



October 4, 2016

The following documents will serve as Amendment #2 to NYSIF's Request for Proposals (RFP) for Premium Audit Services, bid number 2016-21-ADM. Material in this Amendment supersedes any contradictory material in the RFP.

- **Bidder Certifications** is hereby revised and amended. Attached is an updated Bidder Certification form that should be completed and submitted with your proposal.
- **Section 4.B. Services to be Provided** is hereby revised and amended to include additional language on Subcontracting. Attached is updated language that will serve as Section 4.B.6. of this RFP.
- **Appendix V - Vendor Assurance of No Conflict of Interest or Detrimental Effect** is hereby added as an Appendix to this RFP. Bidder should complete and submit the attached Appendix V with your proposal.

Please note that the due date for the submission of bids **remains unchanged**.

**All bids are due 10/20/16, by 2:00 p.m.(eastern).**

Sincerely,

A handwritten signature in black ink that reads "Alexandria Romano".

Alexandria Romano  
Contract Management Specialist

## BIDDER CERTIFICATIONS

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*Please initial where indicated for each item. Failure to complete and return this form will result in your bid being deemed non-responsive.*

### Certifications:

- \_\_\_\_\_ 1. The person or persons signing below is (are) duly authorized to sign the proposal and the contract, and is (are) identified on the *Title Page*.
  
- \_\_\_\_\_ 2. Bidder is willing to enter into a contractual agreement containing, at a minimum, those terms and provisions identified in this RFP. *Any exceptions to these terms and conditions must be explicitly stated in a separate section of the proposal.*
  
- \_\_\_\_\_ 3. The Bidder agrees to comply with all terms of Appendix A, Standard Clauses for All NYS Contracts.
  
- \_\_\_\_\_ 4. The Bidder is in compliance with or meets all Bidder Certification Requirements (Appendix B, clause 39).
  
- \_\_\_\_\_ 5. The fee(s) quoted in the Fee Proposal Schedule is a firm and irrevocable offer for 180 days.
  
- \_\_\_\_\_ 6. The Bidder meets or exceeds all Mandatory Bidder Qualifications and has provided evidence of such in its bid/proposal.
  
- \_\_\_\_\_ 7. The Bidder understands the work to be done, and is committed to performing the work as expeditiously as possible.

### Freedom of Information Law (FOIL):

Please indicate whether you believe that any of the information supplied herein constitutes a trade secret or that disclosure of the information would cause substantial injury to the Bidder's competitive position and should be exempt from disclosure under the Freedom of Information Law (see Appendix B, clause 15 for additional information):

No

Yes

## BIDDER CERTIFICATIONS

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**Non-collusion:**

\_\_\_\_\_ I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm:

- \_\_\_\_\_ 1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
- \_\_\_\_\_ 2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be disclosed prior to bid opening.
- \_\_\_\_\_ 3. No attempt has been made nor will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid, or other form of complementary bid.
- \_\_\_\_\_ 4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
- \_\_\_\_\_ 5. My firm has not offered nor entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
- \_\_\_\_\_ 6. My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
- \_\_\_\_\_ 7. I have made a diligent inquiry of all members, officers, employees and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

## **BIDDER CERTIFICATIONS**

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### **Conflicts of Interest:**

- \_\_\_\_\_ 1. Bidder has provided “Appendix V – Vendor Assurance of No Conflict of Interest or Detrimental Effect”, signed by an authorized executive or legal representative attesting that the Bidder’s performance of the services does not and will not create a conflict of interest with, nor position Bidder to breach any other contract currently in force with, the State of New York, and that Bidder will not act in any manner that is detrimental to any State of New York project on which Bidder is rendering services.
- \_\_\_\_\_ 2. Bidder hereby reaffirms the attestations made in its proposal and covenants, and represents that there is and shall be no actual or potential conflict of interest that could prevent Bidder’s satisfactory or ethical performance of duties required to be performed pursuant to the terms of the RFP or subsequent Contract. Bidder shall have a duty to notify NYSIF immediately of any actual or potential conflicts.
- \_\_\_\_\_ 3. In conjunction with any subcontract under this RFP or subsequent Contract, the Bidder shall obtain and deliver to NYSIF, prior to entering into a subcontract, an “Appendix V- Vendor Assurance of No Conflict of Interest or Detrimental Effect”, signed by an authorized executive or legal representative of the subcontractor. Bidder shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to NYSIF a signed and completed Appendix V for each of its subcontractors prior to entering into a subcontract.
- \_\_\_\_\_ 4. NYSIF and Bidder recognize that conflicts may occur in the future because the Bidder may have existing, or may establish new relationships. The NYSIF will review the nature of any relationships and reserves the right to terminate any contract for any reason, or for cause, if, in the judgement of NYSIF, a real or potential conflict of interest cannot be cured.
- \_\_\_\_\_ 5. Bidder must disclose any existing or contemplated relationship with any other person or entity, including relationships with any of its members, shareholders of 5% or more, parents, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the NYSIF, in connection with your rendering services enumerated in this RFP. If a conflict does or might exist, please describe how your firm would eliminate or prevent it. Indicate in the bid what procedures will be followed to detect, notify the NYSIF of, and resolve such conflicts.
- \_\_\_\_\_ 6. Bidder must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, “Commission”) and, if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

## **BIDDER CERTIFICATIONS**

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### **Public Officers Law:**

- \_\_\_\_\_ 1. As, as a general rule and in accordance with New York Public Officers law, former employees of NYSIF may neither appear nor practice before NYSIF, nor receive compensation for services rendered on a matter before NYSIF, for a period of two years following their separation from NYSIF. In addition, former NYSIF are subject to a “lifetime bar” from appearing before NYSIF receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with NYSIF.
  
- \_\_\_\_\_ 2. Bidder and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law; other laws applicable to the service of State employees; and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the “Ethics Requirements”). Bidder certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this RFP or subsequent contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by Bidder or is Subcontractors and who is disqualified from providing services under the RFP or subsequent contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from a Contract. Bidder shall identify and provide the State with notice of those employees of Bidder and its Subcontractors who are former employees of the State that will be assigned to perform services under this RFP or subsequent Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that Bidder provide it with whatever information that State deems appropriate about each such person’s engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be conflict with any of the Ethics Requirements. The State shall have the right to terminate the Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

### **Subcontracting:**

- \_\_\_\_\_ 1. Bidder agrees not to subcontract any of its services, unless, as indicated in its proposal, without the prior written approval of NYSIF.

# BIDDER CERTIFICATIONS

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**Signature**

**Typed Name**

\_\_\_\_\_  
**Company Position**

\_\_\_\_\_  
**Company Name**

**Date Signed**

**Sworn to before me this**

\_\_\_\_\_ **Day of** \_\_\_\_\_, 20\_\_

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

## AMENDMENT 2

### ADDITIONAL LANGUAGE ADDED TO SECTION 4.B. SERVICES TO BE PROVIDED

#### 6. SUBCONTRACTING

- a. If NYSIF allows subcontracting, the Bidder must adhere to the following provisions during the contract term:
- CONTRACTOR may arrange for a portion/s of its responsibilities under a Contract to be subcontracted to qualified, responsible subcontractors, subject to approval of NYSIF. If CONTRACTOR determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this Agreement must be fully explained by CONTRACTOR to NYSIF. As part of this explanation, the subcontractor must submit to NYSIF a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form (Appendix V), as required by the CONTRACTOR prior to execution of a Contract.
  - CONTRACTOR retains ultimate responsibility for all services performed under a Contract.
  - All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of the Contract including, but not limited to, the body of the Contract, Appendix A – Standard Clauses for New York State Contracts and the CONTRACTOR’s Services to be Provided specified in Section 4.B. of the RFP. Unless waived in writing by NYSIF, all subcontracts between the CONTRACTOR and subcontractors shall expressly name the State, through NYSIF, as the sole intended third party beneficiary of such subcontract. NYSIF reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make NYSIF or the State a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against NYSIF.
  - NYSIF reserves the right, at any time during the term of the Contract, to verify that the written subcontract between CONTRACTOR and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in the Contract.
  - CONTRACTOR shall give NYSIF immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the CONTRACTOR’s duties under the Contract. Any subcontract shall not relieve CONTRACTOR in any way of any responsibility, duty and/or obligation of the Contract.
  - If at any time during performance under the Contract total compensation to a subcontractor exceeds or is expected to exceed \$100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

## APPENDIX V

### **Vendor Assurance of No Conflict of Interest or Detrimental Effect**

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

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

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Contract;
5. During the negotiation this Contract, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this Contract, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment,



## APPENDIX V

hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

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

Name, Title:

Signature:

Date:

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