



## Division of the Budget

### REQUEST FOR PROPOSALS

#### **FEDERAL SINGLE AUDIT FOR THE STATE OF NEW YORK**

The purpose of this Request for Proposals (RFP) is to solicit proposals and award a contract to a qualified independent certified public accounting firm to provide auditing services to fulfill the requirements of the Federal Single Audit Act as amended in 1996 and the Uniform Guidance (2 CFR Part 200). The Firm selected for this engagement will conduct New York State's (State) Single Audit for the State fiscal years (SFY) ending March 31, 2026, 2027, 2028, 2029, and 2030 under a five-year contract.

This RFP also outlines the terms and conditions, and all applicable information required for submission of a proposal. To prevent possible disqualification and to ensure compliance with the requirements of the RFP, Firms should pay strict attention to the proposal submission deadline and follow the format and instructions contained in this document.

Date	Event
May 6, 2025	Issuance of Request for Proposals
<b>May 16, 2025 by 12:00 PM ET</b>	<b>Firm Inquiries Due</b>
On or about May 23, 2025	Division's Response to Firm Inquiries
<b>July 1, 2025 by 12:00 PM ET</b>	<b>Proposal Submission Deadline</b>
Week of July 23, 2025	Finalist Interviews
August 2025	Proposal Evaluation and Selection
March 2026	Anticipated Contract Start Date

The Division reserves the right to change any of the dates stated in this RFP.

**MWBE Goal:** 30% participation goal (15% MBE, 15% WBE)

**SDVOB Goal:** 0% participation

**Anticipated Contract Term:** 5 Years

The procurement is in a restricted period from the date this RFP is issued until the contract has been approved. All contacts/inquiries shall be made by email to the following address: [Contracts@budget.ny.gov](mailto:Contracts@budget.ny.gov). Designated Contacts for this Procurement:

Director of Procurement: Michelle Heaslip  
Contracts Officer: Roxanne West  
Contract Administrator: Heidi Tyler  
Additional Contacts: Barbara Farley

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# 1 Scope

## 1.1 Background - Division of the Budget

The New York State Division of the Budget (DOB or Division) is responsible for assisting the Governor in the development of the Executive Budget and serves as the Governor's primary advisor on fiscal matters such as local government and public authority finances. DOB manages program and policy delivery outcomes and has oversight of agency performance, with an enhanced emphasis on governance. The synthesis of management and budget functions within DOB ensures that the policies, programs and projects contained in the Budget are delivered in a timely, cost-effective manner.

## 1.2 Overview

New York State (the State) is required by Congress to arrange for and submit to the Federal government an annual, independent financial and compliance audit ("financial statements and financial-related audit" or "Single Audit") of its expenditures of Federal funds by State-administered Federal financial assistance programs originally defined in the Federal Single Audit Act of 1984 (31 USC 7501 *et seq.*), then superseded by the Federal Single Audit Amendments of 1996 (P.L.104-156), and finally superseded by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) available on-line at: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

Additional audit guidance is provided by the Office of Management and Budget (OMB) and by the latest update to OMB Compliance Supplement available on-line at: <https://www.fac.gov/compliance/>. Modified guidance and updates can be found in 2 CFR 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* available on-line at: <https://www.federalregister.gov/documents/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

For purposes of the Single Audit, the State of New York is defined as the agencies, departments, and other entities of the executive, legislative, and judicial branches of the New York State government, with the exceptions of the State-administered retirement systems, certain public benefit corporations, the State Lottery and the City University of New York (see Appendix G, the "Schedule of Expenditures of Federal Awards").

Interested Firms should note that the following Public Benefit Corporations are currently included in this engagement: the Battery Park City Authority, the Dormitory Authority, the Energy Research and Development Authority, Higher Education Services Corporation and the Housing Trust Fund Corporation. Other Public Benefit Corporations may be included in the engagement at a later date pursuant to negotiations with the Division.

New York State's Single Audit review encompasses nearly \$115.8 billion in Federal financial assistance. Historically, more than 70 percent of the funds are accounted for by the ~20 major Federal assistance programs, with the remainder involving approximately 400 additional Federal programs. The accompanying notes to the *Schedule of Expenditures of Federal Awards* (Appendix G) contain important information regarding how these data are presented for Single Audit purposes.

Major Federal assistance programs were concentrated in 13 State entities for SFY 2023-24. Portions of funds under certain Federal programs were suballocated by the recipient State agency to other State agencies. Other subrecipients are outside the scope of this engagement.

The selected Firm may be required to perform field work in the Capital District, New York City and the State University of New York (SUNY) campuses in Albany, Binghamton, Buffalo, Stony Brook, or elsewhere as directed by the Division. Auditing and reporting of SUNY's Federal program expenditures are within the scope of this engagement.

OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule (Uniform Guidance) Compliance Supplement places additional responsibilities on State auditors for auditing information systems that support Federal program eligibility determination and reporting processes. These automated systems have built-in controls that make determinations for Federally funded programs, and Federal agencies must be assured that such systems are operating effectively. The Single Audit is the primary vehicle for such determinations. Therefore, it is essential that these automated systems be audited, where appropriate, to ensure that the Single Audit meets Federal requirements.

The Single Audit Data Collection Form requires that the State accurately report on the use of Unique Entity Identifier (UEI) numbers. State agencies are responsible for the accuracy of UEI numbers included in the State's Single Audit, as are public authorities electing to be covered by the State's Single Audit. The auditor will be expected to assist the State in accurately listing all agency and authority UEI numbers on the Single Audit Data Collection Form.

### **1.3 Relationship between the State's Financial Statement Reporting and Reporting to meet Single Audit Requirements**

The State's Single Audit is closely related to an audit of the State's financial statements which is conducted under contract by the Office of the State Comptroller (OSC) pursuant to Section 122-a of the State Finance Law. Reporting for the financial statements audit serves as the reporting used to comply with the Federal Single Audit requirements.

The Federal Single Audit Act, as interpreted by the American Institute of Certified Public Accountants (AICPA) audit and accounting guide, *Audits of State and Local Governmental Units*, requires the State to submit the following reports:

1. Financial Statements;
2. Internal controls (both accounting and administrative) at the financial statements level;
3. Internal controls (both accounting and administrative) at the Federal program level;
4. Compliance at the financial statements level;
5. Schedule of Expenditures of Federal Awards;
6. Compliance at the Federal program level;
7. Summary Schedule of Prior Audit Findings; and
8. Data Collection Form.

OSC engages an independent auditor to audit and report on the State's financial statements and on internal controls at the financial statements level (the first and second reports cited above). The State must submit these reports to the Federal government as part of the Single Audit documents. The most recent report is available on-line at: <https://www.osc.ny.gov/files/reports/finance/pdf/annual-comprehensive-financial-report-2024.pdf>.

The State's Single Audit Contractor will be responsible for issuing reports numbered three through eight listed above. In the event that the Contractor also has been selected to perform the financial statements audit, governmental auditing standards permit consolidations of financial statements-level reporting into

a single report on compliance together with the required Federal program level reporting (number six above). If a Firm other than the financial statements auditor is selected to perform the Single Audit, the Firm would build upon the financial statements-level audit work, available during the summer of each year, to prepare reports numbered three through eight to enable the State to meet the Act's compliance reporting requirements.

#### **1.4 Services Required**

The Division is requesting proposals from qualified independent accounting firms to fulfill the requirements of the Federal Single Audit Act. The independent auditor engaged will be responsible, solely and directly, to the Single Audit Project Director designated by the Director of the Budget for the execution of the contract and rendering of all reports and other required deliverables.

#### **Conducting the Audit in Accordance with 1996 Amendments and the Uniform Guidance (CFR Part 200)**

The auditor selected for this engagement is expected to conduct the Single Audit to fully meet all requirements as set forth in the Federal Single Audit Amendments of 1996, the Uniform Guidance (2 CFR 200) and all applicable Federal rules and regulations. The Single Audit report must be completed within a time frame that allows the Division to meet the nine-month reporting package requirement which, in New York State's case, requires submission of the Single Audit reporting package to the Federal government by December 31 of each year.

#### **Single Audit Proposal Reporting Requirements**

The successful Firm for the Single Audit engagement will be required to perform the tasks that include, but are not limited to, the following:

1. Analyze, test and report on compliance by the State with Federal laws and regulations in accordance with the financial statements.
2. Examine and report on the Schedule of Expenditures of Federal Awards consistent with appropriate auditing standards.
3. Perform tests and report on the State's compliance with Federal laws and regulations pertaining to major and non-major programs and report the results of such tests as appropriate, consistent with the Single Audit Act and the applicable auditing standards.
4. Study, evaluate, and report on the internal accounting and administrative controls used by the State in administering major and non-major Federal financial assistance programs and report the results of such study and evaluation consistent with appropriate auditing standards.
5. Report on prior year findings and follow-up status reports.

The Firm may be required to brief Division personnel and provide advice in dealing with subsequent changes in requirements governing the Single Audit.

The Firm may be required to provide training on subrecipient monitoring, revisions to the Compliance Supplement, and other topics related to the Single Audit to personnel of State pass-through entities and major subrecipients. The Division may record trainings for internal use.

The State's annual Single Audit determines and reports on:

1. The financial statements represent compliance with laws and regulations that may have a material effect on the financial statements.
2. The State has complied with Federal and State laws and regulations that may have a material effect on each major Federal financial assistance program. For the purposes of the engagement, a risk-based approach will determine which Type A and Type B Federal programs will be considered major programs and subject to testing. For reference, see *Summary of Major New York State Programs for SFY Ended 3/31/24* by Assistance Listing Number (ALN) in Appendix F.
3. All instances of noncompliance resulting from testing major and non-major program transactions are identified and a schedule of findings and questioned costs has been issued.
4. The State has reported fully all Federal funds received and expended by program. The auditor will examine and prepare a report on the *Schedule of Expenditures of Federal Awards*, issued by the Office of the State Comptroller, to satisfy this requirement. (See *Schedule of Expenditures of Federal Awards* and related Notes for SFY ended 3/31/24 as prepared by OSC in Appendix G).
5. The State has established internal control systems to provide reasonable assurance that Federal funds are managed in compliance with applicable laws and regulations.

### **Interim Deliverables**

The selected Firm is expected to provide interim deliverables that include, but are not limited to, the following:

1. A Draft Annual Audit Plan subject to review and approval of the Division on or before April 1 of each year of the contract, for the SFY 2026, 2027, 2028, 2029, and 2030 engagements.
2. Draft agency-specific findings as the basis for the auditors' exit conferences with appropriate State agency staff and Division personnel.
3. Final draft statewide reports for the Division's distribution among State agencies to facilitate their preparation of formal agency responses to audit findings and recommendations. The Division compiles the responses in the required Corrective Action Plan which must be forwarded, as part of the audit reporting package to the Federal government by December 31 of each year.
4. Special reports to the Division Project Director of audit hours (by State agency and by Federal program) and other billing information required to facilitate the appropriate direct charging to Federal programs for Single Audit costs under the contract with the Division.
5. Advice on identifying significant findings.
6. Other interim deliverables agreed upon during contract negotiations to facilitate the conduct of the field work.

## **Timetable for Completing the Audit Reporting Package**

### **1. Detailed Audit Plan and Programs:**

For State fiscal years (SFY) ending March 31, 2026, 2027, 2028, 2029, and 2030 respectively, the successful Firm should provide the Division its final detailed audit plan by **April 1** of each year, respectively.

### **2. Draft Report:**

For SFYs ending March 31, 2026, 2027, 2028, 2029, and 2030, respectively, the Firm shall provide a draft audit report for review to the Division by **October 1** of each year, respectively. The Division Project Director will provide the Firm with comments in response to the draft report.

### **3. Progress Requirements:**

The Firm and the Division Project Director will meet biweekly to review audit progress.

### **4. Draft and Final Report Deadlines**

The Division Project Director and management staff will complete their review of the draft report as expeditiously as possible. During that period, Firm representatives should be available for such meetings as the Division Project Director desires to fully comprehend the audit report. Once the Division Project Director indicates all open issues for discussion are resolved, the final draft report should be delivered to the Division Project Director at a date agreed upon with the Project Director.

## **Disposition of Findings and Final Deliverables**

With regards to findings and final deliverables, the Firm will provide the Division with five (5) printed copies of each report, though additional printed copies maybe required. In addition, reports should be provided in both PDF and Microsoft Word format.

Five printed copies of the final signed report for SFYs ending March 31, 2026, 2027, 2028, 2029, and 2030 respectively, must be delivered to the Division Project Director in sufficient time for the reporting package to be submitted to the Federal government by December 31, 2026, 2027, 2028, 2029, and 2030. The Firm and Division Project Director will agree on a due date for the final signed report in each contract year.

## **Additional Related Services**

### **Changes to Reporting and Auditing Standards**

The Firm shall also be responsible for alerting the Division to proposed changes in Federal financial reporting or professional auditing standards, analyzing the impact of such proposed changes, assisting the Division in drafting responses to proposed Federal regulatory changes, and identifying specific issues likely to affect the conduct of Single Audit work specifically and/or State agencies use of Federal funds generally. Related activities may include, upon the Division's request, meetings with the U.S. Department of Health and Human Services as the State's Federal cognizant agency for the Single Audit, and representatives of the U.S. Government Accountability Office (GAO), other Federal agencies, and State oversight groups.

## Opportunities for Management Improvement

During its performance of the Federal Single Audit, the Firm may identify opportunities for management improvement. In such cases, the Firm shall assist the Division in identifying opportunities to save the State money, enhance program management, increase productivity, improve subrecipient monitoring practices in the pass-through entities, as well as identifying additional funding opportunities for which the State might be eligible.

## 2 Proposal Requirements

The Firm should submit a proposal which clearly and concisely provides all of the information requested. A complete proposal for this RFP comprises three (3) separate proposals: Technical, Cost, and Administrative.

- **Technical Proposal** – The purpose of the Technical Proposal is for the Firm to demonstrate their qualifications, competence and capacity to undertake the engagement described herein.
- **Cost Proposal** – The Cost Proposal is the fee the Firm will charge the Division for the services described in this RFP.
- **Administrative Proposal** – The Administrative Proposal contains standard requirements by which the Firm must agree to abide, information requested by the Division in connection with these requirements, and additional forms to be completed by the Firm.

### 2.1 Technical Proposal

The Technical Proposal should specifically detail the Firm's experience and qualifications in providing the services sought by the Division. **Please note, in the Technical Proposal, Firms should not include any information related to their cost or the amount proposed for this RFP.**

Below is a listing of the technical information to be provided by the Firm. Firms must keep the Technical Proposal to a maximum of 30 pages (not including table of contents, resumes, letters of reference, Appendix D & E, sample audit report, peer review reports, and Governmental Accounting Standards Board documents).

#### A. Table of Contents

The table of contents should clearly identify the location of all material within the proposal by section and page number.

#### B. Executive Summary

An Executive Summary highlighting significant aspects of the Technical Proposal.

#### C. Minimum Qualifications of the Auditor

Firms must sign Appendix D: Minimum Qualifications Attestation Form indicating it meets all requirements identified below:

1. The Firm's staff managing the project (Engagement Partner, Audit Manager, and Audit Team Leads) are properly licensed by New York State for public practice as a certified public accountant or as a public accountant consistent with generally accepted governmental auditing standards (GAGAS).
2. The Firm meets the independence requirements of the 2024 Government Auditing Standards: (latest electronic version available on-line at <http://www.gao.gov/>) as revised by the U.S. Government Accountability Office.

**Proposals that do not include a completed Appendix D: Minimum Qualifications Attestation Form will be found non-responsive and will not be evaluated.**

## **D. Specific Audit Plan and Approach**

In this section of the Technical Proposal, Firms should demonstrate their competence and capacity to undertake an independent audit of the New York State government's compliance with applicable laws and regulations, generally accepted government auditing standards and the requirements of the RFP by providing the following information:

### **Audit Plan**

1. Provide a proposed audit plan describing the recommended technical approach for accomplishing the work outlined in Section 1.4 "Services Required". Information included in this section should demonstrate the Firm's understanding of the effort, skills and process necessary for the successful completion of the project. A timeline of performing the Single Audit should be provided.
2. The plan should detail how the Firm intends to utilize its personnel and manage its activities, including any work to be carried out by a subcontractor, during the engagement.
3. The plan should provide a list of deliverable items and estimated dates for those deliverables to be completed.
4. Provide a proposed plan for biweekly progress meetings or submittal of reports to brief the Division Project Director on the status of the audits, problems which may have occurred in completing the audits, and upcoming activities of the auditor related to this audit engagement. Additional meetings may be scheduled as needed for effective execution of the engagement.
5. The auditing Firm should demonstrate how it intends to work with State agencies to minimize repeat findings. The Division monitors the resolution of significant audit findings. The proposal should demonstrate how the Firm will assist the Division in monitoring the resolution of significant audit findings.

### **Audit Approach**

1. Relationship to the Financial Statement Audit:

Demonstrate how the Firm's auditing and reporting for Single Audit will rely upon and avoid duplication with the financial statement level work (see Section 1.3, Relationship between the

State's Financial Statement Reporting and Reporting to meet the Single Audit Requirements) and how the Firm will coordinate auditing and reporting for Single Audit with the financial statement work.

2. Federal Government Acceptance and Quality Control Review:

Describe how the Firm will ensure that the State's Single Audit reports are accepted by the Federal government and approved by Federal Quality Control Reviewers or other Federal officials. Periodically, the Federal government conducts quality control reviews (QCR) of Single Audit reports. The Firm shall take all appropriate actions to ensure that the State receives an unqualified QCR. Any additional work required to achieve this objective shall be conducted within the all-inclusive costs set out in the approved contract

3. Applicable Auditing Standards - Other Federal Publications Pertinent to the Audit Engagement:

In meeting the Division's audit engagement objectives, the Firm should attest that and demonstrate how audits and reports will be prepared in accordance with the following legal requirements and professional auditing standards, as applicable, and any other laws and standards that may be applicable. Such audits and reports shall not include a review of economy and efficiency or program results. Moreover, the Firm should demonstrate that it will incorporate all relevant requirements and standards applicable to the engagement as a result of ongoing revisions to Single Audit requirements.

- a. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule (Uniform Guidance).
- b. Standards for financial and finance-related audits contained in the *Standards for Audits of Governmental Organizations, Programs, Activities, and Functions* as revised by the U.S. Government Accountability Office in 2024 (GAO Government Auditing Standards).
- c. Generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA).
- d. The AICPA audit and accounting guide, *State and Local Governments*.
- e. *Compliance Auditing Considerations in Audits of Governmental Entities and Recipients of Governmental Financial Assistance* (AS 6110).
- f. AICPA Statement of Position (SOP) 98-3 *Audits of State, Local Governments, and Not-for-Profit Organizations Receiving Federal Awards*.
- g. Any other applicable auditing standards including those pertaining to the proposed study and evaluation of internal accounting and administrative controls as may be identified in the Firm's response to this RFP.

The proposed audit approach should address how the following Federal publications will be applied to the audit engagement:

- a. Code of Federal Regulations (CFR).

- b. Assistance Listing Number (ALN).
- c. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule (Uniform Guidance).
- d. U.S. Treasury Circular 1075 ("Letter of Credit" requirements).

## E. Staff Experience and Qualifications

In this section of the Technical Proposal, Firms should demonstrate that the proposed staff have the knowledge and ability to perform the services described in the RFP.

1. Supply a project organization chart, with names and titles of the individuals to be assigned to the project. Firms should identify the Engagement Partner, Audit Manager, Audit Team Leads, IT Audit Team Leads, and other staff including any and all subcontractors to be assigned to the engagement consistent with the title definitions in the Cost Proposal Form (Form 1) of the RFP. For each subcontractor(s) staff member, identify the name of the subcontractor(s) and NYS MWBE or SDVOB certification, if any. Provide a thorough description of each staff member's (both prime contractor and subcontractor) capacity to undertake and successfully complete a project of this size and complexity.
2. Discuss how the team was assembled and how the work will be completed. Include a description of the subcontractor's past work for the Firm, if any, and how the Firm will monitor the work performed by the subcontractor.
3. In an appendix of the Firm's Technical Proposal, please include resumes for all members of the team, including subcontract personnel who are likely to work on the project. Indicate the New York State CPA licensure status of each staff person. Resumes do not count toward the 30-page limit.
4. Provide a Schedule of Staff Classifications by Hours for each year of the audit utilizing Appendix E. **There should be no dollar unit or cost information included in the Technical Proposal document.**
5. Provide a statement about staff availability addressing the following:
  2. If selected, will the staff proposed be available for the duration of the contract?
  3. If certain staff will not be available for the entire contract period, how will such potential staff turnover affect the engagement?

Firm should be aware that replacement staff are subject to the approval of the Division during the contract term.

6. Provide statement confirming the Firm's commitment to on-site engagements with agency staff in the Capital District, New York City, Binghamton, Buffalo, Stony Brook and surrounding locations if and when required by the Division.

## F. Firm Experience and Qualifications

In this section of the Technical Proposal, Firms should demonstrate relevant experience by providing the following:

1. A summary of the Firm's technical expertise that describes the unique capabilities of the Firm. This narrative should discuss the Firm's ability to provide successful and timely auditing services to the Division as well as a discussion of the Firm's approach to project management. In this section the Firm should provide a description of the size and range of activities performed by the Firm, the size of the Firm's governmental audit staff, the location of the office from which the work on this engagement is to be accomplished, and the number of qualified professional staff employed by the firm, but not proposed specifically for this engagement.
2. A detailed description of the direct prior experience of the Firm, conducting Single Audits in accordance with The Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and OMB Circular A-133 and/or auditing State-administered Federal assistance programs, the results of any Quality Control Reviews, and a statement of how this experience will be applied to the Single Audit engagement. Specifically, Firms should detail three similar engagements, within the last five (5) years, of actual client projects that demonstrate the depth and breadth of the Firm's expertise and experience, including a description of the direct prior experience of your Firm with local governments and other providers in New York State or other comparable states and how this experience might be applied in this audit engagement.

For each of the three client projects, please indicate the following:

- a. Name of client organization
  - b. Role of the Firm
  - c. Type of client (e.g., government entity (local, State, Federal), private company, etc.)
  - d. Project description
  - e. Project duration including start/end dates
  - f. Number of Firm staff (FTEs) involved
  - g. Any other information regarding the project that would assist the Division in determining the success experienced by the client
3. Indicate how the Firm's quality assurance program will be applied to the proposed Single Audit engagement. Other general but pertinent qualitative information about the Firm, including a description of its training activities, its quality control systems relevant to governmental auditing, and evidence of experience and sophistication in utilizing advanced auditing techniques, including computer auditing.
  4. Demonstrate that the Firm possesses the ability to provide additional services related to proposed changes in Federal financial reporting or professional auditing standards that are likely to affect the conduct of Single Audit work specifically and/or State agencies use of Federal funds generally.
  5. Include a sample audit report resulting from one of the similar engagements as described in Section 2 above. The sample audit report will not count towards the 30-page limit.
  6. Attach as an appendix to the Technical Proposal, copies of the Firm's latest peer review report(s) along with any other material that would facilitate evaluation of the Firm. Also, attach as an

appendix, copies of the Firm's most recent comments on various Governmental Accounting Standards Board documents (Exposure Drafts and Discussion Memorandums). The peer review report will not count towards the 30-page limit.

## **E. Reference Letters**

Firms are asked to supply the Division with letters of reference for the following:

1. At least two (2) of the Firm's engagements described above;
2. One (1) letter of reference for the proposed Engagement Partner; and
3. One (1) letter of reference for the proposed Audit Manager.

Reference letters should include the name, address and contact information of the Client. Client should include a brief description of the type and scope of services of the engagement, as well as the term and quality of work performed during the engagement. **Firms are instructed to submit no more than four (4) reference letters. Any letters in excess of four will not be considered for evaluation.**

The Division may seek additional information from references regarding subjects that may include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFP, and the responsiveness of the Firm to the client during the project.

Considering the criteria, any missing letters of reference or the inability to contact a Firm or staff reference provided by a Firm will not be looked upon favorably and may result in a reduction of points.

## **2.2 Cost Proposal**

Among the selection criteria is the fee the Firm will charge the Division for the services described in this RFP. The Cost Proposal is an integral component of a Firm's three-part submission. The Cost Proposal Form (Form 1) must be completed in its entirety according to the instructions included in Form 1. **Proposals with a fee format different from the format indicated in Form 1 will be deemed non-responsive and the entire proposal will not be considered for evaluation or award.**

### Compensation

Compensation for the scope of work described in this RFP shall be based upon the not-to-exceed cost for each Audit Year and hourly rates included in the selected Firm's cost proposal. The selected Firm shall submit a monthly invoice identifying the services provided and supporting breakdown of cost, including staff member name, contract title, contract hourly rate, hours worked, and calculated total cost. The selected Firm shall include only actual hours worked. Rates in excess of the contract hourly rates are not allowed.

### Manner of Payment

Payment of the successful Firm will be based upon the fees stipulated in the Contract. The Division will compensate the successful Firm following submission of an approvable invoice according to the contract. Payments to the selected Firm will be made only for actual hours worked, and will not exceed the proposed total cost for each Audit Year. For each Audit Year, the Division will withhold retainage in the amount of ten percent (10%) from each invoice, until Federal government approval is secured. Once Federal government approval is received, the Firm will submit a separate invoice for the retainage amount.

The State of New York is not liable for any costs incurred by a Firm in the preparation and/or production of any proposal, or for any work performed prior to the execution of a formal contract.

## 2.3 Administrative Proposal

The Administrative Proposal contains standard requirements by which the Firm must agree to abide, information requested by the Division in connection with these requirements, and additional forms to be completed by the Firm. Firms should complete and submit the administrative forms listed below:

- **Form 2:** The Firm Information and Attestation, which will be considered an integral part of the Proposal, should be signed and submitted with the Administrative Proposal. The Firm Information and Attestation should be signed by an individual authorized to contractually bind the Firm. A proposal with an unsigned Firm Information and Attestation page may be rejected. **Modified forms will not be accepted.**
- **Form 3:** Non-Collusive Bidding Certification. This form should be signed and submitted with the Administrative Proposal.
- **Form 4:** Firm Assurances of No Conflict of Interest or Detrimental Effect. This form must be signed by an authorized executive or legal representative and should be submitted with the Administrative Proposal. **Modified forms will not be accepted.**
- **Form 5:** Article 15-A Requirements. Complete and submit the following with the Administrative Proposal:
  - Form 5.1 – Workforce Composition Form.
  - Form 5.2 – Firm’s intended Utilization Plan for MWBE subcontractor participation. The successful Firm will be required to formally submit the Utilization Plan within three days of notification of selection.
  - Form 5.3 – Notice of Intent to Participate.
  - Form 5.4 – Equal Employment Opportunity Policy Statement – If Firm, or any of its subcontractors, does not have an existing EEO policy statement, the Division may require the Firm or subcontractor to adopt the attached model statement.
  - Form 5.5 – Request for Waiver Form.
- **Form 6:** MWBE Diversity Practices. Complete and submit the following with the Administrative Proposal:
  - Form 6.1 – Responses to Diversity Practices Questionnaire, including documentation.
- **Form 7:** A Vendor Responsibility Questionnaire should be certified and filed by the proposal submission deadline. The Vendor Responsibility determination is required for review and approval of the contract by the State Comptroller’s Office. Firms should file online with the New York State VendRep System, or submit a paper Questionnaire.

For any subcontract in excess of \$100,000, a Vendor Responsibility Questionnaire should be completed by the subcontractor and certified and filed by the proposal submission deadline. Subcontractor firms should file online with the New York State VendRep System, or submit a paper Questionnaire with the Firm’s proposal.

- **Form 8:** Procurement Lobbying Form should be completed and submitted with the Administrative Proposal confirming and certifying compliance with the Procurement Lobbying Law, including disclosure of any findings of non-responsibility. **Modified forms will not be accepted.**
- **Form 9:** Disclosure of Pending or Prior Lawsuits, Conflicts of Interest, or Investigations or Disciplinary Actions Form should be completed and submitted with the Administrative Proposal.
- **Form 10:** Freedom of Information Law Redaction Request form should be submitted with the Administrative Proposal. If there is specific information in a Firm's proposal that a Firm claims to be proprietary and/or trade secret information that meets the definition set forth in Section 87(2)(d), the Firm should provide a letter in its Administrative Proposal outlining any specific concerns regarding disclosure under the New York State Freedom of Information Law (Article 6 of the Public Officers Law).
- **Form 11:** Executive Order No. 177 should be completed and submitted with the Administrative Proposal.
- **Form 12:** Sexual Harassment Prevention Certification. This form should be signed and submitted with the Administrative Proposal.
- **Form 13:** Executive Order No. 16 Certification. This form should be completed, signed and submitted with the Administrative Proposal

## 2.4 Firm Inquiries/Revisions to this RFP

Questions or requests for clarification regarding this RFP should be submitted via email, citing the RFP page and section, by 12:00 P.M. ET on Friday, May 16, 2025 to [contracts@budget.ny.gov](mailto:contracts@budget.ny.gov). Questions will not be accepted orally and any question received after the deadline may not be answered. The comprehensive list of questions/requests for clarifications and the official responses will be posted to the Division's website and notice of such posting will be sent to all Firms who have been furnished this RFP by the Division.

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be made by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

Further, if a Firm discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, immediately notify the contacts listed on the cover page of such error and request clarification or modification to the document. The Division shall make RFP modifications by addendum, provided that any such modifications would not materially benefit or disadvantage any particular Firm. Such clarification will be given by written notice to all parties who have been furnished an RFP by the Division.

If a Firm fails to notify the Division of a known error, or an error that reasonably should have been known, prior to the proposal submission deadline, the Firm shall assume the risk. If awarded the contract, the Firm shall not be entitled to additional compensation or time by reason of the error or its late correction.

There are no designated dates for the release of addenda. Therefore, interested Firms should check the Division's website on a daily basis from time of RFP issuance through bid opening. It is the sole responsibility of the Firm to be knowledgeable of all addenda related to this procurement.

All RFP addenda will be issued on the Division's website at the following address: [www.budget.ny.gov/contract/index.html](http://www.budget.ny.gov/contract/index.html).

## 2.5 Submission of a Complete Three-Part Proposal

Firms must submit via email a searchable, electronic version of their proposal (A Proposal Checklist is located in Appendix C to assist Firms in compilation of proposals). **No hardcopy proposals will be accepted.** The email subject line should identify the RFP and be sent to [contracts@budget.ny.gov](mailto:contracts@budget.ny.gov) by the deadline outlined below.

1. Proposals should be addressed to:

Michelle Heaslip  
New York State Division of the Budget  
State Capitol, Room 129  
Albany, NY 12224

2. Submission of proposals in a manner other than as described in these instructions will not be accepted. ***Late proposals will not be considered for award.***
3. A complete package (Technical, Cost, and Administrative Proposals) must be received by **12:00 P.M. ET on Tuesday, July 1, 2025.**

## 2.6 Proposal Ownership

All proposals and accompanying documentation become the property of the State of New York and will not be returned. The Division reserves the right to use any portions of the Firm's proposal not specifically noted as proprietary.

## 3 Evaluation Process

### 3.1 General Information

The Division will evaluate each proposal based on the "Best Value" concept. This means that the proposal that "optimizes quality, cost, and efficiency among responsive and responsible Firms", shall be selected for award (State Finance Law, Article 11, § 163).

During the evaluation process, the Division may require clarifying information from a Firm. If specific sections of the written proposal require clarification, the Division will identify the section(s) and information requested in writing. The Firm should respond by the deadline stated in the correspondence. In addition, the Division may use the proposal, information obtained through any interviews, and the Division's own investigation of a Firm's qualifications, experience, ability or financial standing, and any other material or information submitted by the Firm in the course of evaluation and selection under this RFP. The State reserves the right to contact other sources not necessarily identified in the proposal to obtain information.

### 3.2 Submission Review

The Division's Contracts Office will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in Section 2 of this RFP. Proposals that are materially deficient in meeting the submission requirements or have

omitted material documents, in the sole opinion of the Division, may be rejected. All proposals passing the submission review will be evaluated.

### **3.3 Evaluation and Scoring**

#### **Technical Evaluation (66.5 Points)**

An Evaluation Panel will independently score each Technical Proposal that meets the submission requirements of this RFP. Evaluation Panel members will score Technical Proposals to identify Firms with the highest probability of satisfactorily providing the services described in Section 1.4 of this RFP. Evaluations will be based on the Firm's demonstration of its ability to provide the services required through its Technical Proposal. Individual Panel member scores will be averaged to calculate a technical score for each responsive Firm.

#### **MWBE Diversity Practices (3.5 Points)**

MWBE Diversity Practices will be evaluated based upon the Firm's responses to the Questionnaire developed by the New York State Division of Minority and Women's Business Development, and found in Form 6.1. This Questionnaire consists of eight (8) questions for Firms to answer. Some questions request supporting documentation to support certain answers. Additional scoring information for diversity practices can be found in Form 6.2.

#### **Cost Evaluation (30 Points)**

The Division's Contracts Office will examine the Cost Proposal (Form 1), and review it for responsiveness to cost requirements. If a Cost Proposal is found to be non-responsive, that proposal will be eliminated from consideration. All complete, responsive proposals will receive a cost score.

Cost proposals will be evaluated on a pre-determined formula using the information provided in Form 1. The maximum score (30 points) will be allocated to the proposal with the lowest cost according to this formula. All other proposals will receive a proportionate score to the proposal with the lowest cost, according to the following formula:

Cost points awarded = (30 potential points) X (Low Bid / Firm's Bid)

#### **Finalists and Interviews**

An initial composite score for each responsive Firm will be calculated by adding the Technical Proposal points, MWBE Diversity Practices points, and Cost Proposal points. The Finalist Firms will be the Firms with the three highest initial composite scores and any Firms within ten percent of the average initial composite score of the top-three ranked Firms.

Finalists will be notified of the date, virtual meeting information, and time of their interview. The interview will be designed to allow finalists to demonstrate their ability to provide the required services. The proposed Engagement Partner, Audit Manager, and Audit Team Leads, as well as other key personnel who would be responsible for providing the required services, should be present and participate in the interview.

Further information with regard to the format of this stage of the evaluation may be provided to the Firm prior to the interview. The interview should substantiate the characteristics and attributes claimed by the Firm in the written response to the RFP. Technical scores may be revised based on the information gained from Finalist interviews. However, the interviews will not be an opportunity to cure material omissions in Firms' proposals and are not a substitute for a well-written proposal.

In the event that there is only one Finalist Firm, the Division may choose to forego the interview at its discretion.

## **Final Composite Score**

The final composite score for each responsive Firm will be calculated by adding the final Technical Proposal points, MWBE Diversity Practices points, and Cost Proposal points for each Firm. The Firm with the highest final composite score will be identified and selected as the successful Firm.

## **4 Award of Contract/Debriefing**

### **4.1 Contract Award**

The Division expects to award one contract as a result of this RFP. However, the Division reserves the right to not award a contract, at its sole discretion.

1. Notification of selection/non-selection will be sent to Firms by email.
2. Contract award is subject to approval of the Office of the Attorney General and the Office of the State Comptroller.
3. Upon contract award, public announcements or news releases pertaining to the contract shall not be made without the prior written consent of the Division.
4. Upon notification of selection, the following administrative forms will be required:
  - State Finance Law Section 163(4) (g) imposes certain reporting requirements on contractors doing business with New York State. Concerning these reporting requirements, the selected Firm agrees to complete and submit an initial planned employment data report. The selected Firm also agrees to submit an annual employment report by May 15 of each year of the contract.
  - A Sales Tax Certification is required for review and approval of the contract by the Comptroller's Office.
  - Proof of Workers' Compensation and Disability Insurance as required by Sections 57 and 220 of the New York State Workers' Compensation Law (WCL).

These forms can be reviewed in Appendix B (Sample Contract/Post Award Forms) of the RFP.

### **4.2 Debriefings**

Unsuccessful Firms shall be notified upon the Division's selection of a Contractor. Consistent with New York State Finance Law §163, Firms may, within fifteen (15) calendar days of notification of selection/non-selection, request a debriefing to discuss the evaluation of their proposal.

## 5 Contractual Requirements

The written contract with the awarded Firm shall be a State contract that includes the “Standard Clauses for New York State Contracts”, attached to this RFP as Appendix A. The entire Agreement shall consist of the documents, appendices and forms listed below. Conflicts between these documents shall be resolved in the following order of precedence:

1. Appendix A: Standard Clauses for NYS Contracts;
2. The Contract, including all exhibits, appendices, forms and attachments;
3. The RFP and any and all modifications and clarifications thereto; and
4. The Contractor’s Proposal and any clarifications thereto.

The written contract will be modeled off of the attached sample contract presented in Appendix B. Firms offer their proposals accepting the terms and conditions of the sample contract.

## 6 Reservation of Rights

The Division reserves the right to:

- Reject any or all proposals received in response to the RFP;
- Withdraw the RFP at any time, at the Division’s sole discretion;
- Accept a proposal and any subsequent proposal for the contract from someone other than the lowest cost Firm consistent with the criteria for the evaluation of proposals;
- Make an award under the RFP in whole or in part;
- Disqualify any Firm whose conduct and/or proposal fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of proposals;
- Use proposal information obtained through site visits, management interviews and the State’s investigation of a Firm’s qualifications, experience, ability or financial standing, and any material or information submitted by the Firm in response to the agency’s request for clarifying information in the course of evaluation and/or selection under the RFP;
- Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the bid opening, direct Firms to submit proposal modifications addressing subsequent RFP amendments;
- Change any of the scheduled dates;
- Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Firms;
- Waive any requirements that are not material;
- Negotiate with the successful Firm within the scope of the RFP in the best interests of the State;
- Conduct contract negotiations with the next responsible Firm, should the Division be unsuccessful in negotiating with the selected Firm;
- Utilize any and all ideas submitted in the proposals received;
- Request best and final offers; and
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Firm’s proposal and/or to determine a Firm’s compliance with the requirements of the solicitation.

- Negotiate with the next highest-rated, qualified Firm for purposes of executing a contract, if it is subsequently determined by the Division that the successful Firm is not responsible.

## **7 Freedom of Information Law**

New York State's Freedom of Information Law (FOIL) (Public Officers Law, Article 6, Sections 84-90), available at: <https://www.dos.ny.gov/coog/foil2.html>, promotes the public's right to know the process of governmental decision-making and grants maximum public access to governmental records. All proposals submitted in response to this RFP may be subject to disclosure under FOIL.

However, pursuant to Section 87(2)(d) of FOIL, a State agency may deny access to those portions of proposals or portions of a successful Firm's contract which are "trade secrets" or submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which, if disclosed, would cause substantial injury to the competitive position of the subject enterprise.

Please note that all information that a Firm may claim as proprietary, copyrighted or rights-reserved is not necessarily protected from disclosure under FOIL.

If there is information in a Firm's proposal that a Firm claims meets the definition set forth in Section 87(2)(d), the Firm should indicate so on Form 10 and provide a letter in its Administrative Proposal outlining any specific concerns.

Failure to identify the information which a Firm believes should be protected by Section 87(2)(d) may result in such information being disclosed if a request is received.

It is a Firm's responsibility to consult an attorney with any questions the Firm may have about New York State's Freedom of Information Law. All work products described herein may also be subject to FOIL disclosure.

The State will not honor any attempt by a Firm either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

The selected Firm must provide to the Division all information, records, and other written material it produces, possesses, or relies upon if such material is the object of a legitimate request to the Division pursuant to the Freedom of Information Law.

## **8 Ethics**

### **8.1 Ethics Requirements**

The Firm and its subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Commission on Ethics and Lobbying in Government, or its predecessors and successors (collectively, the "Ethics Requirements"). The Firm certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under any resulting contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Firm or its subcontractors and who is disqualified from providing services under any resulting contract

pursuant to any Ethics Requirements may share in any net revenues of the Firm or its subcontractors derived from any resulting contract. The Firm shall identify and provide the State with notice of those employees of the Firm and its subcontractors who are former employees of the State that are proposed to perform services under any resulting contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Firm provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Commission on Ethics and Lobbying in Government, or its predecessors and successors, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Commission on Ethics and Lobbying in Government, or its predecessors and successors. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate any resulting contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

## **8.2 Vendor Responsibility Determination**

The Division will conduct a review of each prospective Firm's Vendor Responsibility Questionnaire (Form 7) to provide reasonable assurances that the Firm is responsible.

The Division will make a finding of responsibility or non-responsibility before making a contract award, considering any information that comes to its attention concerning the Vendor's responsibility.

If the Division identifies potentially negative information in its review, the Division will notify the Firm. If the Division makes a preliminary finding that the Firm is non-responsible, the Division will detail in writing to the Firm the reasons(s) for the preliminary determination, and will provide an opportunity for the Firm to respond before the determination is finalized.

A Firm awarded a contract is required to update their responsibility determination if a material event occurs requiring an amendment. The awarded Firm is also required to update vendor responsibility questionnaires as new information becomes available.

The Firm awarded a contract shall at all times during the contract term remain responsible. During the term of this contract, any changes in the provided Questionnaire shall be disclosed to the Division, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract. Furthermore, the awarded Firm agrees, if requested by the Division, to present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The Division, in its sole discretion, reserves the right to suspend any or all activities under the contract, at any time, when it discovers information that calls into question the responsibility of the awarded Firm. In the event of such suspension, the awarded Firm will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the awarded Firm must comply with the terms of the suspension order. Contract activity may resume at such time as the Division issues a written notice authorizing a resumption of performance under the contract.

Upon written notice to the awarded Firm, and a reasonable opportunity to be heard by the appropriate Division officials or staff, the contract may be terminated by the Division at the Firm's expense where the Firm is determined by the Division to be non-responsible. In such event, the Division may complete

contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

The Division reserves the right to terminate a contract for non-responsibility, including failure to disclose information.

This provision shall also apply to any proposed subcontractor performing services under the resulting contract in excess of \$100,000.

### **8.3 Public Officers Law**

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a “lifetime bar” from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

## **9 Minority- and Women-Owned Businesses (MWBE)**

### **9.1 MWBE Interest**

New York State certified Minority- and Women-Owned Businesses (MWBE) may request that their firm’s contact information be included on a list of MWBE firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Division’s website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its certification to [contracts@budget.ny.gov](mailto:contracts@budget.ny.gov). Nothing prohibits an MWBE Vendor from submitting a proposal as a prime contractor.

### **9.2 NYS Executive Law Article 15-A**

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

#### **Business Participation Opportunities for MWBEs**

For purposes of this solicitation, the Division hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State-certified Minority-owned Business Enterprises (“MBE”) participation and 15% for New York State-certified Women-owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A Contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the Firm agrees that the Division may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed

at: <https://ny.newnycontracts.com>. For guidance on how the Division will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR§142.8.

The Firm understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

In accordance with 5 NYCRR§142.13, the Firm further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract resulting from this RFP, such finding constitutes a breach of Contract and the Division may withhold payment as liquidated damages.

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

By submitting a bid or proposal, a Firm agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals 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 Firm may arrange to provide such evidence via a non-electronic method by contacting the Division's Contracts Office at [contracts@budget.ny.gov](mailto:contracts@budget.ny.gov).

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

- A. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the Division for review and approval.

The Division will review the submitted MWBE Utilization Plan and advise the Firm of the Division's acceptance or issue a notice of deficiency within 30 days of receipt.

- B. If a notice of deficiency is issued, the Firm will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the NYS Division of the Budget, State Capitol, Room 129, Albany, NY 12224, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Division to be inadequate, the Division shall notify the Firm and direct the Firm to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

The Division may disqualify a Firm as being non-responsive under the following circumstances:

1. If a Firm fails to submit an MWBE Utilization Plan;
2. If a Firm fails to submit a written remedy to a notice of deficiency;
3. If a Firm fails to submit a request for waiver; or
4. If the Division determines that the Firm has failed to document good faith efforts.

The successful Firm will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the Division, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful Firm will be required to submit a quarterly MWBE Contractor Compliance & Payment Report to the Division by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

#### Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Firm 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. The Firm is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Firm, shall 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, gender identity or expression, 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 Firm will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, Form 5.4, to the Division with its bid or proposal.

If awarded a Contract, Firm shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by the Division on a quarterly basis during the term of the Contract.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

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 sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, gender identity or expression, 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 a 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.**

## **10 Service-Disabled Veteran-Owned Business Enterprises (SDVOB)**

### **10.1 SDVOB Interest**

Service-Disabled Veteran-Owned-Businesses (SDVOB) may request that their firm's contact information be included on a list of SDVOB firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Division's website for reference by the bidding community. A firm requesting inclusion on this list should send contact information to [contracts@budget.ny.gov](mailto:contracts@budget.ny.gov). Nothing prohibits an SDVOB Vendor from proposing as a prime contractor.

### **10.2 NYS Veteran's Services Law Article 3**

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 Division 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 Division contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Firms are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, the Division conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to the successful Firm. Nevertheless, Firms are encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/Veterans/>.

Firms are 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 AGREEMENT.

## APPENDICES/FORMS

### APPENDIX A: STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

June 2023

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

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

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

**3. COMPTROLLER’S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the

Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

**4. WORKERS’ COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

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

employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final

determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

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

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement,

major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

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

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

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical

Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

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

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

NYS Department of Economic Development  
Division for Small Business and Technology Development  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development

Division of Minority and Women's Business Development  
633 Third Avenue 33rd Floor  
New York, NY 10017  
646-846-7364  
email: [mwbusinessdev@esd.ny.gov](mailto:mwbusinessdev@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this

provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

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

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

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

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

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

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

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

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

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

## APPENDIX B: SAMPLE CONTRACT / POST AWARD FORMS

CONTRACT NO. \_\_\_\_\_

### THE NEW YORK STATE DIVISION OF THE BUDGET AND

### FOR FEDERAL SINGLE AUDIT FOR THE STATE OF NEW YORK FOR THE PERIOD [START DATE] THROUGH [END DATE]

THIS IS AN AGREEMENT (the "AGREEMENT") by and between the NEW YORK STATE DIVISION OF THE BUDGET (hereinafter referred to as the "DIVISION"), and \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_" or "CONTRACTOR"), with offices located at \_\_\_\_\_.

#### WITNESSETH

**WHEREAS**, the DIVISION works to promote the best use of New York State ("STATE") resources, to ensure the financial integrity of the STATE, and to assist the Governor in managing STATE fiscal matters; and

**WHEREAS**, to assist the DIVISION, a Request for Proposals ("RFP") for Federal Single Audit for the State of New York was issued on May 6, 2025, a copy of which is incorporated hereto as Appendix B; and

**WHEREAS**, after an evaluation of the proposals submitted for the performance of such work, the DIVISION has determined that \_\_\_\_\_ is a responsible and qualified firm to perform the Division's Federal Single Audit for the State of New York based upon its Proposal dated July 1, 2025, a copy of which is incorporated hereto as Appendix C; and

**WHEREAS**, the CONTRACTOR is willing to serve as a consultant to the DIVISION, as outlined in the RFP and herein;

**NOW, THEREFORE**, in consideration of the terms and conditions of this AGREEMENT, it is hereby mutually agreed upon by and between the DIVISION and the CONTRACTOR (each individually a "PARTY" and collectively "PARTIES"), as follows:

#### I. SERVICES

- A. The DIVISION does hereby engage \_\_\_\_\_ to provide Audit Services to fully complete the Federal Single Audit for New York State consistent with Section 1 of the RFP, and all related Federal rules and regulations.

CONTRACTOR shall be responsible for the following tasks and activities including, but not limited to, the following:

1. Analyze, test and report on compliance by the STATE with Federal laws and regulations in accordance with the financial statements.
2. Examine and report on the Schedule of Expenditures of Federal Awards consistent with appropriate auditing standards.
3. Perform tests and report on the STATE's compliance with Federal laws and regulations pertaining to major and non-major programs and report the results of such tests as appropriate, consistent with the Single Audit Act and the applicable auditing standards.
4. Study, evaluate, and report on the internal accounting and administrative controls used by the State in administering major and non-major Federal financial assistance programs and report the results of such study and evaluation consistent with appropriate auditing standards.
5. Report on prior year findings and follow-up status reports.
6. At the request of the DIVISION, brief DIVISION personnel and provide advice in dealing with subsequent changes in requirements governing the Single Audit.
7. At the request of the DIVISION, provide training on subrecipient monitoring, revisions to the Compliance Supplement, and other topics related to the Single Audit to personnel of State pass-through entities and major subrecipients. The DIVISION may record trainings for internal use.

B. Deliverables under this AGREEMENT include, but are not limited to, the following:

1. Interim Deliverables

- a. Draft Annual Audit Plan subject to review and approval of the DIVISION on or before April 1 of each year of the contract, for the STATE fiscal years ("SFY") 2026, 2027, 2028, 2029, and 2030 engagements.
- b. Draft agency-specific findings as the basis for the auditors exit conferences with appropriate STATE agency staff and DIVISION personnel.
- c. Final draft statewide reports for the DIVISION's distribution among STATE agencies to facilitate their preparation of formal agency responses to audit findings and recommendations. The DIVISION compiles the responses in the required Corrective Action Plan which must be forwarded, as part of the audit reporting package to the Federal government by December 31 of each year.
- d. Special reports to the DIVISION Project Director of audit hours (by STATE agency and by Federal program) and other billing information required to facilitate the appropriate direct charging to Federal programs for Single Audit costs under the contract with the DIVISION.
- e. Advice on identifying significant findings.

- f. Other interim deliverables agreed upon during contract negotiations to facilitate the conduct of the field work.

## 2. Timetable for Completing the Audit Reporting Package

- a. Detailed Audit Plan and Programs: For State fiscal years (SFY) ending March 31, 2026, 2027, 2028, 2029, and 2030 respectively, the CONTRACTOR should provide the DIVISION its final detailed audit plan by **April 1** of each year, respectively.
- b. Draft Report: For SFYs ending March 31, 2026, 2027, 2028, 2029, and 2030, respectively, the CONTRACTOR shall provide a draft audit report for review to the Division by **October 1** of each year, respectively. The DIVISION Project Director will provide the CONTRACTOR with comments in response to the draft report.
- c. Progress Requirements: The CONTRACTOR and the DIVISION Project Director will meet biweekly to review audit progress.
- d. Draft and Final Report Deadlines: The DIVISION Project Director and management staff will complete their review of the draft report as expeditiously as possible. During that period, CONTRACTOR representatives should be available for such meetings as the DIVISION Project Director desires to fully comprehend the audit report. Once the DIVISION Project Director indicates all open issues for discussion are resolved, the final draft report should be delivered to the DIVISION Project Director at a date agreed upon with the DIVISION Project Director and the CONTRACTOR.

## 3. Disposition of Findings and Final Deliverables

With regards to findings and final deliverables, the CONTRACTOR will provide the DIVISION with five (5) printed copies of each report, though additional printed copies maybe required. In addition, reports should be provided in both PDF and Microsoft Word format.

Five printed copies of the final signed report for SFYs ending March 31, 2026, 2027, 2028, 2029, and 2030 respectively, must be delivered to the DIVISION Project Director in sufficient time for the reporting package to be submitted to the Federal government by December 31, 2026, 2027, 2028, 2029, and 2030. The CONTRACTOR and DIVISION Project Director will agree on a due date for the final signed report in each contract year.

- C. Certain provisions of the Uniform Guidance allow a federal granting agency to request that a specific program be selected as a major program provided that the federal granting agency is willing to pay the incremental audit cost arising from such selection. If it is determined by the DIVISION that the CONTRACTOR will perform such work, the DIVISION will notify the CONTRACTOR of any such request by a federal granting agency and will work with the CONTRACTOR to amend this AGREEMENT as

necessary to accommodate such a request.

D. Changes to Reporting and Auditing Standards

The CONTRACTOR, as it becomes aware of them, shall notify the DIVISION of proposed changes in Federal financial reporting or professional auditing standards, analyzing the impact of such proposed changes, assisting the Division in drafting responses to proposed Federal regulatory changes, and identifying specific issues likely to affect the conduct of Single Audit work specifically and/or STATE agencies use of Federal funds generally. Related activities may include, upon the DIVISION's request, meetings with the U.S. Department of Health and Human Services as the STATE's Federal cognizant agency for the Single Audit, and representatives of the U.S. Government Accountability Office (GAO), other Federal agencies, and State oversight groups.

E. Opportunities for Management Improvement

During its performance of the Federal Single Audit, the CONTRACTOR may identify opportunities for management improvement. In such cases, the CONTRACTOR shall assist the DIVISION in identifying opportunities to save the STATE money, enhance program management, increase productivity, improve subrecipient monitoring practices in the pass-through entities, as well as identifying additional funding opportunities for which the STATE might be eligible.

F. The CONTRACTOR agrees to perform and furnish the services required in connection herein in accordance with all conditions, covenants and representations contained in this AGREEMENT.

II. TERM

\_\_\_\_\_ agrees to perform the aforesaid services for a five-year period beginning \_\_\_\_\_ and ending \_\_\_\_\_.

III. COMPENSATION

A. \_\_\_\_\_ rates for services rendered under this AGREEMENT shall not exceed the hourly rates as shown below:

Title	Audit Year 2026	Audit Year 2027	Audit Year 2028	Audit Year 2029	Audit Year 2030
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Engagement Partner					
Audit Manager					
Audit Team Lead					
IT Audit Team Lead					
Senior Accountant					
Senior IT Accountant					
Staff Accountant					
Staff IT Accountant					

The above rates shall apply to all hourly compensation paid under this AGREEMENT. The hourly rates are inclusive of personnel expenses, travel, postage, reproduction and all other expenses related to the engagement.

- B. Payment under this AGREEMENT shall not exceed \$\_\_\_\_\_ for the contract term.
- C. CONTRACTOR will be compensated only for services that are performed in accordance with the services described in Section I of this AGREEMENT.
- D. Payments will be made only for actual hours worked and shall not exceed the proposed total cost for each Audit Year as stated in the table below.

<b>Audit Year</b>	<b>Total FY Cost</b>
FY ending March 31, 2026	
FY ending March 31, 2027	
FY ending March 31, 2028	
FY ending March 31, 2029	
FY ending March 31, 2030	

- E. A total of ten percent (10%) of the total amount billed for each Audit Year shall be withheld and shall be paid to CONTRACTOR upon completion of the audit.
- F. The CONTRACTOR acknowledges that it will not receive payment on any invoices submitted under this AGREEMENT unless or until it complies with the State Comptroller's electronic payment procedures.
- G. Fees shall become payable by the STATE upon receipt of an invoice in accordance with this section. Properly invoiced fees not paid within 30 days of receipt of the invoice and services will be paid with interest in accordance with Article 11-A of New York State Finance Law. Any and all such invoices shall contain a detailed itemization of requested compensation which shall, at the minimum include:
  - 1. The number assigned to this AGREEMENT (\_\_\_\_\_), the CONTRACTOR's New York State Vendor Identification Number, an invoice number, and invoice date;
  - 2. Name(s) and title(s) (as identified in this section) of the CONTRACTOR staff providing services;
  - 3. Name(s) of DIVISION employees, or their designee(s), requesting the services and directly involved;
  - 4. Specific identification of the services provided;
  - 5. Amounts for rates, hours and total compensation; and
  - 6. Dates upon which the services were requested and performed.

All invoices should be submitted electronically to the DIVISION at [contracts@budget.ny.gov](mailto:contracts@budget.ny.gov).

- H. The CONTRACTOR shall not be reimbursed for the preparation of invoices or billing statements or for the time spent correcting any error in previously submitted invoices or billing statements.

#### IV. RELATIONSHIP OF PARTIES

The relationship of the CONTRACTOR to the DIVISION shall be that of an independent contractor. In accordance with such status as an independent contractor, the CONTRACTOR covenants and agrees to act consistent with such status: to neither hold itself out as, nor claim to be, an officer or employee of the DIVISION or the STATE by reason hereof; and not to, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DIVISION or the STATE, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership credit.

#### V. STAFF

- A. The CONTRACTOR shall assign \_\_\_\_\_ as the Engagement Partner, \_\_\_\_\_ as the Audit Manager, and the other personnel referenced in its proposal, but is not limited in its utilization of other personnel for its duties hereunder, subject to the approval of the DIVISION.
- B. CONTRACTOR staff assigned to work on this project shall be subject to approval by the DIVISION. It is highly desirable that staff assigned to work on a project continue to work on the project until completion. The DIVISION reserves the right to require security clearance and criminal history checks of the CONTRACTOR and/or staff.
- C. The CONTRACTOR specifically represents and agrees that its members, officers, employees, agents, consultants, shareholders, and subcontractors have and shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties performed hereunder. All employees of the CONTRACTOR, or of its subcontractors, who shall perform the services under this AGREEMENT, shall possess the necessary qualifications, training, licenses, and permits as may be required within the jurisdiction where the services specified are to be provided or performed, and shall be legally entitled to work in such jurisdiction. All persons, corporations, or other legal entities that perform services under this AGREEMENT on behalf of CONTRACTOR shall, in performing the services, comply with all applicable Federal and STATE laws concerning employment in the United States.
- D. This AGREEMENT is intended to secure the professional services of the CONTRACTOR because of its ability and shall not be assigned, conveyed, transferred, or disposed of by the CONTRACTOR.
- E. The CONTRACTOR shall be fully responsible for performance of work by and conduct of its staff and subcontractor's staff. The DIVISION reserves the right to request removal of any CONTRACTOR staff or subcontractor staff if, in the DIVISION's sole discretion, such staff is not performing in accordance with the AGREEMENT.

- F. The CONTRACTOR shall notify the DIVISION immediately of any proposed changes in staff. The DIVISION has an absolute right and discretion to approve or disapprove any proposed changes in staff. The DIVISION, in each instance, will be provided with a summary of experience of the proposed substitute and an opportunity to interview that person, prior to giving its approval or disapproval; approval shall not be unreasonably withheld. The replacement staff must have the skills, experience and expertise that is comparable to or better than that of the person they will replace, and will be provided at the same or lower hourly rate.
- G. The CONTRACTOR and its staff must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other STATE codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with the STATE. Failure to comply with these requirements may result in termination of the AGREEMENT and/or other civil or criminal proceedings as required by law.

## VI. SUBCONTRACTING

The CONTRACTOR agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the DIVISION. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The CONTRACTOR may arrange for a portion/s of its responsibilities under this AGREEMENT to be subcontracted to qualified, responsible subcontractors, subject to approval of the DIVISION. If the CONTRACTOR determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this AGREEMENT must be fully explained by the CONTRACTOR to the DIVISION. The CONTRACTOR retains ultimate responsibility for all services performed under the AGREEMENT.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this AGREEMENT including, but not limited to, the body of this AGREEMENT, Appendix A – Standard Clauses for New York State Contracts dated June 2023, and Appendix B – Request for Proposals dated May 6, 2025. Unless waived in writing by the DIVISION, all subcontracts between the CONTRACTOR and subcontractors shall expressly name the STATE, through the DIVISION, as the sole intended third party beneficiary of such subcontract. The DIVISION reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the DIVISION or the STATE a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the DIVISION.

The DIVISION reserves the right, at any time during the term of the AGREEMENT, to verify that the written subcontract between the CONTRACTOR and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this AGREEMENT.

The CONTRACTOR shall give the DIVISION immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the CONTRACTOR's duties under the

AGREEMENT. Any subcontract shall not relieve the CONTRACTOR in any way of any responsibility, duty and/or obligation of the AGREEMENT.

## VII. RESERVATIONS

The DIVISION reserves the right to employ other consultants and contractors in connection with its responsibilities and functions. In that event, the CONTRACTOR will, as directed by the DIVISION, cooperate and work in harmony with such consultants and contractors.

## VIII. DIVISION REPRESENTATIVES

- A. The DIVISION, with the commencement of this AGREEMENT, designates as its representatives, Jim DeWan and Michelle Heaslip, or their designee(s).
- B. Such representatives shall request, oversee, supervise and accept performance of services performed by the CONTRACTOR and shall receive any required submissions. Whenever an agreement action is to be taken or approval for services is to be given by the DIVISION such action or approval may be given only by such representative(s) designated pursuant to this Section.
- C. All Notices under this AGREEMENT shall be directed to the representatives identified in this Section, or their designee(s).
- D. The DIVISION may, on written notice, designate other individuals as its representatives.

## IX. CONFLICTS OF INTEREST

- A. The CONTRACTOR has provided a form (Firm Assurance of No Conflict of Interest or Detrimental Effect), signed by an authorized executive or legal representative attesting that the CONTRACTOR's performance of the services does not and will not create a conflict of interest with, nor position the CONTRACTOR to breach any other contract currently in force with the STATE, that the CONTRACTOR will not act in any manner that is detrimental to any STATE project on which the CONTRACTOR is rendering services.
- B. The CONTRACTOR hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the CONTRACTOR's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this AGREEMENT. The CONTRACTOR shall have a duty to notify the DIVISION immediately of any such actual or potential conflicts of interest.
- C. In conjunction with any subcontract under this AGREEMENT, the CONTRACTOR shall obtain and deliver to the DIVISION, prior to entering into a subcontract, a Firm Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The CONTRACTOR shall also require in any subcontracting agreement that the

subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the DIVISION a signed and completed Firm Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.

- D. The DIVISION and the CONTRACTOR recognize that conflicts may occur in the future because the CONTRACTOR may have existing, or establish new, relationships. The DIVISION will review the nature of any relationships and reserves the right to terminate this AGREEMENT for any reason, or for cause, if, in the judgment of the DIVISION, a real or potential conflict of interest cannot be cured.

#### **X. PUBLIC OFFICERS LAW**

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a “lifetime bar” from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

#### **XI. ETHICS REQUIREMENTS**

The CONTRACTOR and its subcontractors shall not engage any person who is, or has been at any time, in the employ of the STATE to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of STATE employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by New York State Commission on Ethics and Lobbying in Government, or its predecessors and successors (collectively, the “Ethics Requirements”). The CONTRACTOR certifies that all of its employees and those of its subcontractors who are former employees of the STATE and who are assigned to perform services under this AGREEMENT shall be assigned in accordance with all Ethics Requirements. During the term, no person who is employed by the CONTRACTOR or its subcontractors and who is disqualified from providing services under this AGREEMENT pursuant to any Ethics Requirements may share in any net revenues of the CONTRACTOR or its subcontractors derived from this AGREEMENT. The CONTRACTOR shall identify and provide the STATE with notice of those employees of the CONTRACTOR and its subcontractors who are former employees of the STATE that will be assigned to perform services under this AGREEMENT, and make sure that such employees comply with all applicable laws and prohibitions. The STATE may request that the CONTRACTOR provide it with whatever information the STATE deems appropriate about each such person’s engagement, work cooperatively with the STATE to solicit advice from the New York State Commission on Ethics and Lobbying in Government, or its predecessors and successors, and, if deemed appropriate by the STATE, instruct any such person to seek the opinion of the New York State Commission on Ethics and Lobbying in Government, or its predecessors and

successors. The STATE shall have the right to withdraw or withhold approval of any subcontractor if utilizing such subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The STATE shall have the right to terminate this AGREEMENT at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

## XII. WARRANTIES

The CONTRACTOR warrants that it will perform services in good faith and in a professional manner and that the services will conform in all material respects to the description of such services set forth herein. The warranties expressly set forth in this AGREEMENT are in lieu of all other warranties, expressed or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

The CONTRACTOR warrants that its services shall be performed in accordance with applicable professional standards and that the CONTRACTOR shall correct, at no charge to the DIVISION or the STATE, services which fail to meet applicable professional standards and which result in obvious or patent errors in the progression of its work.

## XIII. PERFORMANCE MONITORING

The CONTRACTOR's performance will be assessed by the DIVISION according to the achievement of CONTRACTOR's contractual obligations in a timely and professional manner, as set forth herein. The DIVISION will utilize progress reports and periodic meetings to ensure that the project is carried out on a timely basis and results in effective recommendations and work products.

## XIV. INDEMNIFICATION AND LIABILITY

- A. The CONTRACTOR shall be fully liable without monetary limitation for any act or omission of the CONTRACTOR, its employees, subcontractors and agents, and shall fully indemnify and hold harmless the STATE from suits, actions, damages and costs of every name and description relating to personal injury, death and damage to real or tangible personal property or intellectual property caused by fault or negligence of CONTRACTOR, its employees, subcontractors or agents arising from the CONTRACTOR's performance of the AGREEMENT, provided, however, that the CONTRACTOR shall not be obligated to indemnify the STATE for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act by the STATE or the acts of third parties, other than those provided by the CONTRACTOR to perform under the AGREEMENT. In connection with the foregoing, the STATE shall give the CONTRACTOR: (i) prompt written notice of any action, claim or threat of suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the CONTRACTOR's sole expense, and (iii) assistance in the defense of any such action at the expense of the CONTRACTOR. Notwithstanding the foregoing, the STATE reserves the right to join such action, claim, or threat of suit, at its sole expense, when it determines there is an issue involving a significant public interest.

- B. The DIVISION/STATE shall not be liable for any consequential, indirect or special damages of any kind which may result from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the CONTRACTOR, or by others.

#### XV. REPORTS AND FINDINGS

Any and all reports and findings rendered to the DIVISION by the CONTRACTOR shall be the exclusive property of the DIVISION and subject to its exclusive use and control. The CONTRACTOR hereby waives any and all rights to such reports and findings and the control thereof.

#### XVI. OWNERSHIP

CONTRACTOR will retain all rights, title and interest in and to all materials developed by it prior to the effective date of this AGREEMENT and/or developed outside of CONTRACTOR's obligations hereunder.

#### XVII. CONFIDENTIALITY

- A. The provisions, obligations, and duties related to confidentiality contain within this Section XVII shall survive the term of this contract and remain in perpetuity.
- B. CONTRACTOR agrees that it will not use confidential or proprietary information disclosed to CONTRACTOR in connection with the services ("Confidential Information") for any purpose other than in connection with the services. The CONTRACTOR is fully responsible for its staff, its subcontractor(s) and any subcontractor's staff with regard to Confidential Information.
- C. Information which falls into any of the following categories shall not be considered Confidential Information:
  - 1. information that is previously rightfully known to the CONTRACTOR without restriction on disclosure;
  - 2. information that becomes, from no breach of this AGREEMENT on the part of the CONTRACTOR, generally known in the relevant industry, or is otherwise publicly available; and
  - 3. information that is independently developed by CONTRACTOR without use of the confidential information.
- D. Except as specifically permitted in this AGREEMENT, CONTRACTOR shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
- E. CONTRACTOR may disclose Confidential Information if such information is required to be disclosed by CONTRACTOR by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the

extent permitted by applicable law or regulation, the CONTRACTOR notifies the DIVISION prior to any such required disclosure.

- F. CONTRACTOR agrees not to issue any press releases, give or make any presentations, or give to any print, electronic or other news media information regarding the services without the express advance written approval of DIVISION.
- G. CONTRACTOR agrees that, as between the PARTIES, all Confidential Information in its possession is at all times the sole property of the STATE.
- H. Notwithstanding anything herein to the contrary, CONTRACTOR shall have the right to retain one copy of the Confidential Information and any summaries, analyses, notes or extracts prepared by CONTRACTOR which are based on or contain portions of the Confidential Information evidencing its services for the STATE as required by law, regulation, professional standards or reasonable business practice.
- I. CONTRACTOR shall retain all Confidential Information in confidence, exercising the same standard of care used by CONTRACTOR to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. CONTRACTOR shall not use Confidential Information for any purpose other than in furtherance of its professional services for the DIVISION.
- J. CONTRACTOR understands that if it breaches, or threatens to breach this AGREEMENT, the DIVISION shall have the right to seek all equitable and legal rights (including the right to seek injunctive relief) to prevent such breach and/or to be fully compensated (including reasonable legal fees) for losses or damages resulting from such breach. CONTRACTOR acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the confidential or proprietary information identified in this AGREEMENT.

#### **XVIII. RECORDS ACCESS**

DIVISION staff, others authorized by the DIVISION such as representatives of the Federal government, or other STATE agencies authorized by STATE law, shall have access to and the right to examine the books, documents, work papers, documentation of charges, or other records of the CONTRACTOR, including any and all subcontractors, involved in transactions relating to this AGREEMENT during the contract period and for a period of six years after final payment for said services. The CONTRACTOR will make all records, including related documents of any and all subcontractors, available to New York State.

As authorized by the DIVISION, the CONTRACTOR shall cooperate with Federal auditors and other Federal auditors conducting the audits of State and related Federal records and with any subsequent auditors for the examination of documents, systems and financial statements. Such cooperative work shall be reported to the DIVISION and identified separately in all billings under this AGREEMENT.

#### **XIX. WORK PAPER RETENTION AND AVAILABILITY**

- A. The work papers to be prepared by the CONTRACTOR during the AGREEMENT will be retained by the CONTRACTOR although copies thereof and access to them will be made available, upon request, to the DIVISION, representatives of the Federal government and STATE agencies when authorized by the DIVISION, and other STATE agencies authorized by existing law, for a period of six (6) years following the date of the final payment under the contract. All such requests, and their disposition, shall be authorized by the DIVISION.
- B. The CONTRACTOR agrees to make personnel available to explain fully all data, materials, and work papers developed during the engagement for a period of six (6) years following the date of the final payment under the AGREEMENT.

XX. DISPUTES AND DISSATISFACTION/CONFLICT RESOLUTION

- A. In the event the DIVISION is dissatisfied with the CONTRACTOR's performance of the services provided under the AGREEMENT, including but not limited to a breach of the AGREEMENT on the part of the CONTRACTOR, the DIVISION shall notify the CONTRACTOR of the dispute in writing. In the event the CONTRACTOR has any disputes with the DIVISION, the CONTRACTOR shall notify the DIVISION in writing. Such notification in both cases shall hereinafter be referred to as "Notice of Conflict", or in the case of contract breach, "Notice of Default".
- B. If either the DIVISION or the CONTRACTOR notifies the other of such dispute or dissatisfaction, the PARTY receiving the notification shall then make good faith efforts to amicably resolve the problem or settle the dispute, including meeting with the notifying PARTY's representatives to diligently attempt to reach a mutually satisfactory result.
- C. In the event of a dispute, both PARTIES will continue to fulfill their performance obligations under the AGREEMENT.
- D. Nothing shall limit either PARTY's ability to pursue all legal remedies. If the PARTIES are unable to amicably resolve the dispute after the steps described above, then either PARTY may seek legal or equitable relief in a court of competent jurisdiction in the State of New York.

XXI. TERMINATION

- A. The DIVISION reserves the right to terminate the services of the CONTRACTOR, in whole or in part, upon thirty (30) days written notice for any reason, or immediately for cause. Upon notice of termination, the CONTRACTOR shall stop work immediately and complete only those specific assignments, if any, subsequently approved by the DIVISION. In the event of termination other than for cause, the CONTRACTOR shall be entitled to compensation for services performed through the date of termination that are accepted by the DIVISION, and for any subsequent services that are accepted by the DIVISION, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the DIVISION. The CONTRACTOR agrees to cooperate to

the fullest respect with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the DIVISION. The CONTRACTOR agrees to cooperate to the fullest respect with any successor consultant and contractors consistently with applicable professional standards.

- B. After receipt of the notice of termination, the CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering personnel services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice.
- C. The CONTRACTOR shall submit its termination claim to the DIVISION promptly after receipt of a notice of termination, but in no event later than 30 days from the effective date thereof, unless one or more extensions in writing are granted by the DIVISION upon written request of the CONTRACTOR within such 30-day period or authorized extension thereof. Upon failure of the CONTRACTOR to submit a termination claim within the time allowed, the DIVISION may determine, on the basis of available information, the amount, if any, due to the CONTRACTOR by reason of termination, and shall thereupon pay to the CONTRACTOR the amount so determined.
- D. If the termination for cause results from unsatisfactory performance by the CONTRACTOR, the value of the work performed by the CONTRACTOR prior to termination shall be established by the DIVISION.
- E. The CONTRACTOR agrees to transfer title to the DIVISION, and to deliver in the manner, at the time, and to the extent, if any, directed by the DIVISION, such information and work products for which the CONTRACTOR produced and received compensation by the DIVISION.
- F. In addition, non-compliance with the procurement laws as noted in Section XXIII of this AGREEMENT will lead to contract termination.

## XXII. FORCE MAJEURE

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

## XXIII. COMPLIANCE WITH PROCUREMENT LAWS

- A. By execution of this AGREEMENT, the CONTRACTOR certifies that information provided to the STATE with respect to the Vendor Responsibility Questionnaire,

Procurement Lobbying Certifications, Contractor Disclosure Form A and Section 5-a of the Tax Law (Forms ST-220-TD and ST-220-CA) is complete, true and accurate.

- B. The CONTRACTOR hereby acknowledges that the Vendor Responsibility Questionnaire and certification are made part of its proposal and thereby this AGREEMENT and that any misrepresentation of fact in the Questionnaire and attachments, or in any CONTRACTOR responsibility information that may be requested by the DIVISION, may result in termination of this AGREEMENT.

The CONTRACTOR shall at all times during the contract term remain responsible. During the term of this AGREEMENT, any changes in the provided Questionnaire shall be disclosed to the DIVISION, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this AGREEMENT. Furthermore, the CONTRACTOR agrees, if requested by the DIVISION, to present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

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

Upon written notice to the CONTRACTOR, and a reasonable opportunity to be heard by the appropriate DIVISION officials or staff, this AGREEMENT may be terminated by the DIVISION at the CONTRACTOR's expense where the CONTRACTOR is determined by the DIVISION to be non-responsible. In such event, the DIVISION may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

- C. CONTRACTOR hereby acknowledges that State Finance Law Section 163(4)(g) imposes certain reporting requirements on the contractor doing business with the STATE. In furtherance of these reporting requirements, the CONTRACTOR agrees to complete and submit an initial planned employment data report and an annual employment report (Forms A and B respectively). Complete instructions and forms may also be accessed at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/18/C.htm>.

#### XXIV. REQUIREMENTS AND PROCEDURES FOR M/WBE PARTICIPATION

##### A. General Provisions

1. The DIVISION is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all STATE contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services,

equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

2. The CONTRACTOR agrees, in addition to any other nondiscrimination provision of the AGREEMENT and at no additional cost to the DIVISION, to fully comply and cooperate with the DIVISION in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority- and women-owned business enterprises ("MWBE"). 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 New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
3. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section XXIV.G of this AGREEMENT and such other remedies are available to the DIVISION pursuant to this AGREEMENT and applicable law.

#### B. Contract Goals

1. For purposes of this AGREEMENT, the Division hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State-certified Minority-owned Business Enterprise ("MBE") participation and 15% for New York State-certified Women-owned Business Enterprise ("WBE") participation (collectively, "MWBE Contract Goals") based on the current availability of MBEs and WBEs.
2. For purposes of providing meaningful participation by MWBEs in this AGREEMENT and achieving the MWBE Contract Goals, the CONTRACTOR should reference the directory of New York State certified MBWEs found at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the CONTRACTOR is encouraged to contact the Division of Minority and Women Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on this AGREEMENT.

3. The CONTRACTOR understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.
4. The CONTRACTOR must document "good faith efforts", to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the AGREEMENT. Such documentation shall include, but not necessarily be limited to:

- a. Evidence of outreach to MWBEs;
- b. Any responses by MWBEs to the CONTRACTOR's outreach;
- c. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
- d. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the DIVISION with MWBEs; and,
- e. Information describing specific steps undertaken by the CONTRACTOR to reasonably structure the contract scope of work to maximize opportunities for MWBE participation.

### C. Equal Employment Opportunity (EEO)

1. The CONTRACTOR agrees to be bound by the provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the AGREEMENT.
2. In performing the AGREEMENT, the CONTRACTOR shall:
  - a. Ensure that each CONTRACTOR and each subcontractor performing work on this AGREEMENT shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  - b. The CONTRACTOR shall submit an EEO policy statement to the DIVISION within seventy-two (72) hours after the date of the notice by the DIVISION to award the AGREEMENT to the CONTRACTOR.
  - c. If the CONTRACTOR, or any of its subcontractors, does not have an existing EEO policy statement, the DIVISION may require the CONTRACTOR or subcontractor to adopt a model statement (see Form 5.4 Equal Employment Opportunity Policy Statement).
  - d. The CONTRACTOR's EEO policy statement shall include the following language:
    - 1) 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 shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - 2) The CONTRACTOR shall state in all solicitations or advertisements for employees that, in the performance of the AGREEMENT, all qualified

applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- 3) The CONTRACTOR shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the CONTRACTOR's obligations herein.
- 4) The CONTRACTOR will include the provisions of Subdivisions (1) through (3) of this Subsection D and Paragraph "5" of this Section C, 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 AGREEMENT.

### 3. 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 utilized in the performance of the AGREEMENT by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The CONTRACTOR shall complete the staffing plan form and submit it within a reasonable time, as directed by the DIVISION.

### 4. Workforce Employment Utilization Report ("Workforce Report")

- a. The CONTRACTOR shall submit a Workforce Report, and shall require each of its subcontractors to submit a Workforce Report, in such form as shall be required by the DIVISION on a QUARTERLY basis during the term of the AGREEMENT.
  - b. Separate forms shall be completed by the CONTRACTOR and any subcontractors.
  - c. 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.
5. The CONTRACTOR shall comply with the provisions of the Human Rights Law, and all other STATE and Federal statutory and constitutional non-discrimination provisions. The CONTRACTOR and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non- discrimination on the basis of prior criminal conviction and prior arrest.

#### D. MWBE Utilization Plan

1. The CONTRACTOR represents and warrants that the CONTRACTOR has submitted an MWBE Utilization Plan, through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the CONTRACTOR may arrange to provide such evidence via a non-electronic method to the DIVISION, either prior to, or at the time of, the execution of the AGREEMENT.
2. The CONTRACTOR agrees to use such MWBE Utilization Plan for the performance of MWBEs on this AGREEMENT pursuant to the prescribed MWBE goals set forth in Section XXIV.B.1.
3. The CONTRACTOR further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of this AGREEMENT. Upon the occurrence of such a material breach, the DIVISION shall be entitled to any remedy provided herein, including but not limited to, a finding that the CONTRACTOR is non-responsive.

#### E. Waivers

1. For waiver requests, the CONTRACTOR should use the NYSCS, provided, however, that CONTRACTOR may arrange to provide such evidence via a non-electronic method to the DIVISION.
2. If the CONTRACTOR, after making good faith efforts, is unable to comply with MWBE goals, the CONTRACTOR may submit a Request for Waiver documenting good faith efforts by the CONTRACTOR to meet such goals. If the documentation included with the waiver request is complete, the DIVISION shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
3. If the DIVISION, upon review of the MWBE Utilization Plan and updated QUARTERLY MWBE Contractor Compliance Reports determines that the CONTRACTOR is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the DIVISION may issue a notice of deficiency to the CONTRACTOR. The CONTRACTOR must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### F. Quarterly MWBE Contractor Compliance Report

The CONTRACTOR is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the CONTRACTOR may arrange to provide such report via a non-electronic method to the DIVISION by the 10th day following the end of each quarter during the term of this AGREEMENT documenting the progress made towards achievement of the MWBE goals of this AGREEMENT.

## G. Liquidated Damages - MWBE Participation

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

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

### A. General Provisions

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 DIVISION 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 DIVISION contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, CONTRACTORS are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the AGREEMENT. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles. For purposes of this AGREEMENT, the DIVISION conducted a comprehensive search and determined that the AGREEMENT does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to the CONTRACTOR. Nevertheless, CONTRACTOR is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the

AGREEMENT for the provision of services and materials. 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 AGREEMENT.

XXVI. WAIVER, MODIFICATION, EXECUTION, OR SEVERABILITY

No waiver or modification of the AGREEMENT or any covenant, condition, or limitation herein contained shall be valid unless in writing and executed by the PARTIES hereto, and no evidence of any waiver or modification shall be offered or received in evidence in any action between the PARTIES hereto arising out of or affecting the AGREEMENT, or the rights or obligations of any PARTY hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the PARTIES further agree that the provisions of the paragraph may not be waived except as herein set forth.

In the event that any provision of the AGREEMENT shall be declared void, voidable, illegal or invalid for any reason, such provision shall be of no force and effect only to the extent that it is so declared void, voidable, illegal or invalid. All of the provisions of the AGREEMENT not specifically found to be so deficient shall remain in full force and effect.

XXVII. CONDITIONS PRECEDENT

This AGREEMENT and any subsequent amendments to this AGREEMENT shall not be deemed executed, valid or binding unless and until approved in writing by the Offices of the Attorney General and State Comptroller.

XXVIII. USE BY OTHER STATE AGENCIES, PUBLIC AUTHORITIES OR ENTITIES

The DIVISION shall have the option to extend the terms and conditions related to the scope of services covered by this AGREEMENT to any other STATE agency, public authority or entities in New York.

XXIX. ADDITIONAL SERVICES

The DIVISION may, at any time, by written notice, request changes or additions to work or services within the general scope of this AGREEMENT (not to include professional services requiring licenses or specialized expertise such as engineering, architectural, and environmental consulting, abatement, treatment, and testing work) for unanticipated needs. If any such change or addition causes an increase or decrease in the cost of, or in the time required for, performance of this AGREEMENT, an equitable adjustment shall be agreed upon by the PARTIES and made in the price using the billing rates set forth in the AGREEMENT, and the CONTRACTOR shall be notified in writing accordingly. A change to the scope of the AGREEMENT would be subject to the approval of the Office of the State Comptroller and Office of the Attorney General.

XXX. ENTIRE AGREEMENT

This AGREEMENT and the Appendices identified in this section (“Appendices”) constitute the entire AGREEMENT between the PARTIES hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This AGREEMENT shall not be changed, modified or altered in any manner except by an instrument in writing executed by the PARTIES hereto. The Appendices are hereby made a part of this AGREEMENT as if fully set forth at length herein. In the event of any discrepancy, disagreement or ambiguity among the following documents, they shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

- A. Appendix A – Standard Clauses for New York State Contracts dated June 2023;
- B. This AGREEMENT as it appears prior to the signature page incorporated herein;
- C. Appendix B – Request for Proposals dated May 6, 2025 including any amendments thereto; and
- D. Appendix C – CONTRACTOR’s Proposal in response to the RFP and any clarifications thereto.

XXXI. EXECUTORY CLAUSE

This AGREEMENT shall be deemed executory only to the extent of moneys annually appropriated and available for this purpose, and no liability on account thereof shall be incurred by the DIVISION beyond the amount appropriated. It is understood that neither this assignment nor any representation by any public employee or officer creates any legal or moral obligation to request to appropriate, or make available, moneys for the purpose of the AGREEMENT.

C \_\_\_\_\_

IN WITNESS WHEREOF, each of the PARTIES hereto has caused this AGREEMENT to be executed by its duly authorized officers on the day and year stated below.

Agency Certification

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

Approved by:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NEW YORK STATE  
DIVISION OF THE BUDGET**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attorney General:  
LETITIA JAMES**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

**State Comptroller:  
THOMAS P. DINAPOLI**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

## CORPORATE ACKNOWLEDGMENT FORM

**The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and that all information provided is complete, true and accurate.**

**INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT**

STATE OF }  
: SS.:  
COUNTY OF }

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

**[Check One]**

(☐ If an individual): \_he executed the foregoing instrument in his/her name and on his/her own behalf.

(☐ If a corporation): \_\_\_\_\_ he is the \_\_\_\_\_ of  
\_\_\_\_\_, the corporation described in said instrument; that, by  
authority of the Board of Directors of said corporation, \_\_\_\_\_ he is authorized to execute the foregoing  
instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority,  
\_\_\_\_\_ he executed the foregoing instrument in the name of and on behalf of said corporation as the act and  
deed of said corporation.

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

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

**Notary Public**  
**Registration No.**

**State of:**

## **POST AWARD FORMS:**

### **CONTRACTOR DISCLOSURE FORMS SALES TAX CERTIFICATION INSTRUCTIONS COMPLIANCE WITH NYS WORKERS' COMPENSATION LAW**

#### **CONTRACTOR DISCLOSURE FORMS**

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning contract employees working under State agency service and consulting contracts. State agency consultant contracts are defined as "contracts entered into by a state agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services" ("covered consultant contract" or "covered consultant services"). The amendments also require that certain contract employee information be provided to the state agency awarding such contracts, the Office of the State Comptroller (OSC), Division of the Budget and the Department of Civil Service (CS).

**To meet these new requirements, the selected Firm agrees to complete:**

**Form A** – Contractor's Planned Employment Form. The successful Contractor must complete this form upon notification of **selection by the Division**.

**Form B** – Contractor's Annual Employment Report. Throughout the term of the Contract by May 15<sup>th</sup> of each year the Contractor agrees to report the following information to the Division. For each covered consultant contract in effect at any time between the preceding April 1<sup>st</sup> through March 31<sup>st</sup> fiscal year or for the period of time such contract was in effect during such prior State fiscal year Contractor reports the:

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

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

Contractor agrees to simultaneously report such information to the Department of Civil Service and the Office of the State Comptroller as designated below:

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

Office of the State Comptroller  
Bureau of Contracts  
110 State St., 11<sup>th</sup> Floor  
Albany, New York  
Attn: Consultant Reporting

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

**Further information regarding the Contractor Consultant Law requirements and report Forms A and B is available in the Office of the State Comptroller's Guide to Finance Operations, Chapter XI, Section 18.C: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp>.**

## SALES TAX CERTIFICATION INSTRUCTIONS

The Tax Law was amended to require contractors with State agencies to certify to the Department of Taxation and Finance (DTF) that they, their affiliates, their subcontractors and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. Tax Law Section 5-a applies to all contracts in excess of **\$100,000** for the purchase by a covered agency of commodities or services, awarded pursuant to Article XI of the State Finance Law.

The successful Contractor must complete Contractor Certification Form ST-220-CA upon notification of selection by the Division. This certification to the procuring agency, also made under penalty of perjury, states that the requisite (ST-220-TD) certification has been made to DTF and, to the best of the Contractor's knowledge, that the requisite (ST-220-TD) certification is correct and complete.

If Contractor has any questions regarding either forms, ST-220-CA or ST-220-TD, the New York State Comptroller's Guide to Financial Operations will provide background information and the forms (<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/#XI/18/D.htm?Highlight=st-220>).

Contractors can refer to the Department of Taxation and Finance website, or the NYS Tax Law, Section 5-a, *Contractor Affiliate, Subcontractor, and Subcontractor Affiliate Sales and Compensating Use Tax Registration* for additional information and guidance.

## COMPLIANCE WITH NYS WORKERS' COMPENSATION LAW

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that the Division of the Budget shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with the Division, successful Firms will be required to verify, on forms authorized by the New York State Workers' Compensation Board, that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms used to demonstrate compliance with the WCL are indicated below.

***Please Note:*** *The insurance provider of the successful contractor must submit this insurance verification information upon notification of selection by the Division. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518) 486-6307. Failure to comply with the requirements of this appendix will be grounds for disqualification of an otherwise successful bid.*

### **Workers' Compensation Requirements under WCL § 57:**

To comply with coverage provisions of the WCL, Contractor must:

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

To verify compliance with the above, the DIVISION must receive one of the following properly executed Workers' Compensation Board forms from the Contractor, the Contractor's insurance carrier or the Workers' Compensation Board, depending on which form is appropriate:

- 1) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage. This form is completed electronically on the Board's website and printed out, [http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp); OR
- 2) C-105.2 – Certificate of Workers' Compensation Insurance. The Contractor's insurance carrier sends this form to the DIVISION. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; OR
- 3) SI-12 – Certificate of Workers' Compensation Self-Insurance. The Contractor contacts the Board's Self-Insurance Office at 518-402-0247 to obtain this form; OR
- 4) GSI-105.2 – Certificate of Participation in Worker's Compensation Group Self-Insurance. Contractor's Group Self-Insurance Administrator sends this form to the DIVISION.

**Disability Benefits Requirements under WCL § 220(8):**

To comply with the coverage provisions of the WCL regarding disability benefits, Contractor may:

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

To verify compliance with the above, the DIVISION must receive one of the following properly executed Workers' Compensation Board forms from the Contractor, the Contractor's insurance carrier or the Workers' Compensation Board, depending on which form is appropriate:

- 1) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage. This form is completed electronically on the Board's website and printed out, [http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp); **OR**
- 2) DB-120.1 – Certificate of Disability Benefits Insurance. The business's insurance carrier sends this form to the DIVISION; **OR**
- 3) DB-155 – Certificate of Disability Benefits Self-Insurance. The Contractor contacts the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

**APPENDIX C: PROPOSAL CHECKLIST**  
**Federal Single Audit for the State of New York**

Firm Name \_\_\_\_\_

Date \_\_\_\_\_

**Technical Proposal**

1. Did the Firm provide an electronic version of the Technical Proposal? Yes \_\_\_\_\_ No \_\_\_\_\_
2. Does the proposal contain all components of the Technical Proposal, as stated below?
  - A. **Table of Contents** Yes \_\_\_\_\_ No \_\_\_\_\_
  - B. **Executive Summary** Yes \_\_\_\_\_ No \_\_\_\_\_
  - C. **Minimum Qualifications Attestation Form (Appendix D)** Yes \_\_\_\_\_ No \_\_\_\_\_
  - D. **Specific Audit Plan and Approach**
    - Audit plan describing recommended technical approach Yes \_\_\_\_\_ No \_\_\_\_\_
    - List of deliverable items and estimated delivery dates Yes \_\_\_\_\_ No \_\_\_\_\_
    - Relationship of financial statement audit Yes \_\_\_\_\_ No \_\_\_\_\_
    - Federal government acceptance and quality control review Yes \_\_\_\_\_ No \_\_\_\_\_
    - Accordance with applicable auditing standards Yes \_\_\_\_\_ No \_\_\_\_\_
  - E. **Staff Experience and Qualifications**
    - Identify staff consistent with definitions in Form 1 Yes \_\_\_\_\_ No \_\_\_\_\_
    - Project organizational chart Yes \_\_\_\_\_ No \_\_\_\_\_
    - Qualifications and experience of staff assigned Yes \_\_\_\_\_ No \_\_\_\_\_
    - Staff resumes Yes \_\_\_\_\_ No \_\_\_\_\_
    - Staff classification by hours (Appendix E) Yes \_\_\_\_\_ No \_\_\_\_\_
    - Staff availability statement Yes \_\_\_\_\_ No \_\_\_\_\_
    - Commitment to on-site engagements statement Yes \_\_\_\_\_ No \_\_\_\_\_
  - F. **Firm Experience and Qualifications**
    - Summary of technical expertise and capabilities Yes \_\_\_\_\_ No \_\_\_\_\_
    - Direct prior experience Yes \_\_\_\_\_ No \_\_\_\_\_
    - Quality Assurance/ Training Yes \_\_\_\_\_ No \_\_\_\_\_
    - Additional Related Service Yes \_\_\_\_\_ No \_\_\_\_\_
    - Sample Audit Report Yes \_\_\_\_\_ No \_\_\_\_\_
    - Peer Review/Governmental Accounting Standards Board documents Yes \_\_\_\_\_ No \_\_\_\_\_
  - G. **Reference Letters**
    - Two (2) letters of reference for Firm's engagements, and one (1) letter of reference each for Engagement Partner and Audit Manager Yes \_\_\_\_\_ No \_\_\_\_\_
    - Four or less reference letters Yes \_\_\_\_\_ No \_\_\_\_\_
3. Excluding table of contents, staff resumes, letters of reference, Appendix D & E, sample audit report, peer review reports, and Governmental Accounting Standards documents is the Technical Proposal 30 pages or fewer? Yes \_\_\_\_\_ No \_\_\_\_\_

### Cost Proposal

- |   |           |          |
|---|-----------|----------|
| 1. Did the Firm provide an electronic version of the Cost Proposal? | Yes _____ | No _____ |
| 2. Did the Firm complete and sign Form 1: Cost Proposal Form?       | Yes _____ | No _____ |

### Administrative Proposal

- |   |           |          |
|---|-----------|----------|
| 1. Did the Firm provide an electronic version of the Administrative Proposal?   | Yes _____ | No _____ |
| 2. Did the Firm submit signed copies of:  |           |          |
| • Form 2: Firm Information and Attestation  | Yes _____ | No _____ |
| • Form 3: Non-Collusive Bidding Certification   | Yes _____ | No _____ |
| • Form 4: Firm Assurances of No Conflict of Interest or Detrimental Effect  | Yes _____ | No _____ |
| • Form 5: MWBE and Equal Employment Opportunities Requirements, Forms 5.1 and 5.2   | Yes _____ | No _____ |
| • Form 6: Response to the Diversity Practices Questionnaire, with supporting documentation  | Yes _____ | No _____ |
| • Form 7: Vendor Responsibility Questionnaire (hardcopy or submitted electronically in the State's VendRep system) for the Firm and any subcontractor anticipated to receive a subcontract in excess of \$100,000 | Yes _____ | No _____ |
| • Form 8: Procurement Lobbying Form   | Yes _____ | No _____ |
| • Form 9: Disclosure of Pending or Prior Lawsuits, Conflicts of Interest, or Investigations or Disciplinary Actions   | Yes _____ | No _____ |
| • Form 10: Freedom of Information Law Redaction Request   | Yes _____ | No _____ |
| • Form 11: Executive Order No. 177 Certification  | Yes _____ | No _____ |
| • Form 12: Sexual Harassment Prevention Certification   | Yes _____ | No _____ |
| • Form 13: Certification Under Executive Order No. 16   | Yes _____ | No _____ |

## APPENDIX D: MINIMUM QUALIFICATIONS ATTESTATION FORM

### Checklist for Minimum RFP Qualifying Requirements

Please complete, sign, and notarize this form. Submit the completed form with the Technical Proposal as required by RFP Subsection 2.1.C. **Please Note: A “No” response may be grounds for disqualification from this procurement.**

Qualifying Requirement		YES	NO
1.	The Firm's staff managing the project (Engagement Partner, Audit Manager, and Audit Team Leads) are properly licensed by New York State for public practice as a certified public accountant or as a public accountant consistent with generally accepted governmental auditing standards (GAGAS).		
2.	The Firm meets the independence requirements of the 2024 Government Auditing Standards: (latest electronic version available at <a href="http://www.gao.gov/">http://www.gao.gov/</a> ) as revised by the U.S. Government Accountability Office.		

Firm Name: \_\_\_\_\_

Name, Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX E: SCHEDULE OF STAFF CLASSIFICATION BY HOURS**  
**Federal Single Audit for the State of New York**

<b>Title</b>	<b>Staff Member(s)</b>	<b>Audit Yr 2026 Hours</b>	<b>Audit Yr 2027 Hours</b>	<b>Audit Yr 2028 Hours</b>	<b>Audit Yr 2029 Hours</b>	<b>Audit Yr 2030 Hours</b>	<b>Total Hours</b>
<b>Engagement Partner</b>							
<b>Audit Manager</b>							
<b>Audit Team Lead</b>							
<b>IT Audit Team Lead</b>							
<b>Senior Accountant</b>							
<b>Senior IT Accountant</b>							
<b>Staff Accountant</b>							
<b>Staff IT Accountant</b>							
<b>Total Hours By Audit Year</b>							

## APPENDIX F: SUMMARY OF MAJOR NYS PROGRAMS FOR SFY ENDING 3/31/24

Program Name	ALN Number
Pandemic EBT Food Benefits	10.542
Home Investment Partnerships Program	14.239
Highway Planning and Construction Cluster	20.205
Emergency Rental Assistance Program	21.023
Homeowner Assistance Fund	21.026
Coronavirus State and Local Fiscal Recovery Funds	21.027
State Small Business Credit Initiative Technical Assistance Grant Program	21.031
Rehabilitation Services- Vocational Rehabilitation Grants to States	84.126
Education Stabilization Fund	84.425
Immunization Cooperative Agreements	93.268
Child Support Enforcement	93.563
Adoption Assistance	93.659
Social Services Block Grant	93.667
Block Grants for Community Mental Health Services	93.958
Block Grants for Prevention and Treatment of Substance Abuse	93.959
Homeland Security Grant Program	97.067
Section 8 Project-Based Cluster	14.195
Student Financial Assistance Cluster	84.007, 84.033, 84.038, 84.063, 84.268, 84.379, 84.408, 93.264, 93.342, 93.364, 93.925
CCDF Cluster	93.489, 93.575, 93.596
Medicaid Cluster	93.775, 93.777, 93.778
Disability Insurance/SSI Cluster	96.001

Dollar Threshold used to distinguish between Type A and Type B Programs: \$173,959,721

# APPENDIX G: SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS YEAR ENDED 3/31/24

**STATE OF NEW YORK**  
Schedule of Expenditures of Federal Awards  
Year ended March 31, 2024

Federal assistance listing number	Federal agency/grantor/ pass through grantor program or cluster title	Pass through identifying number	Passed through to subrecipients	Federal expenditures
	U.S. Department of Agriculture:			
10.025	Plant and Animal Disease, Pest Control, and Animal Care	\$	—	6,792,263
10.163	Market Protection and Promotion		—	1,880,016
10.170	Specialty Crop Block Grant Program – Farm Bill		—	1,500,741
10.171	Organic Certification Cost Share Programs		—	335,237
10.174	Acer Access Development Program		—	116,014
10.182	Pandemic Relief Activities: Local Food Purchase Agreements with States, Tribes, and Local Governments		—	5,182,744
10.185	Local Food for Schools Cooperative Agreement Program		673,815	673,815
10.187	The Emergency Food Assistance Program (TEFAP) Commodity Credit Corporation Eligible Recipient Funds		1,906,095	1,906,095
10.250	Agricultural and Rural Economic Research, Cooperative Agreements and Collaborations		—	158,545
10.435	State Mediation Grants		—	356,912
10.525	Farm and Ranch Stress Assistance Network Competitive Grants Program		—	265,301
10.537	Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) Data and Technical Assistance Grants		—	30,347
10.542	COVID-19 – Pandemic EBT Food Benefits		—	859,326,474 *
	SNAP Cluster:			
10.551	Supplemental Nutrition Assistance Program		—	7,429,371,976
10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program		402,203,673	463,833,196
	Total SNAP Cluster		402,203,673	7,893,205,172
	Child Nutrition Cluster:			
10.555	National School Lunch Program		1,637,540,481	1,639,485,315
10.555	COVID-19 – National School Lunch Program		80,223,733	80,223,733
10.559	Summer Food Service Program for Children		354,719	361,405
10.582	Fresh Fruit and Vegetable Program		9,065,276	9,065,276
	Total Child Nutrition Cluster		1,727,184,209	1,729,135,729
10.557	WIC Special Supplemental Nutrition Program for Women, Infants, and Children		619,884,858	553,092,540
10.558	Child and Adult Care Food Program		250,901,228	254,153,672
10.560	State Administrative Expenses for Child Nutrition		—	24,018,954
	Food Distribution Cluster:			
10.565	Commodity Supplemental Food Program		16,104,569	17,673,526
10.568	Emergency Food Assistance Program (Administrative Costs)		13,866,970	13,866,970
10.569	Emergency Food Assistance Program (Food Commodities)		127,553,299	127,553,299
	Total Food Distribution Cluster		157,524,838	159,093,795
10.572	WIC Farmers' Market Nutrition Program (FMNP)		—	2,750,713
10.575	Farm to School Grant Program		—	37,388
10.576	Senior Farmers Market Nutrition Program		—	2,747,081
10.578	WIC Grants To States (WGS)		2,000,000	2,310,612
10.579	Child Nutrition Discretionary Grants Limited Availability		2,324,428	2,324,428
10.579	COVID-19 – Child Nutrition Discretionary Grants Limited Availability		263,485	263,485
	Total Child Nutrition Discretionary Grants Limited Availability		2,587,913	2,587,913
10.649	COVID-19 – Pandemic EBT Administrative Costs		—	27,916,520
10.664	Cooperative Forestry Assistance		—	2,658,333
10.676	Forest Legacy Program		—	1,071,618
10.680	Forest Health Protection		—	777,514
10.683	National Fish and Wildlife Foundation		—	17,780
10.698	State & Private Forestry Cooperative Fire Assistance		—	212,055
10.868	Rural Energy for America Program		—	13,340
10.912	Environmental Quality Incentives Program		—	59,159
	U.S. Department of Commerce:			
11.015	Broad Agency Announcement		—	4,000
11.032	State Digital Equity Planning and Capacity Grant		—	2,025,018
11.035	Broadband Equity, Access, and Deployment Program		—	2,777,250
	Economic Development Cluster:			
11.307	Economic Adjustment Assistance		6,000,000	6,684,624
	Total Economic Development Cluster		6,000,000	6,684,624
11.407	Interjurisdictional Fisheries Act of 1986		—	31,927
11.419	Coastal Zone Management Administration Awards		—	3,516,864
11.420	Coastal Zone Management Estuarine Research Reserves		—	934,351
11.454	Unallied Management Projects		—	640,618
11.473	Office for Coastal Management		—	100,000
11.474	Atlantic Coastal Fisheries Cooperative Management Act		—	186,368
11.611	Manufacturing Extension Partnership		15,272,239	15,437,839
	U.S. Department of Defense:			
12.113	State Memorandum of Agreement Program for the Reimbursement of Technical Services		—	419,573
12.400	Military Construction, National Guard		42,120,805	42,120,805
12.401	National Guard Military Operations and Maintenance (O&M) Projects		32,222,578	79,644,976
	U.S. Department of Housing and Urban Development:			
	Section 8 Project-Based Cluster:			
14.195	Project-Based Rental Assistance (PBRA)		—	1,962,997,119
	Total Section 8 Project-Based Cluster		—	1,962,997,119 *
14.228	Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii		126,546,748	128,096,963
14.231	Emergency Solutions Grant Program		—	8,133,880
14.231	COVID-19 – Emergency Solutions Grant Program		—	13,607,723
	Total Emergency Solutions Grant Program		—	21,741,603

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14.239	Home Investment Partnerships Program		\$ 13,765,747	272,078,714 *
14.241	Housing Opportunities for Persons with AIDS		—	3,099,516
14.241	COVID-19 – Housing Opportunities for Persons with AIDS		—	255,157
	Total Housing Opportunities for Persons with AIDS		—	3,354,673
14.267	Continuum of Care Program		—	82,650
	CDBG – Disaster Recovery Grants – Pub. L. No. 113-2 Cluster:			
14.269	Hurricane Sandy Community Development Block Grant Disaster Recovery Grants (CDBG-DR)		61,863,519	285,282,929
14.272	National Disaster Resilience Competition		—	5,568,813
	Total CDBG – Disaster Recovery Grants – Pub. L. No. 113-2 Cluster		61,863,519	290,851,742
14.275	Housing Trust Fund		—	3,334,638
	Pass-Through from NYS Housing Finance Agency	—	—	11,554,000
	Total Housing Trust Fund		—	14,888,638
14.401	Fair Housing Assistance Program		—	988,532
	Housing Voucher Cluster:			
14.871	Section 8 Housing Choice Vouchers		—	717,015,995
14.871	COVID-19 – Section 8 Housing Choice Vouchers		—	34,535,145
14.879	Mainstream Vouchers		—	3,208,976
	Total Housing Voucher Cluster		—	754,760,116
14.896	Family Self-Sufficiency Program		—	1,639,614
	U.S. Department of the Interior:			
15.114	Indian Education Higher Education Grant		—	3,000
15.018	Energy Community Revitalization Program (ECRP)		—	7,231,322
15.026	Indian Adult Education		—	14,000
15.073	Earth Mapping Resources Initiative		—	78,718
	Fish and Wildlife Cluster:			
15.605	Sport Fish Restoration		—	7,746,799
15.611	Wildlife Restoration and Basic Hunter Education and Safety		—	22,820,426
	Total Fish and Wildlife Cluster		—	30,567,225
15.614	Coastal Wetlands Planning, Protection and Restoration		—	10,310
15.622	Sportfishing and Boating Safety Act		—	89,427
15.634	State Wildlife Grants		—	2,118,550
15.662	Great Lakes Restoration		—	626,653
15.808	U.S. Geological Survey Research and Data Collection		—	89,580
15.810	National Cooperative Geologic Mapping		—	326,834
15.817	National Geospatial Program: Building The National Map		—	116,406
15.904	Historic Preservation Fund Grants-In-Aid		—	2,084,327
15.916	Outdoor Recreation Acquisition, Development and Planning		—	10,332,082
15.925	National Maritime Heritage Grants		—	118,464
	U.S. Department of Justice:			
16.017	Sexual Assault Services Formula Program		690,419	690,419
16.021	Justice Systems Response to Families		402,544	584,599
16.043	Veterans Treatment Court Discretionary Grant Program		80,709	127,520
16.540	Juvenile Justice and Delinquency Prevention		1,436,961	2,100,778
16.543	Missing Children's Assistance		—	1,102,518
16.548	Delinquency Prevention Program		189,599	196,087
16.550	State Justice Statistics Program for Statistical Analysis Centers		—	98,302
16.554	National Criminal History Improvement Program (NCHIP)		—	3,470,867
16.575	Crime Victim Assistance		97,376,742	103,149,595
16.576	Crime Victim Compensation		11,809,459	12,394,773
16.578	Public Benefit Conveyance Program		2,281,628	2,364,588
16.585	Treatment Court Discretionary Grant Program		1,949,848	2,550,302
16.588	Violence Against Women Formula Grants		5,928,811	6,721,872
16.590	Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program		303,682	455,665
16.593	Residential Substance Abuse Treatment for State Prisoners		48,999	549,819
16.606	State Criminal Alien Assistance Program		—	10,000,000
16.710	Public Safety Partnership and Community Policing Grants		—	3,436,924
16.735	PREA Program: Strategic Support for PREA Implementation		—	77,933
16.738	Edward Byrne Memorial Justice Assistance Grant Program		2,188,424	2,986,240
16.741	DNA Backlog Reduction Program		—	1,027,907
16.742	Paul Coverdell Forensic Sciences Improvement Grant Program		952,467	1,070,632
16.745	Criminal and Juvenile Justice and Mental Health Collaboration Program		745,607	781,617
16.751	Edward Byrne Memorial Competitive Grant Program		—	(2,700)
16.812	Second Chance Act Reentry Initiative		—	292,118
16.813	NICS Act Record Improvement Program		430,232	766,314
16.824	Emergency Law Enforcement Assistance Grant		446,781	446,781
16.830	Girls in the Juvenile Justice System		41,561	43,008
16.838	Comprehensive Opioid, Stimulant, and other Substances Use Program		430,582	1,333,851
16.922	Equitable Sharing Program		—	7,839,658
	U.S. Department of Labor:			
17.002	Labor Force Statistics		—	3,248,080
17.005	Compensation and Working Conditions		—	505,306
	Employment Service Cluster:			
17.207	Employment Service/Wagner-Peyser Funded Activities		—	48,600,503
17.801	Jobs for Veterans State Grants		—	11,621,289
	Total Employment Service Cluster		—	60,221,792

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17.225	Unemployment Insurance		\$ —	2,995,938,685
17.225	COVID-19 – Unemployment Insurance		—	(59,354,156)
	Total Unemployment Insurance Program		—	2,936,584,529
17.235	Senior Community Service Employment Program		4,680,451	4,830,191
17.245	Trade Adjustment Assistance		1,715,140	6,021,691
	WIOA Cluster:			
17.258	WIOA Adult Program		52,220,628	64,846,309
	Pass-Through from Cattaraugus One Stop Career Center	16-6002555	—	36,787
	Pass-Through from DOL Office of Rehabilitation (Pennsylvania)	—	—	8,939
	Pass-Through from OneWorkSource	—	—	2,824
	Pass-Through from Warren County Workforce	—	—	3,000
	Sub-total WIOA Adult Program		52,220,628	64,897,859
17.259	WIOA Youth Activities		52,320,582	63,952,463
17.278	WIOA Dislocated Worker Formula Grants		50,089,819	78,805,142
	Pass-Through from Brookhaven National Lab	—	—	45,225
	Pass-Through from Schenectady County Connects	—	—	1,695
	Pass-Through from Suffolk County DOL	11-6000464	—	131,375
	Total WIOA Cluster		154,631,029	207,833,759
17.268	H-1B Job Training Grants		—	—
	Pass-Through from Workforce Development Board of Herkimer, Madison and Oneida Counties	16-1140488	—	46,644
	Total H-1B Job Training Grants		—	46,644
17.270	Reentry Employment Opportunities		—	23,696
17.271	Work Opportunity Tax Credit Program (WOTC)		—	1,058,835
17.273	Temporary Labor Certification for Foreign Workers		—	1,752,806
17.277	WIOA National Dislocated Worker Grants / WIA National Emergency Grants		23,500	251,377
17.277	COVID-19 – WIOA National Dislocated Worker Grants / WIA National Emergency Grants		4,766,305	4,720,426
	Total WIOA National Dislocated Worker Grants / WIA National Emergency Grants		4,789,805	4,971,803
17.282	Trade Adjustment Assistance Community College and Career Training (TAACCCT) Grants		—	—
	Pass-Through from CSS Workforce New York	22-2520370	—	14,030
	Total TAACCCT Grant Program		—	14,030
17.285	Registered Apprenticeship		—	1,497,577
17.503	Occupational Safety and Health State Program		—	4,654,191
17.504	Consultation Agreements		—	3,619,109
17.600	Mine Health and Safety Grants		—	447,955
17.700	Women's Bureau		—	188,399
	U.S. Department of Transportation:			
20.106	Airport Improvement Program, COVID-19 Airports Programs, and Infrastructure Investment and Jobs Act Programs		—	11,848,636
20.205	Highway Planning and Construction		349,785,738	2,029,304,540 *
20.219	Recreational Trails Program		—	1,404,702
	Federal Motor Carrier Safety Assistance Cluster:			
20.218	Motor Carrier Safety Assistance		—	17,520,564
20.237	Motor Carrier Safety Assistance High Priority Activities Grants and Cooperative Agreements		—	2,612,288
	Total Federal Motor Carrier Safety Assistance Cluster		—	20,132,852
20.232	Commercial Driver's License Program Implementation Grant		—	4,035,806
20.301	Railroad Safety		—	40,074
20.319	High-Speed Rail Corridors and Intercity Passenger Rail Service – Capital Assistance Grants		48,418	209,613
20.325	Consolidated Rail Infrastructure and Safety Improvements		107,568	107,568
20.326	Federal-State Partnership for Intercity Passenger Rail		47,009	47,009
20.505	Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research		4,112,252	6,106,105
20.509	Formula Grants for Rural Areas and Tribal Transit Program		9,739,303	10,669,626
20.509	COVID-19 – Formula Grants for Rural Areas and Tribal Transit Program		5,001,010	5,001,010
	Total Formula Grants for Rural Areas and Tribal Transit Program		14,740,313	15,670,636
	Transit Services Programs Cluster:			
20.513	Enhanced Mobility of Seniors and Individuals with Disabilities		2,434,178	2,434,178
	Total Transit Services Programs Cluster		2,434,178	2,434,178
20.528	Rail Fixed Guideway Public Transportation System State Safety Oversight Formula Grant Program		—	2,928,612
	Highway Safety Cluster:			
20.600	State and Community Highway Safety		1,213,102	34,942,944
	Total Highway Safety Cluster		1,213,102	34,942,944
20.614	National Highway Traffic Safety Administration (NHTSA) Discretionary Safety Grants and Cooperative Agreements		—	271,545
20.700	Pipeline Safety Program State Base Grant		—	1,947,377
20.703	Interagency Hazardous Materials Public Sector Training and Planning Grants		134,536	971,807
20.706	Pipeline Emergency Response Grant (PERG)		—	33,072
20.806	State Maritime Schools		—	2,843,920
	U.S. Department of Treasury:			
21.016	Equitable Sharing		—	731,428
21.017	Social Impact Partnerships to Pay for Results Act (SIPPRA)		—	12,727

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21.023	COVID-19 – Emergency Rental Assistance Program		\$ —	204,983,779 *
21.026	COVID-19 – Homeowner Assistance Fund		52,167,756	53,415,940 *
21.027	COVID-19 – Coronavirus State and Local Fiscal Recovery Funds		—	2,250,000,000 *
21.029	COVID-19 – Coronavirus Capital Projects Fund		—	2,986,061
21.031	COVID-19 – State Small Business Credit Initiative Technical Assistance Grant Program		3,601,022	3,601,022 *
23.011	U.S. Appalachian Regional Commission: Appalachian Research, Technical Assistance, and Demonstration Projects		—	267,014
30.001	U.S. Equal Employment Opportunity Commission: Employment Discrimination Title VII of the Civil Rights Act of 1964		—	1,344,609
43.001	National Aeronautics and Space Administration: Science		—	110,202
43.002	Aeronautics		—	31,110
43.008	Office of Stem Engagement (OSTEM)		—	23,000
43.009	Mission Support		—	18,316
45.025	National Endowment for the Arts: Promotion of the Arts Partnership Agreements		120,880	120,880
45.310	Institute of Museum and Library Services: Grants to States		1,835,513	9,302,738
45.310	COVID-19 – Grants to States		518,531	887,506
	Total Grants to States		2,354,044	10,190,244
59.061	Small Business Administration: State Trade Expansion		—	469,210
64.005	Department of Veterans Affairs: Grants to States for Construction of State Home Facilities		—	1,766,231
64.010	Veterans Nursing Home Care		—	52,013,863
64.028	Post-9/11 Veterans Educational Assistance		—	10,544,593
64.032	Montgomery GI Bill Selected Reserve		—	226,188
64.116	Veteran Readiness and Employment		—	1,887,951
64.124	All-Volunteer Force Educational Assistance		—	4,664,724
66.001	U.S. Environmental Protection Agency: Air Pollution Control Program Support		—	6,249,306
66.032	State Indoor Radon Grants		—	232,945
66.034	Surveys, Studies, Research, Investigations, Demonstrations, and Special Purpose Activities Relating to the Clean Air Act		—	1,857,699
66.046	Climate Pollution Reduction Grants		—	137,874
66.204	Multipurpose Grants to States and Tribes		—	134,505
66.432	State Public Water System Supervision		—	3,266,665
66.437	Long Island Sound Program		—	913,721
66.442	Water Infrastructure Improvements for the Nation Small and Underserved Communities Emerging Contaminants Grant Program		105,598	105,598
66.444	Voluntary School and Child Care Lead Testing and Reduction Grant Program (SDWA 1464(d))		—	41,623
66.454	Water Quality Management Planning		—	1,600,259
66.458	Clean Water State Revolving Fund Cluster: Clean Water State Revolving Fund		510,228,080	510,905,279
	Total Clean Water State Revolving Fund Cluster		510,228,080	510,905,279
66.466	Chesapeake Bay Program		—	3,560,581
66.468	Drinking Water State Revolving Fund Cluster: Drinking Water State Revolving Fund		167,442,440	176,154,657
	Total Drinking Water State Revolving Fund Cluster		167,442,440	176,154,657
66.469	Great Lakes Program		—	2,939,136
66.472	Beach Monitoring and Notification Program Implementation Grants		—	323,471
66.481	Lake Champlain Basin Program		—	406,274
66.605	Performance Partnership Grants		—	12,025,955
66.701	Toxic Substances Compliance Monitoring Cooperative Agreements		—	68,294
66.801	Hazardous Waste Management State Program Support		—	4,117,334
66.802	Superfund State, Political Subdivision, and Indian Tribe Site-Specific Cooperative Agreements		—	326,547
66.804	Underground Storage Tank (UST) Prevention, Detection, and Compliance Program		—	1,223,833
66.805	Leaking Underground Storage Tank Trust Fund Corrective Action Program		—	224,289
66.817	State and Tribal Response Program Grants		—	1,126,707
81.041	U.S. Department of Energy: State Energy Program		—	3,962,979
81.042	Weatherization Assistance for Low-Income Persons		29,152,722	31,845,094
81.087	Renewable Energy Research and Development		128,581	3,550,467
81.092	Remedial Action and Waste Management		—	18,341

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81.123	National Nuclear Security Administration (NNSA) Minority Serving Institutions (MSI) Program		\$ —	48,030
81.135	Advanced Research Projects Agency – Energy		—	53,515
81.138	State Heating Oil and Propane Program		—	23,875
	U.S. Department of Education:			
84.002	Adult Education – Basic Grants to States		46,278,453	52,546,535
84.010	Title I Grants to Local Educational Agencies		1,350,230,347	1,366,472,515
84.011	Migrant Education State Grant Program		6,839,218	9,114,660
84.013	Title I State Agency Program for Neglected and Delinquent Children and Youth		—	2,247,844
	Special Education Cluster (IDEA):			
84.027	Special Education Grants to States		765,555,974	860,008,731
84.027	COVID-19 – Special Education Grants to States		119,744,223	119,744,223
84.173	Special Education Preschool Grants		27,128,865	34,420,208
84.173	COVID-19 – Special Education Preschool Grants		12,468,297	12,468,297
	Total Special Education Cluster (IDEA)		924,897,359	1,026,641,459
84.032	Federal Family Education Loan Program		—	1,040,943,452
84.048	Career and Technical Education – Basic Grants to States		61,282,013	67,863,825
84.126	Rehabilitation Services Vocational Rehabilitation Grants to States		—	165,041,275
84.144	Migrant Education Coordination Program		—	95,700
84.177	Rehabilitation Services Independent Living Services for Older Individuals Who are Blind		—	2,433,765
84.181	Special Education-Grants for Infants and Families		11,971,902	31,861,350
84.181	COVID-19 – Special Education-Grants for Infants and Families		1,724,782	3,682,825
	Total Special Education Grants for Infants and Families		13,696,684	35,544,175
84.184	School Safety National Activities		—	318,063
84.187	Supported Employment Services for Individuals with the Most Significant Disabilities		—	1,294,982
84.196	Education for Homeless Children and Youth		5,639,836	7,445,118
84.282	Charter Schools		13,623,801	16,585,422
84.287	Twenty-First Century Community Learning Centers		74,945,201	77,978,185
84.323	Special Education – State Personnel Development		46,879	2,183,457
84.334	Gaining Early Awareness and Readiness for Undergraduate Programs		2,276,149	2,795,669
84.358	Rural Education		1,852,744	1,926,680
84.365	English Language Acquisition State Grants		54,417,429	57,480,405
84.367	Supporting Effective Instruction State Grants (formerly Improving Teacher Quality State Grants)		114,817,362	124,120,106
84.368	Competitive Grants for State Assessments		—	6,527
84.369	Grants for State Assessments and Related Activities		—	12,944,352
84.372	Statewide Longitudinal Data Systems		—	232,379
84.421	Disability Innovation Fund (DIF)		91,914	469,959
84.424	Student Support and Academic Enrichment Program		87,352,687	93,375,232
	Education Stabilization Fund Cluster:			
84.425B	COVID-19 – Education Stabilization Fund – Discretionary Grants: Rethink K-12 Education Models Grants		—	4,837,941
84.425C	COVID-19 – Education Stabilization Fund – Governor’s Emergency Education Relief (GEER)		25,776,817	25,776,817
84.425D	COVID-19 – Education Stabilization Fund – Elementary and Secondary School Emergency Relief (ESSER)		1,517,376,035	1,517,833,768
84.425E	COVID-19 – Education Stabilization Fund -Higher Education Emergency Relief (HEERF) Student Aid Portion		—	107,137
84.425F	COVID-19 – Education Stabilization Fund – HEERF Institutional Portion		—	7,521,067
84.425G	COVID-19 – Education Stabilization Fund – Discretionary Grants: Reimagining Workforce Preparation Grants		823,135	3,106,529
84.425M	COVID-19 – Education Stabilization Fund – Strengthening Institutions Program (SIP)		—	2,918,159
84.425R	COVID-19 – Coronavirus Response and Relief Supplemental Appropriations – Emergency Assistance for Non-Public Schools		—	29,789,268
84.425U	COVID-19 – American Rescue Plan Elementary and Secondary School Emergency Relief Fund		2,437,836,197	2,447,615,074
84.425V	COVID-19 – American Rescue Plan Emergency Assistance to Non-public Schools		—	20,027,945
84.425W	COVID-19 – American Rescue Plan Elementary and Secondary School Emergency Relief – Homeless Children and Youth		3,804,511	4,567,803
	Total Education Stabilization Fund Cluster		3,985,616,695	4,064,101,508
89.003	National Archives and Records Administration: National Historical Publications and Records Grants		—	13,117
	U.S. Elections Assistance Commission:			
90.401	Help America Vote Act Requirements Payments		143,974	3,078,670
90.404	HAVA Election Security Grants		—	5,163,992
	U.S. Northern Border Regional Commission:			
90.601	Northern Border Regional Development		193,785	193,785
	U.S. Department of Health and Human Services:			
93.042	Special Programs for the Aging, Title VII, Chapter 2, Long Term Care Ombudsman Services for Older Individuals		1,197,692	1,197,948
93.043	Special Programs for the Aging, Title III, Part D, Disease Prevention and Health Promotion Services		2,271,511	2,226,424
93.043	COVID-19 – Special Programs for the Aging, Title III, Part D, Disease Prevention and Health Promotion Services		57,440	57,440
	Total Special Programs for the Aging, Title III, Part D, Disease Prevention and Health Promotion Services		2,328,951	2,283,864
	Aging Cluster:			
93.044	Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers		16,865,053	17,330,723
93.044	COVID-19 – Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers		495,659	495,659
93.045	Special Programs for the Aging, Title III, Part C, Nutrition Services		33,583,566	37,115,039
93.045	COVID-19 – Special Programs for the Aging, Title III, Part C, Nutrition Services		709,807	709,807
93.053	Nutrition Services Incentive Program		15,433,345	15,433,345
	Total Aging Cluster		67,087,430	71,084,573

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93.048	Special Programs for the Aging, Title IV, and Title II, Discretionary Projects		\$ 873,428	1,038,654
93.048	COVID-19 – Special Programs for the Aging, Title IV, and Title II, Discretionary Projects		26,865	26,865
	Total Special Programs for the Aging, Title IV, and Title II, Discretionary Projects		900,293	1,065,519
93.052	National Family Caregiver Support, Title III, Part E		10,913,421	10,351,851
93.052	COVID-19 – National Family Caregiver Support, Title III, Part E		214,601	214,601
	Total National Family Caregiver Support, Title III, Part E		11,128,022	10,566,252
93.071	Medicare Enrollment Assistance Program		1,265,043	1,465,584
93.072	Lifespan Respite Care Program		604,067	636,918
93.074	Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements		—	134,500
93.079	Cooperative Agreements to Promote Adolescent Health through School-Based HIV/STD Prevention and School-Based Surveillance		—	100,000
93.090	Guardianship Assistance		26,518,015	27,021,093
93.090	COVID-19 – Guardianship Assistance		2,538,654	2,538,654
	Total Guardianship Assistance		29,056,669	29,559,747
93.092	Affordable Care Act (ACA) Personal Responsibility Education Program		2,220,284	2,513,438
93.103	Food and Drug Administration Research		—	2,158,635
93.110	Maternal and Child Health Federal Consolidated Programs		—	285,958
93.116	Project Grants and Cooperative Agreements for Tuberculosis Control Programs		837,432	2,419,071
93.130	Cooperative Agreements to States/Territories for the Coordination and Development of Primary Care Offices		—	338,418
93.150	Projects for Assistance in Transition from Homelessness (PATH)		3,843,547	3,983,081
93.157	Centers of Excellence		—	194,665
93.165	Grants to States for Loan Repayment		444,320	444,320
93.217	Family Planning Services		8,910,263	10,636,990
93.217	COVID-19 – Family Planning Services		125,131	125,131
	Total Family Planning Services		9,035,394	10,762,121
93.228	Indian Health Service, Health Management Development Program		—	797,511
93.235	Title V State Sexual Risk Avoidance Education (Title V State SRAE) Program		2,708,536	2,919,883
93.243	Substance Abuse and Mental Health Services Projects of Regional and National Significance		9,727,372	10,730,074
93.268	Immunization Cooperative Agreements		918,250	174,831,897
93.268	COVID-19 – Immunization Cooperative Agreements		3,842,065	16,311,559
	Total Immunization Cooperative Agreements		4,760,315	191,143,456 *
93.283	Centers for Disease Control and Prevention Investigations and Technical Assistance		—	3,000
93.288	National Health Service Corps Scholarship Program		—	149,956
93.303	Nurse Corps Scholarship		—	20,978
93.307	Minority Health and Health Disparities Research		—	94,808
93.323	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)		—	—
	Pass Through from Health Research Inc	14-1402155	—	4,589,531
	Total Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)		—	4,589,531
93.324	State Health Insurance Assistance Program		1,263,993	1,901,985
93.367	Flexible Funding Model – Infrastructure Development and Maintenance for State Manufactured Food Regulatory Programs		—	247,201
93.369	ACL Independent Living State Grants		—	1,191,741
93.378	Integrated Care for Kids Model		1,508,946	1,973,758
93.394	Cancer Detection and Diagnosis Research		—	263,918
93.434	Every Student Succeeds Act/Preschool Development Grants		—	5,197,003
93.464	ACL Assistive Technology		—	694,213
93.493	Congressional Directives		1,218,830	1,218,830
93.497	Family Violence Prevention and Services/Sexual Assault/Rape Crisis Services and Supports		—	6,000
93.497	COVID-19 - Family Violence Prevention and Services/Sexual Assault/Rape Crisis Services and Supports		—	1,877,587
	Total Family Violence Prevention and Services/Sexual Assault/Rape Crisis Services and Supports		—	1,883,587
93.498	Provider Relief Fund and American Rescue Plan (ARP) Rural Distribution		—	15,529,105
93.499	COVID-19 Low-Income Housing Water Assistance Program		—	28,489,005
93.516	Public Health Training Centers Program		—	357,738
93.556	MaryLee Allen Promoting Safe and Stable Families Program		17,751,047	23,386,357
93.556	COVID-19 – MaryLee Allen Promoting Safe and Stable Families Program		—	15,070
	Total MaryLee Allen Promoting Safe and Stable Families Program		17,751,047	23,401,427
93.558	Temporary Assistance for Needy Families		1,845,945,427	1,880,939,663
93.558	COVID-19 – Temporary Assistance for Needy Families		2,682,390	2,713,766
	Total Temporary Assistance for Needy Families		1,848,627,817	1,883,653,429
93.563	Child Support Services		132,518,967	243,723,333 *
93.564	Child Support Services Research		—	208,929
93.566	Refugee and Entrant Assistance State/Replacement Designee Administered Programs		10,301,212	35,115,052
93.568	Low-Income Home Energy Assistance		160,513,165	533,519,793
93.568	COVID-19 – Low-Income Home Energy Assistance		—	10,727,701
	Total Low-Income Home Energy Assistance		160,513,165	544,247,494
93.569	Community Services Block Grant		63,786,254	67,497,553
93.569	COVID-19 – Community Services Block Grant		(9,620)	(9,620)
	Total Community Services Block Grant		63,776,634	67,487,933

**STATE OF NEW YORK**  
Schedule of Expenditures of Federal Awards  
Year ended March 31, 2024

<b>Federal assistance listing number</b>	<b>Federal agency/grantor/ pass through grantor program or cluster title</b>	<b>Pass through identifying number</b>	<b>Passed through to subrecipients</b>	<b>Federal expenditures</b>
	CCDF Cluster:			
93.575	Child Care and Development Block Grant		\$ 355,904,716	482,586,034
93.575	COVID-19 – Child Care and Development Block Grant		346,354,941	800,606,549
93.596	Child Care Mandatory and Matching Funds of the Child Care and Development Fund		270,053,494	270,053,494
	Total CCDF Cluster		972,313,151	1,553,246,077 *
93.586	State Court Improvement Program		—	1,118,482
93.590	Community-Based Child Abuse Prevention Grants		3,776,978	4,159,704
93.590	COVID-19 – Community-Based Child Abuse Prevention Grants		1,773,865	2,063,382
	Total Community-Based Child Abuse Prevention Grants		5,550,843	6,223,086
93.597	Grants to States for Access and Visitation Programs		—	415,067
93.599	Chafee Education and Training Vouchers Program (ETV)		1,936,636	1,976,636
93.599	COVID-19 – Chafee Education and Training Vouchers Program (ETV)		600,000	600,000
	Pass-Through from Education and Training Voucher (ETV) program of NYS	—	—	13,385
	Total Chafee Education and Training Vouchers Program (ETV)		2,536,636	2,590,021
	Head Start Cluster:			
93.600	Head Start		—	230,814
	Total Head Start Cluster		—	230,814
93.603	Adoption and Legal Guardianship Incentive Payments		—	553,118
93.630	Developmental Disabilities Basic Support and Advocacy Grants		3,437,466	5,726,015
93.640	Basic Health Program (Affordable Care Act)		—	9,745,024,987
93.643	Children's Justice Grants to States		811,910	987,336
93.645	Stephanie Tubbs Jones Child Welfare Services Program		10,617,342	10,617,342
93.658	Foster Care Title IV-E		447,958,688	475,330,976
93.658	COVID-19 – Foster Care Title IV-E		13,635,867	13,635,867
	Total Foster Care Title IV-E		461,594,555	488,966,843
93.659	Adoption Assistance		206,176,241	210,012,721
93.659	COVID-19 – Adoption Assistance		21,889,003	21,889,003
	Total Adoption Assistance		228,065,244	231,901,724
93.667	Social Services Block Grant		453,119,321	462,177,553 *
93.669	Child Abuse and Neglect State Grants		4,845,879	5,051,497
93.669	COVID-19 – Child Abuse and Neglect State Grants		61,000	(442,048)
	Total Child Abuse and Neglect State Grants		4,906,879	4,609,449
93.671	Family Violence Prevention and Services/Domestic Violence Shelter and Supportive Services		4,769,966	7,260,883
93.671	COVID-19 – Family Violence Prevention and Services/Domestic Violence Shelter and Supportive Services		6,150,300	6,150,300
	Total Family Violence Prevention and Services/Domestic Violence Shelter and Supportive Services		10,920,266	13,411,183
93.674	John H. Chafee Foster Care Program for Successful Transition to Adulthood		14,116,593	14,116,593
93.734	Empowering Older Adults and Adults with Disabilities through Chronic Disease Self-Management Education Programs – financed by Prevention and Public Health Funds (PPHF)		—	80,986
93.747	Elder Abuse Prevention Interventions Program		511,036	1,028,326
93.747	COVID-19 – Elder Abuse Prevention Interventions Program		4,700,495	5,603,924
	Total Elder Abuse Prevention Interventions Program		5,211,531	6,632,250
93.767	Children's Health Insurance Program		4,772,706	1,202,860,636
93.767	COVID-19 – Children's Health Insurance Program		—	459,189
	Total Children's Health Insurance Program		4,772,706	1,203,319,825
	Medicaid Cluster:			
93.775	State Medicaid Fraud Control Units		—	42,420,967
93.775	COVID-19 – State Medicaid Fraud Control Units		—	60
93.777	State Survey and Certification of Health Care Providers and Suppliers (Title XVIII) Medicare		—	11,752,990
93.778	Medical Assistance Program		436,779,851	59,175,134,855
	Total Medicaid Cluster		436,779,851	59,229,308,872 *
93.791	Money Follows the Person Rebalancing Demonstration		—	23,830,296
93.870	Maternal, Infant and Early Childhood Home Visiting Grant		6,851,953	7,856,292
93.870	COVID-19 – Maternal, Infant and Early Childhood Home Visiting Grant		1,836,948	1,836,948
	Total Maternal, Infant and Early Childhood Home Visiting Grant		8,688,901	9,693,240
93.914	HIV Emergency Relief Project Grants		—	367,087
93.958	Block Grants for Community Mental Health Services		62,549,685	64,932,293 *
93.959	Block Grants for Prevention and Treatment of Substance Abuse		151,778,510	172,266,282
93.959	COVID-19 – Block Grants for Prevention and Treatment of Substance Abuse		—	195,850
	Total Block Grants for Prevention and Treatment of Substance Abuse		151,778,510	172,462,132 *
93.977	Sexually Transmitted Diseases (STD) Prevention and Control Grants		536,778	2,290,550
93.977	COVID-19 – Sexually Transmitted Diseases (STD) Prevention and Control Grants		293,442	2,604,275
	Total Sexually Transmitted Diseases (STD) Prevention and Control Grants		830,220	4,894,825
93.991	Preventive Health and Health Services Block Grant		1,705,553	11,330,339
93.994	Maternal and Child Health Services Block Grant to the States		18,150,902	39,886,447
93.994	COVID-19 – Maternal and Child Health Services Block Grant to the States		—	389,541
	Total Maternal and Child Health Services Block Grant to the States		18,150,902	40,275,988

**STATE OF NEW YORK**  
Schedule of Expenditures of Federal Awards  
Year ended March 31, 2024

Federal assistance listing number	Federal agency/grantor/ pass through grantor program or cluster title	Pass through identifying number	Passed through to subrecipients	Federal expenditures
94.003	Corporation for National and Community Service:			
	State Commissions		\$ —	818,955
94.006	AmeriCorps		12,987,628	13,226,464
94.008	Commission Investment Fund		—	153,559
	U.S. Social Security Administration:			
	Disability Insurance/SSI Cluster:			
96.001	Social Security Disability Insurance		—	191,234,603
	Total Disability Insurance/SSI Cluster		—	191,234,603 *
	U.S. Department of Homeland Security:			
97.008	Non-Profit Security Program		20,021,798	20,088,447
97.012	Boating Safety Financial Assistance		—	2,347,697
97.023	Community Assistance Program State Support Services Element (CAP-SSSE)		—	998,267
97.029	Flood Mitigation Assistance		67,800	67,800
97.036	Disaster Grants – Public Assistance (Presidentially Declared Disasters)		551,013,866	1,556,951,428
97.036	COVID-19 – Disaster Grants – Public Assistance (Presidentially Declared Disasters)		3,375,340,577	3,375,349,951
	Total Disaster Grants – Public Assistance (Presidentially Declared Disasters)		3,926,354,443	4,932,301,379
97.039	Hazard Mitigation Grant		132,429,586	137,032,348
97.039	COVID-19 – Hazard Mitigation Grant		—	3,850
	Total Hazard Mitigation Grant		132,429,586	137,036,198
97.041	National Dam Safety Program		—	495,860
97.042	Emergency Management Performance Grants		7,328,123	15,074,967
97.044	Assistance to Firefighters Grant		—	914,133
97.045	Cooperating Technical Partners		—	328,869
97.047	BRIC: Building Resilient Infrastructure and Communities		748,868	748,868
97.050	COVID-19 – Presidential Declared Disaster Assistance to Individuals and Households – Other Needs		—	3,815,273
97.052	Emergency Operations Center		1,349,671	1,349,671
97.056	Port Security Grant Program		—	831,440
97.067	Homeland Security Grant Program		174,237,301	206,832,883 *
97.088	Disaster Assistance Projects		2,340,390	2,345,908
97.109	Disaster Housing Assistance Grant		—	8,113,080
97.111	Regional Catastrophic Preparedness Grant Program (RCPGP)		160,514	162,773
97.132	Financial Assistance for Targeted Violence and Terrorism Prevention		65,210	80,209
	Other Clusters:			
	Student Financial Assistance Cluster:			
	U.S. Department of Education:			
84.007	Federal Supplemental Educational Opportunity Grants		—	7,076,092
84.033	Federal Work-Study Program		—	13,773,854
84.038	Federal Perkins Loan Program (FPL)-Federal Capital Contributions		—	25,009,978
84.063	Federal Pell Grant Program		—	333,595,550
84.268	Federal Direct Student Loans		—	1,014,468,875
84.379	Teacher Education Assistance for College and Higher Education Grants (TEACH Grants)		—	3,559,411
	Total U.S. Department of Education		—	1,397,483,760
	U.S. Department of Health and Human Services:			
93.342	Health Professions Student Loans, Including Primary Care Loans and Loans for Disadvantaged Students		—	14,601,187
93.364	Nursing Student Loans		—	8,970,764
93.925	Scholarships for Health Professions Students from Disadvantaged Backgrounds		—	796,717
	Total U.S. Department of Health and Human Services		—	24,368,668
	Total Student Financial Assistance Cluster		—	1,421,852,428 *
	Research and Development Cluster:			
16.593	Residential Substance Abuse Treatment for State Prisoners		—	9,546
20.205	Highway Planning and Construction		—	1,239,662
84.013	Title I State Agency Program for Neglected and Delinquent Children and Youth		—	31,769
93.564	Child Support Services Research		—	153,252
	Total Research and Development Cluster		—	1,434,229
	Total Expenditures of Federal Awards		\$ 21,159,551,887	115,821,289,274

\* Represents Major Program

See accompanying notes to the Schedule of Expenditures of Federal Awards.

## STATE OF NEW YORK

### Notes to the Schedule of Expenditures of Federal Awards

Year Ended March 31, 2024

#### (1) Summary of Significant Accounting Policies

##### (a) Reporting Entity

For purposes of complying with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), the State of New York (State) is defined in a manner consistent with the entity defined in the State of New York Annual Comprehensive Financial Report as of and for the year ended March 31, 2024. The following entities, however, are excluded:

- i. New York State and Local Retirement System, State Lottery, and the City University of New York Fund;
- ii. Research Foundation of the State University of New York;
- iii. All public benefit corporations, as defined in the Annual Comprehensive Financial Report (Note 14), except for the following five public benefit corporations which are included:
  1. Dormitory Authority of the State of New York;
  2. New York State Energy Research and Development Authority;
  3. Hugh L. Carey Battery Park City Authority;
  4. Housing Trust Fund Corporation; and
  5. Higher Education Services Corporation.

Each of the excluded entities are subject to separate audits in compliance with the Uniform Guidance, as applicable.

##### (b) Basis of Presentation

The Schedule of Expenditures of Federal Awards (Schedule) includes the federal award activity of the State under programs of the federal government for the year ended March 31, 2024. The information in this Schedule is presented in accordance with the Uniform Guidance. The Schedule presents only a selected portion of the operations of the State; therefore, it is not intended to and does not present the net position, changes in net position, or cash flows of the State.

##### (c) Basis of Accounting

Expenditures reported on the Schedule are generally reported on the cash basis of accounting, as reported by the Statewide Financial System (SFS). The expenditures reported on the Schedule are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or limited as to reimbursement. The negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. These transactions and rebates may cause a pass through subrecipient amount to be higher than the federal expenditure amount for an Assistance Listing Number. The SFS provides primary information from which the basic financial statements are prepared.

## STATE OF NEW YORK

### Notes to the Schedule of Expenditures of Federal Awards

Year Ended March 31, 2024

#### (d) Matching Costs

Matching costs, the nonfederal share of certain program costs, are not included in the Schedule except for the State's share of unemployment insurance (see Note 4).

#### (2) Relationship to Federal Financial Reports

The regulations and guidelines governing the preparation of federal financial reports vary by federal agency and among programs administered by the same agency. Accordingly, the amounts reported in the federal financial reports do not necessarily agree with the amounts reported in the Schedule, which is prepared on the basis explained in Note 1(c).

#### (3) Indirect Cost Rate

The State does not utilize the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

#### (4) Unemployment Insurance

State unemployment tax revenues and other payments must be deposited into the Unemployment Trust Fund in the U.S. Treasury. Use of these funds is restricted to pay benefits under the federally approved State unemployment law. State unemployment insurance funds as well as federal funds are used to pay benefits under the Unemployment Insurance program (Assistance Listing Number 17.225). The amount reported in the Schedule for the Unemployment Insurance program included \$2.8 billion in State-funded expenditures deposited into the Unemployment Trust Fund in the U.S. Treasury.

#### (5) Loan and Loan Guarantee Programs

##### (a) Federal Student Loan and Loan Guarantee Programs

The federal student loan programs listed below are administered by the State through the State University of New York (SUNY), and balances and transactions related to these programs are included in the State's Annual Comprehensive Financial Report. Loans made during the year are included as federal expenditures presented in the Schedule. Loans outstanding at March 31, 2024 amounted to approximately \$33 million, net of allowance for doubtful accounts. The following table displays activity for federal student loans outstanding at March 31, 2024:

Assistance Listing Number	Program Title	Beginning Balance	Additions	Deletions	Ending Balance
84.038	Federal Perkins Loan (FPL) Program – Federal Capital Contributions	\$ 25,009,978	\$ —	\$ 12,000,743	\$ 13,009,235
93.342	Health Professions Student Loans, Including Primary Care Loans/Loans for Disadvantaged Students	\$ 13,235,851	\$ 1,365,336	\$ 2,081,949	\$ 12,519,238
93.364	Nursing Student Loans	\$ 7,613,339	\$ 1,357,425	\$ 1,204,889	\$ 7,765,875

## STATE OF NEW YORK

### Notes to the Schedule of Expenditures of Federal Awards

Year Ended March 31, 2024

SUNY participates in the Federal Direct Student Loans program (Assistance Listing Number 84.268), which provides federal loans directly to students rather than through private lending institutions. SUNY is responsible only for the origination of the loan (i.e., determining student eligibility and disbursing loan proceeds to the borrower). The Direct Loan Servicer is then responsible for overall servicing and collection of the loan. During the year ended March 31, 2024, SUNY processed approximately \$1 billion of new loans under the Federal Direct Student Loans program, which are included in the Schedule. The program is administered by the federal government; therefore, new loans made during the year are reported in the Schedule, whereas the outstanding loan balances are not.

During fiscal year 2024, Higher Education Services Corporation (HESC) terminated its role with the U.S. Department of Education as the guaranty agency administering the Federal Family Education Loan Program (FFELP) on behalf of New York State. The outstanding loans were transferred to the Trellis Company designated as the successor guaranty agency for New York. A remaining balance of loans outstanding at March 31, 2024 amounted to approximately \$3 million. The following table displays activity for federal student loans outstanding at March 31, 2024:

Assistance Listing Number	Program Title	Beginning Balance	Additions	Deletions	Ending Balance
84.032	Federal Family Education Loans (Guaranty Agencies) Program - Active loans	\$ 670,822	\$ —	\$ 670,822	\$ —
84.032	Federal Family Education Loans (Guaranty Agencies) Program - Default loans	\$ 1,038,404,308	\$ 157,482	\$ 1,035,574,987	\$ 2,986,803

#### **(b) Home Investment Partnerships Program**

The State administers the Home Investment Partnerships (HOME) Program (Assistance Listing Number 14.239) through the Housing Trust Fund Corporation. A portion of the HOME Program payments are in the form of low interest loans made to not-for-profit and for-profit organizations to construct multi-family apartment buildings. Loans outstanding at March 31, 2024 amounted to approximately \$257 million. The following table displays activity for the HOME Program loans outstanding at March 31, 2024:

Assistance Listing Number	Program Title	Beginning Balance	Additions	Deletions	Ending Balance
14.239	Home Investment Partnerships Program	\$ 247,325,733	\$ 10,298,924	\$ 630,585	\$ 256,994,072

# STATE OF NEW YORK

## Notes to the Schedule of Expenditures of Federal Awards

Year Ended March 31, 2024

### (c) *Housing Trust Fund*

The State administers the Housing Trust Fund (HTF) program (Assistance Listing Number 14.275) through the Housing Finance Agency who transfers the funds to the Housing Trust Fund Corporation. The funds of the HTF program payments are in the form of loans made to not-for-profit and for-profit organizations, and charitable organizations to support new construction and preservation of low-income multi-family rental properties. Loans outstanding at March 31, 2024 amounted to approximately \$15 million. The following table displays activity for the HTF program loans outstanding at March 31, 2024:

Assistance Listing Number	Program Title	Beginning Balance	Additions	Deletions	Ending Balance
14.275	Housing Trust Fund	\$ 3,334,638	\$ 11,544,000	\$ —	\$ 14,878,638

### (d) *Hurricane Sandy Community Development Block Grant Disaster Recovery Grants and Community Development Block Grant National Disaster Resilience Grants*

The State administers the Hurricane Sandy Community Development Block Grant Disaster Recovery (CDBG-DR) Grants program (Assistance Listing Number 14.269) and Community Development Block Grant National Disaster Resilience Competition program (Assistance Listing Number 14.272) through the Governor's Office of Storm Recovery. A portion of the program payments are in the form of loans. Loans outstanding at March 31, 2024 amounted to approximately \$138 million. The following table displays activity for these grant programs at March 31, 2024:

Assistance Listing Number	Program Title	Beginning Balance	Additions	Deletions	Ending Balance
14.269	Hurricane Sandy CDBG-DR Grants	\$ 132,785,146	\$ —	\$ —	\$ 132,785,146
14.272	Community Development Block Grant National Disaster Resilience Competition	\$ 5,500,000	\$ —	\$ —	\$ 5,500,000

## STATE OF NEW YORK

### Notes to the Schedule of Expenditures of Federal Awards

Year Ended March 31, 2024

#### (6) Non-Cash Awards

The State is the recipient of federal award programs that do not result in cash receipts or disbursements and are therefore not recorded in the State's fund financial statements. Non-cash amounts of awards received by the State are included in the Schedule as follows:

Assistance Listing Number	Program Title	Non-Cash Awards Subrecipient	Non-Cash Awards Total
10.542	COVID-19 – Pandemic EBT Food Benefits	\$ —	\$ 859,326,474
10.551	Supplemental Nutrition Assistance Program	—	7,429,371,976
10.555	National School Lunch Program	119,972,393	119,972,393
10.558	Child and Adult Care Food Program	226,019	226,019
10.559	Summer Food Service Program for Children	354,719	354,719
10.565	Commodity Supplemental Food Program	14,298,207	14,298,207
10.569	Emergency Food Assistance Program	127,553,299	127,553,299
11.307	Economic Adjustment Assistance	6,000,000	6,000,000
11.611	Manufacturing Extension Partnership	7,612,360	7,777,960
16.578	Public Benefit Conveyance Program	2,281,628	2,364,588
93.268	Immunization Cooperative Agreements	—	162,229,656
		<u>\$ 278,298,625</u>	<u>\$ 8,729,475,291</u>

#### (7) CCDF Cluster Funding Sources

The funding source and amounts for the Child Care and Development Fund (CCDF) Cluster included in the Schedule are as follows:

CCDF Cluster Funding Source	Total
Child Care and Development Block Grant (CCDBG)	\$ 482,586,034
CCDF Mandatory and Matching Funds of the Child Care and Development Fund	270,053,494
CCDF Coronavirus Aid, Relief, and Economic Security Act (CARES Act)	80,629
CCDF Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act)	437,884,908
CCDF American Rescue Plan Act (ARP Act) Supplemental	362,541,141
CCDF ARP Act Child Care Stabilization Funds	99,871
Total	<u>\$ 1,553,246,077</u>

## **STATE OF NEW YORK**

### **Notes to the Schedule of Expenditures of Federal Awards**

**Year Ended March 31, 2024**

#### **(8) Litigation**

The State is a defendant in numerous legal proceedings pertaining to matters incidental to the performance of routine governmental operations. Such litigation includes, but is not limited to, claims asserted against the State arising from alleged torts, alleged breaches of contracts, condemnation proceedings, and other alleged violations of State and federal laws.

Included in the State's outstanding litigation are a number of cases challenging the legality or the adequacy of a variety of significant social welfare programs, primarily involving the State's Medicaid and mental health programs. Adverse judgments in these matters generally could result in injunctive relief coupled with prospective changes in patient care that could require substantial increased financing of the litigated programs in the future.

## FORM 1: COST PROPOSAL

**Please submit an electronic version, as part of your proposal, to the addressee noted in Section 2.5 (Submission of a Complete Three-Part Proposal).**

The Cost Proposal is an integral component of a Firm's three-part submission. Firms should take particular care to ensure the Cost Proposal is completed fully and in complete accordance with the instructions. Firms are advised to submit questions about or requests for clarification of the Cost Proposal by **May 16, 2025**, the due date for submission of Firm Inquiries.

**The Cost Proposal Form must be completed in its entirety according to the following instructions:**

- **The Cost Proposal Form must include a not-to-exceed cost for each Audit Year listed in Form 1.**
- The Cost Proposal should include an hourly rate (U.S. dollars) for each title described below and the number of hours that title will be used in providing services for the given Audit Year. If a Firm does not staff one of the titles, still provide an hourly rate for that title, but the number of hours should be listed as zero (0). Please note, if no rate is provided for a title in any Audit Year, the Firm will not be able to bill for that title in that Audit Year.
- Each person proposed to perform services in response to this RFP should be listed next to the corresponding title provided on the Form. Firms are required to use the titles provided, even if these titles are not consistent with the Firm's existing titles.
- The cost proposal should include only one rate for each title in each Audit Year.
- Hourly fees must include reproduction, travel, postage and any other expenses related to these services.
- **Please note, if the information requested on Form 1 is not complete, the Division may not be able to calculate a cost score, and the proposal may be rejected as non-responsive.**
- The Cost Proposal Form must be signed by an individual authorized to bind the bidding Firm contractually.

## Description of Titles

The following represents the general descriptions for the staffing categories to be utilized in the Firm's proposal.

**Qualifications of Engagement Partner:** The Engagement Partner will have overall responsibility for performance of the audit. The Engagement Partner should be a certified public accountant, should be appropriately licensed and should have significant direct experience (at least four years) with large-scale governmental audits involving Federal funds.

**Qualifications of Audit Manager:** The Audit Manager will coordinate and delegate the assignments to the staff, and serve as the point of contact for the Division regarding any issues, project status, meetings, and deliverables. The Audit Manager should have a Bachelor's degree with a major in accounting or related field and should be appropriately licensed. The Audit Manager should have at least four years of experience with governmental audits involving Federal funds.

**Qualifications of Audit Team Lead:** The Audit Team Lead working under the Audit Manager will be responsible for direct oversight of an audit team. The Audit Team Lead should have a Bachelor's degree with a major in accounting or related field and should be appropriately licensed. Additionally, the Audit Team Lead should have at least three years experience with governmental audits involving Federal funds.

**Qualifications of IT Audit Team Lead:** The IT Audit Team Lead will have the same level of experience as the Audit Team Lead in addition to at least three years experience with auditing the automated information systems.

**Qualifications of Senior Accountant:** The Senior Accountant working under the Audit Team Lead will be responsible for performing the more complex analytical work and day-to-day activities. The Senior Accountant should have a Bachelor's degree with a major in accounting or related field, a thorough understanding of generally accepted auditing standards and common audit practices and techniques, and have at least two years experience with governmental audits involving Federal funds.

**Qualifications of Senior IT Accountant:** The Senior IT Accountant will have similar experience to the Senior Accountant in addition to at least two years experience with auditing the automated information systems.

**Qualifications of Staff Accountant:** The Staff Accountant will complete day-to-day project activities under the supervision of the Audit Team Lead and with the Senior Accountant. Individuals at this level should have a college degree with a major in accounting or a related field, familiarity with the pronouncements of AICPA and GASB, and should have at least one year of experience with governmental audits.

**Qualifications of Staff IT Accountant:** The Staff IT Accountant will possess the same skills at the Staff Accountant in addition to at least one year experience auditing automated information systems.

**FORM 1:**  
**NYS Division of the Budget**  
**Request for Proposals: Federal Single Audit for the State of New York**  
**Cost Proposal Form**

**Firm Name:** \_\_\_\_\_

**Fee Schedule**  
**Audit Year 2026**

<b>Title</b>	<b>Staff Member(s)</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Fees</b>
<b>Engagement Partner</b>				
<b>Audit Manager</b>				
<b>Audit Team Lead</b>				
<b>IT Audit Team Lead</b>				
<b>Senior Accountant</b>				
<b>Senior IT Accountant</b>				
<b>Staff Accountant</b>				
<b>Staff IT Accountant</b>				
<b>Total Not-to-Exceed Cost for Audit Year 2026</b>				

**Fee Schedule**  
**Audit Year 2027**

<b>Title</b>	<b>Staff Member(s)</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Fees</b>
<b>Engagement Partner</b>				
<b>Audit Manager</b>				
<b>Audit Team Lead</b>				
<b>IT Audit Team Lead</b>				
<b>Senior Accountant</b>				
<b>Senior IT Accountant</b>				
<b>Staff Accountant</b>				
<b>Staff IT Accountant</b>				
<b>Total Not-to-Exceed Cost for Audit Year 2027</b>				

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

**FORM 1:**  
**NYS Division of the Budget**  
**Request for Proposals: Federal Single Audit for the State of New York**  
**Cost Proposal Form**

**Firm Name:** \_\_\_\_\_

**Fee Schedule**  
**Audit Year 2028**

<b>Title</b>	<b>Staff Member(s)</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Fees</b>
<b>Engagement Partner</b>				
<b>Audit Manager</b>				
<b>Audit Team Lead</b>				
<b>IT Audit Team Lead</b>				
<b>Senior Accountant</b>				
<b>Senior IT Accountant</b>				
<b>Staff Accountant</b>				
<b>Staff IT Accountant</b>				
<b>Total Not-to-Exceed Cost for Audit Year 2028</b>				

**Fee Schedule**  
**Audit Year 2029**

<b>Title</b>	<b>Staff Member(s)</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Fees</b>
<b>Engagement Partner</b>				
<b>Audit Manager</b>				
<b>Audit Team Lead</b>				
<b>IT Audit Team Lead</b>				
<b>Senior Accountant</b>				
<b>Senior IT Accountant</b>				
<b>Staff Accountant</b>				
<b>Staff IT Accountant</b>				
<b>Total Not-to-Exceed Cost for Audit Year 2029</b>				

\_\_\_\_\_  
 Initials

\_\_\_\_\_  
 Date

**FORM 1:**  
**NYS Division of the Budget**  
**Request for Proposals: Federal Single Audit for the State of New York**  
**Cost Proposal Form**

**Firm Name:** \_\_\_\_\_

**Fee Schedule**  
**Audit Year 2030**

<b>Title</b>	<b>Staff Member(s)</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Fees</b>
<b>Engagement Partner</b>				
<b>Audit Manager</b>				
<b>Audit Team Lead</b>				
<b>IT Audit Team Lead</b>				
<b>Senior Accountant</b>				
<b>Senior IT Accountant</b>				
<b>Staff Accountant</b>				
<b>Staff IT Accountant</b>				
<b>Total Not-to-Exceed Cost for Audit Year 2030</b>				

**Fee Schedule Summary**

<b>Audit Year</b>	<b>Total Not-to-Exceed Cost</b>
<b>FY ending March 31, 2026</b>	
<b>FY ending March 31, 2027</b>	
<b>FY ending March 31, 2028</b>	
<b>FY ending March 31, 2029</b>	
<b>FY ending March 31, 2030</b>	
<b>Total</b>	

\_\_\_\_\_  
**Authorized Signatory for the Firm**

\_\_\_\_\_  
**Name (print or type)**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

## FORM 2: FIRM INFORMATION AND ATTESTATION

### PLEASE SUBMIT WITH ADMINISTRATIVE PROPOSAL

Please Note: A “No” response to questions three through seven (3-7) may be grounds for disqualification from this procurement.

<b>RFP Name:</b> <u>Federal Single Audit for the State of New York</u>				
<b>Proposal Date:</b> <u>July 1, 2025 @ 12:00 PM ET</u>				
<b>1</b>	<b>Information Regarding the Firm's Firm:</b>	<b>Name:</b> _____ <b>Address:</b> _____ <b>City, State, Zip Code:</b> _____ <b>Telephone Number:</b> _____ <b>Taxpayer ID:</b> _____ <b>NYS Vendor ID:</b> _____		
<b>2</b>	<b>Primary Contact Concerning this Proposal:</b>	<b>Name:</b> _____ <b>Title:</b> _____ <b>Address:</b> _____ <b>City, State, Zip Code:</b> _____ <b>Telephone Number:</b> _____ <b>Email address:</b> _____		
<b>3</b>	<b>Irrevocable Offer:</b>	The rates quoted are an irrevocable offer that is good through the execution of a contract.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>4</b>	<b>Willingness to Perform All Services:</b>	The Firm is willing to, and capable of performing all of the deliverables and services described in this RFP.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>5</b>	<b>Firm Guarantees:</b>	The Firm certifies it can and will provide and make available, at a minimum, all services set forth in the RFP.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>6</b>	<b>Firm Warranties:</b>	<ol style="list-style-type: none"> <li>1. Firm warrants that it is willing and able to comply with New York laws with respect to foreign (non-New York) corporations.</li> <li>2. Firm warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.</li> <li>3. Firm warrants that it will not delegate or subcontract its responsibilities under an agreement without the written permission of the Division.</li> <li>4. Firm warrants that all information provided by it in connection with this proposal is true and accurate.</li> </ol>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>7</b>	<b>RFP and Contractual Requirements:</b>	<ol style="list-style-type: none"> <li>1. The Firm agrees to be bound by the Contractual Requirements found in Section 5 of the RFP.</li> <li>2. The Firm has read Section 6, Reservation of Rights, and agrees that the rights and prerogatives as detailed in that Section are retained by the Division of the Budget.</li> <li>3. The Firm has read, understands, and accepts the provisions of Appendix A, Standard Clauses for NYS</li> </ol>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

		<b>Contracts, and Appendix B, Sample Contract, without change or amendment.</b>		
<b>8</b>	<b>By my signature on this Firm Information and Attestation, I certify that I am authorized to bind the Firm contractually and that the above information is true and accurate.</b>			
	<hr/>			
	<b>Typed or Printed Name of Authorized Representative of the Firm</b>			
	<hr/>			
	<b>Title/Position of Authorized Representative of the Firm</b>			
	<hr/>			
	<b>Signature</b>			
	<hr/>			
	<b>Date</b>			
	<hr/>			

### FORM 3: NON-COLLUSIVE BIDDING CERTIFICATION

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

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

*Joint or combined bids by Companies or Firms must be certified on behalf of each participant.*

\_\_\_\_\_  
Legal name of Person, Firm or Corporation

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Legal name of Person, Firm or Corporation

Name: \_\_\_\_\_

Title: \_\_\_\_\_

#### **FORM 4: FIRM ASSURANCES OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT**

The Firm offering to provide services pursuant to this RFP, as a contractor, joint venture contractor, or subcontractor, or consultant, attests that its performance of the services outlined in this RFP does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

- a. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
- b. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
- c. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
- d. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
- e. During the negotiation and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
- f. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
- g. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
- h. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or

director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this Request for Proposals should note that the Division recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The Division will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Firm Name: \_\_\_\_\_

Name, Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This form must be signed by an authorized executive or legal representative.

## **FORM 5: MWBE AND EQUAL EMPLOYMENT OPPORTUNITIES REQUIREMENTS**

### **CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE EXECUTIVE LAW, ARTICLE 15-A (PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS)**

By submitting a bid or proposal, a Firm will be required to submit the following documents and information as evidence of compliance with the requirements and procedures established in Section 9 of this RFP:

- A. Firm agrees to submit with the bid a Workforce Composition Plan (Form 5.1) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the Division, a workforce utilization report identifying the workforce actually utilized on the Contract if known.
- B. Firms are required to submit an MWBE Utilization Plan (Form 5.2) and Notice of Intent to Participate (Form 5.3) with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the Division.
- C. The Division will review the submitted MWBE Utilization Plan and advise the Firm of the Division's acceptance or issue a notice of deficiency within 30 days of receipt.
- D. If a notice of deficiency is issued, Firm agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Division, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Division to be inadequate, the Division shall notify the Firm and direct the Firm to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on the Request for Waiver form. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. The Division may disqualify a Firm as being non-responsive under the following circumstances:
  - 1. If a Firm fails to submit a MWBE Utilization Plan;
  - 2. If a Firm fails to submit a written remedy to a notice of deficiency;
  - 3. If a Firm fails to submit a request for waiver; or
  - 4. If Division determines that the Firm has failed to document good faith efforts.
- F. Firms are required to submit a Minority- and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, Form 5.4, to the Division with its bid or proposal. If Firm, or any of its subcontractors, does not have an EEO

Policy, the Division may require the Contractor or subcontractor to adopt the attached model statement.

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

Attachments:

- Form 5.1 – Workforce Composition Form
- Form 5.2 – Firm's intended Utilization Plan for MWBE subcontractor participation. The successful Firm will be required to formally submit the Utilization Plan within three days of notification of selection.
- Form 5.3 – Notice of Intent to Participate
- Form 5.4 –Equal Employment Opportunity Policy Statement - If Firm, or any of its subcontractors, does not have an existing EEO policy statement, the Division may require the Firm or subcontractor to adopt the attached model statement.
- Form 5.5 – Request for Waiver Form

### FORM 5.1: WORKFORCE COMPOSITION FORM

<b>INSTRUCTIONS:</b> All Firms submitting responses to this procurement must complete and submit this Workforce Composition Form as part of their proposal. Firms should include only the staff that will provide services under this procurement.																	
Firm Name:												Federal Identification No.:					
Address:												Procurement No.:					
City, State, Zip Code:																	
Description of Work:																	
Enter the total number of incumbents by race, sex, and ethnic group status in each of the EEO – Job Categories identified. See below for information regarding race/ethnicity identification and protected class group members.																	
EEO – JOB CATEGORY	TOTAL	MALE (M)	FEMALE (F)	WHITE		BLACK		HISPANIC		ASIAN		NATIVE AMERICAN		DISABLED		VETERAN	
				M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
<div style="border-bottom: 1px solid black; width: 100%;"></div> <b>PREPARED BY (Signature)</b>												<div style="border-bottom: 1px solid black; width: 100%;"></div> <b>Date</b>					
<div style="border-bottom: 1px solid black; width: 100%;"></div> <b>PRINTED OR TYPED NAME AND TITLE OF PREPARER</b>									<div style="border-bottom: 1px solid black; width: 100%;"></div> <b>TELEPHONE NO.</b>			<div style="border-bottom: 1px solid black; width: 100%;"></div> <b>EMAIL ADDRESS</b>					

#### CLASS DEFINITIONS

**Hispanic** – All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native** – All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Vietnam Era Veteran** – A veteran who served at any time between and including January 1, 1963 and May 7, 1975.

**Black** (Not of Hispanic origin) – All persons having origins in any of the Black racial groups of Africa.

**Asian or Pacific Islander** – All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.

**Disabled Individual** – Any person having a physical or mental impairment that substantially limits one or more major life activity, has a record of such an impairment; or is regarded as having such an impairment.

### FORM 5.2: MWBE UTILIZATION PLAN

<b>INSTRUCTIONS:</b> All Firms submitting responses to this procurement must complete this MWBE Utilization Plan and submit it as part of their proposal. The Plan must contain a detailed description of the services to be provided by each Minority and/or Woman-Owned Business Enterprise (MWBE) identified by the Firm.				
Firm Name:		Federal Identification No.:		
Address:		Procurement No.:		
City, State, Zip Code:		MWBE Goals: MBE: 15%    WBE: 15%		
<b>1. MWBE Subcontractors/Suppliers</b> Name, Address, Email Address, Telephone No.	<b>2. Classification</b>	<b>3. Federal ID No.</b>	<b>4. Detailed Description of Work</b> (Attach additional sheets, if necessary.)	<b>5. Dollar Value of Subcontracts/Supplies</b>
A.	NYS ESD Certified <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD Certified <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
<b>6. WAIVER REQUESTED:</b> MBE: <input type="checkbox"/> YES <input type="checkbox"/> NO    If YES, submit Attachment A-5.5.    WBE: <input type="checkbox"/> YES <input type="checkbox"/> NO    If YES, submit Attachment A-5.5.				
PREPARED BY (Signature): _____  NAME AND TITLE OF PREPARER (Print or Type): _____  DATE: _____    Firm's Certification Status: <input type="checkbox"/> MBE <input type="checkbox"/> WBE			TELEPHONE NO.:	EMAIL ADDRESS:
SUBMISSION OF THIS FORM CONSTITUTES THE FIRM'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.			*****FOR DOB USE ONLY*****	
			REVIEWED BY: _____    DATE: _____	
			UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO    Date: _____	
			MBE CERTIFIED: <input type="checkbox"/> YES <input type="checkbox"/> NO    WBE CERTIFIED: <input type="checkbox"/> YES <input type="checkbox"/> NO  WAIVER GRANTED: <input type="checkbox"/> YES <input type="checkbox"/> NO Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/>  NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	

**FORM 5.3: MWBE SUBCONTRACTORS AND SUPPLIERS NOTICE OF INTENT TO PARTICIPATE  
NEW YORK STATE DIVISION OF THE BUDGET**

**INSTRUCTIONS:** A separate Notice of Intent to Participate must be completed by each MWBE identified on the MWBE Utilization Plan (Form 4.3). Parts A & C must be completed by the Firm and Part B must be completed by MBE and/or WBE subcontractors/suppliers. Signed and completed form(s) must be returned as part of your proposal.

**PART A**

Firm Name: \_\_\_\_\_ Federal Identification No.: \_\_\_\_\_  
 Address: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_ Email Address: \_\_\_\_\_

**PART B**

THE UNDERSIGNED INTENDS TO PROVIDE SERVICES OR SUPPLIES IN CONNECTION WITH THE ABOVE PROCUREMENT:

Name of MWBE: \_\_\_\_\_ Federal Identification No.: \_\_\_\_\_  
 Address: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_ Email Address: \_\_\_\_\_

**DESCRIPTION OF SERVICES OR SUPPLIES:**

DESIGNATION: ☐ MBE Subcontractor ☐ WBE Subcontractor ☐ MBE Supplier ☐ WBE Supplier

**PART C**

WAIVER Requested: MBE: ☐ YES ☐ NO If YES, submit Attachment A-5.5. WBE: ☐ YES ☐ NO If YES, submit Attachment A-5.5.

THE QUALIFICATION OF THE UNDERSIGNED AS A MBE AND/OR WBE IS CONFIRMED (CHECK ONE):

- ☐ The undersigned is a certified MWBE by the New York State Division of Minority and Woman-Owned Business Development (MWBD) (copy of certifying letter attached).  
☐ The undersigned has applied to New York State's Division of Minority and Woman-Owned Business Development (MWBD) for MWBE certification.

THE UNDERSIGNED IS PREPARED TO PROVIDE SERVICES OR SUPPLIES AS DESCRIBED ABOVE AND WILL ENTER INTO A FORMAL AGREEMENT WITH THE FIRM CONDITIONED UPON THE FIRM'S EXECUTION OF A CONTRACT WITH THE DIVISION OF THE BUDGET.

The estimated dollar amount of the agreement is: \$ \_\_\_\_\_  
 \_\_\_\_\_  
 Signature of Authorized Representative of MWBE Firm

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Printed or Typed Name and Title of Authorized Representative of MWBE Firm

**FORM 5.4: MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES –  
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

I, \_\_\_\_\_, the (awardee/contractor) \_\_\_\_\_ agree to adopt the following policies with respect to the project being developed or services rendered at \_\_\_\_\_

**M/WBE**

**EEO**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

(a) This organization 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 programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

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

(e) This organization will include the provisions of sections (a) through (d) of this agreement 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 State contract.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ - \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ is designated as the Minority Business Enterprise Liaison  
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

\_\_\_\_\_percent Minority and Women's Business Enterprise Participation

\_\_\_\_\_percent Minority Business Enterprise Participation

\_\_\_\_\_percent Women's Business Enterprise Participation

\_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A-5.5: REQUEST FOR WAIVER FORM**

<b>INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.</b>		
<b>Firm Name:</b>	<b>Federal Identification No.:</b>	
<b>Address:</b>	<b>Procurement No.:</b>	
<b>City, State, Zip Code:</b>	<b>MWBE Subcontract Goals: MBE: 15%    WBE: 15%</b>	
By submitting this form and the required information, the company certifies that every Good Faith Effort has been taken to promote MWBE participation pursuant to the MWBE requirements set forth under this procurement.		
Firm is requesting a: <input type="checkbox"/> Total <input type="checkbox"/> Partial <input type="checkbox"/> Certification <input type="checkbox"/> Conditional		
1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. 2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. 3. <input type="checkbox"/> ESD Certification Waiver – A waiver of the requirement that the MBE/WBE be certified by Empire State Development (ESD). (Check here if MBE/WBE is NOT ESD certified.) 4. <input type="checkbox"/> Conditional Waiver – (Attach separate sheet outlining special conditions or extenuating circumstances.)		
_____ <b>Prepared By (Signature)</b>	_____ <b>Date</b>	
_____ <b>Printed or Typed Name and Title of Preparer</b>	_____ <b>Telephone Number</b>	_____ <b>Email Address</b>
***** FOR DIVISION USE ONLY *****		
SUBMISSION OF THIS FORM CONSTITUTES THE FIRM'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.	<b>REVIEWED BY:</b>	<b>DATE:</b>
	MWBE Certified: <input type="checkbox"/>	
	MWBE Not Certified: <input type="checkbox"/>	
	Waiver Granted: <input type="checkbox"/> YES <input type="checkbox"/> NO	
	<input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency *Comments:	

## MWBE REQUIREMENTS AND WAIVER SUBMISSION

**When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 10, as listed below. Copies of the following information and all relevant supporting documentation must be submitted along with the request:**

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

**Note: Unless a Total Waiver has been granted, Firms will be required to submit all reports and documents pursuant to the provisions set forth in the procurement and/or contract, as deemed appropriate by the Division, to determine MWBE compliance. In cases where the Division grants a full or partial waiver of MWBE participation goals, the waiver request will be posted to the Division's website.**

## FORM 6: MWBE 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 Firms to best value procurements expected to exceed \$250,000, whenever practical, feasible and appropriate. Evaluating diversity practices of Firms as part of the procurement process provides contractors with an incentive to develop mutually beneficial relationships with New York State certified MWBEs outside of the context of state contracting. These relationships help to build the capacity of MWBEs, and enhance their ability to perform ever increasing roles in state contracting.

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 Division has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of Firms to this solicitation is practical, feasible and appropriate.

**Accordingly, Firms are required to submit responses, including documentation, to the Diversity Practices Questionnaire, Form 6.1, to the Division as part of its Administrative Proposal.** The questionnaire consists of eight (8) questions for Firms to answer. Please note that some questions request supporting documentation to support certain answers. A scoring rubric for the Diversity Practices Questionnaire can be found in Form 6.2

Attachments:

- Form 6.1 – Diversity Practices Questionnaire
- Form 6.2 – Diversity Practices Scoring Matrix

## FORM 6.1: DIVERSITY PRACTICES QUESTIONNAIRE

I, \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals. No points will be awarded if the response simply identifies an individual or individuals.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company's clients or customers?
3. What percentage of your company's overhead (i.e., those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?<sup>1</sup>
4. Does your company provide technical training<sup>2</sup> to minority- and women-owned business enterprises? Yes or No

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program?

If Yes, identify the governmental mentoring program in which your company participates and provide government-generated evidence, such as an agreement or acceptance letter, demonstrating the extent of your company's commitment to the governmental mentoring program. Government-generated documentation supporting your company's participation in a mentoring program must be provided to receive points.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No

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

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<sup>1</sup> Do not include onsite project overhead.

<sup>2</sup> Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes or No  
If Yes, provide documentation of program activities and a copy of policy or program materials.
8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority and women-owned business enterprises if selected as the successful respondent?  
Yes or No  
If Yes, complete the attached Utilization Plan

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of  
Owner/Official

\_\_\_\_\_

Printed Name of  
Signatory

\_\_\_\_\_

Title

\_\_\_\_\_

Name of Business

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

\_\_\_\_\_

Notary Public

## FORM 6.2: DIVERSITY PRACTICES SCORING MATRIX

<b>Question #1</b> CDO or other person tasked with function					Yes	No	Total
					5 pts	0 pts	
<b>Question #2</b> Percentage of prior yr. revenues that involved M/WBEs as subs or JVs/partners	20%+	15-19%	10-14%	5-9%	1-4%	0%	
	20 pts	14 pts	10 pts	6 pts	2 pts	0pts	
<b>Question #3</b> Percentage of overhead expenses paid to M/WBEs	20%+	15-19%	10-14%	5-9%	1-4%	0%	
	16 pts	10 pts	7 pts	4 pts	1 pts	0pts	
<b>Question 4</b> M/WBE Training			Robust	Moderate	Minimum	None	
			16 pts	8 pts	4 pts	0 pts	
<b>Question #5</b> M/WBE Mentoring			Robust	Moderate	Minimum	None	
			12 pts	8 pts	4 pts	0 pts	
<b>Question #6</b> Written M/WBE goals included in the Company's procurements			Robust	Moderate	Minimum	No	
			20 pts	12 pts	6 pts	0 pts	
<b>Question #7</b> Formal Supplier Diversity Program			Robust	Moderate	Minimum	No	
			6 pts	4 pts	2 pts	0 pts	
<b>Question #8</b> Utilization Plan			Robust	Moderate	Minimum	No	
			5 pts	3 pts	1 pts	0 pts	
				<b>Total Diversity Score (Max 100 pts)</b>			
				<b>Weighted Score (Max 3.5 pts.)</b>			

## FORM 7: VENDOR RESPONSIBILITY QUESTIONNAIRE INSTRUCTIONS

A contracting agency is required to conduct a review of a prospective contractor (and each subcontractor whose anticipated fees for the project are estimated to be over \$100,000) to provide reasonable assurances that the vendor is responsible. The Division of the Budget recommends that vendors 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/index.htm>.

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 [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us).

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

This questionnaire is designed to provide information to assist a contracting agency in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each Firm or Firm's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

Contractors (and subcontractors) must answer every question in the questionnaire and where appropriate additional information may be required for the questionnaire to be complete and accurate. The completed questionnaire and responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor's business and operations as the questionnaire information must be attested to by an owner or officer of the vendor.

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### Vendor Responsibility Questionnaire Requirement:

The Firm has (Please check the appropriate box):

☐ Certified and filed the Vendor Responsibility Questionnaire on-line via the New York State VendRep System; **OR**

☐ Included a properly executed paper copy of the Vendor Responsibility Questionnaire with the Administrative Proposal.

## FORM 8: PROCUREMENT LOBBYING RESTRICTIONS

Pursuant to State Finance Law §§139-j and 139-k, certain restrictions are placed on contact with state agencies during the procurement process. The term “Contact” is defined by statute and refers to those oral, written or electronic communications that a reasonable person would infer are attempts to influence the governmental procurement. In addition to obtaining the required identifying information, the state agency must inquire and record whether the person or organization that made the contact was the Offerer or was retained, employed or designated on behalf of the Offerer to appear before or contact the Governmental Entity.

The “Restricted Period” is the period of time commencing with the earliest date of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offerers intending to result in a Procurement Contract with a State agency and, ending with the final contract award and approval by, where applicable, the Office of the State Comptroller.

New York State employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period; the Offerer is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found at: <https://ogs.ny.gov/acpl>.

**Any Firm responding to the solicitation must complete the form found below and submit it to the State agency.**

Questions regarding this form may be directed to the Designated Contacts for this solicitation:

Director of Procurement:	Michelle Heaslip
Contracts Officer:	Roxanne West
Contract Administrator:	Heidi Tyler
Additional Contacts:	Barbara Farley

## PROCUREMENT LOBBYING FORM

1. Offerer/ Firm certifies that it understands and agrees to comply with the procedures of the NYS Division of the Budget relative to permissible contacts as required by State Finance Law Section 139-j (3) and Section 139-j (6) (b).

2. **CONTRACTOR DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**  
Pursuant to Procurement Lobbying Law (SFL §139-j)

- (a) Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?  
☐ Yes ☐ No

If yes, please answer the following question:

- (b) Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?  
☐ Yes ☐ No

If "Yes" was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

☐ Yes ☐ No

If "Yes", please provide details regarding the finding of non-responsibility:

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility (attach additional sheets as necessary)  
\_\_\_\_\_  
\_\_\_\_\_

3. Has any governmental entity terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?  
☐ Yes ☐ No

If yes, provide details:

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: (add additional pages if necessary)  
\_\_\_\_\_  
\_\_\_\_\_

4. Offerer/ Firm certifies that all information provided to the Division of the Budget, with respect to State Finance Law Section 139-k is complete, true and accurate.

**Name of Offerer's Firm/Company:** \_\_\_\_\_

**Offerer's Business Address:** \_\_\_\_\_

**Offerer's signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*I understand that my signature represents that I am signing and responding to all certifications listed above.*

**Print Name:** \_\_\_\_\_

**Title of Person signing this form:** \_\_\_\_\_

## FORM 9: DISCLOSURE OF PENDING OR PRIOR LAWSUITS, CONFLICTS OF INTEREST, OR INVESTIGATIONS OR DISCIPLINARY ACTIONS

Disclosure of Pending or Prior Lawsuits, Conflicts of Interest, or Investigations or Disciplinary Actions must be documented and submitted with the Administrative Proposal. Please include the following information:

- A. Firms must provide a list of any legal proceedings or investigations concerning the Firm over the last five (5) years, if any, including the nature and outcome of any lawsuit if litigation is complete. Firms must also specifically note any prior or pending lawsuit(s) or litigation between the Firm and any New York State department, agency, board, or commission, if any. The nature of the lawsuit and its outcome, if litigation is complete, should be described briefly below.

*Does the Firm have any information pertaining to the above that must be disclosed? **If Yes, the Firm must disclose the requisite information as part of the Firm's Administrative Proposal.***

Yes \_\_\_\_\_ No \_\_\_\_\_

- B. Disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Firm or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this RFP. If a conflict does or might exist, please describe how your Firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.

*Does the Firm have any information pertaining to the above that must be disclosed? **If Yes, the Firm must disclose the requisite information as part of the Firm's Administrative Proposal.***

Yes \_\_\_\_\_ No \_\_\_\_\_

- C. The Firm must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

*Does the Firm have any information pertaining to the above that must be disclosed? **If Yes, the Firm must disclose the requisite information as part of the Firm's Administrative Proposal.***

Yes \_\_\_\_\_ No \_\_\_\_\_

Firm Name: \_\_\_\_\_

Name, Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## FORM 10: FREEDOM OF INFORMATION LAW REDACTION REQUEST

The Firm should indicate below if there is specific information in a Firm's proposal that a Firm claims to be proprietary and/or trade secret information that meets the definition set forth in Section 87(2)(d), the Firm should provide a letter in its Administrative Proposal outlining any specific concerns regarding disclosure under the New York State Freedom of Information Law (Article 6 of the Public Officers Law).

Is the Firm submitting a Freedom of Information Law Redaction request? If Yes, Firm should include the specific details of its request as part of the Firm's Administrative Proposal.

Yes \_\_\_\_\_ No \_\_\_\_\_

Firm Name: \_\_\_\_\_

Name, Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## FORM 11: EXECUTIVE ORDER NO. 177 CERTIFICATION

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Firm hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Firm Name: \_\_\_\_\_

Name, Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## FORM 12: SEXUAL HARASSMENT PREVENTION CERTIFICATION

State Finance Law §139-I requires firms on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training to all its employees.

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

The Firm's signature below certifies its compliance with State Finance Law §139-I.

Firm Name: \_\_\_\_\_

Name, Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM 13: CERTIFICATION UNDER EXECUTIVE ORDER NO. 16 PROHIBITING STATE  
AGENCIES AND AUTHORITIES FROM CONTRACTING WITH BUSINESSES  
CONDUCTING BUSINESS IN RUSSIA**

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, Firms who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Firm an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- ☐ No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- ☐ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- ☐ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- ☐ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16

The undersigned certifies under penalties of perjury that they are knowledgeable about the Firm’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Firm Name: \_\_\_\_\_

Name, Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

