REQUEST FOR PROPOSALS FROM FINANCIAL ORGANIZATIONS FOR THE PROVISION OF ACTIVE EMERGING MARKETS EQUITY MANAGEMENT SERVICES FOR THE DEFERRED COMPENSATION PLAN FOR EMPLOYEES OF THE STATE OF NEW YORK AND OTHER PARTICIPATING PUBLIC JURISDICTIONS ("PLAN")

June 22, 2016

Designated Contacts for this Procurement:
Mildred Viqueira, Senior Vice President, Callan Associates, Inc.
Thomas H. Shingler, Senior Vice President, Callan Associates, Inc.

All contact/inquiries shall be made by email to the following addresses:
viqueira@callan.com and shingler@callan.com

REQUESTS FOR PROPOSALS FROM FINANCIAL ORGANIZATIONS FOR THE PROVISION OF ACTIVE EMERGING MARKETS EQUITY MANAGEMENT SERVICES FOR THE DEFERRED COMPENSATION PLAN FOR EMPLOYEES OF THE STATE OF NEW YORK AND OTHER PARTICIPATING PUBLIC JURISDICTIONS ("PLAN")

I. PURPOSE

The State of New York, through the New York State Deferred Compensation Board (the "Board"), is seeking formal written proposals from Financial Organizations to provide Active Emerging Markets Equity Management Services for the New York State Deferred Compensation Plan (the "Plan").

To be eligible for selection, a "Financial Organization" must be an organization duly authorized to do business in the State of New York which is (i) registered as an investment advisor under the Investment Advisors Act of 1940, as amended; or (ii) a bank, as defined in that Act; or (iii) an insurance company qualified under the laws of more than one state to manage, acquire, or dispose of any assets of plans which meet the requirements for qualification under the Internal Revenue Code, governmental plans and eligible state deferred compensation plans.

This Request for Proposal ("RFP") is divided into six sections and three appendices. The sections include (I) Purpose, (II) Background, (III) Product Design Requirements, (IV) Timing and Procedures Governing Submission of Proposals, (V) Selection Process and (VI) Conditions. The Contract Questionnaire is found in Appendix A, a Vendor Responsibility Questionnaire is found in Appendix B, and the Application for a Competitively Bid Contract (Form ADM-28) is included as Appendix C. In addition to the six sections and the appendices, this RFP includes the following exhibits:

Exhibit A: Standard Clauses for all New York State Contracts
Exhibit B: Affirmative Action/Equal Employment Opportunity/Non-Discrimination Policy
Exhibit C: The Plan's Procurement Guidelines
Exhibit D: Plan Assets by Investment Option
Exhibit E: 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

Pursuant to the guidelines in Exhibit E, the designated contact persons for this contracting opportunity during the restricted period will be Millie Viqueira and Tom Shingler, Callan Associates, Inc.

II. BACKGROUND

The Plan is intended to satisfy the requirements for an eligible deferred compensation plan under Section 457 of the Internal Revenue Code of 1986, as amended (the "IRC") applicable to governmental employers described in Section 457(e)(1)(A) of the IRC ("Section 457 Plan"). As such, amounts of compensation deferred under the Plan, including any income attributable thereto, will not be included in the gross income of Plan participants until the taxable year or years in which such amounts are actually distributed to the participant or the participant's beneficiary. A copy of the current Plan Document, which was amended and restated on November 14, 2014, is available on the Board's Web site, www.goer.ny.gov/nysdcp. The Plan is governed by Section 457 of the IRC, Section 5 of the New York State Finance Law, Parts 9000 – 9006 of the New York State Code of Rules and Regulations (the "Rules and Regulations"), and all other applicable federal, state, and local laws and regulations.

As of March 31, 2016, total Plan assets were $18.6 billion. The funds are diversified among seven broad asset classes and include a range of categories and styles. Participants are currently given a choice of directing their contributions to any or all of the following investment options: (i) various no-load mutual funds managed by independent investment advisers and held by an independent trustee; (ii) active and passive international equity portfolios managed by several underlying independent investment advisers and held by an independent trustee; (iii) a Stable Income Fund consisting of a cash account, insurance company separate accounts and wrapped fixed-income separate accounts managed by registered investment advisers. The Plan also includes a Self-Directed Investment Account ("SDIA") through which a participant may access approximately 2000 mutual funds and ETFs beyond the Plan's core menu of investment options. Investments in the SDIA, which holds approximately 0.7% of Plan assets, are limited to 50% of a participant's account balance in the Plan. Other rules regarding the Plan's core menu of investment options as well as the SDIA may be obtained from the Plan's Web site, www.nysdcp.com. All assets of the Plan are held in trust to comply with Section 457(g) of the IRC. Please see exhibit D for a complete list of investment options.

The benefits provided to any participant under the Plan depend upon the aggregate amount deferred and the investment performance of the investment options in which such amounts are invested. Plan participants may direct their future contributions to any of the investment options which are offered, may change their investment direction as to future contributions, and, subject to certain restrictions, may transfer their accumulated contributions and earnings from one investment option to another, on a daily basis. In addition, participants may take loans from their Plan accounts.

Under the Plan, distributions are permitted on a participant's termination of employment, retirement, death, or the occurrence of an unforeseeable emergency as defined by the Plan or, in certain cases, following a participant's attainment of age 70 1/2 while still employed. The Plan also provides a loan program. In addition, distributions may be required if a participating public employer withdraws from the Plan. Participants and their beneficiaries may elect to receive distributions in lump sum payments, a fixed dollar amount payment or substantially equivalent monthly, quarterly, semi-annual, or annual installment payments over a fixed number of years. Distributions for unforeseeable emergencies are made in a single sum payment.

The following organizations currently provide administrative, trustee/custodian and Active Emerging Markets Equity investment management services to the Plan:

Administrative Service Agency: Nationwide Retirement Solutions

Custodian/Trustee: State Street Bank & Trust Company

Fund	**Participant Assets as of 3/31/16 ($)**	**Percentage of Participant Assets as of 3/31/16**
MSIF Emerging Markets Portfolio – IS Shares	$272,643,933	1.47%

The complete lineup of investment options is included in Exhibit D.

III. PRODUCT DESIGN REQUIREMENTS

The Board is seeking proposals from financial organizations to provide Active Emerging Markets Equity Management services as detailed below. The incumbent is invited to rebid.

- Active Emerging Markets Equity: Managers that hold portfolios with characteristics similar to that of the broader market as represented by the MSCI Emerging Markets Index. The managers' objective is to add value over and above the index through a combination of country, sector or issue selection without exhibiting extreme biases. Benchmarked to the MSCI Emerging Markets Index.
- The process is open to evaluating mutual funds, CIT's, or other daily valued pooled vehicles. Separate accounts will not be considered. In your response, please be clear as to which vehicle type your firm can make available, the assets

under management by each vehicle type, and the management fees associated with each.

IV. TIMING AND PROCEDURES GOVERNING SUBMISSION OF PROPOSALS

1. Calendar of Events

	Activity	Date
1.	Distribution of Request for Proposals	June 22, 2016
2.	Closing Date for Submission of Questions	July 15, 2016
3.	Publication of Responses to Questions	July 22, 2016
4.	Closing Date for Submission of Proposals	July 29, 2016
5.	Entry of product information into Callan's database	July 29, 2016
6.	Review by Consultant and Board representatives	September, 2016
7.	Notification of Finalists Selected	September, 2016
8.	Interview with Board, Board Staff, and/or Board Advisors	September, 2016
9.	Anticipated Notification of Successful Proposers	Late Sept or early Oct 2016
10.	Commencement of Contract	On or about April 1, 2017

Any questions regarding this Request For Proposals must be submitted via email, not via phone, no later than July 15, 2016, addressed to the designated contacts (Millie Viqueira at viqueira@callan.com and Tom Shingler at shingler@callan.com).

Responses to all questions will be provided on the Board's Web Site (http://www.goer.ny.gov/nysdcp/) no later than July 22 under Procurement Opportunities and Information for Vendors link; questions and answers will also be posted on Callan's website and can be accessed by clicking on the Request for Proposals icon on the home page. The firms that submitted the questions will not be identified.

B. Form and Substance of Proposals

All proposals must be in writing, must describe the scope of the services to be performed and clearly indicate all fees for the provision of services described herein. Proposals must fully disclose any sponsorship or similar arrangement. Proposals must indicate whether, over the past five years, your organization, or any officer or principal of your organization, has been involved in any business litigation or legal proceeding, including, without limitation, those matters involving the State or any agency or political subdivision thereof. If so, provide a brief explanation and indicate the current status.

All contracts with the Board are subject to the terms of the Plan and the Rules and Regulations of the Board ("the Rules and Regulations"), as both are amended from time to time, and all other applicable requirements of State law. A copy of the Rules and Regulations may be obtained from the Board's Web site, www.goer.ny.gov/nysdcp. The Board currently submits contracts to the Attorney General and Comptroller of the State of New York for review and approval. All other materials related to this RFP will be posted in the Procurement section of the Web site. The Office of the State Comptroller requires that the selected proposer(s) meet the definition of a Responsible Vendor as defined by the State (for more information see www.osc.state.ny.us/vendrep/index.htm). The Board is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. In addition, all contractors must abide by the State's affirmative action considerations and the Plan's Procurement Guidelines. Please note that all proposals must be submitted by the same legal entity that fills out the Vendor Responsibility Questionnaire and that would be the party to the contract with the Board, if selected.

The standard clauses for State contracts, Affirmative Action Guidelines and the Plan's Procurement Guidelines are attached hereto as Exhibits A, B, and C, respectively. Plan assets by Investment Option are attached hereto as Exhibit D. The 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 is attached as Exhibit E. The Vendor Responsibility Questionnaire, Form ADM-288, is attached as Appendix B.

To receive consideration, all proposals must include:

A Cover Letter, which much be signed by at least one individual who is authorized to bind the respondent contractually. The cover letter must include: the respondent's name, address, telephone number, and email address; a statement to the effect that the Proposal is an irrevocable offer; and a representation that the proposal complies with all requirements of the Rules and Regulations.

An **Executive Summary** of not more than 3 pages in length that summarizes the contents of the Proposal.

In addition, all proposals must include fully completed:
a) **Appendix A:** Manager Questionnaire;
b) **Appendix B:** Vendor Responsibility Questionnaire;
c) Appendix C: Application for a Competitively Bid Contract (ADM 28) attached hereto and must conform to the specifications set forth in this RFP.

Neither the Board nor the State will be liable for any costs of work performed in the preparation and production of a proposal or for any work performed prior to the execution of an effective contract. By submitting a proposal, each proposer agrees not to make any claims for or to have any right to damages because of any misunderstanding or misinterpretation of the specifications, because of any misinformation or lack of information or because such proposer is not selected to provide the services proposed.

To receive consideration, **2 (two) proposals must be sent via hard copy to the Board office** and an electronic copy **via email to Callan Associates by 5 PM EST on July 29, 2016.**

Board office overnight address:

New York State Deferred Board
Room 124, Empire State Plaza Concourse – North
Albany, NY 12223
Attn: Sharon Lukacs

For Callan RFP submission, please use the following Callan email address: newyorkstatedcboard@callan.com

All respondents must also enter their firm and product information into the Callan database in order to be considered for this RFP. Callan will review the database as part of the evaluation process. Information on requirements for entering information into the database can be found at: https://www.callan.com/questionnaire/

1. All candidates **must** ensure that they completely identify the firm and product information in the above database. Additionally, candidates must ensure that the information is current and accurate as of June 30, 2016.

2. Candidates with multiple eligible products must provide database entries for each product.

3. There is no fee for entering information into the database.

If you have questions regarding submitting data into Callan's database, please contact Kyle Fekete (fekete@callan.com).

Any proposer that receives a copy of this RFP, but who declines to make a proposal, is requested to send a formal "Decline to Make a Proposal" letter to newyorkstatedcboard@callan.com.

C. Award or Rejection

All qualified proposals will be evaluated and awards will be made to the financial organizations whose proposals represent the best value to the Plan and whose proposals are determined to be in the best interest of the Plan's participants.

The evaluation of proposals will be made by the Board based on information supplied in the financial organization's proposal including, without limitation, the provision of references by the proposer and verification thereof and such other available information which the Board determines advisable to consult. Callan Associates will be the independent consultant to the Board in the selection process.

V. SELECTION PROCESS

A. General Evaluation Criteria

In selecting a financial organization in response to the RFP, the Board will use criteria that comply with the requirements of the Rules and Regulations including sections 9002.2 and 9003.3 thereof. Examples of information that will be evaluated to rank proposals against these criteria are as follows:

(i) The qualification of the organization as evidenced by the experience, reputation, and clients over a substantial period of time:
   a. Total value of assets for which the organization provides comparable services.
   b. Client retention statistics and quality of client references (if contacted).
   c. Independence and freedom from conflicts of interest.

(ii) The ability of the organization to meet its contractual obligations and to provide the services set forth herein:
   a. Stability of the firm as measured by its organizational structure and financial condition.
   b. Organization's ability to provide the product described in Section III, Product Design Requirements.

(iii) The organization's experience with plans that meet the requirement for qualification under the Code, including eligible state Section 457 Plans:

a. Experience providing services to 457, 401 (k), and 403 (b) plans.
b. Number of plans serviced by size and type and categories of services provided.

(iv) The organization's ability to interface with financial organizations with which the Board might have contact, in particular: Nationwide, State Street Bank, Callan Associates and NSCC.

(v) The overall cost efficiency of the proposal:

a. Fee structure.
b. Supplemental costs involved.

(vi) The overall quality and scope of the services to be provided.

(vii) Minimum Requirements

a. The proposing Active Emerging Markets Equity strategy must have a minimum of $3.0 billion in product assets under management as of June 30, 2016. Note that NYSDC seeks to have its participants' assets represent no more than 10% of a product's assets and 25% of a vehicle's assets, though these constraints are non-binding.

b. The proposing firm must possess a strategy track record of at least five (5) years as of June 30, 2016, (preferably longer) to demonstrate performance over a full market cycle. Simulated track records will not be accepted.

c. Portfolios should be fully invested with a maximum of 10% cash, with a preference for 5% or lower.

d. The proposed pooled vehicle must have daily liquidity and daily valuation.

e. It is preferable that the proposed vehicle have a zero revenue share class and no load or redemption fees.

f. At least one of the individuals who will be a proposed portfolio manager must possess a minimum of five (5) years of experience providing similar services.

g. Proposing firms must attest in writing that neither the firm nor its key professionals will encounter a conflict of interest in providing the services requested.

h. Proposing firm and its personnel have all authorizations, permits, licenses, and certifications as may be required under federal, state, or local law to perform the services specified in this RFP at the time it submits a response to the RFP.

i. Proposing firm will carry errors and omissions insurance or comparable instrument to cover negligent acts or omissions.

B. Review by Investment Consultant, Board, or Board Staff

Based on the criteria described above, Callan Associates and Board staff will review and screen all bids and recommend finalists to the Board. All finalists will receive notice of their selection.

C. Presentations to Board

The Board, Board Staff, and/or Board advisors will conduct interviews of selected finalists at a future date to be determined, likely in September 2016.

D. Notification of Selected Financial Organizations

It is anticipated that the selected financial organizations will be notified by the Board in late September/early October 2016.

E. Commencement of Contract

Contract term with the selected financial organization will begin no earlier than April 1, 2017 or on such later date as may be specified by the Board.

F. Terms of Contract

The Board expects to enter into a contractual arrangement of up to ten years as permitted by the Rules and Regulations of the Board.

G. Contract Terms and Conditions

The written contract with the awarded financial organization shall be a standard State contract and shall include, without amendment, the "Standard Clauses for New York State Contracts" (Exhibit A).

If awarded a contract, the financial organization will be required to submit certain forms and comply with the following information:

Vendor Responsibility:

The Board is required to conduct a review of a proposer to provide reasonable assurances that the vendor is responsible. Each proposer is required to complete a Vendor Responsibility Questionnaire, Form ADM-288 (see attached Appendix B). Such questionnaire requires a certification by the contractor certifying to the accuracy of the information provided therein. Please note that all proposals must be submitted by the same legal entity that fills out the Vendor Responsibility Questionnaire and that would be the party to the contract with the Board, if selected.

The Board or designated Board staff will make a finding of responsibility or non-responsibility, considering any information that comes to its attention concerning the contractor's responsibility. The Board or designated Board staff will contact the contractor should potentially negative information come to their attention in the proposal. If the Board finds a contractor to be non-responsible, a written notice will be provided detailing the reason(s) for the preliminary determination and an opportunity to be heard before the determination is finalized.

A contractor is required to update their responsibility determination if a material event occurs during the contract term requiring an amendment.

Tax Certification:

State Tax Law Section 5-a requires that certain contractors with the Board must certify whether or not the contractor, its affiliates, its subcontractors and affiliates of the subcontractors are required to register to collect State sales and compensating use tax. If selected, the contractor must also certify that it is so registered with the State Department of Taxation and Finance ("DTF").

The selected proposer(s) will be required to complete and sign, under penalty of perjury the Contractor Certification Form ST-220-TD and submit a copy to the DTF and the Contractor Certification to Covered Agency Form ST-220-CA and submit a copy to the Board. More information regarding this requirement and copies of the required forms are available online at the Board's Web site, www.goer.ny.gov/nysdcp (under the Procurement Opportunities and Information for Vendors link). These completed forms do not need to be included in the RFP response.

Equal Employment Opportunity:

All proposers must submit an "Equal Employment Opportunity (EEO) Policy Statement" on their letterhead and signed by an official of the Organization. The "EEO Policy Statement" must be submitted before a contract can be awarded.

Non-Discrimination/Americans with Disabilities Act (ADA):

The Plan does not discriminate on the basis of race, color, national origin, sex, religion, age, disability, or sexual orientation in the admission to, access to, or employment in its program or activities. A reasonable accommodation will be provided on request. Any product(s) developed as a result of this RFP must be in a format that can be converted for use by individuals with disabilities to meet the reasonable accommodation standards established by the Americans with Disabilities Act.

Electronic Files or Data:

If electronic files are to be exchanged as a part of this proposal or as a product of the contract, they must conform to the requirements of the Plan and the selected manager will be required to comply with the Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

Conflict of Interest:

Proposers may be requested to provide evidence that the award of the contract from this Request for Proposals will not result in a conflict of interest with regard either to other work performed by the contractor, or to potential conflict of interest among specific contractor staff or subcontractors.

Indemnification:

No proposer will be entitled to include a provision in the contract providing indemnification rights to the proposer.

Publicity:

Publicity includes, but is not limited to, news conferences, news releases, advertising, brochures, reports, and/or presentations at conferences or meetings. The inclusion of materials, the name of the Plan, or other such reference to the Plan or the Board in any document or forum is considered publicity. News releases or any other public announcements regarding work to be performed under the contract may not be released without prior written approval from the Board.

Freedom of Information Law and Proposer's Proposals:

The purpose of the State's Freedom of Information Law ("FOIL"), which is contained in Public Officers Law Sections (POL) 84-90, is to promote the public's right to know the process of governmental decision making and to grant maximum public access to governmental records. Thus, a member of the public may submit a FOIL request for contracts awarded by the Board or for the proposals submitted to the Board in response to a Request for Proposal. After formal contract approval by the State Comptroller's Office, the proposal of the successful proposer and the proposals of the non-successful proposers are subject to disclosure under FOIL.

Pursuant to Section 87(2)(d) of Public Officers Law, the Board may deny access to those portions of proposals or portions of a successful proposer's contract which are trade secrets or submitted to the Board by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise. Please note that information, which you may claim as proprietary, copyrighted, or rights reserved is not protected from disclosure under FOIL.

If there is information in your proposal that meets the definition set forth in Section 87(2)(d) of the Public Officers Law, you must so inform the Board in a letter accompanying your proposal. This letter must contain the following information:

1. Identification by page, line, or other appropriate designation of that specific portion of the proposal which contains the information; **and**

2. A detailed justification of why disclosure of such information to the public under FOIL would cause substantial injury to your competitive position. Please note that the courts have ruled that a mere conclusory statement that certain information is a trade secret and that disclosure would cause injury to your competitive position is **insufficient** to protect it from disclosure under FOIL.

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

It is your responsibility to contact an attorney with any questions about the FOIL.

Relationship Between the Board and Contractor:

The relationship of the selected financial organization to the Board shall be that of an independent contractor. In accordance with such status as an independent contractor, the contractor covenants and agrees to act consistent with such status: to neither hold itself out as, nor claim to be, an officer or employee of the Plan or the State by reason hereof; and not to, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Plan, including but not limited to workers' compensation coverage, unemployment benefits, social security coverage, or retirement membership credit.

Information Security:

Any selected contractor is required to 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). A contractor shall be liable for the cost associated with such

breach if caused by Contractor's negligent or willful acts or omissions of the Contractor's agents, officers, employees, or subcontractors.

Contract Termination Provision:

The Board reserves the right to terminate any contract resulting from this RFP in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law Sections 139-j and 139-k was intentionally false or intentionally incomplete.

If a contractor fails to make the certifications required by Section 5-a of the New York State Tax Law, the contract cannot take effect. If during the term of the contract, the Tax Department or the covered agency discovers that a certification was false, then such false certification may subject the contractor to civil or criminal sanctions, and a finding of non-responsibility for future procurements. Under certain circumstances, the statute provides that the contract shall be subject to termination if the covered agency determines that termination of the contract is in the best interest of New York State.

Assurances:

The proposer warrants that it has carefully reviewed the needs of the Board as described in the RFP, its attachments and other communications related to the RFP, and that it has familiarized itself with the specifications and requirements of the RFP and warrants that it can provide such services as represented in proposer's proposal. The proposer acknowledges and agrees that this RFP is subject to all applicable federal, state, and local laws, regulations, and policies, and the omission of or failure to reference any such law, regulation, or policy in this RFP shall not be construed as a waiver of any requirement or obligation imposed by such law, regulation, or policy. The proposer agrees that it will perform all of its obligations in the resultant contract in accordance with all applicable federal, State, and local laws, regulations and policies. The proposer affirms that the terms of the RFP and the attachments do not violate any contracts or agreements to which it is a party, and that its other contractual obligations will not adversely influence its capabilities to perform under the contract. Proposers may be requested to provide evidence that the award of the contract from this RFP will not result in a conflict of interest with regard either to other work performed by the contractor, or to potential conflict of interest among specific contractor staff or subcontractors.

Cancellation for Convenience:

The Board retains the right to cancel the contract without reason and without penalty, provided that the Contractor is given at least twenty days written notice of its intent to cancel. This provision should not be understood as waiving the Board's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.

Force Majeure:

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosion, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Board in the performance of the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented. Contractor shall provide the Board with written notice of any force majeure occurrence as soon as the delay is known.

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

Rights Reserved:

In order to serve the best interests of the Plan and its participants, the Board reserves the right to:

1. Postpone or cancel this Request for Proposals upon notification to all proposers.
2. Amend the specifications after their release with appropriate notice to all proposers.
3. Request proposers to present supplemental information clarifying their proposal, either in writing or in formal presentation.
4. Waive or modify minor irregularities in proposals received after prior notification to the proposer.
5. Reject any and all proposals received in response to this Request for Proposals.
6. Negotiate with the next highest rated proposer if negotiating a contract with the selected proposer(s) cannot be accomplished within an acceptable time frame. No proposer will have any rights against the Board or the Plan arising from such negotiations.
7. Make any payment contingent upon the submission of specific deliverables.
8. The Board reserves the right to ask for a “best and final” fee proposal prior to vendor selection.

VI. CONDITIONS

Responding financial organizations are advised to become familiar with all conditions, instructions, and specifications governing this Request for Proposals, as well as the Rules and Regulations and the terms and provisions of the Plan (all of the foregoing hereinafter referred to

as the “Conditions”). The Conditions shall be incorporated by reference into the final contract. Once a proposal has been accepted, (i) the selected financial organization shall not refuse to enter into a contract where such refusal is based on an objection to any of the Conditions and (ii) the selected financial organization shall not be entitled to additional compensation, or to alter the terms of its proposal as a result of an objection to any of the Conditions. Responding financial organizations are further advised that the Board may refuse to accept any proposal not accompanied by a representation that the selected financial organization (i) will provide to the Board’s legal counsel within seven days of selection a contract complying with all terms required by this Request for Proposals; and (ii) will make available all resources necessary to ensure that an agreement acceptable to the Board is negotiated within thirty days of selection, or such other shorter period as the Board may announce prior to selection. The Board reserves the right, to the extent permitted by law, to make all final determinations about whether a financial organization has adequately satisfied the Conditions. The Board shall not be deemed to have waived any requirement set forth in this RFP unless the Board agrees to such a waiver in writing.

APPENDIX A: QUESTIONNAIRE

FIRM HISTORY

1. Firm Name (Legal name of the contracting entity): _____

   Address: _____

   _____

   _____

   Telephone: _____

   Contact(s)/Title: _____

   Email address: _____

2. History & Background

   A. Year Founded: _____

   B. Number and Location of Offices:

   _____

3. Please describe the organizational structure of your company, including the parent company, any holding company and subsidiaries and affiliates.

4. Do you anticipate any near term change in your company's ownership or other significant change in your company? If yes, please explain.

5. Discuss any material changes to your organization, including any personnel changes over the last three years.

6. Over the past five years has your company, or any officer or principal, been involved in any business litigation or legal proceedings, including, without limitation, those involving the State

or any agency or political subdivision thereof? If yes, provide a brief explanation and indicate current status.

7. Discuss the results of any regulatory examination (such as by the SEC) and any material issues raised by your independent auditors in the past three years.

8. Describe your organization's commitment to diversity and any initiatives or organizations that are supported. Provide a breakdown of your organization's senior management team and investment professionals in the table below, as of June 30, 2016 (these classifications apply to U.S.-based firms):

Diversity Profile	# Employees
African American	
American Indian & Alaskan Native	
Asian	
Hispanic or Latino	
Native Hawaiian & Pacific Islander	
Two or More Races	
White	
Total	

Gender

Male	Female

9. Discuss briefly your firm's disaster recovery plan. When was the plan last updated?

10. Describe the firm's compliance structure and policies. What systems are used to monitor compliance?

11. Provide the date when your organization became duly authorized to do business in the State of New York. If you are not currently authorized, provide the date which you anticipate being duly authorized.

12. Provide information on your insurance coverage and bonding:

Type of Policy/Bond	**$ Amount Per _____ (Indicate)**
Fiduciary liability	
Errors and omissions	

Other (describe)	

ASSETS UNDER MANAGEMENT

1. Please provide the following information as of June 30, 2016, December 31, 2015, and December 31, 2014 and December 31, 2013:
   A. Total firm-wide assets under management.

   B. Total subject product assets under management.

   C. Total assets in subject product broken out by vehicle type (e.g., commingled fund, mutual fund, other).

2. What is your stated target capacity for the proposed strategy? How did you arrive at this asset figure? When was the target last reviewed?

3. Has this strategy ever been closed to new or current investors? If the capacity target is reached, will you continue to accept additional inflows from existing clients?

EXPERIENCE

1. Portfolio Management

   A. Please provide an organizational chart as well as biographies and current functional roles of key personnel who would be assigned to this account. Please describe who the key decision-makers are on the strategy as part of your response.

   B. Complete the following chart:

	Firm Total	Product/Strategy
Total Full-time Employees		
Portfolio Managers		
Research/Credit Analysts		
Client Service		
Other		
TOTAL		

   C. Where is the investment team located?

D. How is the investment research team structured (global sector/industry, country/region, life-cycle)?

E. List the key employees added/lost over the last five years, by name and title. Please include all employees who would have an impact on the product/strategy.

	# Added	# Lost
2015		
2014		
2013		
2012		
2011		

F. Provide the date when the CURRENT investment management team took over portfolio management duties. For instance, if the team came from another firm and took over the strategy from a prior team, please specify when that happened.

G. Discuss the career and succession plans for key investment personnel, along with any already established timelines.

H. Are personnel managing this product personally invested in the strategy? If so, please describe the dollar amount and/or percent of net worth invested and whether investment in the strategy is required.

2. Clients

A. Please list the number of clients and the amount of assets for which your firm has provided product/strategy management services for each of the past five years as described in Section III, of the RFP, entitled 'Product Design Requirements'.

As of (Date)	**Number of Clients**	**Total Market Value of Assets**
December 31, 2015		
December 31, 2014		
December 31, 2013		
December 31, 2012		
December 31, 2011		

B. Please list your three largest Section 457 Plan accounts by amount of assets for this product/strategy.

Client	**Assets ($ Mil.)**
1.	
2.	
3.	

C. Please list your largest defined contribution plan accounts, other than Section 457 Plan accounts, by amount of assets for which product/strategy management services are provided by your firm.

Client	**Assets ($ Mil.)**
1.	
2.	
3.	

ACTIVE EMERGING MARKETS EQUITY PRODUCT INFORMATION

PLEASE ANSWER THE FOLLOWING QUESTIONS AS THEY PERTAIN TO THE PROPOSED PRODUCT COMPOSITE, UNLESS OTHERWISE NOTED IN THE QUESTION. THIS INFORMATION IS INTENDED TO SUPPLEMENT INFORMATION COLLECTED IN CALLAN'S MANAGER QUESTIONNAIRE. WE WILL ALSO BE UTILIZING THE CALLAN DATABASE TO REVIEW RETURN AND PORTFOLIO HOLDINGS INFORMATION.

1. Indicate the full name of the product that your firm is proposing and indicate if the product composite uses a different name in the Callan database:

2. Complete the diversity and gender profiles of the team responsible for the management of this product/strategy as of June 30, 2016. These classifications apply to U.S.-based firms.

Diversity Profile	# Employees
African American	
American Indian & Alaskan Native	
Asian	
Hispanic or Latino	

Native Hawaiian & Pacific Islander	
Two or More Races	
White	
Total	

Gender

Male	Female

3. Provide the following information regarding product/strategy client gains and losses for the past five calendar years.

	$ Assets Gained	# Accounts Gained	$ Assets Lost	# Accounts Lost
2015				
2014				
2013				
2012				
2011				

4. Provide a current list of the firm's five largest product/strategy clients, including name, contact, telephone number, asset values, length of relationship, and the services provided. After informing you of our intentions, the Board may contact any of these clients as references.

5. Please describe your investment philosophy and research process.

6. What is your long-term total return objective for this strategy?

7. What is the target benchmark for this strategy?

8. Does the stated target benchmark influence portfolio construction? Do you have a targeted or expected tracking error?

9. Describe the performance expectations for the strategy. What has been the historical upside/downside capture ratio and when do you expect the portfolio to out/under perform?

10. Discuss the main reasons for your under/out performance against the benchmark for each of the past five (5) calendar years (2011-2015)?

11. Please provide a summary of your buy and sell criteria.

12. Who has the final say for portfolio buy/sell decisions?

13. Do you visit companies/security issuers in whom you invest? If yes, what benefits do you gain from company visits?

14. What is your universe of investable securities?

15. Please describe your portfolio construction process. What limits exist with regards to over/underweights (security, sector, industry or country) relative to the stated benchmark?

16. How is country or regional allocation determined?

17. How is currency considered in your investment process? Do you hedge or actively manage currencies, and if so, describe?

18. What is the historical range of portfolio holdings?

19. What is the maximum position size an individual security can represent in the portfolio?

20. What is the stated maximum cash position this strategy/vehicle can hold? What is the highest cash position the proposed strategy held over the past five years? Please list the average cash percentage for the past three calendar years. (2013-2015)

21. Are there circumstances where the portfolio would hold more than 10% cash? If so, please explain.

22. Please list the annual portfolio turnover for the past three calendar years (2013-2015). Would you expect future portfolio turnover to be in-line with past results?

23. Briefly describe your trading process. How do you ensure best execution? How are trades allocated?

24. Describe your firm's approach to risk management.

25. If you currently manage multiple vehicles for this strategy, please describe any differences between the mutual fund, commingled fund, or separate accounts.

26. Do any of the proposed vehicles participate in securities lending? If so, please detail.

27. Does the proposed vehicle (or proposed vehicles) have all countries in the MSCI Emerging Market Index open for investment?

28. Are there any EM countries that you do not invest in?

29. Does the strategy invest in out-of-benchmark companies (developed, frontier, small cap)? If so, describe such investments, including policy limits.

30. Does the strategy utilize any of the following instruments: derivatives, ADR's, Fixed Income and/or IPO's? If yes, please detail the use and rules regarding these instruments.

31. What distinguishes your team from the competition? What are your competitive advantages?

32. Describe the compensation structure for the investment professionals that are involved with the proposed strategy.

33. Please provide a brief description of any other material information about your firm that we should be aware of in considering your response to this RFP.

FEES

1. Please provide your standard fee proposal for the product and vehicle being proposed. If you are proposing a mutual fund or CIT, provide all relevant information regarding administrative expenses and liquidity terms. Assume that the contract period will be in effect for a maximum of ten years. Assets will be mapped to the selected candidate from the incumbent if there is a replacement. If multiple vehicles are available to NYSDCP, please detail the fee schedule for each; whether or not there are other administrative expenses associated with the vehicle; any revenue sharing or loads; and if the fee is contingent on the level of assets mapped into the option.

APPENDIX B: 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: a) FEIN #: 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: ☐ Owned ☐ Rented If rented, please provide landlord's name, address, and telephone number below:	13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE: Name: Title: Telephone Number: Fax Number: 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*:** 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.)		

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): ☐ Minority Business Enterprise (MBE) ☐ Women's Business Enterprise (WBE) ☐ Disadvantaged Business Enterprise (DBE)? **Please provide a copy of any of the above certifications that apply.**	☐ Yes ☐ No
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? **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? **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? **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? **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? **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 • the vendor; • any individuals serving in managerial or consulting capacity; • owners; • officers; • major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies); • affiliate[1] • or any person involved in the bidding or contracting process:	

[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.

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
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? **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.**	☐ Yes ☐ No
25. Is the vendor exempt from income taxes under the Internal Revenue Code? **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: a) file returns or pay any applicable federal, state, or city taxes? **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.** b) file returns or pay New York State unemployment insurance? **Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.**	 ☐ Yes ☐ No ☐ 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? **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? **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? **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: a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; b) received an overall unsatisfactory performance assessment form any government agency on any contract; or c) had any liens or claims over $25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days? **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.**	 ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No

APPENDIX B: 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

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.

Appendix C

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 **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 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:

David E. Fischer, Executive Director

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 A

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

January 2014

TABLE OF CONTENTS

		Page
1.	Executory Clause	3
2.	Non-Assignment Clause	3
3.	Comptroller's Approval	3
4.	Workers' Compensation Benefits	3
5.	Non-Discrimination Requirements	3
6.	Wage and Hours Provisions	3
7.	Non-Collusive Bidding Certification	4
8.	International Boycott Prohibition	4
9.	Set-Off Rights	4
10.	Records	4
11.	Identifying Information and Privacy Notification	4
12.	Equal Employment Opportunities For Minorities and Women	4-5
13.	Conflicting Terms	5
14.	Governing Law	5
15.	Late Payment	5
16.	No Arbitration	5
17.	Service of Process	5
18.	Prohibition on Purchase of Tropical Hardwoods	5-6
19.	MacBride Fair Employment Principles	6
20.	Omnibus Procurement Act of 1992	6
21.	Reciprocity and Sanctions Provisions	6
22.	Compliance with New York State Information Security Breach and Notification Act	6
23.	Compliance with Consultant Disclosure Law	6
24.	Procurement Lobbying	7
25.	Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26.	Iran Divestment Act	7

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). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 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. <u>CONFLICTING TERMS</u>. 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. <u>GOVERNING LAW</u>. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. <u>LATE PAYMENT</u>. 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. <u>NO ARBITRATION</u>. 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. <u>SERVICE OF PROCESS</u>. 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. <u>PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS</u>. 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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

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.

26. **IRAN DIVESTMENT ACT**. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

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

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

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

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.

(Under Review) Revision to existing subparagraph (2) to Part 542.1(d) of Article 15-A of the New York State Executive Law, (page 13 of the EEO regulations) states that all contractors doing business with the State of New York must submit an Equal Employment Opportunity Policy Statement which includes at a minimum, but is not necessarily limited to, the following actions identified in Part 542.1c(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 – Asset Distribution Across Investment Managers

Data as of December 31st, 2015*

Fund Name	Assets as of Report Date	Participants per Fund
Balanced Funds		
Pax World Balanced Institutional	$84,964,189.77	8,536
Vanguard Wellington Admiral	$1,024,127,324.08	44,737
Target Date Funds		
T Rowe Price Retirement 2010	$66,507,741.09	3,648
T Rowe Price Retirement 2015	$95,628,976.07	3,008
T Rowe Price Retirement 2020	$313,311,370.06	11,568
T Rowe Price Retirement 2025	$162,801,190.71	7,355
T Rowe Price Retirement 2030	$244,919,137.53	12,917
T Rowe Price Retirement 2035	$94,314,205.07	8,121
T Rowe Price Retirement 2040	$142,655,863.48	12,325
T Rowe Price Retirement 2045	$36,525,789.16	5,005
T Rowe Price Retirement 2050	$20,044,509.31	3,160
T Rowe Price Retirement 2055	$17,603,939.04	2,582
Large Cap Equity		
Davis NY Venture A	$380,624,823.34	25,677
Hartford Capital Appreciation HLS IA	$114,983,269.02	10,749
Vanguard Institutional Index Institutional Plus	$1,396,918,177.56	53,919
Fidelity OTC	$1,946,196,278.27	66,190
Principal Large Cap Growth Institutional	$387,409,654.30	28,316
Vanguard Prime Cap Admiral	$654,596,565.78	32,054
T Rowe Price Equity Income	$984,537,853.01	49,874
Mid Cap Equity		
Vanguard Mid Cap Index Institutional Plus	$348,393,195.28	28,016
Vanguard Capital Opportunity Admiral	$845,869,817.09	48,183
Small Cap Equity		
Vanguard Small Cap Index Institutional Plus	$290,435,487.59	24,037
Wells Fargo Advanced Small Cap Value Institutional	$220,016,466.99	28,344
Columbia Acorn USA Z	$261,836,411.77	24,061
Federated Clover Small Cap Value Institutional	$18,362,803.71	3,367
International Equity - Active		
International Equity Fund - Active	$525,455,893.29	48,789

International Equity - Passive		
International Equity Fund - Index	$100,926,894.46	13,736
Emerging Markets		
MSIF Emerging Market Equity I	$263,176,331.09	34,410
Fixed Income		
Stable Income Fund	$6,493,963,333.23	135,308
Federated Total Return Government Bond Institutional	$194,126,091.72	20,079
Vanguard Total Bond Market Index Institutional Plus	$507,886,894.17	35,608
Schwab PCRA	$123,323,641.92	1,770
Loans	$244,500,176.71	25,175
Total Fund	**$18,606,944,295.67**	**860,624**

*Market Value and Participant Counts provided by NRS

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

Revised 5/2011

I. Overview

Chapter 1 of the Laws of 2005 (the "Law"), which amended the Legislative Law (the "Lobbying Act") and the State Finance Law, was enacted on August 23, 2005 by Governor George E. Pataki. The Law regulates attempts to influence state and local Governmental Entity procurement contracts in order to increase transparency and accountability in New York State's procurement process. The Law was subsequently modified in 2005, 2006, 2007, 2009 and 2010.

Generally, the Law:

- Makes the lobbying law applicable to attempts to influence procurements and 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 so that the public knows who is contacting governmental entities about procurements;
- Requires governmental entities to designate the persons who may be contacted relative to the governmental procurement by that entity in a restricted period;
- Authorizes the New York State Commission on Public Integrity (f/n/a the Temporary State Commission on Lobbying) (the "Commission") 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 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.

Primarily, the Law regulates two related aspects of procurements: (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")

In general, 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 agency and an Offerer are restricted at the point in time when the agency 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. Contacts between Offerers and the agency prior to the Restricted Period of procurement are acceptable. Therefore, communications between Offerers and the agency during the preparation of specifications, bid documents, RFPs, IFBs, are not governed by State Finance Law Sections139-j and 139-k. Communications at this stage, however, are governed by the provisions set forth in State Finance Law Sections 163 and 163-a and other applicable law, including registration and reporting requirements of the Lobbying Act.

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

The Law and this policy apply to sole source and single source contracts, in addition to competitive procurements. Amendments authorized 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 opportunity or contract. This period ends with the final procurement decision or contract award and, if applicable, 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 written bid, proposal or response to a solicitation intending to result in a procurement contract;
- Submission of written questions by a method set forth in the solicitation when all written questions and responses are to be provided to all Offerers who have expressed an interest in the solicitation;
- Participation in a conference, demonstration or other means for exchange of information in a setting open to all potential bidders provided for in the solicitation;
- Complaints by an Offerer to office of general counsel of the procuring agency where the designated person for the procurement contract of the agency fails to respond in a timely matter, provided that such written complaints become part of the procurement record;
- Negotiations with the agency after a tentative award;
- Debriefings about a procurement contract award;
- Protests, appeals or other review proceedings to the agency conducting the Governmental Procurement seeking a final administrative determination or in a subsequent judicial proceeding;
- Complaints of alleged improper conduct in a Governmental Procurement to the attorney general, inspector general, district attorney or court of competent jurisdiction;
- Protests, appeals or complaints to the state comptroller during the process of contract approval provided that the state comptroller makes a record of such communications and any responses thereto to keep in the procurement record;

- Communications between Offerers and Governmental Entities that solely address a responsibility determination of the Offerer being made by the agency;
- Communications relating to a Governmental Procurement made by certain preferred source providers except for communications which attempt to influence the issuance or terms of the specifications that serve as the basis for bid documents, requests for proposals, invitations for bids, or solicitations of proposals, or any other method for soliciting a response from Offerers intending to result in a procurement contract with a Governmental Entity; and
- Communications from the agency exercising an oversight role in a Governmental Procurement with Offerers regarding the status of the review, oversight or approval of that Governmental Procurement.

Impermissible contact with the agency occurs when the Offerer contacts a person in the agency who is not the designated contact person for the procurement in an attempt to influence a 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 agency that a reasonable person would believe is intended to influence a procurement being made by the agency.

IV. Agency Requirements

This policy has certain requirements that apply to the agency, while other requirements apply to Offerers. The agency will collect certain information about a person or organization contacting us about a procurement in an attempt to influence such procurement during the Restricted Period. In addition, the agency 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 any employee of our agency is contacted, that employee 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 agency regarding the procurement.

These records of contact will be included in the procurement record for the procurement contract using the agency's "Record of Contact" form, and must be forwarded to the Contract Manager in the agency's Administration Unit.

It is the policy of the agency 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 Section 139-j and the disclosure requirements of State Finance Law Section 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 Section139-k.

This agency 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 Section 139-j against impermissible contacts during the Restricted Period unless the agency finds that an award 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. An Article of Procurement is defined as a commodity, service, technology, public work, construction, revenue contract, purchase, sale or lease of real property or an acquisition or granting of other interest in real property, that is the subject of a Governmental Procurement.

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

Communications received by the agency 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 agency do not have to be recorded.

For purposes of this policy, the agency 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 agency's Records Retention Policy

currently six (6) years after the expiration of the related contract or final payment, whichever is later.

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 at this agency 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 agency is complete, true and accurate.

If an Offerer is found to have engaged in impermissible contacts with this agency, the Offerer will be denied a contract under this policy. However, this denial does not preclude the agency from awarding such Offerer another procurement contract if this non-responsibility determination is the first such determination against the Offeror in four years.

VI. Violations of This Policy

Alleged violations of this policy will be reviewed by the agency's Ethics Officer. The Ethics Officer shall immediately investigate the allegation and if sufficient cause exists to believe that the allegation is true, the Ethics Officer shall give the Offerer reasonable notice that the investigation is ongoing and an opportunity to be heard. The 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 agency during the review or investigation.

VII. Questions About This Policy

Questions about this policy should be directed to Sharon DiMura at 518-473-6619.