acceptance of Appendix A (Standard Clauses For New York State Contracts), and Chapter 1 of the Laws of 2005 (Procurement Lobbying Act), and that all information provided is complete, true and accurate. Bidders are requested to retain Appendix A for future reference.				
Bidder's Printed or Typed Name:		Bidder's Signature:		
Title:		Date:		
Phone:	Extension	Email Address:		
Fax:	Extension			
<b>E-Mail or Facsimile Bid Submissions Will Not Be Accepted for this Request for Proposal</b>				

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES  
REQUEST FOR PROPOSALS (RFP) #C000416

**PROPOSAL QUOTE FORM**

The cost/unit pricing shall cover all costs as outlined on the bid price page(s) herein. **All pricing submitted pursuant to this Request for Proposal (RFP) shall include all direct and indirect (physical and administrative) costs for the performance of services; including, but not necessarily limited to, all administrative, reporting or other requirements (such as current/future minimum wage levels, benefits, etc. set by law); overhead, fees, taxes, profit and any other ancillary fees and costs including permits, licenses, insurance, etc.; and services not explicitly stated in the RFP, but necessarily attendant thereto as and as applicable to the associated item for which the rate is being quoted.**

Rates/fees as quoted should be expressed in decimals, not to exceed two places for each item quoted. **All fields must be completed.** Additionally, **pricing shall be submitted only on, and in the form prescribed by, this Proposal Quote Form.** No other (additional) charges beyond the services specified herein (those listed on this page) shall be permitted by the Contractor, nor will they receive any consideration.

Item No.	<u>Description</u>	<u>Hourly Bill Rate</u>
1.	Executive Secretary; Hourly Bill Rate for Year #1	\$ _____
2.	Executive Secretary; Hourly Bill Rate for Year #2	\$ _____
3.	Executive Secretary; Hourly Bill Rate for Year #3	\$ _____
4.	Executive Secretary; Hourly Bill Rate for Year #4	\$ _____
5.	Executive Secretary; Hourly Bill Rate for Year #5	\$ _____
Grand Total Bid (Items #1 – 5):		\$ _____

NOTE: In the infrequent instance of requesting temporary personnel to work overtime, the standard overtime rate of 1-1/2 times the proposed hourly bill rate, in the given year when the overtime occurs, is what the Department would pay as the billed overtime rate.

**NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES  
REQUEST FOR PROPOSALS (RFP) #C000416**

**CONFIDENTIALITY AGREEMENT/CERTIFICATE OF NON-DISCLOSURE**

The bidder acknowledges that all original written materials, recordings, audiotapes, digital media, work papers, publications, information, by-product or end-product, records and reports, etc., arising out of, or incident to, the performance of the resulting contract is confidential, privileged, and proprietary information of the Department and shall become the sole property of the Department.

The bidder agrees that during the term of the contract, and at all times thereafter, it will not use or disclose such information to any person or entity, except to its own employees having a need to know and who are themselves bound to similar non-disclosure restrictions, and to such other recipients as the Department may approve in writing.

Bidder's Company Name:			
Street	City	State	Zip
Bidder's Printed or Typed Name:		Bidder's Signature:	
Bidder's Official Title:		Date:	

**ACKNOWLEDGEMENT OF COMPANY**

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 before me personally came \_\_\_\_\_ to me known, who being duly sworn did depose and say that s/he resides \_\_\_\_\_; that s/he is the of

\_\_\_\_\_, the corporation described in and which executed the foregoing instrument; and that s/he signed his/her name thereto by like order.

NOTARY STAMP
--------------

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

**NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES  
REQUEST FOR PROPOSALS (RFP) #C000416**

**REFERENCE FORM**  
(Please Print or Type Clearly)

**TO THE BIDDER:** All bidders must provide a minimum of three (3) references (excluding the Department), including at least one reference at the state, federal, or local government level that your company has performed services for. References shall be commercial or governmental accounts, and should demonstrate the ability of the vendor to perform jobs similar in scope to the size, nature and complexity of the outlined bid. Please fill in your name and address below. Your reference should complete the remainder of the form and then return it to you directly so that it can be included with your bid proposal. Please submit one form per reference.

Bidder's Company Name:	# of Years in Business
Street	City State Zip
Bidder's Printed or Typed Name:	Bidder's Signature:
Bidder's Official Title:	Date:
Reference Name:	

**TO THE REFERENCE:** The Bidder named above is responding to a NYS Department of Financial Services bid solicitation for Temporary Executive Secretaries Services. Please fill in the information below and provide a brief summary of work the Bidder has performed for your company. Feel free to make any additional comments on this form and to attach additional sheets if necessary. Your input is greatly appreciated.

Name of Company:	Phone: ( ) - ext ( )
	E-mail:
Street	City State Zip
# of Years Doing Business with Bidder:	Dollar Value of Contract:
Reference Printed or Typed Name:	Reference's Signature:
Official Title:	Date:
PROVIDE SUMMARY OF WORK PROVIDED BY BIDDER:	