Exhibit A

# STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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## STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6.a).

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

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of

this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. 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 (2NYCRR 105.4).

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

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

affect, the State's right to discovery in any pending or future litigation.

**11. <u>IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION</u>.** (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

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

**12. <u>EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN</u>.** In accordance with Section 312 of the Executive Law and 5 NYCRR 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 section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the 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
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
http://www.empire.state.ny.us

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
http://www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

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

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 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 Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 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 Section 5-a, if the contractor fails to make the certification required by Tax Law Section 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.

## EXHIBIT B

## AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY/ NON-DISCRIMINATION POLICY

Executive Order No. 6, regarding equal employment opportunities, states: "It is the policy of the State of New York that equal opportunity be assured in the State's personnel system and affirmative action provided in its administration, in accordance with the requirements of the State's Human Rights Law and the mandates of Title VII of the Federal Civil Rights Act, as amended. Accordingly, it is the responsibility of the State's Department of Civil Service to enforce the State's policy of ensuring full and equal opportunity for minorities, women, persons with disabilities and Vietnam era veterans at all occupational levels of State government." In keeping with this policy, the Board mandates compliance internally and for all organizations with which we conduct business.

This compliance includes all Federal and State laws, mandates, rules and regulations that seek to ensure full and equal opportunity for minorities, women, persons with disabilities and Vietnam era veterans and applies to all occupational levels of an organization's structure, including any groups hired as subcontractors.

Revision to existing subparagraph (2) of 5 NYCRR Section 142.1(d), as authorized by Article 15-A of the Executive Law, states that all contractors doing business with the State of New York must submit an Equal Opportunity Policy Statement which includes at a minimum, but is not necessarily limited to, the following actions identified in 5 NYCRR Section 142.1 (d) (3) and any regulations adopted pursuant thereto:

> "(I) 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 programs of affirmative action 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 on State contracts.
>
> "(ii) 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.
>
> "(iii) 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 martial status and that such union or representative will affirmatively cooperate in the implementation of the contractor\s obligations herein."

The determination of contract award will include a review of evidence as supplied by each potential contractor regarding compliance with the aforementioned Affirmative Action/Equal Employment Opportunity/Non-Discrimination policy. Accordingly, bidders' proposals must include compliance with the above policy, and all contractors must agree that all presentations and materials will be free from discrimination based on race, color, religion, sex, national origin, sexual orientation or disability.

**Exhibit C**

# State of New York Deferred Compensation Plan
# Procurement Guidelines

The following guidelines apply to active procurements for services utilized by the New York State Deferred Compensation Plan. They are designed to ensure that procurements are conducted in a fair, and open manner. A copy of these guidelines will be given to employees of the New York State Deferred Compensation Board (employees of the Board) and employees of state entities and firms who have been designated by the Deferred Compensation Board to assist in procurements (designees). A copy of these guidelines will also be included in Requests For Proposal (RFPs) distributed to firms that intend to participate in procurements.

Violation of these guidelines by any employee of the Board may result in disciplinary action. Firms violating these guidelines may be disqualified from participating in procurements and may be subject to such other legal action as may be applicable. Every reasonable effort will be made to ensure compliance with these guidelines, but a minor deviation that does not impair the fairness and integrity of the procurement process will not require the invalidation of a contract award.

1. Employees of the Board and, if applicable, designees, must provide every firm that is interested in participating in a procurement with an equal opportunity to compete. No information may be given to any firm without being made available to all other interested firms. After bid documents (e.g. RFP) have been distributed, interested firms may have an opportunity to submit questions in writing to an individual who has been identified as the designated contact for the procurement ("designated contact"). A copy of all such questions, if applicable, along with written answers will be supplied to all interested firms.

2. The designated contact will be either a payroll employee or contract employee of the Board, or another designee as determined by the Board. The designated contact will coordinate interaction between employees of the Board, designees and employees of interested firms after bid documents have been distributed. Telephone calls, correspondence and requests for meetings must be directed to this individual unless designated otherwise in the bid procedure. The designated contact will be responsible for scheduling meetings with interested firms and will maintain a record of all such meetings.

3. After bid documents have been distributed, firms that intend to submit proposals should not contact any employee of the Board, member of the Deferred Compensation Board or employee of a company that has a business relationship with the Plan, unless the individual to be contacted is the designated contact. An exception to this guideline applies to firms that have a business relationship with either the Board or a related entity. However, any contact made by such firms with an individual other than the designated contact must be limited to that business and must not be related to an active procurement.

4. Bidders and potential bidders are required to obtain information relating to procurements only from employees of the Deferred Compensation Board or from the designated contact.

5. Interaction between employees of the Board or the designated contact and, an interested firm must be made by telephone, in writing or during regular office hours in the office of the Deferred Compensation Board, office of the firm or at a location determined by the designated contact.

6. During the procurement process no lunch, dinner, gifts or entertainment shall be accepted by an employee of the Board from an interested firm, except during a presentation, interview or similar session occurring at the office of the Board, office of an interested firm or at a place determined by the designated contact that includes a working meal.

7. A firm may not exert or attempt to exert any improper influence (as defined below) relating to that firm's proposal.

8. Evaluations of competing proposals will be conducted by an evaluation committee (the evaluation committee) appointed by the Board or a designee of the Board. Evaluations, recommendations and deliberations conducted by such committees shall be based solely on the merits of proposals, free from any improper influence. An "improper influence" means any attempt to achieve preferential, unequal, or favored consideration of a proposal based on considerations other than the merits of the proposal.

9. No employee of the Board, designee or designated contact may disclose the contents of any portion of an RFP to any person not employed by or not designated by the Board unless specifically authorized by an employee of the Board and only if it is determined that such disclosure will not impair the fairness and integrity of the procurement process.

10. The evaluation of competing proposals shall be conducted in accordance with evaluation and selection procedures documented in a procurement file to be established prior to the receipt of written proposals. Evaluation procedures shall be distributed by an employee of the Board or by the designated contact to members of the evaluation committee prior to the distribution of competing proposals to committee members.

11. During the evaluation phase of the procurement process, no employee of the Board or designee may disclose any part of a competing proposal to persons other than fellow committee members, Board members or other persons assigned to assist in the evaluation or selection process.

Exhibit D

## NYS Deferred Compensation Plan

Stable Income Fund

| Stable Income Fund | Duration (yrs) | Maturity Date | Balance 12/31/2011 |
|---|---|---|---|
| **Traditional GICs:** | | | |
| New York Life Insurance Company | 0.24 | 03/31/2012 | $83,113,270 |
| **Subtotal Traditional GICs** | | | **$83,113,270** |
| ***Percent of Total*** | | | ***1.4%*** |
| **Separate Account Investment Contracts:** | | | |
| MacKay Shields Short | 1.70 | | $642,145,811 |
| **Subtotal Separate Account Investment Contracts** | | | **$642,145,811** |
| ***Percent of Total*** | | | ***11.0%*** |
| **Wrapped Fixed Income:** | | | |
| BlackRock Short | 1.82 | | $561,489,102 |
| Earnest Partners Short | 1.56 | | $400,864,831 |
| Goldman Intermediate | 3.16 | | $407,342,712 |
| Goldman Short #2 | 1.69 | | $203,243,678 |
| Goldman Short | 1.74 | | $643,753,831 |
| Jennison Intermediate | 3.69 | | $926,455,296 |
| NISA Core | 4.87 | | $748,535,668 |
| Western Core | 4.56 | | $147,510,527 |
| Western Intermediate | 3.27 | | $676,690,414 |
| **Subtotal Wrapped Fixed Income** | | | **$4,715,886,059** |
| ***Percent of Total*** | | | ***80.9%*** |
| **Cash:** | | | |
| Black Rock | 0.08 | | $387,489,009 |
| **Subtotal Cash** | | | **$387,489,009** |
| ***Percent of Total*** | | | ***6.6%*** |
| **Total Stable Income Fund** | **2.64** | | **$5,828,634,149** |

Notes & Assumptions

(1) Balances are Market Values reported by Stable Income Fund Manager

# Exhibit E

## New York State Deferred Compensation Board

## Policy and Guidelines for Implementing the New York State Procurement Lobbying Law, Sections 139-j and 139-k of the New York State Finance Law

### I. Overview

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, established significant changes to the development of procurement contracts with New York State governmental entities (hereinafter "agencies").

In 2003, the Governor issued Executive Order Number 127 *Providing for Additional State Procurement Disclosure* ("EO-127"), to increase disclosure requirements for persons and organizations contacting New York State government about procurement contracts and real estate transactions. It requires State agencies and certain public authorities to collect and record information from Offerers (as used herein meaning contractors or bidders) seeking a procurement contract, and those who advocate on behalf of the contractors to influence procurement contracts. The goal of EO-127 is to enhance public confidence in the State's procurement process by making available to the public, information pertaining to the lobbying efforts of those seeking State contracts from State agencies and certain public authorities.

Chapter 1 of the Laws of 2005 expands upon EO-127 and the former lobbying statute. Among other things, the new law:

- Makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a State agency, unified court system, State legislature, public authority, certain industrial development agencies and local benefit corporations;
- Requires the above-mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement during the restricted period so that the public knows who is contacting governmental entities about procurements;
- Requires governmental entities to designate persons (the designated contact person) who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- Authorizes the Temporary State Commission on Lobbying to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- Directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;

- Requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;
- Expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
- Modifies the governance of the Temporary State Commission on Lobbying to provide that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
- Increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from $2,000 to $5,000; and
- Establishes the Advisory Council on Procurement Lobbying.

Generally speaking, two related aspects of procurements were amended: (i) activities by the lobbying community seeking procurement contracts (through amendments to the Legislative Law) and (ii) activities involving governmental agencies establishing procurement contracts (through amendments to the State Finance Law).

## II. Applicability of the Policy and Guidelines (hereinafter "Policy")

This policy applies to every procurement involving an estimated annualized expenditure in excess of $15,000 for:

- Commodity;
- Service;
- Technology;
- Public work;
- Construction;
- Revenue contract;
- The purchase, sale or lease of real property; or
- The acquisition or granting of other interest in real property.

Procurements under $15,000 are not covered by changes to the law or this policy. Contacts between employees of the Board and an Offerer are restricted at the point in time when the New York State Deferred Compensation Board (the "*Board")* issues its first written document soliciting a response from Offerers which is intended to result in a procurement contract {See State Finance Law §139-j (1) (f)}. This is referred to as the "Restricted Period" as used in this policy. This period ends with the final contract award <u>and, if applicable</u>, approval by the State Comptroller. Contacts between Offerers and the Board or employees of the Board prior to the Restricted Period of procurement are acceptable. Therefore, communications between Offerers and the Board or employees of the Board during the preparation of specifications, bid documents, RFPs, IFBs, are not governed by State Finance Law §§139-j and 139-k. Communications at this stage, however, are governed by the provisions set forth

at State Finance Law §§163 and 163-a and other applicable law, including registration and reporting requirements of the Lobbying Act.

Offerers and the Board or employees of the Board may communicate prior to the Restricted Period in the form of a Request for Information (RFI) by the Board and the response thereto by the Offerer. RFIs are generally used as a means to collect information upon which to base a decision by the Board to proceed with procurement. RFIs are not a tool employed to award a contract.

The Law and, therefore, this policy do apply to sole source and single source contracts, in addition to competitive procurements. Amendments authorized and payable under the terms of a contract as it was finally awarded or approved by the Comptroller are not subject to the Restricted Period. Supplements to a contract incorporating other amendments, renewals, extensions or any other material change in a contract resulting in a financial benefit to the Offerer are subject to the Restricted Period.

## III. Permissible Contacts During the Restricted Period

The "Restricted Period" begins with the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, request for services, or solicitation of proposals, or any other method for soliciting a response from Offerers with regard to a procurement contract. This period ends with the final contract award <u>and, if applicable</u>, approval by the State Comptroller. However, the negotiation of a contract by an Offerer who has been tentatively awarded a contract is permitted and would need to be recorded as a contact in the procurement record.

The following represent instances where communication with someone other than the designated contact person(s) for a procurement may be necessary:

- Submission of a bid, proposal or response for a procurement contract;
- Submission of written questions when written responses are to be provided to all Offerers;
- Participation in a pre-bid conference;
- Complaints by an Offerer to the office of general counsel where the designated person for the procurement contract of the Board fails to respond in a timely matter;
- Negotiations with the Board or employees of the Board after a tentative award;
- Debriefings about a procurement contract award; and
- Filing of written disputes in administrative hearings, judicial proceedings and to the Attorney General, Inspector General, District Attorney or State Comptroller.

Impermissible contact with the Board or employees of the Board occurs when the Offerer contacts the Board or employees of the Board who is not the designated contact person for the procurement in an attempt to influence this procurement. The obligations under the law and this policy are activated when an Offerer or anyone working on behalf of the Offerer has any oral, written, or electronic communication with the Board or employees of the Board that a reasonable person would believe is intended to influence a procurement being made by the Board.

## IV. Board Requirements

This policy has certain requirements that apply to the Board and employees of the Board, while other requirements apply to Offerers. The Board and employees of the Board will collect certain information about a person or organization contacting the Board and or employees of the Board about a procurement in an attempt to influence such procurement during the Restricted Period. In addition, the Board or employees of the Board will obtain information from Offerers about any findings by any Governmental Entity of non-responsibility made within the previous four years and if the finding of non-responsibility was due to (1) engaging in impermissible contacts with a Governmental Entity or (2) the intentional provision of false or incomplete information to a Governmental Entity.

This information will be solicited in the initial bid documents on forms developed for this purpose. If the Board or any employee of the Board is contacted, that Board member or employees of the Board must record the contact, obtaining the following specific information for each contact:

- Name of Person and Organization
- Address
- Telephone Number
- Place of Principal Employment
- Occupation
- Record whether the person/organization making the contact was the Offerer or was retained employed or designated by, or on behalf of the Offerer to appear before or contact the Board or employees of the Board regarding the procurement.

These records of contact will be included in the procurement record for the procurement contract and must be forwarded to the Board's Contract Manager. A form is available for purposes of recording the procurement contact.

It is the policy of the Board to make a determination of responsibility before awarding a procurement contract to an Offerer. In addition to responsibility factors such as financial and organizational capacity, legal authority, integrity, and past performance, this policy requires us to take into consideration any violation of the permissible contact requirements of State Finance Law § 139-j and the disclosure requirements of State Finance Law § 139-k. A determination of non-responsibility will be made if it is found that the Offerer knowingly and willfully made an impermissible contact or failed to timely disclose accurate and complete information or otherwise cooperate in providing the information required by State Finance Law §139-k.

The Board is precluded from awarding a procurement contract to an Offerer that has been determined to be non-responsible because of a knowing and willful violation of the prohibitions of State Finance Law § 139-j against impermissible contacts during the Restricted Period unless the Board finds that the award of the contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

Furthermore, if an Offerer has a second knowing and willful violation within four years after a previous determination of non-responsibility, the Offerer can be debarred for four years.

Communications received by the Board or employees of the Board from legislative staff or members of the State Legislature when those persons are acting in their official capacity are not considered “contacts” during the Restricted Period and thus do not have to be recorded pursuant to the State Finance Law. Also, communications that a reasonable person would infer are not intended to influence a procurement by the Board do not have to be recorded.

For purposes of this policy, the Board will include a record of contacts about a particular procurement and determination of non-responsibility (if any) in the procurement file where it will remain as a part of the procurement record. The procurement file will be retained for that period of time already designated under the Board’s Records Retention Policy.

## V. Offerers Requirements and Responsibilities

Offerers have certain requirements under the State Finance Law and under this policy if they or their designated representative choose to respond to a Request for Proposals or attempt to influence a procurement. Under the law and this policy, an Offerer or his/her representative is generally prohibited from contacting anyone other than the designated contact persons with

regard to a procurement during the Restricted Period. Offerers are also required to disclose whether there has been a finding of non-responsibility with regard to their compliance under the law within the past four years. Furthermore, an Offerer must affirm that they understand and agree to comply with this policy relating to permissible contacts during a procurement and certify that all information provided to the Board is complete, true and accurate. A form is provided for this purpose.

If an Offerer is found to have engaged in impermissible contacts with the Board or employees of the Board, the Offerer will be denied a contract under this policy. However, the Board is not precluded from awarding such Offerer another procurement contract if this denial of a contract is the Offerer's first determination of non-responsibility in four years.

## VI. Violations of This Policy

Alleged violations of this policy will be reviewed by the Board's Ethics Officer. The Ethics Officer is charged with reviewing or investigating violations of the contact provision of this policy and determines if sufficient cause exists to believe that the allegation is true. The Board must notify the Offerer within five business days of its discovery, that a review or investigation of an alleged violation is underway. Offerer's response to the alleged violation will become a part of the investigative or review record and will be given due consideration by the Board during the review or investigation.

## VII. Mandatory Contract Termination Provision

The Board reserves the right to terminate a contract in the event it is found that the certification filed by the prospective bidder/contractor in accordance with New York State Executive Order Number 127 and New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such finding, the Board may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the contract.

**New York State**
**Deferred Compensation Plan**

**Application for Competitively Bid Contract (ADM-28 Revised 09/07)**

| | |
|---|---|
| 1. Project Title/Procurement: | |
| 2. Contract Procurement Number: | |
| 3. Name of Firm Submitting Proposal: | |
| 4. Address (Payment Office Mailing Address): | E-mail: |
| 5. Telephone Number: | |
| 6. If New York State Certified (Check Primary Classification): | |
| ☐ Minority Business Enterprise | |
| ☐ Woman Business Enterprise | |
| 7. *Non-Sectarian use of Funds:* Are any of your purposes sectarian (for the advancement of any religion)? ☐ YES ☐ NO<br><br>**If YES**, please state if funds to be received from New York State will be used for a purely secular purpose: | |
| 8. *Compliance with New York State Policy*: I (we), the undersigned, affirm that we are willing to comply with all the conditions set forth in the Request-For-Proposals, specifically those set forth in New York State Standard Appendix "A," and all the statutes and regulations pertaining thereto. | |
| 9. *Non-Discrimination in Employment in Northern Ireland: MacBride Fair Employment Principles*: In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder: | |
| a. Have a business in Northern Ireland? ☐ YES ☐ NO<br><br>b. **If yes**, shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to non-discrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such principles. ☐ YES ☐ NO | |

10. *Non-Collusive Bidding:* By submission of this bid, bidder and each person signing on behalf of the bidder as well as 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 that:

    - The prices in 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 bidder or competitor;

    - Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

    - No attempt has been made or will be made by the bidder to induce any other person, partners, or corporation to submit or not to submit a bid for the purposes of restricting competition.

11. *Americans with Disabilities Act (ADA):* The successful bidder(s) shall comply with all applicable requirements of the Americans with Disabilities Act (ADA), codified at Title 42 of the United States Code, Section 12101 et seq. and associated regulations, including, but not limited to, those located in 28 C.F.R. Part 36. The successful bidder(s) shall comply with all applicable requirements of the New York State Human Rights Law, codified in the Executive Law Sections 290-301 and applicable regulations implemented pursuant to that law. The successful bidder shall warrant to the New York State Deferred Compensation Plan that the successful bidder(s) is (are) in compliance with both the ADA and its regulations and the New York State Human Rights Law and its regulations. The successful bidder(s) shall also indemnify the New York State Deferred Compensation Plan to that end.

12. *Period of Validity:* Each bidder(s) shall hold all provisions of their proposal firm and not revocable for a period of up to ninety days from the bid opening unless withdrawn in writing or unless otherwise specified in the solicitation.

**Procurement Lobbying Law Provision of State Finance Law Sections 139-j and 139-k**
**139-k (5):**

**Contractor Disclosure of Contacts Form**
**Procurement Lobbying Law – Form 1**

This form shall be completed and submitted with your bid, proposal, or offer. Failure to complete and submit this form shall result in a determination of non-responsiveness and disqualification of the bid, proposal, or offer. If at the time of submission of this form, the specific name of a person authorized to attempt to influence a decision on your behalf is unknown, you agree to provide the specific person's information when it is available. You also agree to update this information during the negotiation or evaluation process of this procurement, and throughout the term of any contract awarded to your company pursuant to this bid/proposal or offer.

* * * *

**Procurement Lobbying Law Provision of State Finance Law Sections 139-j and 139-k**
**139-k (5):**

**Prospective Bidder/Contractor Disclosure of Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Name and Title of Person Submitting this Form:

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 five years? ☐ No ☐ Yes

If yes to above, please answer the following questions:

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

Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity?
☐ No ☐ Yes

**If yes to above, please provide details regarding the finding of non-responsibility below:**

Government Entity:

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility: (Add additional pages if necessary.)

| **Procurement Lobbying Law Provision of State Finance Law Sections 139-j and 139-k** |
|---|

| Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? ☐ No ☐ Yes |
|---|
| **If yes to above, please provide details below:** |
| Governmental Entity: |
| Date of Termination or Withholding of Contract: |
| Basis of Termination or Withholding: (Add additional pages as necessary) |

Prospective bidder/contractor affirms that it understands and agrees to comply with the procedures of the New York State Deferred Compensation Plan relative to permissible contacts during the restricted period as required by State Finance Law Sections 139-j (3) and 139-j (6) (b). I also certify that all information provided to the New York State Deferred Compensation Plan with respect to State Finance Law Section 139-k is complete, true, and accurate.

**New York State Deferred Compensation Plan Designated Contact(s) During Restricted Period are:**

| Your signature below attests to your agreement with all of the above provisions. |
|---|
| **(Signature required)** |
| **Date:** |
| **Name/Title:** |
| **Contractor Name:** |

***I (We), the undersigned, attest that I am (we are) authorized to bind the bidder to the provisions of the attached proposal.***

| Name/Title of Individual or Firm's Officer Authorized to Sign Contract: |
|---|
| |
| Name/Title of Project Director (If different from above.): |

**Exhibit F**

# The State of New York Deferred Compensation Board
# Stable Income Fund

## INVESTMENT POLICIES AND GUIDELINES

**November 18, 2011**

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**IV.** Definitions

## I. INVESTMENT OBJECTIVES

The primary investment objective of the Stable Income Fund ("Fund") is preservation of principal. The Fund will also seek to achieve a reasonably stable quarterly return, a high level of liquidity for participant withdrawals and a total return which, over time, exceeds the Fund's Benchmark: the Rolling Yield of the 5-Year Constant Maturity Treasury ("CMT").

## II. INVESTMENT STRATEGY

The Fund seeks to achieve its investment objective through a portfolio consisting primarily of stable value products, as described in these Investment Policies and Guidelines (the "Overall Investment Policy"). Dwight Asset Management Company LLC, the provider of the Fund's Stable Value Structure Management Services ("Dwight"), shall be responsible for the Fund's duration management, liquidity, Guaranteed Investment Contract ("GIC") placements, management of Wrap Contract Sub-Manager and Separate Account portfolio allocations and such other responsibilities and duties as set forth in this Overall Investment Policy and the Stable Income Fund Structure Management Agreement ("Agreement"). Capitalized terms used herein which are not otherwise defined shall have the meaning given to such terms in the Agreement.

### A. Permitted Investments

As assets become available for reinvestment, the Fund's assets may be reinvested in the Stable Value Sectors listed below:

(1) Cash or Cash Equivalents. Cash/cash equivalent investments consist of short-term collective investment funds ("STIFs"), money market funds or other high-quality, cash equivalent investments managed by the Sub-Manager of the Cash Portfolio in accordance with the Sector Guidelines set forth in Section III.

(2) Units of Stable Value collective investment trusts ("CITs") as described below in "Summary Description of Stable Value Sectors" not otherwise included in (4) below which provide book value accounting as part of the CIT structure. Each of the foregoing investments shall have a minimum average credit rating of "AA-" at the time of purchase.

(3) GICs as described under "Summary Description of Stable Value Sectors" below.

(4) Separate Accounts as described under "Summary Description of Stable Value Sectors" below.

(5) Wrapped Fixed Income investments (also referred to as "Synthetic GICs"), as described below in "Summary Description of Stable Value Sectors", wrapping fixed

income securities within the limitations set forth in the Fixed Income Sector Investment Guidelines

## B. Fund Diversification

As assets become available for reinvestment, the Fund's assets will be allocated by Dwight according to the Stable Value Sector guidelines as follows:

| Allocation Guidelines for Stable Income Fund | |
|---|---|
| **Stable Value Sector** | **Permissible Range** |
| Cash/Cash Equivalents | 0-50% |
| Stable Value CIT | 0-5% |
| GICs | 0-20% |
| Separate Accounts | 0-90% |
| Wrapped Fixed Income/Synthetic GICs | 25-95% |

In managing and monitoring the Fund's allocations within the above Allocation Guidelines, Dwight will assess the Fund's duration, the Fund's immediate and anticipated liquidity needs, the terms of the investment contracts, the Fund's long-term objectives, the performance of the various Sub-Managers and Separate Accounts and such other factors that Dwight deems prudent. In the event that the Fund's allocation is outside the Allocation Guidelines, Dwight will notify the Board in writing, and will reallocate the Fund's assets to the above Allocation Guidelines within 10 Business Days, absent approval by the Board of a longer time period or a delay in effecting transactions on the part of one or more Sub-Managers.

## C. Summary Description of Stable Value Sectors

(1) **Wrapped Fixed Income**. The Wrapped Fixed Income component may consist of a portfolio or portfolios of fixed income securities and one or more Wrap Contracts to provide book value liquidity with respect to fixed income portfolios for Plan benefit payments. All Wrap Contract issuers shall be on Dwight's approved wrap issuer list at the time of placement. In addition to individual securities holdings, this component may consist of actively managed portfolios of fixed income securities subject to a sub-advisory agreement with a Sub-Manager, units of CITs, or shares of mutual funds.

(2) **Stable Value Collective Investment Trusts**. The Stable Value CIT component shall consist of collective investment trusts with similar objectives as set forth herein. Fund assets may be invested in units of Stable Value CITs.

(3) **GICs**. The GICs component will generally consist of investment contracts backed by the general account assets of qualified insurance companies or major money center banks or other financial institutions. Dwight will restrict new investments in

GICs to those issuers included on Dwight's approved list, with a limit of 5% of the Fund's assets in any one issuer, measured at the time of purchase. Dwight will provide the Board with a description of Dwight's approved list, as amended from time to time.

**(4)** **Separate Accounts.** Separate Accounts will consist of separate account contracts with insurance companies on Dwight's approved list of issuers under which (i) the assets contributed by the Fund are invested within the limits set forth in Fixed Income Sector Investment Guidelines, (ii) the insurance company provides coverage for book value accounting, and (iii) the assets contributed by the Fund are segregated from the general assets of the insurance company, or any other similar product.

(5) **Cash or Cash Equivalents**. The Cash/Cash Equivalents component is described in the Cash Portfolio Investment Guidelines in Section III hereof.

## D. Deviations

Deviations from the diversification requirements set forth in sections B and C above are acceptable if at the time of the investment it is known that such deviation will occur and is mutually agreed to in writing by Dwight and the Board.

## E. Fund Duration

The duration target of the Fund shall be 3.0 years, with a permissible range of 1.5 years to 4.0 years. Dwight will manage the Fund duration through the allocations to the various Stable Value Sectors and Sub-Managers. The Sub-Manager allocations will be adjusted as necessary based on the actual durations of the respective Sub-Managers' portfolios.

## III. SECTOR GUIDELINES

### A. Cash Portfolio Investment Guidelines

(1) **Investment Objectives**. The Cash Portfolio Sub-Manager will seek to provide liquidity required to meet the cash needs of the Fund on a daily basis.

(2) **Approved Investments**. Any of the following fixed income securities, subject to credit and diversification guidelines below, may be held:

(a) Short-term investments eligible for Rule 2a-7 money market funds rated at least A-1 and P-1 by Standard & Poor's Corporation ("S&P") and Moody's Investors Service ("Moody's"), respectively, and STIFs utilized by the custodian or trustee;

(b) Instruments issued or fully guaranteed by the U.S. Government, federal agencies, sponsored agencies or sponsored corporations;

(c) Securities issued by supranational entities or sovereign credits.

(d) Residential or commercial mortgage-backed securities, corporate bonds, asset-backed securities, structured notes and other similar fixed income investments;

(e) Commercial paper or master notes issued or otherwise backed by an entity rated A-1 and P-1 or better by S&P or Moody's;

(f) Certificates of Deposit (includes Domestic, Yankee and Eurodollar issuers), Funding Agreements and Promissory Notes, and

(g) Repurchase agreements issued or otherwise backed by dealers rated A-1 and P-1 or better (or less than A-1and P-1 whose transaction has been guaranteed by an Aaa/AAA rated monoline reinsurer such as MBIA, AMBAC or FGIC). Repurchase agreements must be collateralized to the extent of at least 100% of the value lent by U.S. treasuries, agencies, corporate bonds, residential or commercial mortgage-backed securities, residential or commercial whole loans, international sovereign or supranational bonds and senior secured bank loans.

(3) **Prohibited Investments**

(a) Equities and securities that derive their price from equities.

(b) Mortgage derivatives such as IOs, POs and inverse IOs.

(c) Securities not expressly covered under Approved Investments outlined above.

(d) Transactions that would be prohibited by ERISA, if ERISA applied to the Plan, and any other applicable law.

(e) Securities and investment techniques used solely for leverage purposes.

(f) Securities issued or guaranteed by the Sub-Manager(s) or its affiliates.

(g) Currencies or currency forwards.

(4) **Cash Sector Diversification Limits**. The following concentration guidelines will be applicable:

| | **Issuer Limit** | **Maturity Limit** |
|---|---|---|
| U.S. Treasury | 100% | 1 Year |
| U.S. Government Agency | 33% | 1 Year |
| Commercial Paper | 5% | 9 Months |
| Rule 144A Securities | 5% | 9 Months |
| Certificates of Deposit | 5% | 9 Months |
| Corporate | 5% | 9 Months |
| Promissory Notes | 5% | 95 days |
| Master Notes | 5% | 1 Year; 90-day put |
| Funding Agreements | 5% | 1 Year; 90-day put |
| Repurchase Agreements (Deliverable Tri Party) | | |
| Treasuries | 25% | 90 days |
| Agencies (no mortgages) | 25% | 90 days |
| Money Market Funds | 25% | 90 days |
| Temp Fund | 25% | 90 days |

(5) **Credit Quality Guidelines (at the time of purchase)**. The Cash Portfolio may invest in securities rated A-1 and P-1 or Aaa/AAA by S&P and Moody's.

(6) **Duration**. The duration of Cash Portfolio security holdings shall be 90 days or less and the maximum maturity of any security shall be one year.

(7) **Currency Exposure**. Non-U.S. dollar denominated securities are not permitted in the Cash Portfolio.

## B. Fixed Income Sector Investment Guidelines

**Investment guidelines under Wrap Contracts and Separate Accounts shall fit within the limitations set below.**

(1) **Investment Objectives**. The Sub-Manager(s) and Separate Accounts will seek to provide returns that exceed the assigned bond market index. The Sub-Manager(s) will seek to maximize long term total return while controlling and restricting overall portfolio risk.

(2) **Approved Investments**. Any of the following U.S. Dollar denominated fixed income securities subject to credit and diversification guidelines below may be held:

(a) Instruments issued or fully guaranteed by the U.S. Government, federal agencies, sponsored agencies or sponsored corporations;

(b) Securities issued by supranational entities or sovereign credits;

(c) Residential and commercial mortgage-backed securities, corporate bonds, asset-backed securities (including CMOs), structured notes and other similar fixed income investments;

(d) Commercial paper and master notes issued or otherwise backed by an entity rated A1/P1 or better;

(e) Repurchase agreements issued or otherwise backed by dealers rated A-1 and P-1 or better (or less than A-1 and P-1 whose transaction has been guaranteed by an Aaa/AAA rated monoline reinsurer. Repurchase agreements must be collateralized to the extent of at least 100% of the value lent by U.S. treasuries, agencies, corporate bonds, residential and commercial mortgage-backed securities, residential and commercial whole loans, international sovereign and supranational bonds and senior secured bank loans;

(f) Obligations issued or guaranteed by state and municipal governments and agencies;

(g) Securities offered pursuant to Rule 144A, Section 3(a), Regulation S;

(h) Forward Commitments: Securities generally will be purchased and sold on a "regular settlement" basis, with the exception of (i) any eligible new issues which will be purchased for the first available settlement date, and (ii) U. S. Treasury and mortgage-backed securities, which may be purchased on a forward basis not to exceed 180 days;

(i) Pooled or commingled vehicles comprised of permitted investments and managed by the Sub-Manager(s) or investment managers designated by the issuer of Separate Accounts including their affiliates; however, steps will be taken by the Sub-Manager(s) or issuers of Separate Accounts to assure that double fees shall not be charged; and

(j) Futures, options, and swaps.

(3) **Prohibited Investments**

(a) Equities and securities that derive their price from equities.

(b) Mortgage derivatives such as IOs, POs and inverse IOs.

(c) CLOs, CDOs, and CBOs.

(d) Securities not expressly covered under Approved Investments outlined above.

(e) Transactions that would be prohibited by ERISA, if ERISA applied to the Plan, and any other applicable law.

(f) Securities and investment techniques used solely for leverage purposes. For purposes of this section, "leverage purposes" means the use of securities or investment techniques for other than hedging purposes.

(g) Securities issued or guaranteed by the Sub-Manager(s), issuers of Separate Accounts or their affiliates.

(h) Currencies.

(i) Non-U.S. Dollar denominated securities.

(j) Derivatives of any kind shall not be used to leverage the portfolio.

(k) Emerging markets as defined by the Barclays Capital Global Emerging Markets Index.

(4) **Sector Diversification Limits**. The following concentration guidelines will be applicable:

**Concentration Guidelines:**

| Sector | Sector Maximum | Issuer Maximum | Issue Maximum |
|---|---|---|---|
| **Treasuries, Agencies** | 100% | N/A | 15% |
| **Residential MBS** | 50% | | |
| Agency | 50% | N/A | 10% |
| Non-Agency | 10% | 5% | 3% |
| **Commercial MBS** | 15% | 5% | 3% |
| **ABS** | 20% | 5% | 3% |
| **Corporates** | 40% | 5% | 3% |
| **Municipals** | 10% | 5% | 3% |
| **Sovereign, Supranational** | 10% | 5% | 3% |
| **Cash Equivalents** | 40% | 10% | 3% |

The sector limits for Cash Equivalents exclude STIF.

The issuer of any non-agency MBS, Commercial MBS, or ABS security will be the trust that holds the associated collateral and the issuer limits will apply to securities that have claims against any one such trust.

(5) **Credit Quality Guidelines (at the time of purchase)**. Securities must be rated at least BBB-/Baa3 by Moody's, S&P and/or Fitch. .The weighted average portfolio quality on each day will be rated at least Aa3 by Moody's, AA- by S&P and/or AA- by Fitch.

In the case of split-rated securities, the Sub-Manager(s) and Separate Accounts will use the middle rating to determine compliance with quality guidelines for securities that are rated by Moody's, S&P and Fitch and the lower rating for securities rated by only two of such agencies. For securities that are rated by only one rating agency, the Sub-Manager(s) and Separate Accounts will use the rating assigned by such agency. If a security is downgraded below the minimum credit quality set forth herein, the Sub-Manager(s) and Separate Accounts will dispose of the security in a prudent manner, with a target disposition of 30 days after the date of the downgrade. For purposes of the above guidelines, investments in U.S. government and government agency obligations will be deemed rated Aaa/AAA.

(6) **Duration**. The Sub-Manager(s) and Separate Accounts will manage the duration within a range of 80% - 120% of the duration of the assigned benchmark index.

## IV. DEFINITIONS

**"ABS" - Asset Backed Security**
Securities collateralized by the cash flows from a specified pool of underlying assets, such as common receivables like credit cards payments, home equity and auto loans.

**"CBO" – Collateralized Bond Obligation**
An investment-grade bond backed by a large, diversified pool of junk bonds. Usually broken down into tiers with varying degrees of risk and varying interest rates.

**"CDO" – Collateralized Debt Obligation**
A type of structured asset-backed security (ABS) whose value and payments are derived from a portfolio of fixed-income underlying assets

**"CLO" – Collateralized Loan Obligation**
A debt security backed by a pool of commercial loans.

**"CMO" – Collateralized Mortgage Obligation**
Securities backed by pools of mortgage payments, separated into different maturity classes called tranches.

**"ERISA" – Employee Retirement Income Security Act of 1974**
The federal law which established legal guidelines for private pension plan administration and investment practices.

**"IO" – Interest Only Bond**
The interest portion of mortgage, Treasury or bond payments, which is separated and sold individually from the principal portion of those same payments. The periodic payments of several bonds can be "stripped" to form synthetic zero-coupon bonds.

**"Inverse IO" – Inverse Interest Only Bond**
A fixed income instrument which has a coupon rate or interest rate that varies with a short term interest rate index such as the London Interbank Offered Rate (LIBOR), the Constant Maturity Treasury (CMT) or the Cost of Funds Index (COFI) in such a way that the yield is inversely related.

**"MBS" – Mortgage Backed Security**
Securities backed by a pool of residential mortgage payments.

**"PO" – Principal Only Bond**
A type of fixed-income security where the holder is only entitled to receive regular cash flows that are derived from incoming principal repayments on an underlying loan pool. The loan is often a pool of mortgages in the form of a mortgage-backed security (MBS).

**EXHIBIT** G

**NEW YORK STATE DEFERRED COMPENSATION PLAN**

# VENDOR RESPONSIBILITY QUESTIONNAIRE

**(ADM-288-dc, Revised March 2007)**

| | | |
|---|---|---|
| 1. VENDOR IS: ☐ PRIME CONTRACTOR ☐ SUB-CONTRACTOR | | |
| 2. VENDOR'S LEGAL BUSINESS NAME: | 3. IDENTIFICATION NUMBERS:<br>a) FEIN #:<br>b) DUNS #: | |
| 4. D/B/A – Doing Business As (if applicable) & COUNTY FILED: | 5. WEBSITE ADDRESS (if applicable): | |
| 6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE: | 7. TELEPHONE NUMBER: | 8. FAX NUMBER: |
| 9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above: | 10. TELEPHONE NUMBER: | 11. FAX NUMBER: |
| 12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS:<br>☐ Owned ☐ Rented<br>If rented, please provide landlord's name, address, and telephone number below: | 13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE:<br>Name:<br>Title:<br>Telephone Number:<br>Fax Number:<br>e-mail: | |

| 14. **VENDOR'S BUSINESS ENTITY IS**: (please check appropriate box below and provide additional information): | | |
|---|---|---|
| a) ☐ Business Corporation | Date of Incorporation: | State of Incorporation*: |
| b) ☐ Sole Proprietor | Date Established: | |
| c) ☐ General Partnership | Date Established: | |
| d) ☐ Not-for-Profit Corporation | Date of Incorporation: | **State of Incorporation*:**<br>Charities Registration Number: |
| e) ☐ Limited Liability Company (LLC) | Date Established: | |
| f) ☐ Limited Liability Partnership | Date Established: | |
| g) ☐ Other – Specify: | Date Established: | Jurisdiction Filed (if applicable): |
| *** If not incorporated in New York State, please provide a copy of authorization to do business in New York. (www.dos.state.ny.us)** | | |
| 15. PRIMARY BUSINESS ACTIVITY: (Please identify the primary business categories, products, or services provided by your business.) | | |

**NEW YORK STATE DEFERRED COMPENSATION PLAN**

# VENDOR RESPONSIBILITY QUESTIONNAIRE

**(ADM-288-dc, Revised March 2007)**

| 16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER: | |
|---|---|
| a. The Vendor is legally exempt from obtaining workers' compensation insurance coverage. | ☐ Yes ☐ No |
| b. The Vendor has obtained workers' compensation insurance coverage from an insurance carrier. | ☐ Yes ☐ No |
| c. The Vendor is self-insured or participates in an authorized group self-insured plan. | ☐ Yes ☐ No |
| d. The Vendor is legally exempt from obtaining disability benefits insurance coverage. | ☐ Yes ☐ No |
| e. The Vendor has obtained disability benefits insurance coverage from an insurance carrier. | ☐ Yes ☐ No |
| f. The Vendor is self-insured. | ☐ Yes ☐ No |
| g. Acceptable proof of coverage or exemption from coverage is included herewith. | ☐ Yes ☐ No |
| **It is mandatory that you include acceptable proof of coverage or exemption from coverage. Please see Attachment A to this questionnaire – Workers' Compensation and Disability Benefits Insurance Coverage for what constitutes acceptable proof.** | |

17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND ALL OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):

| a) NAME (print): | TITLE: | b) NAME (print): | TITLE: |
|---|---|---|---|
| c) NAME (print): | TITLE: | d) NAME (print): | TITLE: |

**A detailed explanation is required for each question below answered with a "Yes," and must be provided as an attachment to the completed questionnaire. You must provide adequate details or documents to aid the contracting agency in making a determination of vendor responsibility. Please number each response to match the question number.**

18. Tax Law §5-a Compliance (ST-220-TD and ST-220-CA)

Pursuant to Tax Law §5-a, certain contractors seeking to enter into contracts with the Deferred Compensation Board are required to certify to the New York State Department of Taxation and Finance that the contractor, and, to the best of the contractor's knowledge, any affiliates and subcontractors, are registered to collect state sales and compensating use tax, that the contractor and, to the best of the contractor's knowledge, any affiliates and subcontractors, did not have sales wit New York State of tangible personal property or taxable services in excess of $300,000 during the immediately preceding four consecutive sales tax quarters. The contractor must also certify in writing to the procuring agency that the requisite certification has been made to New York State Department of Taxation and Finance, or that the certification is not required to be filed, and that the certification is correct and complete

Vendors must complete the forms ST-220-TD and ST-220-CA if the total cumulative value of the contract, including the original contract award value, and any amendments, extensions, or renewals, exceeds $100,000.00. General information on this requirement, including links to Publication 223, Questions and Answers Concerning Tax Law Section 5-a, and Forms ST-220-TD and ST-220-CA, can be obtained on the New York State Office of the State Comptroller's Web site at http://nysosc3.osc.state.ny.us/agencies/gbull/g222a.htm.

a. The vendor has submitted a fully completed ST-220-TD to the New York State Department of Taxation and Finance.

☐ Yes ☐ No ☐ Not applicable

b. The vendor has submitted a fully completed ST-220-CA, Contractor Certification, to THE BOARD.

☐ Yes ☐ No ☐ Not applicable

| 19. Is the Vendor certified in New York State as (please check all that are applicable): | ☐ Yes ☐ No |
|---|---|
| ☐ Minority Business Enterprise (MBE)<br>☐ Women's Business Enterprise (WBE)<br>☐ Disadvantaged Business Enterprise (DBE)?<br><br>**Please provide a copy of any of the above certifications that apply.** | |

| | |
|---|---|
| 20. Does the Vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above?<br><br>**List all other business name(s), Federal Employer Identification Number(s), or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.** | ☐ Yes ☐ No |
| 21. Are there any individuals now serving in a managerial or consulting capacity to the Vendor, including principal owners and officers, who now serve or in the past three (3) years have served as: | |
| a. An elected or appointed public official or officer?<br>**List each individual's name, business title, the name of the organization and position elected or appointed to – with applicable service dates.** | ☐ Yes ☐ No |
| b. A current or former full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency?<br>**List each individual's name, business title or consulting capacity, and the New York Sate agency name and employment position - with applicable service dates.** | ☐ Yes ☐ No |
| c. If yes to item #21b, did this individual perform services related to the Solicitation, negotiation, operation and/or administration of public contracts for the BOARD?<br>**List each individual's name, business title or consulting capacity, and the New York State agency name, and consulting/advisory position - with applicable service dates. List each contract name and assigned NYS number.** | ☐ Yes ☐ No |
| d. If yes to #21b, did this/these individuals perform similar services to those by the RFP? | ☐ Yes ☐ No |
| e. An officer of any political party organization in New York State, whether paid or Unpaid?<br>**List each individual's name, business title or consulting capacity, and the official political party position held – with applicable service dates.** | ☐ Yes ☐ No |
| 22. Within the past five (5) years, have any of the following individuals<br>• the vendor;<br>• any individuals serving in managerial or consulting capacity;<br>• owners;<br>• officers;<br>• major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies);<br>• affiliate[1]<br>• or any person involved in the bidding or contracting process: | |
| **a)** 1. been suspended, debarred or terminated by a local, state, or federal authority in connection with, a contract or contracting process; | ☐ Yes ☐ No |
| 2. been disqualified for cause as a bidder on any permit, license, concession franchise, or lease; | ☐ Yes ☐ No |
| 3. entered into an agreement to a voluntary exclusion from bidding/contracting; | ☐ Yes ☐ No |
| 4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles; | ☐ Yes ☐ No |

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

| | |
|---|---|
| 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; | ☐ Yes ☐ No |
| 6. had status as a Women's Business Enterprise, Minority Business Enterprise, or Disadvantaged Business Enterprise denied, de-certified, revoked, or forfeited; | ☐ Yes ☐ No |
| 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state, or federal government contract; | ☐ Yes ☐ No |
| 8. been denied an award of a local, state, or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or | ☐ Yes ☐ No |
| 9. had a local, state, or federal government contract suspended or terminated for cause prior to the completion of the term of the contract? | ☐ Yes ☐ No |
| **22. b)** been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state, or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion, or any crime related to truthfulness and/or business conduct? | ☐ Yes ☐ No |
| **22. c)** been issued a citation, notice, or violation order, or are pending an administrative hearing or proceeding or determination for violations of: | |
| 1. federal, state, or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law; | ☐ Yes ☐ No |
| 2. state or federal environmental laws; | ☐ Yes ☐ No |
| 3. unemployment insurance or workers' compensation coverage or claim requirements; | ☐ Yes ☐ No |
| 4. Employee Retirement Income Security Act (ERISA); | ☐ Yes ☐ No |
| 5. federal, state, or local human rights laws; | ☐ Yes ☐ No |
| 6. civil rights laws; | ☐ Yes ☐ No |
| 7. federal or state security laws; | ☐ Yes ☐ No |
| 8. Federal Immigration and Naturalization Services (INS) and Alienage laws; | ☐ Yes ☐ No |
| 9. state or federal anti-trust laws; or | ☐ Yes ☐ No |
| 10. charity or consumer laws? | ☐ Yes ☐ No |
| **For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s), and any corrective action(s) taken by the vendor.** | |
| 23. In the past three (3) years, has the vendor or its affiliates had any claims, judgments, injunctions, liens, fines, or penalties secured by any governmental agency? | ☐ Yes ☐ No |
| **Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien, or other and provide an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open or unsatisfied, indicate the status of each item as "open" or "unsatisfied."** | |
| 24. Has the vendor (for profit and not-for profit corporations) or its affiliates, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements, and/or laws and regulations or any material disallowances? | ☐ Yes ☐ No |
| **Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.** | |

| | |
|---|---|
| 25. Is the vendor exempt from income taxes under the Internal Revenue Code?<br><br>**Indicate the reason for the exemption and provide a copy of any supporting information.** | ☐ Yes ☐ No |
| 26. During the past three (3) years, has the vendor failed to:<br>a) file returns or pay any applicable federal, state, or city taxes?<br>**Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.**<br>b) file returns or pay New York State unemployment insurance?<br>**Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.** | <br>☐ Yes ☐ No<br><br><br>☐ Yes ☐ No |
| 27. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing?<br><br>**Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, indicate the affiliate's name and FEIN. Provide the court name, address, and docket number. Indicate if the proceedings have been initiated, remain pending, or have been closed. If closed, provide the date closed.** | ☐ Yes ☐ No |
| 28. Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it?<br><br>**Provide financial information to support the vendor's current position. For example: Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow, and any documents that will provide the agency with an understanding of the vendor's situation.** | ☐ Yes ☐ No |
| 29. Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years?<br><br>**List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.** | ☐ Yes ☐ No |
| 30. In the past five (5) years, has the vendor or any affiliates:<br>a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;<br>b) received an overall unsatisfactory performance assessment form any government agency on any contract; or<br>c) had any liens or claims over $25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days?<br><br>**Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor, and the name of the contracting agency.** | <br>☐ Yes ☐ No<br>☐ Yes ☐ No<br>☐ Yes ☐ No |

**NEW YORK STATE DEFERRED COMPENSATION PLAN**

# VENDOR RESPONSIBILITY QUESTIONNAIRE

**(ADM-288-dc, Revised March 2007)**

State of: )
) SS:
County of: )

**CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate, and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information, and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business: Signature of Owner/Officer:

Address: Printed Name of Signatory:

City, State, Zip: Title:

Sworn to before me this _____ day of _____, 2005;

Notary Public

Print Name

Signature

Date

J:\CONTRACTS-GENERAL\DCBvendorquestionnairefinal1.doc

# Attachment A

## WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE COVERAGE

**Workers' Compensation Requirements under WCL §57.**
A vendor seeking to enter into a contract or purchase order with the New York State Deferred Compensation Board ("the Board") must provide evidence of compliance with the Workers Compensation Law. To comply with the coverage provisions of the Workers' Compensation Law, a vendor must:

A) be legally exempt from obtaining workers' compensation insurance coverage; or
B) obtain such coverage from insurance carriers; or
C) be self-insured or participate in an authorized group self-insured plan.

Therefore, to assist the State in enforcing Section 57 of the Workers' Compensation Law, a vendor **must** provide **one** of the following forms to the Board before a contract can be approved:

1. Acceptable evidence of exemption from law:

   A. **WC/DB-100** - Affidavit for New York entities and any out-of-state entities with no employees, that New York State Workers' Compensation and/or Disability Benefits insurance coverage is not required; **or**

   B. **WC/DB-101** - affidavit that an out-of-state or foreign employer working in New York State does not require specific New York State workers' compensation and/or disability benefits insurance coverage**;**

   **(These affidavits must be stamped as received by the NYS Workers' Compensation Board)**

   **OR**

2. Acceptable evidence of coverage under the law:

   A. **C-105.2** – Certificate of Workers' Compensation Insurance (a vendor's insurance carrier will send this form to the Board on request); **or**

   B. **SI-12** – Certificate of Workers' Compensation Self-Insurance (the vendor can obtain this Certificate by calling the Workers' Compensation Board's Self-Insurance Office at 518-402-0247); **or**

   C. **GSI-205.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance (the vendor's Group Self-Insurance Administrator will send this form to the Board on request).

   **PLEASE NOTE:** Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are not authorized to issue it.

## DISABILITY BENEFITS REQUIREMENTS UNDER WCL §220 SUBDIVISION 8

To comply with coverage provisions of the Disability Benefits Law, a vendor business may:

A) be legally exempt from obtaining disability benefits insurance coverage; or
B) obtain such coverage from insurance carriers; or
C) be self-insured

Therefore, to assist the State in enforcing Section 220 subdivision 8 of the Disability Benefits Law, a vendor **must** provide **one** of the following forms to the Board before a contract can be approved:

1. Acceptable evidence of exemption from law:

   A. **WC/DB-100** - Affidavit for New York entities and any out-of-state entities with Benefits insurance coverage is not required; **or**

   B. **WC/DB-101** - affidavit that an out-of-state or foreign employer working in New York State does not require specific New York State workers' compensation and/or disability benefits insurance coverage**;**

   **(These affidavits must be stamped as received by the NYS Workers' Compensation Board)**

   **OR**

2. Acceptable evidence of coverage under the law:

   A. **DB-120.1** – Certificate of Disability Benefits Insurance (a vendor's insurance carrier will send this form to the Board on request); **or**

   B. **DB-820/829** Certificate/Cancellation of Insurance (a vendor's insurance carrier will send this form to the Board on request); **or**

   C. **DB-155** – Certificate of Disability Benefits Self Insurance (the vendor can obtain this Certificate by calling the Workers' Compensation Board's Self-Insurance Office at 518-402-0247.

If you have any questions or require additional information, please contact the Workers' Compensation Board, Bureau of Compliance, at (518) 486-6307. The above forms are available at: www.wcb.state.ny.us under "common forms" and must be notarized and returned to the address or fax number on the form. The Workers' Compensation Board will send back a stamped copy, to your firm which must accompany the "Questionnaire" being sent to the Board.

# Exhibit H

## New York State Deferred Compensation Plan - Plan Assets

| Option | Assets as of 12/31/2011 | Percent of Total | Category |
|---|---|---|---|
| Stable Income: | | | |
| STABLE INCOME FUND | $5,729,903,034 | 45.35% | GIC/Stable Asset |
| Fixed Income Funds: | | | |
| FEDERATED TOTAL RETURN GOVERNMENT | $207,609,989 | 1.64% | Intermediate-Term Gov't Bond |
| VANGUARD TOTAL BOND MARKET INDEX FUND | $433,658,280 | 3.43% | Intermediate-Term Bond |
| **Total Fixed Income Funds** | **$641,268,268** | 5.08% | |
| Balanced/Lifecycle Funds: | | | |
| PAX WORLD BALANCED FUND | $53,348,537 | 0.42% | Domestic Hybrid - Social |
| VANGUARD WELLINGTON FUND | $540,883,576 | 4.28% | Domestic Hybrid |
| T. ROWE PRICE RETIREMENT 2010 | $49,274,928 | 0.39% | Target Date |
| T. ROWE PRICE RETIREMENT 2015 | $34,749,796 | 0.28% | Target Date |
| T. ROWE PRICE RETIREMENT 2020 | $123,020,329 | 0.97% | Target Date |
| T. ROWE PRICE RETIREMENT 2025 | $26,311,085 | 0.21% | Target Date |
| T. ROWE PRICE RETIREMENT 2030 | $80,214,105 | 0.63% | Target Date |
| T. ROWE PRICE RETIREMENT 2035 | $11,655,888 | 0.09% | Target Date |
| T. ROWE PRICE RETIREMENT 2040 | $46,464,260 | 0.37% | Target Date |
| T. ROWE PRICE RETIREMENT 2045 | $3,702,430 | 0.03% | Target Date |
| T. ROWE PRICE RETIREMENT 2050 | $1,867,735 | 0.01% | Target Date |
| T. ROWE PRICE RETIREMENT 2055 | $2,029,282 | 0.02% | Target Date |
| **Total Balanced/Lifecycle Funds** | **$973,521,951** | 7.71% | |
| U.S. Equity Funds - Large Capitalization: | | | |
| DAVIS NEW YORK VENTURE A | $260,662,044 | 2.06% | Blend |
| HARTFORD CAPITAL APPRECIATION | $36,719,359 | 0.29% | Blend |
| VANGUARD INSTITUTIONAL INDEX FUND | $517,358,526 | 4.10% | Blend |
| FIDELITY MAGELLAN | $340,754,383 | 2.70% | Growth |
| FIDELITY OTC PORTFOLIO | $911,865,702 | 7.22% | Growth |
| JANUS FUND | $293,269,235 | 2.32% | Growth |
| PRINCIPAL LARGE CAP GROWTH | $6,369,726 | 0.05% | Growth |
| VANGUARD PRIMECAP | $240,727,161 | 1.91% | Growth |
| EATON VANCE LARGE CAP VALUE | $80,182,677 | 0.63% | Value |
| T ROWE PRICE EQUITY INCOME FUND | $654,306,427 | 5.18% | Value |
| U.S. Equity Funds - Mid - Capitalization: | | | |
| VANGUARD MID CAP INDEX | $67,806,872 | 0.54% | Blend |
| VANGUARD CAPITAL OPPORTUNITY | $335,023,113 | 2.65% | Growth |
| PERKINS MID CAP VALUE | $40,504,713 | 0.32% | Value |
| U.S. Equity Funds - Small Capitalization: | | | |
| VANGUARD SMALL CAP INDEX | $72,417,055 | 0.57% | Blend |
| WELLS FARGO ADVISOR SMALL CAP VALUE | $237,345,428 | 1.88% | Blend |
| COLUMBIA ACORN USA | $186,509,824 | 1.48% | Growth |
| FEDERATED CLOVER SMALL VALUE | $3,671,270 | 0.03% | Value |
| **U.S. Equity Funds - All Categories** | **$4,285,493,514** | 33.92% | |
| International Equity - Developed Markets | | | |
| INTERNATIONAL EQUITY FUND - ACTIVE | $404,344,217 | 3.20% | Core |
| INTERNATIONAL EQUITY FUND - PASSVE | $32,920,007 | 0.26% | Passive |
| International Equity - Emerging Markets: | | | |
| MSIF GLOBAL EMERGING MARKETS | $333,853,006 | 2.64% | Diversified Emerging Markets |
| **Total International Equity** | **$771,117,231** | 6.10% | |
| **Self-Directed Mutual Fund Window** | $54,871,240 | 0.43% | |
| **Loan** | $177,408,997 | 1.40% | |
| **Plan Total** | **$12,633,584,235** | **100.00%** | |

**Balances shown for the Stable Income Fund are unaudited values reported by the Administrative Service Agency. These balances will differ from those shown on Exhibit D, which contain Market Values of the Sub-Managers reported by the Stable Income Manager.**