

**Contract Number T000595**  
**Between**  
**New York State Department of Financial Services**  
**and**  
**<VENDOR NAME>**  
**for Unbanked Data Production**  
**For the Period**  
**DATE, 20XX THROUGH DATE, 20XX**

This contract is made by and between the **New York State Department of Financial Services** (“Department”), with a place of business at One Commerce Plaza, Albany, NY 12257, and **<VENDOR NAME>** (“Contractor”), with a place of business at **<VENDOR ADDRESS>**,

**WHEREAS**, the Department issued a Request for Quote (RFQ) for Unbanked Data Production; and

**WHEREAS**, the Contractor submitted a proposal to the Department to provide Unbanked Data Production; and

**WHEREAS**, the Department has determined that the Contractor is qualified to provide such services; and

**NOW, THEREFORE**, in consideration of the terms and conditions of this Contract, it is hereby mutually agreed by and between the Department and the Contractor (each individually a “Party” and collectively, the “Parties”), as follows:

**I. SERVICES TO BE PROVIDED**

The Contractor must provide the following:

1. Develop a model to estimate unbanked and underbanked data at the county or lower level in New York State, with emphasis outside of New York City. This model must leverage the FDIC national survey on unbanked households to impute New York household unbankedness and underbankedness onto the American Community Survey, thus allowing for small area estimates disaggregated by select socioeconomic characteristics.
2. Validate, analyze, review, and edit a literature review document, analyzing various existing models that might be workable for this project. The consultant’s analysis will further establish a defensible validity of the proposed model in #1 for estimating the rate of unbanked and underbanked households.
3. Virtual project working group meetings at the discretion of the Department.
4. An executive level presentation on the final developed model potentially in person.

**II. TERM**

The Department hereby engages the Contractor to provide the services outlined in Section I for the duration of this Contract, which shall be one year starting from the date this Contract is fully executed, unless earlier terminated as provided herein.

### III. COMPENSATION

The fees associated with the provision of services by the Contractor shall not exceed \$.

<b>Deliverable Rates</b>	
Final accepted project plan and timeline	\$
Literature review document that defends, explains, and validates the use of the final model	\$
Delivery of the final model	\$
An executive level presentation on the final developed model	\$
<b>Total Firm Fixed Price Cost</b>	<b>\$</b>

No Department employee, including the project manager designated by the Department, has the authority to request that the Contractor perform any additional work beyond the work authorized or described in this Contract (T000595), or to incur additional expenses above the amount set forth in this Contract.

#### A. DELIVERABLE ACCEPTANCE

The Department shall have a twenty (20) business day acceptance period, unless otherwise mutually agreed to by the Department and Contractor, to approve Services and/or Deliverables that conform in all material respects to the Acceptance Criteria. The acceptance period shall begin upon receipt of the emailed Deliverable from Contractor to the Department. Day one shall be counted from and include the first working day following the receipt of the emailed Deliverable to the Department.

Should the Department issue a Letter of Rejection for the submitted Deliverable, the Contractor shall have ten (10) business days (or such other period mutually agreed to by the Department and Contractor) to complete all such corrective actions or changes to correct the deficiencies or nonconformities of the Deliverable. The count of such business days shall begin on the first business day following Contractor's receipt of the Letter of Rejection. Upon completion of the corrected Deliverable, the Contractor shall email the corrected deliverable to the Department.

The Department shall have twenty (20) business days from receipt of the corrected Deliverable to review and to notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this Section. If the Department does not approve of the corrected Deliverable from the Contractor, the Contractor and the Department may mutually agree to further steps to correct outstanding material deficiencies. However, in no event shall the total time allocated for review, correction, and re-review of material deficiencies in the Deliverables, exceed ninety (90) days.

The Department shall have final sign-off responsibility on all Deliverables. Deliverables may be provided concurrently to the Department for review and acceptance in accordance with this Section.

## **B. INVOICING**

The Contractor shall provide complete and accurate itemized invoices, upon services rendered, unless specified otherwise within this Contract, to be reviewed and approved by the Department. Electronic submission of invoices is required, and invoices can be e-mailed to [accountspayable@dfs.ny.gov](mailto:accountspayable@dfs.ny.gov). Invoices shall contain all required information along with all supporting documentation. Payment by the Department will be made in accordance with the New York State Finance Law, upon receipt of such invoices, and upon approval by the Department, in accordance with State procedures and practices. This includes New York State Finance Law § 179-f, which requires the Department to pay Contractor within 30 days of receipt of a proper invoice and provides that Contractor may be entitled to interest if the Department fails to pay Contractor within that time period. Electronic payments are required. Therefore, Contractors must enroll with the Office of the State Comptroller (“OSC”) to authorize electronic payments by logging into the SFS Vendor Portal to complete an online form. If there are any questions, OSC may be contacted by e-mail at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us), or by telephone at 518-474-4032.

## **IV. OWNERSHIP**

Any and all Department communications, records, or documents, whether written, oral, or electronic, or other information of any kind, are confidential. Contractor shall not copy, transmit, deliver, or communicate in any way to any other person or entity any such communications and/or information without the prior written consent of the Department.

All intellectual property created by the Contractor hereunder as a product or service to the Department (the “Deliverables”) shall be the sole and exclusive property of the Department. The Contractor hereby transfers and assigns to the Department all proprietary and intellectual property rights in such property.

All information and materials received hereunder by Contractor from the Department are, and shall remain, the sole and exclusive property of the Department. The Contractor shall have no right, title, or interest in or to any such information or materials by virtue of its use or possession of such information or materials.

Effective upon their creation pursuant to this Contract, the Contractor conveys, assigns, and transfers to the Department the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final, or otherwise, including all trademarks and copyrights. The Contractor hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction, and marketing by or through the Contractor, its agents, employees, or subcontractors. Nothing in this Contract shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Contract in the course of the Contractor’s business.

The Contractor grants to the Department a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Contractor under this Contract.

Any written reports, opinions, or advice rendered by the Contractor shall become the sole and exclusive property of the Department, and the Contractor shall have no right, title, or interest in or to any such information or materials by virtue of its use or possession of such material.

**V. PUBLICITY**

The Contractor shall not prepare or release, or cause to be prepared or released, any public notice or announcement concerning this Contract or performance hereunder. Public notice or announcement includes, but is not limited to, notices published on or in connection with the Contractor's website. The Contractor shall not plan, conduct, or cause to be planned or conducted, or take part in, any news or other conference concerning this Contract, or work performed pursuant to it, without the Department's prior written approval. The Contractor shall not make public or publicize its relationship with the Department, or use the Department's name, without the Department's prior written approval.

**VI. RELATIONSHIP OF PARTIES**

No staff member, officer, director or person employed by Contractor in connection with this Contract shall be considered or deemed to be an employee of the State of New York or represent themselves as an employee of the State of New York.

**VII. CONFLICT OF INTEREST**

Contractor represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Contract.

**VIII. INSURANCE**

Contractor shall procure insurance for liability for damages imposed by law, covering all operations under this Contract, whether performed by the Contractor or by its subcontractors. 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. If the policy is written on a claims made basis, Contractor must provide to the Department proof that the policy provides the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies as applicable. Before commencing work under this Contract, 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 Department; and the Department's Superintendents, officers, agents, and employees as additional insureds under such policy.

## **IX. INDEMINIFICATION AND LIABILITY**

The Contractor assumes all risks in the performance of all its activities authorized by this Contract. The Contractor hereby covenants and agrees to defend, indemnify and hold harmless the People of the State of New York; the New York State Executive Department; the Department; and its Superintendents, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damages or injuries, arising out of this Contract, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents, or occurrences. The Contractor shall be responsible for such liabilities that arise at any time prior to termination of this Contract, whether direct or indirect, and whether caused or contributed to by the Contractor, its subcontractors, agents, or employees. The Contractor's responsibility under this section shall not be limited to the required or available insurance coverage.

## **X. TERMINATION**

The Contractor and the Department may mutually agree, in writing, to terminate this Contract at any time. The Department may also terminate this Contract at any time and for any reason by mailing a written notice to Contractor at least ten (10) days prior to the termination date.

## **XI. CONTRACTOR RESPONSIBILITY**

Contractor shall at all times during the contract term remain responsible. Contractor agrees, if requested by the Superintendent of Financial Services ("Superintendent"), or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Superintendent, or her designee, in her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, if she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Superintendent, or her designee issues a written notice authorizing a resumption of performance under the Contract.

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

Contractor, its subcontractors, agents, and employees shall comply with the terms of Appendix A – Standards Clauses for New York State Contracts, which is attached hereto, incorporated herein by reference, and make a part hereof.

## **XII. REQUIREMENTS AND PROCEDURES FOR M/WBE PARTICIPATION**

### **I. General Provisions**

- A. The Department is required to implement the provisions of New York State Executive Law (“Executive Law”) Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Department, to fully comply and cooperate with Empire State Development (“ESD”) in the implementation of the requirements of Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and woman-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state, or local laws.
- C. Failure to comply with any of the requirements herein may result in a finding of non-responsiveness, non-responsibility, and/or a breach of contract, leading to all the remedies available to the Department pursuant to the Contract and applicable law.

### **II. Contract Goals**

- A. Pursuant to 5 NYCRR § 142.2, the Department has determined that MWBE Contract Goals are not practical, feasible or appropriate for the services required under this Contract. As such, there are no MWBE subcontracting goals for this Contract. Notwithstanding the foregoing, Contractor is still responsible for meeting all requirements of the provisions of Executive Law Article 15-A and 5 NYCRR Parts 140-145.

### **III. Equal Employment Opportunity (EEO)**

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to EEO shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
  - 1. Ensure that each contractor and subcontractor performing work on the Contract undertakes or continues existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Contractor shall submit an EEO policy statement to the Department within seventy-two (72) hours after the date of the notice by the Department to award the Contract to the Contractor.
3. If the Contractor or Subcontractor(s) does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor(s) a model statement (see Attachment #1 - "MWBE Participation and EEO Policy Statement") to the Department along with the signed Contract.
4. The Contractor's EEO policy statement shall include the following language:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status; will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination; and will make and document its conscientious and active efforts to employ and use minority group members and women in its work force.
  - b. The Contractor will state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.
  - c. The Contractor will request that each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
  - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

### C. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be used in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories. The Contractor shall complete the staffing plan form and submit it at the time of award of the contract.

### D. Workforce Utilization Report

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its Subcontractors to submit a Workforce Utilization Report, in Excel format only on a monthly basis for construction contracts over \$100,000, or a quarterly basis for commodities and services contracts over \$25,000, during the term of the contract to [RFP@dfs.ny.gov](mailto:RFP@dfs.ny.gov) by the 10<sup>th</sup> day following each end of month or quarter as applicable.
2. Separate forms shall be completed by Contractor and any Subcontractor.
3. Pursuant to Executive Order #162, Contractors and Subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.

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

## **XIII. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES**

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. The Department recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of Department contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of such veterans' economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors and suppliers, as proteges, or in other partnering or supporting roles. The directory of New York State Certified SDVOBs can be viewed at <https://ogs.ny.gov/veterans/>.



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

#### **XIV. COMPLIANCE WITH PROCUREMENT LAWS**

The requirements of New York State Finance Law Sections 139-j and 139-k are hereby incorporated into this Contract. The Contractor is required to comply with all requirements thereof as found in the Procurement Lobbying Law Information and Forms attached hereto, incorporated in this Contract by reference, and made a part hereof. The Department reserves the right to terminate this Contract in the event it is found that the Procurement Lobbying certifications are found to be intentionally false or intentionally incomplete.

The requirements of New York State Finance Law Sections 8 and 163 regarding Consultant Disclosure are hereby incorporated into this Contract. The Contractor is required to comply with all requirements thereof as found in the Consultant Disclosure Information and Forms attached, incorporated by reference and made a part this Contract.

#### **XV. INFORMATION SECURITY AND CYBER SECURITY REQUIREMENTS**

The Contractor warrants, covenants, and represents that, in the performance of the Contract, the Contractor, its agents, Subcontractors, officers, distributors, resellers, and employees will comply fully with all security procedures of the Department set forth in the Contract, in Appendix C – Information Security & Cyber Security Requirements and in Appendix D – Primary Security and Privacy Mandates, both attached hereto and incorporated herein, or otherwise communicated in advance to the Contractor, including but not limited to physical, facility, documentary, and cyber security rules, procedures, and protocols.

#### **XVI. ETHICS**

Contractors and its 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 this Contract, Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, and relationships, involving New York State and/or its employees. Failure to comply with those provisions may result in termination of contract, and/or other civil or criminal proceedings as required by law.

## **XVII. WORKERS' COMPENSATION & DISABILITY BENEFITS INSURANCE COVERAGE**

New York State Workers' Compensation Law ("WCL") Sections 57, 220 and 230 require the heads of all municipal and state entities to ensure that businesses applying for leases, permits, licenses or contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original issuances and renewals, whether the governmental agency is having the work done or is simply issuing the lease, permit, license or contract. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of the Contract.** Therefore, prior to the Department executing any Contract, the Contractor must submit proof to the Department that it has workers' compensation and disability benefits coverage as required by the WCL, or proof that it is legally exempt from obtaining such coverage in compliance with the WCL. Evidence of coverage must be submitted on one of the forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage to satisfy these statutory requirements.**

Information clarifying the New York State Workers' Compensation Law requirements is available on the New York State Workers' Compensation Board's website, at <https://www.wcb.ny.gov/content/main/Employers/Employers.jsp>.

Proof of compliance for both Worker's Compensation and Disability Benefits Insurance Coverage shall be submitted to the Department along with the signed Contract.

## **XVIII. FORCE MAJEURE**

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Department in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.

The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond thirty (30) days, the parties to the Contract shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the Contract.

The Contractor agrees that in the event of a delay or failure of performance by the Contractor under the Contract due to a force majeure occurrence:

- a. The Department may purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Commodities and Services that are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the Department, or
- b. The Contractor will provide the Department with access to the Commodities and Services first in order to fulfill orders placed before the force majeure event occurred. The Department agrees that it shall accept allocated performance or deliveries during the occurrence of the force majeure event.

Neither the Contractor nor the Department shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Department to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Department where the delay or failure will significantly impair the value of the Contract to the Department, the Department may terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or relative part thereof.

In addition, the Department reserves the right to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances that meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss to the Contractor. In the event of a dispute between the Contractor and the Department, such dispute shall be resolved in accordance with the New York State Office of the State Comptroller's Procedure for Protests; provided, however, that nothing in this clause shall excuse the Contractor from performing in accordance with the Contract as changed.

#### **XIX. ENTIRETY OF AGREEMENT**

This Contract, including all appendices, sets forth the entire agreement and understanding of the parties relating to the subject matter except as to those matters or contracts expressly

incorporated by reference. No covenant, representation, or condition not expressed in this Contract shall be effective to interpret, change, or restrict the express provisions of this Contract. This Contract supersedes any and all prior contracts, whether written or oral, relating to the subject matter. This Contract shall not be amended, changed, assigned, or otherwise modified except in writing signed by both parties.

**XX. GOVERNING LAW**

This Contract shall be governed by the laws of the State of New York, except where the Federal supremacy clause requires otherwise. Any disputes arising out of this Contract shall be heard in a court of competent jurisdiction in the State of New York.

**XXI. ORDER OF PRECEDENCE**

Conflict among the documents shall be resolved in the following order of precedence:

- 1) Appendix A – Standard Clauses for New York State Contracts
- 2) This Contract, including the following:
  - Attachment #1 – MWBE Participation and EEO Policy Statement
  - Attachment #2 – Workforce Utilization Report
  - Attachment #3 – Procurement Lobbying
- 3) Attachment #4 – RFQ# T000595
- 4) Attachment #5 – <VENDOR> proposal

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IN WITNESS WHEREOF, the parties have hereunder signed this Contract on the day and the year appearing with their respective signatures:

**Contract Number T000595  
For: Unbanked Data Production**

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.

<VENDOR>

**NEW YORK STATE DEPARTMENT OF  
FINANCIAL SERVICES**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**CORPORATION ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

SS:

County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared \_\_\_\_\_, to me known and known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he/she reside(s) at \_\_\_\_\_, and further that:

he/she are the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he/she are authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

\_\_\_\_\_  
**Notary Public**

Registration Number: \_\_\_\_\_ State of \_\_\_\_\_

**LLC ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

SS:

County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known and known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he/she resides at \_\_\_\_\_, and further that:

he/she is a duly authorized member of \_\_\_\_\_ LLC, the limited liability company described in said instrument; that, he/she 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/she 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 Number: \_\_\_\_\_ State of \_\_\_\_\_

**LLP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

SS.:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for himself/herself/themselves depose and say that he/she/they is/are a member of the partnership of \_\_\_\_\_, and that he/she/they executed

the foregoing instrument in the partnership name of \_\_\_\_\_, and that he/she/they had authority to sign the same, and he/she/they did duly acknowledge to me that he/she/they executed the same as the act and deed of said partnership of \_\_\_\_\_, for the uses and purposes

mentioned therein.

\_\_\_\_\_  
Notary Public

Registration Number: \_\_\_\_\_ State of \_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
SS: \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared

\_\_\_\_\_, to me known and known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he/she resides at \_\_\_\_\_, and further that: \_\_\_\_\_, and further that: he/she executed the foregoing instrument in his/her name and on his/her own behalf.

**Notary Public** \_\_\_\_\_

**Registration Number:** \_\_\_\_\_ **State of** \_\_\_\_\_

SAMPLE