New York Department of State, Division of Consumer Protection,
Utility Intervention Unit
REQUEST FOR QUOTATION (RFQ) #26-UIU-25

Consultant Services: Consulting Services for KEDLI 2026 Rate Case

Focus Area: Financial and Accounting Matters

Key Dates:

Release Date:	**April 9, 2026**
Questions Due:	**April 16, 2026**
Questions & Answers Posted:	~~**April 23, 2026**~~ **April 24, 2026**
Bids Due:	~~**April 30, 2026**~~ **May 4, 2026** **by 4:00 pm Eastern Time**

The procurement is in a restricted period from the date this RFQ is issued until the contract has been executed by the New York Department of State. All contacts/inquiries shall be made by email to the designated contact for this procurement at the following address:

Email: dos.sm.procurement@dos.ny.gov
(include in subject line: **RFQ# 26-UIU-25** <name of vendor>)

Refer to https://dos.ny.gov/funding-bid-opportunities on the date listed above to review responses to questions.

Designated Contact:

Leah Golby
NYS Department of State
1 Commerce Plaza
99 Washington Avenue, Ste. 1110
Albany, NY 12231

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I. GENERAL INFORMATION

The New York Department of State ("DOS" or "Department"), Division of Consumer Protection, Utility Intervention Unit ("UIU"), through this competitive Request for Quotation ("RFQ"), is seeking bids from qualified entities, organizations, and individuals experienced in investor-owned regulated public utility energy matters to provide technical expertise and expert witness services in the KeySpan Gas East Corporation d/b/a National Grid ("KEDLI" or "Company") 2026 Rate Case. For purposes of this RFQ, UIU is seeking Respondents with an extensive background participating and testifying in utility rate cases before a Public Service Commission ("Commission") to provide technical advice, guidance, and analysis to the UIU on **financial and accounting matters** in the KEDLI 2026 rate proceeding.[1]

The UIU represents the interests of customers in utility proceedings, with a particular focus on residential and small commercial customers. UIU is seeking assistance participating in these proceedings to help ensure that customers' interests are adequately represented and to contribute to the development of a comprehensive record; with the primary focus on issues that have the highest potential impact on consumers. Qualified candidates are expected to devote sufficient resources to meet all procedural schedules, timelines, and deadlines as directed by the UIU Director. Respondents to this RFQ are referred to in this RFQ as ("Consultant" or "Contractor" or "Bidder" or "Offeror" or "Proposer").

Submissions responsive to this solicitation must include a completed Proposal Package consisting of two parts: Part I – Technical Proposal and Part II- Administrative/Cost Proposal. Part I - Technical Proposal must include: (1) Consultant Background; (2) Proposed Work Plan; and (3) Conflict of Interest and Positions in Past Testimony. The Part II – Administrative/Cost Proposal must include: (1) Procurement Lobbying Forms; (2) Quotation Sheet; (3) Attestation Form; (4) Executive Order 16 Certification; and (5) Gender-Based Violence and the Workplace Certification. The content required for each document is described below under Section VIII of this RFQ ("Proposal Package").

Submission of an incomplete Proposal Package, or the failure of the Consultant to provide any of the required forms, documents, or attachments for Parts I and II listed under Section VIII of this RFQ (PROPOSAL PACKAGE) may result in the rejection of the Consultant's submission for the contract award.

II. PROJECT PERIOD

Unless modified as provided herein or pursuant to the contract to be executed by the Consultant and DOS following the award of this RFQ, the anticipated project period is approximately 12 months after the rate case is filed on the New York Public Service Document and Matter Management ("DMM") website,[2] which is anticipated to be in April 2026. The contract shall be effective upon execution by DOS. The contract may be amended or extended upon mutual written consent of both parties, subject to the availability of funds.

III. SCOPE OF WORK

The Contractor is expected to focus on issues that have the highest potential impact on consumers specifically **financial and accounting matters**. The project tasks to be performed by the Consultant during the project period include, but are not limited to, the items described below. Please note, the Consultant should be prepared to devote sufficient resources to meet all procedural schedules, timelines, and deadlines as directed by the UIU Director.

The Consultant will at the discretion of UIU review a selection of the testimony, including exhibits and workpapers, that is submitted by the Company on behalf of the Company's expert witnesses and panels, and will submit to the UIU its own independent analysis and review of the appropriateness of the Company's claims. The panels and witnesses of interest to the UIU to be reviewed include: any Direct Testimony and Exhibits that include **financial and accounting related matters** associated with this RFQ. In addition, during the course of assisting the UIU during the KEDLI 2026 Rate Case review, the Consultant will draft and provide guidance on (a) related materials distributed or presented by the KEDLI or other parties in this case, including, but not limited to, information requests, responses to information requests, materials associated with settlement (e.g., term sheet, Joint Proposal, etc.) and any other relevant data and documents pertaining to issues pertinent to the work plan (b) related historical documents such as joint proposals filed in other proceedings, Memorandum of Understanding, and Stipulation Agreements, etc., (c) related work discussed in other New York State proceedings, matters, and forums including, but not limited to, Energy Affordability and Climate Leadership and Community Protection Act, (d) related work and/or initiatives discussed in other states, and (e) any other policy and regulatory issues that may impact consumers, as deemed necessary by the UIU.

The Consultant will prepare and/or assist the UIU with the finalization of UIU initial and rebuttal testimony, including exhibits and supporting workpapers, at the discretion of UIU and subject to

[2] *See New York Public Service Document and Matter Management System link:* DMM Login (Document and Matter Management System) | Department of Public Service (ny.gov)

all internal deadlines set by UIU. Intervenor Testimony (Initial and Rebuttal) is expected to be filed approximately 4 months after the rate case is filed on DMM. Prior to the submission of initial and/or rebuttal testimony, the Consultant will submit to UIU its own high level independent analysis (with the primary focus on the Company's **financial and accounting matters**), review of the appropriateness of the KEDLI's and other parties' claims pertaining to these matters, and recommend a strategy for initial/rebuttal testimony.

Depending on how the litigation proceeds, the Consultant will likely be required to participate in settlement negotiations which would include, but is not limited to, analyzing arguments contained in the parties' testimonies, developing or enhancing preliminary positions and recommendations as requested by UIU, formulating strategies and suggestions for settlement proposals, attending meetings with other parties (virtually), assisting in the development of settlement proposals and joint proposal, and assisting UIU with writing and reviewing statements of support/opposition to the joint proposal.

The Consultant will be expected to consider other parties' positions and arguments (as set forth in testimony or otherwise) and develop responsive strategies to counter those that are inconsistent with the public interest. Additionally, the Consultant, at the discretion of UIU, may be expected to monitor the rate case activities and the submissions made by other parties in this proceeding by subscribing to the party list in this proceeding on DMM,[3] and selecting the option to receive all filings associated with these proceedings on DMM.

The Consultant must have a system or process for managing cost and budget throughout the entire length of the contract. In addition, the Consultant will provide UIU with a weekly project plan that details the projected cost of deliverables and includes an explanation for any deviation.

In the event the Consultant's Staff assigned to the contract leaves during the term of the contract, the individual(s) must be replaced with an individual(s) with equal or greater qualifications as approved by DOS. Similarly, in order to complete the purposes of this contract, the Consultant must be able to substitute another Consultant Staff member that can make an in-person appearance to sponsor expert testimony submitted in the rate case(s) on behalf of UIU, if for any reason the individual submitting the expert testimony under their name or as lead expert for a panel is unable to attend an in-person appearance to enter such testimony into the record.

[3] *See New York Public Service Document and Matter Management System link:* DMM Login (Document and Matter Management System) | Department of Public Service (ny.gov)

IV. PROPOSER'S MINIMUM QUALIFICATIONS

Quotes must be received by the due date and time stated on the cover page and in Section V.B. of this RFQ. Any proposer that fails to meet this criterion will be eliminated without further evaluation.

Due to the timeline required for these services, all bidders must have a NYS Vendor Identification number (Vendor ID) and be established to do business with New York State at the time of bid submission. Bidders that do not have an established Vendor ID at the time of bid submission can submit a Substitute W-9 form to the Department prior to the due date but the Department cannot guarantee that a Vendor ID will be established by the due date. Bidders are strongly encouraged to seek establishment of the Vendor ID at least 10 days prior to the bid due date. Information about establishing a NYS Vendor ID number in the Statewide Financial System (SFS) can be found here: https://esupplier.sfs.ny.gov/psc/fscm/SUPPLIER/ERP/c/NUI_FRAMEWORK.PT_LANDINGPAGE.GBL?& or by contacting the SFS Help Desk at 518-457-7717, 855-266-8363 or HelpDesk@sfs.ny.gov. DOS will also work with organizations that do not successfully establish a Vendor ID by the due date to facilitate establishing one for future opportunities.

V. APPLICATION PROCEDURES

A. RFQ Questions and Updates

All questions regarding this RFQ must be submitted in writing, received on or before the "Questions Due" date listed on the cover page of this RFQ and sent via email addressed to dos.sm.procurement@dos.ny.gov. Emails should clearly indicate the subject line as 26-UIU-25 RFQ. No responses to this solicitation will be provided to inquiries made through telephone or social media. Questions and answers will be posted by the "Questions and Answers Posted" date as stated on the cover of this RFQ at the following URL address:
https://dos.ny.gov/funding-bid-opportunities.

B. Quotation Submission

Quotes must be submitted electronically. Electronic submissions must be signed and submitted in two .pdf documents (Technical Proposal in one document, Administrative/Cost Proposal in a separate document) to the DOS Procurement mailbox at dos.sm.procurement@dos.ny.gov. Proposals should be sent to the Procurement mailbox *only*. Please do not include any additional DOS staff when submitting the proposal. Including additional staff on a proposal submission may

be a violation of Procurement Lobbying Law. For the purposes of this RFQ, electronic signatures are considered to be the same as a hard copy signature. No financial proposal or pricing information may be included in a Technical Proposal. Technical and cost proposals should be submitted as separate documents and identified with: (1) "Consulting Services for KEDLI 2026 Rate Case RFQ # 26-UIU-25"; (2) the name of the Offeror, and (3) labeled "Part I: Technical Proposal" or "Part II: Administrative/Cost Proposal." DOS strongly recommends submitting electronic applications no later than two days before the due date in the event there are technical difficulties with the submittal. DOS is not responsible for proposals that are not received due to technical issues. DOS will confirm receipt of proposals, but the Offeror is responsible for ensuring that their proposal was received. Offeror acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of their proposal regardless of whether the original of said proposal is in existence.

Electronic quotations must be received by the Due Date and Time listed on the cover of this RFQ.

Quotations must remain open and valid for 365 days from the proposal due date, unless the time for awarding the contract is extended by mutual consent of DOS and the Offeror. A quotation shall continue to remain an effective offer, firm and irrevocable, subsequent to such 365-day period until either tentative award of the contract(s) by issuing office is made or withdrawal of the proposal in writing by Offeror. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing office to the successful contractor(s), who shall thereupon be obligated to execute a formal contract within 10 days. This RFQ remains the property of the State at all times, and all responses to this RFQ, once delivered, become the property of the State.

VI. ELIGIBLE COSTS

Estimated direct costs should be embedded in the billable rates. The need for on-site Consulting Services is not anticipated; therefore, the Consultant must assume there are no travel costs expected to be charged in this project. There will be no reimbursements for any costs other than the billable hours.

VII. INELIGIBLE COSTS

The following are considered ineligible costs:

1. Capital expenses, including but not limited to non-personal service expenditures for the purchase, development, installation, and maintenance of real estate or other real property;
2. Taxes, payments in lieu of taxes, or assessments paid to any unit of government;

3. Equipment rental, depreciation and interest expenses, including expenditures for vehicles and fixed, major movable and adaptive equipment and equipment that is expensed (rather than depreciated) in cost reports;
4. Contingency provisions;
5. Fines and penalties;
6. Bad debts;
7. Donations or contributions;
8. Entertainment costs, including but not limited to food and beverages for clients, volunteers, and/or staff;
9. Idle facilities and idle capacity;
10. Interest expenses;
11. Lobbying expenses;
12. Losses on other sponsored agreements or contracts;
13. Costs of fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, meetings relating to fundraising, and similar expenses incurred solely to raise capital or obtain contributions;
14. Travel; and
15. Costs incurred prior to the start date of the contract.

VIII. PROPOSAL PACKAGE

The Proposal Package must be organized in two parts (Part I and Part II):

PART I - Technical Proposal which will include the following sections:

1. Consultant Background;
2. Proposed Work Plan;
3. Conflict of Interest and Positions in Past Testimony.

PART II – Administrative/Cost Proposal which will include:

1. Procurement Lobbying Forms (found here: https://dos.ny.gov/procurement-forms);
2. Quotation Sheet (see attachment 1);
3. Attestation Form (see attachment 2); and
4. Executive Order 16 Certification (found here: https://dos.ny.gov/procurement-forms)
5. Gender-Based Violence and the Workplace Certification (found here: https://dos.ny.gov/procurement-forms)

Part I and Part II will be evaluated separately. Therefore, each part must be packaged in separate pdf attachments and included in one email addressed to dos.sm.procurement@dos.ny.gov.

PART I - TECHNICAL PROPOSAL

1. Consultant Background

a. The Proposal Package must include a list of the relevant experience, specific qualifications, and technical expertise of the Consultant in regulated investor-owned public utility **financial and accounting matters**. Preference will be given to bidders with ten or more years of demonstrated knowledge and expertise across all staff working in developing and/or designing **financial and accounting models**, as well as testifying in utility rate cases on these subject matters. The Proposal Package must also include the name(s), position(s), and function(s) of individuals that would be assigned to work on the KEDLI 2026 Rate Case.

b. The Proposal Package must include resumes of each individual provided in section 1(a) above, listing their total years of experience with regulated public utility case work along with total years of experience analyzing and testifying during utility rate cases on utility **financial and accounting matters**.

c. The Proposal Package must include a sample listing of the Consultant's utility rate case work comparable to the project set forth in this RFQ showing three (3) years of experience. The three (3) year sample listing of the Consultant's utility case work should be within the last five (5) years. In the event the Consultant provides sample listings older than five (5) years, the Consultant must explain why more recent samples are not available.

This sample listing must include the following information:

(1) Case number(s);
(2) Date of contract;
(3) Date of completion;
(4) Contracting agency;
(5) Project objective;
(6) Project description; and
(7) Project outcome.

This sample listing must also demonstrate whether and how the Consultant met each client's needs as identified in those contracts' scope of work and expectations in each utility proceeding identified.

d. The Proposal Package must include the public version of filed testimony pertaining to the three (3) year sample listing provided in (c) above. In addition, the Proposal Package must include the Commission Order associated with these testimonies (if applicable).

2. Proposed Work Plan

The Consultant will submit a Proposed Work Plan that describes the scope of services to be provided as specified in Section III of this RFQ (SCOPE OF WORK), including the type of analysis and work products to be produced for direct and rebuttal testimony and exhibits, including discovery as necessary; settlement negotiations; and writing and review of documents (e.g., term sheet, joint proposal, etc.). The Proposed Work Plan must describe the roles and organization of the proposed team that demonstrate sufficient resources to meet any procedural schedules, timelines, or deadlines; describe the project management approach to meet project deliverables within the specified timeframe; and describe the working relationship with the UIU.

The Proposed Work Plan should provide a description, with a reasonable level of detail, of how the Consultant will evaluate the KEDLI **financial and accounting matters**, and any additional information and data proposals pertaining to issues pertinent to the UIU's scope of work. The Proposed Work Plan should identify the proposed panels, expert witness testimony, and/or exhibits (if available) deemed necessary to develop its work products. In addition, it should also provide clearly delineated assumptions associated with the KEDLI 2026 rate case.

While the case schedule has not been finalized, the Proposed Work Plan is anticipated to begin upon execution of the contract and conclude approximately 12 months after the rate case is filed on the DMM. The deadline for filing initial and rebuttal Testimony is expected to be approximately 4 months after the rate case is filed on DMM. Settlement discussions will likely commence soon after the Rebuttal Testimony is filed. The Consultant will not be required to participate in every meeting pertaining to these rate cases (e.g., settlement meetings, etc.). Rather, the UIU Director will notify the Consultant of the relevant meetings to participate in over the course of the rate cases.

3. Conflicts of Interest and Positions in Past Testimony

The Consultant must affirm that the terms of the RFQ, its proposal, and any resulting contract do not violate any contracts or agreements to which it is a party and that its contractual obligations will not adversely influence its ability to perform under the RFQ and the contract. Additionally, the Consultant must demonstrate that past testimony does not conflict with UIU's primary objective of balancing interests of all consumers while protecting residential and small commercial consumers and/or UIU's goals. The Consultant must highlight and explain any instances where the client's needs and/or expectations, and the Consultant's work on the client's behalf, may have been in tension with the UIU's primary objective of balancing the interests of all consumers while protecting residential and small commercial consumers. The Consultant must include all testimony filed publicly that may be contrary to UIU's primary objective and/or UIU's goals. The Consultant must list current clients who may have a financial interest in the outcome of the contract that will follow this RFQ.

PART II – ADMINISTRATIVE/COST PROPOSAL

1. Procurement Lobbying Forms

The Consultant will submit the completed Lobbying Forms.

2. Quotation Sheet

The Consultant will submit a Quotation Sheet (see Attachment 1) that distributes 175 billable hours among staff levels proposed by the Consultant to complete this project. The Consultant will then multiply their total hours per staff level times their billable hourly rate per staff level to arrive at a total cost for the work products described in Section VIII of this RFQ (PROPOSAL PACKAGE, PART I – TECHNICAL PROPOSAL, 2. Proposed Work Plan). The estimated hours are for bid purposes only and are no guarantee of hours under this contract.

3. Attestation

The Consultant will complete the Attestation Form (Attachment 2) confirming the accuracy of the proposal.

4. Executive Order 16 Certification

The Consultant will complete the Executive Order 16 certification regarding business with Russia. Please refer to Section XIX of this RFQ for additional information on this requirement.

5. Gender-Based Violence and the Workplace Certification

The consultant will complete the Gender-Based Violence and the Workplace Certification. Please refer to Section XX of this RFQ for additional information on this requirement.

IX. EVALUATION AND SELECTION PROCESS

The DOS will assess each applicant's Technical Proposal and Administrative/Cost Proposal separately and assign a total number of points for each proposal using the scoring model shown in this section. Quotes may be rejected if the proposer fails to provide a complete Technical Proposal and Administrative/Cost Proposal in the format defined in Section VIII of this RFQ (PROPOSAL PACKAGE). See below for an overview of the evaluation process.

A. Rating Criteria (Technical Proposal):

Quotes will be assigned a score for Technical based on the following criteria:

No.	Technical Evaluation Criteria	Technical Score	Max Score
1	Qualifications and Experience of Staff		30
2	Approach of the Work Plan		30
3	Conflict of Interest and Positions in Past Testimony		20
	Total:		80

B. Rating Criteria (Cost Proposal):

Quotes will be assigned a score for Cost based on the following criteria:

The evaluation and scoring of the costs will be determined independently by DOS Bureau of Fiscal Management. The application with the lowest cost will receive the maximum number of points (20 points). The other applicants will receive a proportional score using the formula of Z = (X/Y) * 20 where:

- X = lowest total cost
- Y = total cost for the bidder being scored
- Z = normalized cost score for bidder being scored; and
- 20 = total cost points

C. Method of Award:

This is a competitive procurement that will result in one contract to perform services as stated in Section III of this RFQ. The method of award is best value, which takes into consideration cost as well as technical or non-cost factors.

For each proposal, the evaluators' technical scores will be averaged, carried out to two decimal places, to arrive at an overall Technical score. Technical scores will account for 80% and cost will account for 20% of the total score. DOS will make the award based on the highest overall score. In the event of a tie, price shall be the basis for determining the award. If both the final technical score and cost score are tied, the first proposal received will be awarded the contract.

DOS and the Consultant will execute a contract setting forth each party's responsibilities (see Sample Contract found in Attachment 3). This contract will incorporate this RFQ, the Consultant's Proposal, Quotation Sheet (Attachment 1), and all other referenced attachments. It is expected that the Consultant will return the signed contract to DOS within five (5) business days of receipt. The Consultant must be prepared to start work immediately upon execution of the contract by DOS.

D. Notification of Award

After the evaluation, all Offerors offering proposals will be notified of the name(s) of the selected Offeror. The selected Offeror will be notified that their submitted proposal has been selected and that a contract will be forthcoming for execution. The original proposal, and any additions or deletions to the proposal become part of the contract.

X. STANDARDS OF PERFORMANCE OF CONTRACTED SERVICES

The Consultant will be expected to produce work products that are a direct result of its coordination and collaboration with UIU Staff. As stated under Section III of this RFQ ("SCOPE OF WORK"), the Consultant should be prepared to devote resources sufficient to meet any procedural schedules, timelines, or deadlines as established by either the UIU Director, the DPS Administrative Law Judge, DPS Staff, and/or the New York Public Service Commission. The Consultant's work products as specified in the Proposed Work Plan are to be completed in a timely manner. The UIU Director will monitor the progress and results of the Consultant's work products through direct communications with the Consultant.

Performance standards are based on the following criteria:

1. Project management effectiveness, including planning and timeliness of work products.
2. Thoroughness of issue identification, development, and recommendations, including the accuracy of analyses and associated supporting evidence.
3. Thoroughness and persuasiveness of written and oral communications to the UIU Director and Staff.

XI. PUBLIC DISCLOSURE

The Consultant may not make media releases (written or oral), or other public disclosures related to this RFQ or the work to be performed without receiving prior written consent from the UIU

Director. Additionally, the Consultant must review and abide by all confidentiality rules promulgated by the parties and the Commission during the course of the litigation and settlement discussion.

XII. TYPE OF CONTRACT

Payment to the Consultant under a contract executed as a result of this RFQ will be based upon the hours actually worked by each individual based on authorized itemized expenses. Payments will be made for each individual at the quoted, contracted rate for that individual. A sample contract setting forth the Contractor's anticipated obligations has been included as Attachment 3.

XIII. INCURRING COSTS

Consultant shall bear all costs incurred prior to the receipt of a fully executed contract, including costs associated with preparing the Consultant's response to this RFQ.

XIV. REJECTION OR MODIFICATION OF PROPOSALS

The UIU Director or their delegate may undertake negotiations regarding Total Cost, assigned staff, and/or other matters with any consultants who submit the highest scoring bid. Every Proposal represents a firm offer not revocable for a period of 365 days from the bid opening.

XV. ADMINISTRATIVE INFORMATION

A. Confidentiality

The Offeror's information and records constituting highly sensitive information such as trade secrets information or critical infrastructure information for purposes of the Freedom of Information Law (FOIL) must be clearly marked and identified as such by the Offeror upon submission. Requests for exemption of the entire contents of the Proposal, and any other documentation, from disclosure have generally not been found to be meritorious and are discouraged. If the Contractor intends to request an exemption from disclosure under FOIL for trade secret materials or critical infrastructure information, the Contractor shall at the time of submission, request the exemption in writing and provide an explanation of (i) why the disclosure of the identified information would cause substantial injury to the competitive position of the Contractor, or (ii) why the information constitutes critical infrastructure information which should be exempted from disclosure pursuant to § 87(2) of FOIL.

B. Consultant Assurances

The successful Offeror must agree that it will perform its obligations under the contract in accordance with all applicable Federal, State and local laws, rules and regulations now and hereafter in effect.

The successful Offeror must warrant and affirm that the terms of the RFQ, its proposal, and any resulting contract do not violate any contracts or agreements to which it is a party and that its contractual obligations will not adversely influence its ability to perform under the contract.

C. Subcontracting

Before any part of the contract shall be sublet, the Contractor shall submit to DOS in writing, the name of each proposed subcontractor and obtain written consent to utilize such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as DOS may require concerning the proposed subcontractor's ability and qualifications.

Proposers may satisfy the required subject-matter experience through the use of subcontracts however the proposer must provide the majority, or more than 50% of the work detailed in the contract work plan throughout the course of the contract. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.

The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the Contract Documents including, but not limited to the General Conditions and Requirements.

D. Reporting Requirements

The successful Offeror will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of same shall be included in the proposal price. Upon award of the contract and prior to the start of any work, the successful Offeror shall be available for an initial job meeting with DOS. This meeting will be held remotely and will include:

a. An introduction for each respective organization, chain of command, etc., and
b. Review of the scope of work and the expectations of DOS and the consultant.

During the term of any contract resulting from this RFQ, the successful Offeror shall maintain contact with DOS regarding all communication and transactions relating to the aforementioned contract(s). Upon completion of each assignment, the results must be forwarded to DOS.

E. Dispute and Conflict Resolution

During the course of the contract between the DOS and the successful Offeror, attempts may be made to resolve any disputes between the parties by telephone.

F. Debriefing

Unsuccessful applicants may request the opportunity to be debriefed. Requests must be made in writing within 15 calendar days of receipt of notice of award to the same address to which applications are submitted.

G. Protest Procedures

In the event unsuccessful Offerors wish to protest the award resulting from this RFQ, Offerors should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO). Available on-line at: http://www.osc.state.ny.us/agencies/guide/MyWebHelp/.

H. Vendor Responsibility

The successful bidder and any proposed subcontractor will be required to complete and submit such information as DOS requires to make a determination as to the bidder's responsibility as a vendor. This may include completing a vendor responsibility questionnaire (https://www.osc.ny.gov/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire).

I. Proposer's Insurance Requirements

Worker's Compensation and Disability:

The DOS (Division of Consumer Protection, UIU) is the issuing party for this RFQ. Upon entering a contract with the DOS, the Consultant will be required to provide a current Workers' Compensation Form and Disability Certification Form, or Exemption from Workers' Compensation and Disability Form. **The New York State Department of State must be listed as the certificate holder in box 2 on the forms.** The only acceptable forms are listed below and are to be obtained by contacting the Consultant's insurance carrier:

- Workers' Compensation Form - C-105.2 or SI-12 or U-26.3
- Disability Form - DB-120.1 or DB-155

- Exemption from Workers' Compensation & Disability - CE-200

Please note that **ACORD** Forms are **NOT** acceptable proof of insurance coverages.

Professional Liability/Errors and Omissions:
If providing professional services, the Proposer shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, errors and omissions liability insurance with a limit of not less than $1,000,000 per loss.

(a) Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and, if the project involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, it may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring, or laboratory analyses.

(b) If coverage is written on a claims-made policy, the Proposer warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.

XVI. RESERVED RIGHTS

In addition to all rights described elsewhere in the RFQ, the DOS reserves, without limitation, the rights to:

1. Reject any or all proposals received in response to the RFQ;
2. Withdraw the RFQ at any time, at the DOS's sole discretion;
3. Make an award under the RFQ in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFQ;
5. Seek clarifications and revisions of proposals;
6. Use proposal information obtained through site visits; management interviews; the State's investigation of a bidder's qualifications, experience, ability or financial standing; and/or any

material or information submitted by the bidder in response to the agency's request(s) for clarifying information; in the course of evaluation and/or selection under the RFQ;

7. Prior to the bid opening, amend the RFQ specifications to correct errors or oversights, or to supply additional information as it becomes available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFQ amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the RFQ in the best interests of the state;
13. If unsuccessful in negotiating a State contract with the selected applicant within an acceptable time frame, the DOS may begin State contract negotiations with the next ranked qualified applicant(s) in order to serve and realize the best interests of the State;
14. Utilize any and all ideas submitted in the proposals received;
15. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation;
16. Waive or modify minor irregularities (such as typographical errors) in applications received;
17. Not fund an application that fails to submit a clear and concise Work Plan or budget;
18. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of the DOS and State Comptroller;
19. Award more than one contract resulting from this RFQ;
20. In its sole discretion, determine the total number of awards to be granted pursuant to this RFQ; and
21. In the event that a Work Plan submitted following an award during contract negotiations is substantially different from the application submitted through the procurement process, DOS reserves the right to require modifications to the Work Plan to bring it into conformance with the application. If no such modifications are made and approved within a reasonable time period, DOS may rescind the award and make funding available to the next highest scoring application.

XVII. CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE-CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES, EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN, AND SERVICE-DISABLED VETERAN-OWNED BUSINESSES

Pursuant to New York State Executive Law Article 15-A, DOS recognizes its obligation under the law to promote business opportunities for maximum feasible participation of certified minority- and women-owned businesses (MWBEs) and the employment of minority group members and women in the performance of DOS contracts.

In 2023, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published in August 2024, under the title "State of New York 2024 Disparity Study." The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOS establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

For purposes of this solicitation, DOS hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State-certified Minority-owned Business Enterprise ("MBE") participation and 15% for New York State-certified Women-owned Business Enterprise ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that DOS may withhold payment pursuant to any subcontract awarded as a result of this RFP and additional written authorization pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: https://ny.newnycontracts.com. For guidance on how DOS will determine a Contractor's "good faith efforts" refer to 5 NYCRR §142.8.

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

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

Such liquidated damages shall be calculated as an amount equaling the difference between:

1) all sums identified for payment to MWBEs had the Contractor achieved the relevant MWBE goals; and

2) all sums actually paid to MWBEs for work performed or materials supplied under the subcontract.

By submitting a bid or proposal, a bidder on the Contract ("Proposer") agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs by submitting evidence thereof:

- For non-Federally funded contracts: through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com, provided, however, that a Proposer may arrange to provide such evidence via a non-electronic method by contacting Department of State.

- For Federally funded contracts: through the MWBE Quarterly Report (Form F) to Department of State, by the 10th day following each end of quarter over the term of the Contract.

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

A. An MWBE Utilization Plan (Form D) with their proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the contract must be reported on a revised MWBE Utilization Plan and submitted to DOS for review and approval.

DOS will review the submitted MWBE Utilization Plan and advise the Proposer of DOS acceptance or issue a notice of deficiency within 30 days of receipt.

B. If a notice of deficiency is issued, the Proposer will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to dos.sm.mwbe@dos.ny.gov a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOS to be inadequate, DOS shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the proposal.

DOS may disqualify a Proposer as being non-responsive under the following circumstances:

a. If a Proposer fails to submit an MWBE Utilization Plan;
b. If a Proposer fails to submit a written remedy to a notice of deficiency;
c. If a Proposer fails to submit a request for waiver; or
d. If DOS determines that the Proposer has failed to document good faith efforts.

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

Good Faith Efforts:

Proposers will be required to make Good Faith Efforts (GFE) to provide meaningful participation to MWBEs as subcontractors or suppliers in the performance of contracts.

As detailed in 5 NYCRR §142.8, documentation of GFE includes, but is not limited to:

- Evidence of outreach to MWBEs: mail, email, phone calls and follow up;

- Written responses by MWBEs to the grantee/vendor's outreach;

- Copies of search(es) of the directory and advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women- oriented publications;

- Attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the grantee with MWBEs including dates and location;

- Information describing specific steps undertaken to reasonably structure the contract scope of work to maximize opportunities for MWBE participation; and

- Information describing non-MWBE subcontractors' efforts to engage MWBEs to undertake part of the project's work or to procure equipment/ materials/supplies.

Successful proposers will be required to submit a quarterly MWBE Contractor Compliance & Payment Report to DOS by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 – Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subcontractors awarded a subcontract over 25,000 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 respondent, to undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Additionally, successful proposers will be required to submit the following documents and information within ten (10) business days after the proposer receives notice from DOS that the contract is being awarded as evidence of compliance with the foregoing:

A. A Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement (***Form A***).

B. A Workforce Utilization Report ***(Form C)*** and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by Department of State on a quarterly basis during the term of the Contract, to the Bureau of Fiscal Management at:

Email: dos.sm.mwbe@dos.ny.gov

Further, pursuant to Article 15 of the Executive Law (the Human Rights Law), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of age, race, creed (religion), color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status or status as a victim of domestic violence or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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

XVIII. SERVICE-DISABLED VETERAN-OWNED BUSINESSES PARTICIPATION

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

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

Contract Goals

A. DOS hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: https://ogs.ny.gov/veterans/. Questions regarding compliance with SDVOB participation goals should be directed to DOS at dos.sm.sdvob@dos.ny.gov. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see Required Good Faith Efforts below).

SDVOB Utilization Plan

A. In accordance with 9 NYCRR § 252.2(i), Proposers are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their proposal.

B. The Utilization Plan shall list the SDVOBs that the Proposer intends to use to perform the Contract, a description of the work that the Proposer intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Proposer acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation

by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to DOS.

C. DOS will review the submitted SDVOB Utilization Plan and advise the Proposer of DOS acceptance or issue a notice of deficiency within 20 days of receipt.

D. If a notice of deficiency is issued, Proposer agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to DOS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOS to be inadequate, DOS shall notify the Proposer and direct the Proposer to submit, within five business days of notification by DOS a

request for a partial or total waiver of SDVOB participation goals on SDVOB

200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

DOS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:

a. If a Proposer fails to submit an SDVOB Utilization Plan;

b. If a Proposer fails to submit a written remedy to a notice of deficiency;

c. If a Proposer fails to submit a request for waiver; or

d. If DOS determines that the Proposer has failed to document good faith efforts.

If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DOS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

Request for Waiver

A. Prior to submission of a request for a partial or total waiver, Proposer shall speak to the Designated Contacts at DOS for guidance.

B. In accordance with 9 NYCRR § 252.2(m), a Proposer that is able to document good faith efforts to meet the goal requirements, as set forth in Required Good Faith Efforts below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Proposer may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by DOS at that time, the provisions of SDVOB Utilization Plan (C), (D) & (E) will apply. If the documentation included with the Proposer's waiver request is complete, DOS shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to DOS, but must be made no later than prior to the submission of a request for final payment on the Contract.

D. If DOS, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, DOS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to dos.sm.sdvob@dos.ny.gov. Required Good Faith Efforts
In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

(1) Copies of solicitations to SDVOBs and any responses thereto.

(2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.

(3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by DOS with certified SDVOBs whom DOS determined were capable of fulfilling the SDVOB goals set in the Contract.

(4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.

(5) Other information deemed relevant to the waiver request.

Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to DOS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 and should be completed by the Contractor and submitted to DOS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: dos.sm.sdvob@dos.ny.gov.

Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

All forms are available at: https://dos.ny.gov/supplier-diversity.

XIX. EXECUTIVE ORDER 16 CERTIFICATION FORM

Executive Order 16 prohibits state agencies and authorities from contracting with businesses conducting business in Russia. Please see the guidelines under this Executive Order: which can be found here: dos.ny.gov/procurement-forms. The certification must be submitted by all Proposers.

XX. GENDER-BASED VIOLENCE AND THE WORKPLACE CERTIFICATION

Proposer must certify that the organization has in place and has implemented a Gender-Based Violence and the Workplace Policy (please see the OPDV Gender-Based Violence and the Workplace website for more information regarding these policies) and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law. If the applicant cannot make this certification, they must include a signed statement setting forth in detail the reasons therefore.

XXI. IRAN DIVESTMENT ACT

By submitting a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Proposers/Offerors Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf. Proposers/Offerors further certify that they will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Proposer/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should DOS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOS 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 DOS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

DOS reserves the right to reject any proposal, 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.

XXII. SEXUAL HARASSMENT POLICY AND TRAINING

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

New York Department of State, Division of Consumer Protection,
Utility Intervention Unit
REQUEST FOR QUOTATION (RFQ) #26-UIU-25

ATTACHMENT 1
QUOTATION SHEET[4]

Utility Intervention Unit RFQ # 26-UIU-25			
Staff Level	**Total Hours[5]**	**Hourly Rate ($)**	**Total Cost = Hours x Rate ($)**
Total	175		

[4] The need for on-site Consulting Services is not anticipated. The Consultant must assume there are no travel costs expected to be charged in this task.
[5] The estimated hours are for bid purposes only and are no guarantee of hours under this contract.

New York Department of State, Division of Consumer Protection,
Utility Intervention Unit
REQUEST FOR QUOTATION (RFQ) #26-UIU-25

ATTACHMENT 2

ATTESTATION FORM

Consultant Information

Name: _____

Title: _____

Company: _____

Address: _____

Phone Number: _____

Email Address: _____

NYS Vendor ID# _____

FEIN # _____

By signing this form, I attest to the accuracy of this submission. Additionally, I certify that I am authorized to submit the attached proposal on behalf of the organization listed above.

_____

Certification/Signature ***Date***

□ NYS MWBE Certified **□ NYS SDVOB**

ATTACHMENT 3: Sample Contract

STATE OF NEW YORK VENDOR AGREEMENT FACE PAGE

STATE AGENCY (Name & Address): Utility Intervention Unit Division of Consumer Protection New York Department of State 99 Washington Avenue, Suite 500 Albany NY 12231	BUSINESS UNIT/DEPT. ID: 3800000 CONTRACT NUMBER: CONTRACT TYPE: ☐Multi-Year Agreement ☐Simplified Renewal Agreement ☒Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME:	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: Consulting Services for KEDLI 2026 Rate Case
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: Federal Tax ID Number: DUNS Number (if applicable): NA	AGENCY IDENTIFIER: 26-UIU-25 CFDA NUMBER (Federally Funded Grants Only): This is not a grant.
CONTRACTOR PRIMARY MAILING ADDRESS: CONTRACTOR PAYMENT ADDRESS: ☐Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☐Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☐ Individual ☐ Not-for-Profit ☐ Other _____ Charities Registration Number: Exemption Status/Code: ☐Sectarian Entity Rate Based Contract: ☒ (check if yes)

Contract Number: _____
Page 1 of 2
Vendor Contract, Face Page

STATE OF NEW YORK VENDOR AGREEMENT FACE PAGE

CURRENT CONTRACT TERM: From: To: CURRENT CONTRACT PERIOD From: To: AMENDED TERM From: NA To: NA AMENDED PERIOD From: NA To: NA	CONTRACT FUNDING AMOUNT (*Multi-year* – enter total projected amount of the Contract; *Fixed Term/Simplified Renewal* – enter Current period amount): $ CURRENT: $ AMENDED: N/A FUNDING SOURCE(S) ☒ State ☐ Federal ☐ Other

FOR MULTI-YEAR AGREEMENT ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

APPENDICES ATTACHED AND PART OF THIS AGREEMENT:

☒	APPENDIX A	Standard Clauses as required by the Attorney General for all State contracts
☒	APPENDIX B	Budget and Project Work Plan
☒	APPENDIX C	Payment and Reporting Schedule
☒	APPENDIX D	Notices
☒	EXHIBIT 1	Request for Quotations (#26-UIU-25) issued by the Department on attached hereto and made a part hereof
☒	EXHIBIT 2	Contractor's Proposal, together with all attachments and appendices submitted to the Department, attached hereto and made a part hereof
☒	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

Contract Number: _____
Page 2 of 2
Vendor Contract, Face Page

Contract No. _____
IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

CONTRACTOR	**STATE AGENCY**
_____	_____
By: _____	By: _____
_____ Printed Name	_____ Printed Name
Title: _____	Title: _____
Date: _____	Date: _____

STATE OF _____)
County of _____) ss: _____

On the _____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that they reside at _____, that they are the _____ of the _____, the corporation described herein which executed the foregoing instrument; and that they signed their name thereto by order of the board of directors of said corporation.

(Notary Public) _____

VENDOR CONTRACT
AGREEMENT
NYS DEPARTMENT OF STATE

Contract Number: _____

This AGREEMENT (or "Contract") , by and between the New York State Department of State, with its principal offices at One Commerce Plaza, 99 Washington Avenue, Albany, NY 12231 (hereinafter referred to as STATE, AGENCY or DEPARTMENT) and [Contractor] (hereinafter referred to as CONTRACTOR)

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT incorporates the documents listed below. In the event of a conflict between the terms of the documents, such conflicts will be reconciled in the order of precedence in which they are listed:

1. Appendix A, Standard Clauses for NYS Contracts
2. Appendix X, Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
3. Vendor Contract and Face Page
4. Appendix B, Budget and Program Work Plan
5. Appendix C, Payment and Reporting Schedule
6. Appendix D, Notices
7. Exhibit 1, the Request for Quotes (RFQ #26-UIU-25) issued by the Department on attached hereto and made a part hereof
8. Exhibit 2, Contractor's Quote, together with all attachments and appendices submitted to the Department on attached hereto and made a part hereof.

B. The term of this AGREEMENT shall be as specified on the face page hereof. Should funding become unavailable, this AGREEMENT may be suspended until funding becomes available. In such event the STATE shall notify the CONTRACTOR immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this AGREEMENT beyond the end date specified on the face page hereof.

C. Funding for the entire contract term shall not exceed the amount specified as "Funding Amount for Contract Term" on the face page hereof. To modify the AGREEMENT, the parties shall revise or complete Appendix X and any appropriate form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the STATE.

D. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall meet the program objectives summarized in the Budget and Program Work Plan (Appendix B) in accordance with provisions of the AGREEMENT; relevant laws, rules, and regulations, administrative and

fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program, and conditions of applicable permits, administrative orders, and judicial orders.

E. The CONTRACTOR agrees not to subcontract any of its services without the prior written approval of the State. Such approval shall not be unreasonably withheld upon receipt by the State of a Notice of Request to Subcontract.

The CONTRACTOR may arrange for a portion of its responsibilities under this Contract to be subcontracted to qualified and responsible subcontractors, subject to approval by the State. Prior to the commencement of any subcontractor work, the Contractor must submit to the State a writing that sets forth the identity of any subcontractor involved and provides sufficient detail regarding the nature and extent of the subcontractor's role, including a description of the services and tasks to be performed by the subcontractor. The CONTRACTOR retains ultimate responsibility for all services performed under the Contract. In no event shall the STATE be liable for expenses and obligations arising from the requirements of any subcontract. Subcontracts must be in writing and shall include provisions which are substantially similar to those found herein. Unless waived in writing by the State, all subcontracts shall expressly name the State as the sole intended third-party beneficiary of such subcontract. The State reserves the right to approve and reject any subcontract, as well as review any amendments made to the subcontract subsequent to execution. However, this right shall not make the State a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the State.

The State reserves the right, at any time during the Contract Term, to request verification that the subcontract entered into between the Contractor and subcontractors is in compliance with the provisions of this Contract and all applicable laws.

The CONTRACTOR shall promptly give the State immediate notice in writing of the initiation of any legal action, lawsuit, investigation or audit by a governmental entity with enforcement authority which relates in any way to matters involving, relating to, or arising out of the subcontract or subcontractor's business, or which may affect the performance of the CONTRACTOR'S duties under the Contract. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Any subcontract shall not relieve the CONTRACTOR in any way of any responsibility, duty and/or obligation of the Contract.

F. The subcontractor will be required to complete and file a Vendor Responsibility Questionnaire at any time during the performance of this Contract if 1) the subcontractor receives a Notice by the State requiring completion of the Vendor Responsibility Questionnaire, or 2)the total compensation to be provided to the subcontractor under any subcontract meets or exceeds $100,000 (or carries the potential to meet or exceed $100,000), or both. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C).

II. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may terminate this AGREEMENT without cause by thirty (30) days prior written notice.

D. The STATE may, in its discretion, order the CONTRACTOR to suspend performance for a reasonable period of time. In the event of such suspension, the CONTRACTOR shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the CONTRACTOR shall comply with the particulars of the notice. The STATE shall have no obligation to reimburse CONTRACTOR'S expenses during such suspension period. Activities may resume at such time as the STATE issues a formal written notice authorizing a resumption of performance under the AGREEMENT.

E. Non-Responsibility: In accordance with the provisions of Sections V (F) and (G) herein, the STATE may make a final determination that the CONTRACTOR is non-responsible (Determination of Non-Responsibility). In such event, the STATE may terminate this AGREEMENT at the CONTRACTOR'S expense, complete the contractual requirements in any manner the STATE deems advisable, and pursue available legal or equitable remedies for breach.

F. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into this AGREEMENT or fails to pay the full amount of the allocation for the operation of one or more programs funded under this AGREEMENT, the AGREEMENT may be terminated or reduced at the AGENCY's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the CONTRACTOR where funds are available to the AGENCY for payment of such costs. Upon termination or reduction of the AGREEMENT, all remaining funds paid to the CONTRACTOR that are not subject to allowable costs already incurred by the CONTRACTOR shall be returned to the AGENCY. In any event, no liability shall be incurred by the STATE (including the AGENCY) beyond monies available for the purposes of the AGREEMENT. The CONTRACTOR acknowledges that any funds due to the AGENCY or the State of New York because of disallowed expenditures after audit shall be the CONTRACTOR'S responsibility.

G. Force Majeure: The STATE may terminate or suspend its performance under the AGREEMENT immediately upon the occurrence of a "force majeure." For purposes of the AGREEMENT, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout, pandemic, and any unforeseen circumstances and acts beyond the control of the STATE which render the performance of its obligations impossible.

H. Effect of Notice and Termination on State's Payment Obligations: a) Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE. b) The STATE shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the

terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the requirements of the AGREEMENT after its termination date.

III. Confidentiality

A. All the reports, information, data, and other papers and materials in whatever form prepared or assembled by the CONTRACTOR under this AGREEMENT are confidential, and the CONTRACTOR shall not discuss them with or make them available to any individual or organization, other than in connection with the performance of duties and responsibilities under this AGREEMENT, without the prior written approval of the STATE. These provisions do not apply to information that is in the public domain nor shall they restrict the CONTRACTOR from giving notices required by law or complying with an order to provide information or data when such order is issued by a court of competent jurisdiction. If disclosure of confidential information is required of the CONTRACTOR by judicial subpoena or other court process, the CONTRACTOR agrees to immediately notify the STATE of such process and allow the STATE to inspect any such data or information and interpose objections prior to delivery to the court. The CONTRACTOR shall ensure that all confidential or privileged records are kept in appropriately secured areas, and shall take reasonable precautions to protect the records in its custody from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access. Individuals performing work under the AGREEMENT may be required to sign a confidentiality agreement that will preclude such individual from revealing or utilizing the information contained in a confidential/trade secret document in connection with any activity other than work under the AGREEMENT.

B. Unless the STATE designates otherwise in writing, all information or data and all other documents generated or collected by the CONTRACTOR in the scope of its work under this AGREEMENT shall be deemed to be the exclusive property of the State of New York. No one else shall have any right, including, but not limited to, intellectual property rights (including trademark and copyright rights) in those items. No use of such materials or information shall be made without permission of the STATE. Consistent with these provisions, the CONTRACTOR shall have the right to keep and use all copies of its work product, including memoranda, notes, briefs, depositions, and other transcripts. CONTRACTOR warrants to the STATE that it has sufficient title or interest in such works to license pursuant to this AGREEMENT. Such warranty shall survive the termination of this AGREEMENT.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages, and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. Neither party shall be liable for losses, defaults, or damages under this AGREEMENT which result from delays in performing, or the inability to perform, all or any of the obligations or responsibilities imposed upon either party pursuant to the terms and conditions of this AGREEMENT, due to or because of acts of God, the public enemy, earthquake, floods, typhoons, civil strife, force, pandemic, or any other cause beyond the reasonable control of the party that was delayed in performing or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts

to avoid and overcome such cause. Such party shall resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

C. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee, or subdivision of the STATE nor make any claim, demand, or application to or for any right based upon any different status.

V. Vendor Responsibility Determination

A. The STATE conducts a review to provide reasonable assurances that the CONTRACTOR is responsive and responsible. The STATE will assess a CONTRACTOR'S responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. The CONTRACTOR acknowledges that the STATE'S execution of the AGREEMENT will be contingent upon the STATE'S determination that the CONTRACTOR is responsible, and that the STATE will be relying upon information provided by the CONTRACTOR when making its responsibility determination. CONTRACTOR hereby acknowledges that any misrepresentation of fact represented in any contractor responsibility information requested by the STATE may result in termination of this AGREEMENT. During the term of this AGREEMENT, any changes in the information provided by the CONTRACTOR to the STATE shall be disclosed to the STATE, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the AGREEMENT.

B. The CONTRACTOR shall complete a Vendor Responsibility Questionnaire ("Questionnaire", available at https://www.osc.ny.gov/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire) when directed to by the STATE. The CONTRACTOR shall provide to the STATE updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available. The CONTRACTOR shall ensure that the Questionnaire is up to date and certified throughout the AGREEMENT.

C. The CONTRACTOR shall, in addition, promptly report to the STATE the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the CONTRACTOR, its employees, its officers and/or directors in connection with matters involving, relating to, or arising out of the CONTRACTOR's business. Such report shall be made within five (5) business days following the CONTRACTOR becoming aware of such event, investigation, or audit. Such report may be considered by the STATE in making a Determination of Vendor Non-Responsibility pursuant to this section.

D. The STATE reserves the right, in its sole discretion, at any time during the term of the AGREEMENT, to:

a) require updates or clarifications to the Questionnaire upon written request;
b) inquire about information included in or required information omitted from the Questionnaire;
c) require the CONTRACTOR to provide such information to the STATE within a reasonable timeframe;
d) require as a condition precedent to entering into the AGREEMENT that the CONTRACTOR agree to such additional conditions as shall be necessary to satisfy the STATE that the CONTRACTOR is, and shall remain, a responsible vendor; and
e) require the CONTRACTOR to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and

organizational and financial capacity. By signing the AGREEMENT, the CONTRACTOR agrees to comply with any such additional conditions that have been made a part of the AGREEMENT.

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

F. The STATE, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the AGREEMENT based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications, or amendments thereof; or
b) the STATE's discovery of any material information which pertains to the CONTRACTOR's responsibility.

G. Prior to making a final Determination of Non-Responsibility, the STATE shall provide written notice to the CONTRACTOR that it has made a preliminary determination of non- responsibility. The STATE shall detail the reason(s) for the preliminary determination and shall provide the CONTRACTOR with an opportunity to be heard.

H. Any proposed subcontractor performing services under the AGREEMENT in excess of $100,000 must complete a Vendor Responsibility Questionnaire when DOS is contacted to approve the subcontractor and/or at the discretion of DOS.

VI. Contractor's Insurance Requirements

A. Prior to the commencement of the work, the CONTRACTOR shall file with the STATE, Certificates of Insurance evidencing compliance with all requirements contained in this AGREEMENT. Such certificate shall be of form and substance acceptable to the STATE.

B. Acceptance and/or approval by the STATE does not and shall not be construed to relieve CONTRACTOR of any obligations, responsibilities, or liabilities under the AGREEMENT.

C. All insurance required by the AGREEMENT shall be obtained at the sole cost and expense of the CONTRACTOR; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self-insurance maintained by the STATE; shall be endorsed to provide written notice be given to the STATE, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors, officers, agents, and employees as additional insured thereunder.

D. The CONTRACTOR shall be solely responsible for the payment of all deductibles to which such policies are subject.

E. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A" Class "VII",

the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the STATE and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.

F. The CONTRACTOR shall cause all insurance to be in full force and effect as of the date of this AGREEMENT and to remain in full force and effect throughout the term of this AGREEMENT and as further required by this AGREEMENT. The CONTRACTOR shall not take any action, or omit any action, that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

G. Not less than thirty (30) days prior to the expiration date or renewal date, the CONTRACTOR shall supply the STATE updated replacement Certificates of Insurance, and amendatory endorsements.

H. Unless the CONTRACTOR is self-insured, CONTRACTOR shall, throughout the term of the AGREEMENT or as otherwise required by this AGREEMENT, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this AGREEMENT, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where CONTRACTOR is self-insured, the CONTRACTOR shall provide suitable evidence of such to the STATE relating to the risks and coverage amounts as provided hereunder.

1. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

2. The Contractor and any subcontractor retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of the contract, Professional Liability Insurance/Errors and Omissions Liability Insurance in the amount of $1 million issued to and covering damage for liability imposed on the Contractor by the contract or law arising out of any negligent act, error, or omission in the rending of or failure to render professional services required by the contract. The Professional Liability Insurance/Errors and Omissions Liability Insurance may be issued on a Claims-Made Policy form, in which case the Contractor shall purchase, at its sole expense, Tail Coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

June 2023

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory

and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the

Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to

include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race,

creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mailto:mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

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

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

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

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

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

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

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement

to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

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

Appendix B
Budget and Program Work Plan

Contract: _____
Recipient Organization Name: Type:
Office:
Phone: | Fax: | Email:

BUDGET

Professional services provided by _____ (Contractor) will not exceed the amount listed on the Face Page of this contract for work described herein and may be less depending upon the actual hours worked. Direct costs should be embedded in the billable rates. The need for on-site services is not anticipated and travel is not approved for reimbursement under this agreement. There will be no reimbursements for any costs other than the billable hourly rate.

Professional Services	Year	Hourly Rate	Estimated Hours	Total

Ineligible Costs: Expenses such as capital expenses, including but not limited to non-personal service expenditures for the purchase, development, installation, and maintenance of real estate or other real property; taxes, payments in lieu of taxes, or assessments paid to any unit of government; equipment rental, depreciation and interest expenses, including expenditures for vehicles and fixed, major movable and adaptive equipment and equipment that is expensed (rather than depreciated) in cost reports; contingency provisions; fines and penalties; bad debts; donations or contributions; entertainment costs, including but not limited to food and beverages for clients, volunteers, and/or staff; idle facilities and idle capacity; interest expenses; lobbying expenses; losses on other sponsored agreements or contracts; costs of fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, meetings relating to fundraising, and similar expenses incurred solely to raise capital or obtain contributions; travel; and pre-award costs are considered ineligible costs and are not to be included in the billable hourly rate.
Invoices: Invoices will be prepared monthly, based on actual hours worked and actual expenses.

WORK PLAN

This Work Plan identifies consultancy services to be provided by a contractor (the "Contractor") in analyzing and testifying on behalf of the New York Department of State ("DOS"), Division of Consumer Protection, Utility Intervention Unit ("UIU") in the KeySpan Gas East Corporation d/b/a National Grid ("KEDLI" or "Company") 2026 Rate Case filed with the New York Department of Public Service ("DPS"). The Contractor is expected to focus on providing technical expertise to UIU on issues that have the highest potential impact on consumers specifically **financial and accounting matters**, along with any other areas identified by UIU and that may impact consumers. The project tasks to be performed by the Consultant during the Contract Period include, but are not limited to, the items described below. Please note, the Consultant should be prepared to devote sufficient resources to meet all procedural schedules, timelines, and deadlines directed by the UIU Director.

Project Tasks: Project tasks to be performed by the Contractor include, but are not limited to, the following, in no particular order:

- Provide expertise and technical advice on issues specifically **financial and accounting matters**, along with other areas that impact consumers identified in these cases within the Contract Period as requested by UIU.
- Prior to the submission of initial and/or rebuttal testimony and subject to internal deadlines set by UIU, the Consultant will submit to UIU its own high level independent analysis (with the primary focus on the Company's **financial and accounting proposals**, along with other areas that impact consumers), review of the appropriateness of the Company's and other parties' claims pertaining to these matters, and recommend a strategy for initial/rebuttal testimony.
- Review, draft, and provide technical advice, guidance, analysis, and any other additional assistance on testimony, exhibits, workpapers, information requests, responses to information requests and any other relevant documents and data pertaining to issues pertinent to the project Work Plan, and provide technical advice on how to analyze, develop, or enhance preliminary positions and recommendations as requested by UIU.
- If initial and/or rebuttal testimony is needed and depending on the complexity of UIU's positions, Contractor may prepare any initial and/or rebuttal testimony (including exhibits and supporting workpapers), at the discretion of UIU and subject to internal deadlines set by UIU.
- Any changes, revisions, or modifications proposed by the Contractor shall be redlined, computer-generated, and sent to UIU via email. Alternatively, the Contractor may verbally communicate their editing suggestions and comments to UIU during telephone or virtual conference calls with UIU.
- Comply with all rulings adopted by the Administrative Law Judges in the 2026 rate case, including the anticipated Protective Order, as well as sign and abide by the acknowledgement attached to the Protective Order, if applicable.
- Participate in internal conference calls or virtual meetings (Webex or Teams) with UIU on an as-needed basis to present suggestions and technical advice.
- Participate in conference calls with the Company and/or other parties in these cases pertaining to issues set forth in this contract, as requested by UIU.
- Participate in settlement negotiations (e.g., analyze arguments set forth in the testimony of other parties, develop strategies and suggestions for settlement proposals, attend conference call meetings with other parties, assist in the development of settlement proposals and joint proposal, etc.), and assist UIU with the writing and reviewing statements of support/opposition to the joint proposal, as requested by UIU.
- Develop a system or process for managing cost and budget throughout the entire length of the contract. Provide UIU a weekly project plan that details the projected cost of deliverables and includes an explanation for any deviation.

- Provide UIU with project status updates by teleconference upon request by UIU. Monitor the Company's rate case activities and the submissions of other parties in these proceedings by subscribing to the party list in these specific proceedings on the New York Public Service Document and Matter Management system website ("DMM")[6] and opting to receive all filings associated with these proceedings on DMM.
- Perform any additional work deemed necessary by UIU. Costs associated with evidentiary hearings (e.g., assist with preparing for the hearing, assist with preparing for cross examination of parties' witnesses, attend hearings, assist with post-hearing briefs, etc.) are not included in this Agreement.
- Perform all tasks in this Work Plan in adherence to all deadlines as communicated to the Contractor by UIU.

[6] *See New York Public Service Document and Matter Management System link:* DMM Login (Document and Matter Management System) | Department of Public Service (ny.gov)

Appendix C: Payment and Reporting Schedule

This contract is a true cost reimbursement rate-based AGREEMENT. The CONTRACTOR may claim and be reimbursed for eligible project costs in the approved budget categories listed in Appendix B incurred and paid for by the CONTRACTOR. Eligible project costs must be incurred, and goods and services must be received and accepted by the CONTRACTOR within the contract period. The total of such reimbursement shall not exceed the amount specified as "Funding Amount for Contract Term" on the face page hereof and shall be claimed by the CONTRACTOR in accordance with the approved contract.

I. Payment Terms and Conditions

A. Payment requests must be certified by a duly authorized representative of the CONTRACTOR as accurately representing such accomplishments and expenses as recorded in the CONTRACTOR'S accounting records, including where goods or services are provided by third parties not party to this AGREEMENT, a certification that any payment obligations arising from the provision of such goods or services have been paid by the CONTRACTOR and do not duplicate reimbursement or costs and services received from other sources.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the approved Appendix B. Billing vouchers submitted to the STATE must contain all information and supporting documentation required by the AGREEMENT, the STATE and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Secretary of State, in the Secretary's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at (518) 474-6019. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Secretary of State has expressly authorized payment by paper check as set forth above.

D. The CONTRACTOR shall submit to the STATE monthly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit complete and accurate vouchers to the STATE's designated payment office located at the following address:

Gregg Collar, Assistant Director, Utility Intervention Unit
NYS Department of State
1 Commerce Plaza
99 Washington Avenue, Suite 500
Albany, NY 12231

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 30 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

II. Reporting Terms and Conditions

A. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in Appendix B. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

B. The CONTRACTOR shall provide to the STATE project status updates by teleconference on an approximate weekly basis, and upon request by the STATE. The CONTRACTOR will develop and electronically mail an agenda prior to each such teleconference. The CONTRACTOR will prepare a monthly status report covering all project tasks performed during the month. All monthly project status reports are due by 4:00 p.m. on the last business day of the month.

III. Other

A. The DEPARTMENT shall have the right to conduct on-site progress assessments and reviews of the project and CONTRACTOR'S records during the life of the AGREEMENT and for a reasonable time following the issuance of the final payment. The CONTRACTOR shall furnish proper facilities, where necessary or useful, for such access and inspection at the DEPARTMENT'S convenience.

B. The DEPARTMENT shall be entitled to disallow any cost or expense or terminate or suspend this AGREEMENT if found that the CONTRACTOR has misrepresented any expenditure(s) or project activities in the AGREEMENT, or in any progress reports(s) or payment requests made pursuant hereto.

C. The CONTRACTOR is required to keep separate books and records for all funds received and activities conducted under the AGREEMENT, and to make such books and records available for inspection and audit for 6 years following termination of the AGREEMENT.

Appendix D: Notices

1. All notices, other than termination notices, permitted or required hereunder shall be in writing and shall be transmitted either:
   (a) via certified or registered United States mail, return receipt requested;
   (b) by personal delivery; or
   (c) by expedited delivery service.

   Notice of termination shall be by personal delivery or via certified or registered United States mail, return receipt requested, only. Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

   State of New York Department of State
   Name: Paul Olsen, Contract Management Specialist
   Address: One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231
   Telephone Number: (518) 474-2754
   E-Mail Address: paul.olsen@dos.ny.gov

Contractor Name:	
Name of Contact Person:	
Title:	
Address:	
Office Number:	
E-Mail Address:	

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein.

3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/ billing, resolving issues and problems and/or for dispute resolution.

APPENDIX X

Agency Code: **3800000/DOS01** Contract Number Contract # _____
Contract Period: Funding for
Amendment $_____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of State, having its principal office in Albany, New York (hereinafter referred to as the STATE), and _____. (hereinafter referred to as the CONTRACTOR), for modification of contract number noted above, as amended herein and noted below.

Type of contract modification:

☐ Renewal. . . . . Revised total contract value: $
(renewals only)

☐ No Cost Time Extension

☐ Amendment: _____

☐ Attached Appendices:

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE	STATE AGENCY SIGNATURE
By: _____	By:_____
_____ (print name)	_____ (print name)
Title:_____	Title:_____
Date:_____	Date: _____

STATE OF NEW YORK)
COUNTY OF_____) ss:

On this _____ day of _____, in the year 20_____, before me personally appeared _____, to me known and known to me to be the person who is the _____ of _____, the organization described in and which executed the above instrument; and that they have the authority to sign on behalf of said organization; and that they executed the foregoing agreement for and on behalf of said organization.

_____

NOTARY PUBLIC