

NYS ASSEMBLY

REQUEST FOR PROPOSALS

PROFESSIONAL AUDITING SERVICES

New York State Assembly
Contract Management Unit
One Enterprise Drive
Albany, NY 12204
(518) 455 - 4412
April 8, 2019

Table of Contents

| | <u>Page No.</u> |
|---|-----------------|
| 1.0 Purpose & Method of Award | 2 |
| 2.0 Timetable | 2 |
| 3.0 Communication with the Assembly | 2 |
| 4.0 Requirements | 3 |
| 5.0 Additional Bid Form Requirements | 9 |
| 6.0 Bid Evaluation and Method of Award | 10 |
| 7.0 Contract Term, Renewal and Termination | 11 |
| 8.0 Inquiries | 14 |
| 9.0 Submission of Bids | 15 |
| 10.0 Mandatory Paperwork Requirements Prior to Award | 17 |
| 11.0 Standard Terms and Conditions | 18 |
| ATTACHMENTS: | 21 |
| Bid Form 1 | 22 |
| Bid Form 2 | 23 |
| Bid Form 3 | 24 |
| Bid Form 4 | 25 |
| Bidder's Question Form | 26 |
| Internal Control Act | |
| Rules of the Assembly, Rule VII - Guidelines for a System of Internal Controls | |
| 2016 Auditor' Report to the New York State Assembly | |
| Current Per Diem Rates for Albany, New York | |
| Organizational Chart - Department of Administration | |
| Appendix A – Standard Clauses for New York State Contracts | |

1.0 PURPOSE

This Request for Proposals (RFP) is issued to invite interested auditing firms to submit proposals to perform an audit of the Assembly's Internal Controls as required by the New York State Governmental Accountability Audit and Internal Control Act of 1999 (hereinafter referred to as the Internal Control Act).

1.1 Method of Award

State Finance Law Section 163(4)(d) mandates that a contract for services be awarded on the basis of best value which takes into consideration cost as well as technical or non-cost factors.

1.1.1 Technical & Financial Weighted Criteria

Proposals will be evaluated based on weighted criteria that applies values to the technical proposal at 60% (sixty percent) and to the financial proposal at 40% (forty percent).

Please Note: Technical Proposals & Financial Proposals must be submitted separately and apart from each other when submitted by email (see section 4.5).

THE ASSEMBLY WILL ONLY ACCEPT ELECTRONICALLY SUBMITTED BIDS BY EMAIL. SEPARATE EMAILS MUST BE SUBMITTED FOR THE TECHNICAL & FINANCIAL PROPOSALS.

SUBMIT EMAILED BIDS TO: NYASMBIDS@NYASSEMBLY.GOV

2.0 TIMETABLE

| | | |
|------------------------------|-----------|-------------------|
| RFP Issuance: | April 8, | 2019 |
| Deadline for Inquiries: | April 22, | 2019 (5:00pm) |
| Deadline for Bid Submission: | May 13, | 2019 (12:00 noon) |
| Bid Award: | June 3, | 2019 (estimated) |
| Contract Start Date: | July 1, | 2019 (estimated) |

3.0 COMMUNICATION WITH THE ASSEMBLY

State Finance Law sections 139-j and 139-k includes and imposes certain restrictions of communications between the New York State Assembly and an offeror/bidder during the procurement process. This RFP is subject to a restricted contact period that begins with the date of this RFP and ends with the notification of final award. All contact with the NYS Assembly during this restricted contact period must be made through the official contact(s) designated for this procurement. Further information about these requirements can be found in State Finance Law sections 139-j and 139-k.

The official contacts designated for this procurement are:

Rick Hoffmeister
Contract Manager
One Enterprise Drive
Albany, NY 12204
Phone: (518) 455-4412

Patricia Gibson
Director of Procurement
One Enterprise Drive
Albany, NY 12204
Phone: (518) 455-4410

Kathleen Owens
Budget Director
One Enterprise Drive
Albany, NY 12204
Phone (518) 455-4290

John Wellspeak
Director of Administration
One Enterprise Drive
Albany, NY 12204
Phone: (518) 455-4411

Angilena Mauro
Contract Specialist
One Enterprise Drive
Albany, NY 12204
Phone: (518) 455-5640

4.0 REQUIREMENTS

Qualified bidders will submit separate Technical and Financial Proposals to the New York State Assembly, outlining in detail their ability to successfully complete this project.

The project cannot begin until contract approval is received by both the NYS Attorney General and the NYS Comptroller's Office for contracts over a \$50,000.00 approval threshold. This process may take up to four weeks from the time the contract is executed to form by both the Assembly and the Contractor.

4.1 Nature of the Assembly's Control Environment

4.1.1 Background & Overview

Rule VII of the Rules of the Assembly of the State of New York provide guidelines for the system of internal control required by the Internal Control Act.

The Department of Administration of the Assembly is charged with the responsibility for the Assembly's accounting and administrative functions which are centralized in Albany. The Department of Administration is headed by the Director of Administration, who in turn reports directly to the Speaker of the Assembly. Attached is the Organizational Chart for the Department of Administration and includes the organizational structure supporting the essential control areas.

The Director of Administration delegates responsibility to managers and their staff for day to day operations of the organization. The Assembly's Internal Control officer reports to the Budget Director and Director of Administration.

See the attached 2016 Auditor' Report to the New York State Assembly, the Appendix to this Report identifies the Assembly's Significant Control Objectives and Relevant Controls and represents the functional areas within the Assembly which are subject to audit.

The Assembly utilizes the New York State Statewide Financial System (SFS), and the PAYSR payroll system maintained by the Office of the State Comptroller (OSC) for payroll and non-personal service payment processing. The SFS and PAYSR provide data for purposes of statewide financial reporting, as contained in OSC's New York State Comprehensive Annual Financial Report (CAFR) which is subject to an annual independent audit. The Assembly is not required to prepare separate financial statements.

4.1.2 Description of the Assembly's Internal Controls

Documentation supporting the Assembly's internal controls includes the New York State Assembly Administrative Manual, which incorporates by reference a number of policy documents issued under separate cover. The chart of accounts for the Assembly is prescribed by the Office of the State Comptroller (OSC) and used for the state as a whole. A part of the Administrative Manual procedures exist for various functional areas that correspond to the essential control objectives of the Assembly. These areas include:

4.1.2.1 Accounting/Finance

The Assembly's Finance Department is responsible for internal financial reporting, and for processing all payments made on behalf of the Assembly, including travel, contract and accounts payable, as well as payroll. Petty cash accounts are maintained for district office expenses and travel advances. The Assembly electronically transmits voucher information to SFS on a nightly basis. The Payroll Unit receives personnel transactions from the Department of Human Resources on the Assembly's Personnel system. Payroll data is entered into the State's PAYSR (Payroll) system, from which bi-weekly payrolls and payroll checks are generated. The Assembly's receipt of revenue is limited to insignificant amounts related to the sale of recyclable materials, documents, and computer files.

4.1.2.2 Procurement

The procurement function is managed in the Procurement Department which is responsible for commodity purchases and contractual agreements for services and equipment rental and maintenance. The Inventory Management Unit is responsible for conducting periodic physical inventories, receiving, and the management of inventory records.

The Procurement cycle of purchasing, receiving, inventory records management, encumbrance and voucher processing is supported by an integrated system, allowing a number of essential controls over transaction processing to exist as system edits.

4.1.2.3 Human Resources

The Human Resources Department is responsible for documenting personnel transactions including hiring new employees, and transfers and other changes for current employees. The Personnel Office within the department maintains personnel files and job descriptions. Personnel transaction records are integrated between the personnel and payroll functions. Human Resources receives applications for employment and resumes, conducts interviews and referrals, and coordinates the Assembly's mandatory training programs. The Benefits Unit administers health insurance, life insurance and other benefit programs available to Assembly employees. The Time and Attendance Unit processes employee time and attendance records.

Many of the Human Resources functions are automated, such as personnel processing and time and attendance. For benefits administration, many of the requirements are based upon policies promulgated by the New York State Department of Civil Service.

4.1.2.4 Office Automation and Data Processing

Computer systems used by administrative departments are managed by the Centralized Data Processing Unit of the Department of Office Automation and Data Processing. This unit consists of an applications section (programming), systems (system analysis and maintenance) and operations. Many of the Assembly's administrative computer applications are run on an IBM mainframe, using the z/OS operating system, and DB2 database software. Security is controlled via RACF software.

4.2 Scope of Services/Project Objectives

The purpose of this audit is to fulfill the Assembly's audit requirement pursuant to the requirements of the New York State Governmental Accountability, Audit and Internal Control Act (referred to as the Internal Control Act) (NYS Legislative Law, section 92). The Assembly seeks to select an independent certified public accountant to audit the Assembly's internal controls in accordance with generally accepted governmental audit standards (GAGAS), and to report the auditor's opinion regarding Assembly management's assertion that the New York State Assembly's internal controls maintained during the period of audit, are adequate to meet the objectives of internal control as defined in the Internal Control Act. The period to be audited during the initial term of the contract awarded is July 1, 2019 through September 30, 2019.

4.3 Required Deliverables

A contract with the Assembly will include the deliverables listed below.

4.3.1 Audit Plan

Working from the Assembly's schedule of essential control objectives, prepare an audit plan for the scope of services identified in section 4.2. Provide the Assembly with a schedule of the work to be done to accomplish the Audit Plan. The Budget Director will act as the designee for the Director of Administration for purposes of coordinating the audit.

Audit Schedule Due: On or about September 6, 2019.

4.3.2 Field Work

Complete field work for the scope of services identified in section 4.2.

Field Work Completion By: On or about October 31, 2019. Audit Activity will take place primarily at One Enterprise Drive Albany, New York 12204 and the Legislative Office Building (LOB) State Street, Albany, NY 12248. If mutually agreed, auditors may do their analysis work offsite.

4.3.3 Progress Meetings

At the Assembly's request, the auditor and the Assembly's Budget Director will meet periodically at mutually convenient times to review audit progress and preliminary findings. At a minimum, such meetings will take place at the start and at the conclusion of field work and at the time of submission of the draft audit report.

4.3.4 Draft Report

Prepare, for the Assembly's review, a draft audit report. It is anticipated that the audit report will follow the format of prior Assembly audit reports. Refer to the attached 2016 Auditor' Report to the New York State Assembly. The Assembly will review the draft report expeditiously, and the auditor should be available for meetings as may be necessary to this review.

If the draft report includes findings, each finding should contain sufficient information for Assembly management to initiate timely corrective action where necessary. Non-significant or immaterial findings should be excluded from the draft report, but should be communicated to the Director of Administration through a separate letter.

Draft Report Due: On or about November 15, 2019.

4.3.5 Final Report

Upon resolution of all open issues, deliver the final signed audit reports to:

Carl Heastie, Speaker
New York State Assembly
Legislative Office Building Room 932 Albany, NY 12248

Final Report Due: December 13, 2019.

4.4 Administrative Matters

4.4.1 Assembly Staff Assistance Available

The Director of Administration, staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. Initial staff contacts will be coordinated through the Assembly's Budget Director.

4.4.2 Computer/Data Resources

If any requirements are anticipated, the firm shall so state within the Technical Proposal.

4.4.3 Work Area

Reasonable requests for work space, reproduction and printing capabilities, will be provided for the firm's use at the Assembly during the audit engagement.

4.4.4 Supervision of the Contract

The Assembly will assign a project manager to supervise this contract.

4.5 Technical Proposal & Financial Proposal (Cost Bid)

The Technical Proposal together with Bid Forms 2, 3 and 4 must be submitted separately from the Financial Proposal - Bid Form 1.

4.5.1 Technical Proposal Content

There must be no dollar amounts for any costs included in the Technical Section. The Technical Section should address all the points outlined in the RFP except cost information which should be included only on the Financial Proposal – Bid Form 1. The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the proposer to undertake the assignment and fulfill the requirements of this RFP. As such, the substance of the proposal will carry far more weight than its form or manner of presentation. The technical proposal should demonstrate the qualifications of the vendor and of the particular staff to provide the required services. The proposal should be prepared simply and economically, providing a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the subjects set forth below must be included. The Assembly may reject a proposal that varies from this required format. All proposals and accompanying documentation become the property of the Assembly and will not be returned.

4.5.1.1 Detailed Technical Proposal

4.5.1.2 License to Practice in New York State

Provide an affirmative statement regarding the NYS CPA licensure status of the professional staff assigned to the engagement.

4.5.1.3 Firm Qualifications and Experiences

State the size of the firm's governmental staff, the location of the office, from which the work on this engagement is to be accomplished, and the names and titles of the professional staff to be assigned to this engagement.

4.5.1.4 Assigned Staff Qualifications and Experience

Identify the individual staff to be assigned to the engagement and list the governmental audit experience of each person. Collectively, the team assigned to the audit must be qualified to provide an opinion on the Assembly's internal controls as defined in the Internal Control Act. Submit resumes for each assigned staff.

Indicate how the staff continuity and competency level over the term of the contract will be assured. Provide assurances that any substitutions in staff during the engagement will only be made after notification to and approval of the Budget Director.

4.5.1.5 Prior Governmental Audit Engagements

List separately, in the order of total staff hours, governmental audit engagements with New York State entities that occurred within the last five years, as follows:

- Name of the Governmental Entity
- Date of audit engagement
- Type and scope of audit engagement
- Total hours of the audit engagement
- In-Charge staff assigned
- Location of the firm's office that performed the audit
- Client contact name and current phone number or e-mail for reference check

4.5.1.6 Specific Audit Approach

The proposal submitted should set forth the firm's anticipated approach to performing the services required by the Assembly. Refer specifically to the deliverables as set forth in section 4.5.1.8. Provide an affirmative statement indicating that the audit shall be performed by an independent certified public accountant in accordance with generally accepted governmental audit standards (GAGAS): Identify specifically the audit standards that apply to the engagement.

4.5.1.7 Identification of Concerns or Problem Areas Anticipated

Identify and describe any potential concerns or problem areas based on the firm's understanding of the Assembly's prior audit report or description of the Assembly's control environment. Identify the firm's anticipated approach to such issues.

4.5.1.8 Deliverables

Include the list of deliverables identified in section 4.3.3 Required Deliverables, and a statement about the firm's ability and commitment to providing these services and meeting the deadlines presented in this RFP.

4.5.1.9 Quality Assurance

Describe how the firm's quality assurance program will be applied to the audit engagement.

4.5.1.10 Form of Report to be Provided

Provide a sample of the form of report that is anticipated to be issued for this audit engagement.

4.5.1.11 Staff Hours

Provide a schedule showing projected hours by title of staff assigned for each deliverable and/or for each major segment of the engagement.

4.5.1.12 Use of Subcontractors

If the firm proposes to use subcontractors for any part of the work, provide a letter from each proposed subcontractor(s) containing the following information:

- Signed statement indicating that the subcontractor understands the scope of the engagement as described herein, and is capable of fulfilling the requirements of the engagement as assigned by the firm signing the Proposal.
- Statement of the name, title, address and telephone number of the person authorized to make representations for and bind the firm if other than the individual signing the statement described above.
- Statement describing the size of the firm's governmental staff, the location of the office, from which the work on this engagement is to be accomplished, and the names and titles of the professional staff to be assigned to this engagement.

Failure of the firm to submit the required subcontractor letter(s) with the firm's proposal may be cause for rejection of the proposal. Subcontracting after a contract award has been made will require the advance written consent of the Assembly.

4.5.1.13 Title Page

Title page showing the RFP subject; the proposer's name, address, and telephone number of the firm's contact person; and the date of the proposal.

4.5.1.14 Cover Letter

Letter of transmittal briefly stating the proposer's understanding of the work to be done and willingness and ability of the proposer to enter a contractual agreement containing the requirements as identified in this RFP. The cover letter must include a statement as to the number of days that the proposal will remain in effect (minimum of 90 days). State the names, titles, addresses and telephone numbers of the persons authorized to make representations for the firm and to bind the firm if other than the contact person identified on the title page.

4.5.1.15 Qualifications & Project Proposal

- Provide a narrative description of the company's qualifications and the qualifications of the individual to be assigned to perform the work.
- Indicate the number of years of relevant experience in performing similar assignments.

- Address all elements listed in section 4.2 Scope of Services (above).

4.5.1.16 Technical Proposal Bid Forms

Bid Forms 2, 3 and 4 must be signed by an authorized representative of the company and dated. Failure to complete and submit all forms will result in the Assembly declaring your proposal non-compliant.

4.5.1.17 Proposer Appendices

The proposer may also include any additional information in this section which is not specifically required by the RFP, but which in the proposer's opinion will serve to clarify or enhance the proposer's proposal. Advertising brochure's, and trade journal articles do not qualify.

4.6 Financial Proposal/Bid Form 1

The Financial Proposal (Cost Bid) consists of completing Bid Form 1, part A and B. The Total of the Cost Proposal represents a not-to-exceed, all-inclusive and firm cost for conducting all services required to accomplish the audit engagement pursuant to the requirements of the Internal Control Act, which requires the Assembly's internal controls to be reviewed in accordance with generally accepted governmental audit standards (GAGAS), and to include a report stating the auditor's opinion regarding Assembly management's assertion that the New York State Assembly's internal accounting and administrative controls maintained during the period July 1, 2019 through September 30, 2019, are adequate to meet the objectives of internal control, as defined in the Internal Control Act. The State will not be responsible for expenses incurred in preparing and submitting the proposal, and such costs should not be included in the proposal. Prior to award, the vendor must provide detailed breakdown for travel costs in accordance with the not-to-exceed rates authorized by the NYS Office of the Comptroller (OSC):

<https://www.osc.state.ny.us/agencies/travel/manual.pdf>

Expenses for parking fees/parking tickets and Rental Vehicle shall not be paid by the Assembly, unless the Rental Vehicle can be justified as the most cost-effective mode of transportation.

4.7 Technical & Financial Weighted Criteria

Proposals will be evaluated based on weighted criteria that value the technical proposal at 60% (sixty percent) and the financial proposal at 40% (forty percent).

5.0 ADDITIONAL BID FORM REQUIREMENTS

Bid Forms 2, 3 and 4 must be submitted together with the Technical Proposal.

5.1 Statement of Experience

Bid Form 2 requires bidders to provide a statement of their experience in providing similar services. Bidders must provide references, and be prepared to otherwise demonstrate, to the satisfaction of the Assembly, a level of experience commensurate with the level of services to be provided. The Assembly reserves the right to investigate the qualifications of all vendors.

5.2 Subcontractors

Bid Form 2 requires bidders to provide the names and work to be performed by any subcontractors, if applicable.

5.3 Findings of Non-Responsibility

Bid Form 2 requires bidders to provide a list and fully explain any findings of non-responsibility within the past four (4) years by any government entity, including but not limited to (i) impermissible contacts or other

violations of State Finance Law sections 139-j and 139-k and (ii) the intentional provision of false or incomplete information to a governmental entity.

5.4 Employees of Firm Employed by NYS

Bid Form 3 requires bidders to provide names of Officers, Directors, or key employees of the firm who are employed by New York State.

5.5 Employees Who Earn Percentage of Firm's Business

Bid Form 3 requires bidders to provide name(s) of State Employees who directly own interest of ten percent or more of the firm's business.

5.6 Professional Relationship

Bid Form 3 requires bidders to provide a list and fully explain firm's professional relationships (not disclosed elsewhere within the firm's proposal) involving the State or any of its agencies for the past five (5) years

5.7 Potential Conflicts of Interest

Bid Form 3 requires bidders provide a list and fully explain any other potential conflicts of interest.

5.8 Certification of Bid Offer

Bid Form 4 requires bidders to affirm they have provided offers independently and without collusion, consultation, nor having restricted competition. That the prices offered have not been disclosed to any other bidder or competitor. Bidders affirm compliance with New York State Finance Law sections 139-j, 139-k, and 165-a.

5.8.1 Bidder also affirms compliance with State Finance Law section 139-l which requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.

6.0 BID EVALUATION AND METHOD OF AWARD

Award will be made on the basis of Best Value, which optimizes quality, cost and efficiency.

6.1 Proposal Evaluation

Evaluation of proposals will consist of an analysis by an evaluation committee of non-cost elements contained within the Technical Proposals against established criteria, and a separate comparative analysis of the Financial Proposal (Cost Bids) which includes project cost and travel cost combined, and a formula to convert the Technical and Financial proposals into a numeric score wherein the Technical Proposal has a maximum value of 60 points and the Financial Proposal has a maximum value of 40 points.

6.2 Technical Proposal Evaluation Committee

The Assembly will assign the review of Technical Proposals to an Evaluation Committee, which will evaluate the proposal in accordance with the evaluation criteria. The Assembly reserves the right to reject any and all proposals submitted and to request additional information from all proposers. Proposals that contain omissions, erasure, alterations, or contain irregularities of any kind, may be rejected as informal. Vendors whose proposals are not accepted will be notified in writing. During the evaluation, all or selected proposers may be requested to present supplemental information. The supplemental information must be

submitted in writing by the proposer and will become part of the bidder's proposal. The Assembly reserves the right to request a meeting with any bidder if necessary.

The evaluation of Technical Proposals will include, but not be limited to:

- Qualifications of the firm
- Relevant experience
- Past performance
- References
- Technical capabilities
- Approach to the audit
- Understanding of the scope of the audit
- Staffing plan
- Staff interviews, if interviews are requested by the Assembly
- Cost as a weighted factor

6.2.3 Oral Presentations

During the evaluation process, the Assembly may, at its sole discretion, request any one or all firms to make oral presentations. Such presentations shall provide firms with an opportunity to address any questions that the Assembly may have. Not all firms may be asked to make oral presentations.

6.2.4 Final Selection

All respondents will be notified in writing of the final decision on auditor selection. The successful firm will be advised by the Assembly through a Letter of Intent, and will be contingent upon the successful negotiation of a contractual agreement between the Assembly and the firm. The RFP and the successful firm's proposal, including all written clarifications thereto, shall be part of the final contract.

7.0 CONTRACT TERM, RENEWAL AND TERMINATION

The initial term of the contract awarded pursuant to the evaluation of responses to this RFP shall be for an initial period of three (3) years. The contract may be renewed for one, three (3) year period at the sole option of the Assembly for the purpose of conducting a second audit. The option to renew the contract shall be exercised by written notice from the Assembly to the Contractor no later than thirty (30) days prior to the expiration of the initial term of the agreement. The project cannot begin until contract approval is received by both the NYS Attorney General and the NYS Comptroller's Office for contracts over a \$50,000.00 approval threshold. This process may take up to four weeks from the time the contract is executed to form by both the Assembly and the Contractor. In addition, any contract renewal or amendment may be subject to procedural approval by the Attorney General and the Office of the State Comptroller. Notification of the awards is scheduled to be made in accordance with the timetable noted herein.

The Assembly reserves the right to cancel the complete contract or any part thereof, at any time, by giving the vendor thirty (30) days written notification.

The NYS Assembly reserves the right to terminate this contract if it found that the certification provided by the offerer/bidder in accordance with NYS Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the NYS Assembly may exercise its termination right by providing written notification to the contractor. The performance of work under this contract may be terminated, in whole or from time to time in part, by the Assembly whenever for any reason the Assembly shall determine that such

termination is in its best interest. Termination of work hereunder shall be effected by delivery to the Contracting Auditor of a Notice of Termination specifying the extent to which performance or work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of the Notice of Termination, the Contracting Auditor shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the Notice.

The Contracting Auditor shall submit its termination claim to the Assembly promptly after receipt of a Notice of Termination, but in no event later than thirty days from the effective date thereof, unless one or more extensions in writing are granted by the Assembly upon written request of the Contracting Auditor to submit its termination claim within the time allowed, the Assembly may determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to the Contracting Auditor the amount so determined.

If the termination is brought about as a result of unsatisfactory performance on the part of the Contracting Auditor, the value of the work performed by the Contracting Auditor prior to termination shall be established by the Assembly.

The Contracting Auditor agrees to transfer title to the Assembly and deliver in the manner, at the time, and to the extent, if any, directed by the Assembly, such information and items which, if the contract had been completed, would have been required to be furnished to the Assembly.

7.1 Work Paper Retention and Availability

The Assembly or its authorized representative, and other State agencies authorized by State law, shall have access to and the right to examine the books, documents, papers, or records of the Contracting Auditor relating to the contract during the progress of the services to be performed by the Contractor and for a period of six years after final payment under the contract. The Contracting Auditor shall make all records available within New York State.

The work papers prepared by the Contracting Auditor during this review are its own property, although copies thereof and access to them shall be made available to the Assembly upon request. The Contracting Auditor shall cooperate with other independent auditors conducting audits of the Assembly's records and with any subsequent auditors for the examination of the Assembly's financial statements upon the specific written request of the Assembly for a period of six years after final payment under the contract. The Assembly reserves the right to extend this retention period beyond six years by so notifying the Contracting Auditor in writing.

The Contracting Auditor agrees to make personnel available to furnish adequate explanation of all data, materials, and working papers developed during the projects at any reasonable time during the period of six years following the date of the final report delivered to the Assembly. Reasonable time is defined to be during normal New York State business hours and should not exceed 40 hours. Any additional agreed upon time as authorized by the Assembly shall be billed by the Contracting Auditor using the rates set forth in Bid Form 1.

7.2 Reports and Findings

Any and all reports and findings rendered to the Assembly by Contracting Auditor shall be the exclusive property of the Assembly and subject to its exclusive use and control. The Contracting Auditor herewith waives any and all rights to such reports and findings and the control thereof.

The Contracting Auditor shall take all appropriate action to protect the confidentiality of all information supplied to it or developed by it during the course of its performance of the terms of the contract.

7.3 Bond Requirement

The Assembly may require a Performance Bond, in such amount as the Assembly shall prescribe, for the faithful performance of contract, from the Contracting Auditor or approved subcontractor.

7.4 Contracting Auditor's Liability

The Contracting Auditor shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the Contracting Auditor, its sub-contractors, agents or employees, in the performance of its service under the contract. Further, it is expressly understood that the Contracting Auditor shall indemnify and save harmless the Assembly from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the Contracting Auditor under the contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service; within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the Contracting Auditor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work, Nothing in the contract shall create or give to third parties any claim or right of action against the Contracting Auditor or the Assembly beyond such as may legally exist irrespective of this Article or this Agreement

7.5 Disputes and Dissatisfaction

In the event the Assembly or the Contracting Auditor is dissatisfied with the other's performance under the contract, either party must notify the other in writing. The other party may then make every good faith effort to solve the problem or settle the dispute amicably, including meeting with a party's representatives to attempt diligently to reach a satisfactory result.

7.6 Notices

All notices, demands, instructions, claims, approvals and disapprovals required to be given to either party hereto shall be deemed to have been given properly if sent by registered mail addressed to the party at the addresses hereinbefore set forth or to such other address as either party shall have notified the other in writing to be the proper mailing address.

7.7 Waiver, Modification, Execution, or Severability

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

7.7.1 The written contract shall contain the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties.

7.7.2 The parties hereto shall execute such other and further documents as may be required to effectuate the terms of the contract.

7.7.3 The terms, clauses and provisions of the contract are intended to be severable, and the unconstitutionality, illegality or unconscionability of any terms clause or provision shall in no way effect the enforcement of any other term, clause or provision.

7.8 General Provisions

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

With respect to any contract or employment as an independent contractor or employee of New York State, or any New York public corporation as defined in Section -six of the New York State General Construction Law, or any agency or department of either, pursuant to the terms of any other present or future Agreement, express, implied, entered into with such entity; if any, the Contracting Auditor hereby covenants and represents that there is no conflict as to hours required to be worked or duties required to be performed pursuant to the terms of this proposal and the aforesaid contract or employment.

The Assembly may, at any time, by written notice, make changes in or additions to work or services within the general scope of this contract. If any such change or addition causes an increase or decrease in the cost of, or in the time required for, performance of this contract, an equitable adjustment shall be made in the price using the billing rates set forth in Bid Form 1, or time of performance, or both, and the Contracting Auditor shall be notified in writing accordingly. Any claim by the Contracting Auditor for adjustment under this clause must be asserted within thirty days from the date of receipt by the Contracting Auditor of the notification of change; provided however, that the Assembly, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time. Nothing in this clause shall excuse the Contracting Auditor from proceeding with this contract as modified.

If the Contracting Auditor is unable to complete the deliverable within the proposed hours and cost, to the acceptance standards agreed to prior to work beginning, the Contracting Auditor must absorb all additional costs associated with completing that deliverable to acceptable standards.

8.0 INQUIRIES

8.1 Submit all inquiries in writing using the "Bidder's Question Form" included in the Attachments. Submit the form by email to: NYASMBIDS@NYASSEMBLY.GOV

The replies to any inquiries will be communicated by Addendum, when deemed necessary, to all solicited vendors. Pre-bid inquiries answered by means other than Addenda will not be binding.

8.2 **Inquiry Deadline: April 22, 2019 (5:00pm)**

8.3 Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be mailed or delivered to each bidder. Any addendum issued during the time of bidding shall be incorporated as part of this RFP as well as the subsequent award.

8.4 Any verbal information obtained from or statements made by representatives of the New York State Assembly at the time of examination of the documents or site shall not be construed as in any way amending the project or documents. Only such corrections or addenda as issued in writing to all Bidders shall be binding. The New York State Assembly will not be responsible for verbal instructions. Pre-bid inquiries answered by means other than Addenda will not be binding.

9.0 SUBMISSION OF BIDS

9.1 Bid Form 1: Section A Project Cost

The cost quoted on Bid Form 1, Section A shall cover a total not-to-exceed, all-inclusive and firm cost for conducting all services required to accomplish the audit engagement pursuant to the requirements of the Internal Control Act, which requires the Assembly's internal controls to be reviewed in accordance with generally accepted governmental audit standards (GAGAS), and to include a report stating the auditor's opinion regarding Assembly management's assertion that the New York State Assembly's internal accounting and administrative controls maintained during the period July 1, 2019 through September 30, 2019, are adequate to meet the objectives of internal control, as defined in the Internal Control Act. Bid Form 1, Section A must indicate the total number of hours, and hourly billing rates by classification of personnel. The State will not be responsible for expenses incurred in preparing and submitting the proposal, and such costs should not be included in the proposal.

9.2 Bid Form 1: Section B Travel Procedures

The cost quoted on Bid Form 1, Section B shall cover the cost of consultant travel to complete the project. Prior to award, the vendor must submit a detailed breakdown for travel costs in accordance with the not-to-exceed rates authorized by the NYS Office of the Comptroller. Reimbursement for consultant travel and meal/lodging expenses is subject to the same limitations that apply to the New York State employees. Pre-approved travel, meals or lodging expenses shall be reimbursed in accordance with the not-to-exceed rates authorized by the NYS office of the State Comptroller (OSC):

<https://www.osc.state.ny.us/agencies/travel/manual.pdf>

Expenses for parking fees/parking tickets and Rental Vehicle shall not be paid by the Assembly, unless the Rental Vehicle can be justified as the most cost-effective mode of transportation.

9.3 Prepare and submit all Bid Forms on the official forms furnished by the New York State Assembly. Submit the Technical Proposals **and** Bid Forms 2, 3 and 4 in accordance with the format delineated herein. On Bid Form 1 enter all amount numerals in whole dollar amounts. Make no erasures, cross-outs, whiteouts, write-overs, obliterations, or changes of any kind in the Bid Form phraseology, in the entry of unit prices, or anywhere on the Bid Form. Fill in all blank spaces legibly. An illegible entry may disqualify the bid in its entirety. If a mistake is made, use a new Bid Form. No post bid meetings will be afforded to any bidder to explain or clarify illegible or changed entries.

9.4 The bid shall be made in the name of the company, or individual under whom business is conducted.

Send the Separate emails to: NYASMBIDS@NYASSEMBLY.GOV

Two (2) Separate emails must be sent and the subject lines should be labeled:

(#1) TECHNICAL BID – NYS ASSEMBLY PROFESSIONAL AUDITING SERVICES – 4/8/19
(include technical proposal and Bid Forms 2, 3 and 4)

(#2) FINANCIAL BID – NYS ASSEMBLY PROFESSIONAL AUDITING SERVICES – 4/8/19
(include Bid Form 1 ONLY)

*** Please be advised, upon BID award, the NYS Assembly will require the winning vendor to provide four (4) originally signed BID Forms 1, 2, 3 and 4.**

9.5 **Bid Deadline:** May 13, 2019 no later than 12:00 noon

9.6 **Bid Terms**

9.6.1 Submission of a bid indicates acceptance of all the conditions outlined in this RFP. The Assembly will not consider late bids, telephone bids, or faxed bids. All blank spaces in the bid form must be filled in as noted and no changes are acceptable in the phraseology of the bid. Bids that are illegible or that contain any omissions, erasures or alterations may be rejected. A late bid is not eligible for consideration, and will be returned unopened with notification of the reason for its refusal.

9.6.2 The Assembly reserves the right to cancel all or part of this project, and right to evaluate and reject any or all bids; and to waive technicalities, irregularities, and omissions. The Assembly may also solicit new proposals if the best interest of the State will be served.

9.6.3 The bid proposal must remain in effect for at least ninety (90) days following the final date for submission of bids. Unsuccessful bidders may contact the New York State Assembly in order to request a debriefing as to the reasons why the proposal or bid submitted by the bidder was unsuccessful. Requests shall be made in writing within 30 days of notification that bidder was unsuccessful. These debriefings will be scheduled at a date and time convenient to both the Assembly and the bidders concerned after a contract has been executed.

9.7 **Assembly's Prerogatives**

The Assembly reserves the right to:

- Reject any and all proposals received.
- Waive or modify minor irregularities in proposals received, after notification of the proposer.
- Adjust or correct cost or cost figures with the concurrence of the proposer, if errors exist.
- Utilize any and all ideas submitted in the bids unless those ideas are covered by legal patents or proprietary rights.
- Adapt all or any part of a bidder's proposal.
- Negotiate with the proposers responding to serve the best interest of the Assembly, provided proposal prices are not increased.

- Begin contract negotiations with another proposer if the Assembly is unsuccessful in negotiating a contract with the originally selected proposer.
- Amend the specifications after release.
- Select and award the contract to other than the lowest cost proposer.
- Change any of the schedule dates.

9.8 Security of Proposal

The proposer and the Assembly agree that all information communicated to it by the other, before the effective date of the contract, shall be received in strict confidence, shall be used for the contract, and that no such information shall be unnecessarily disclosed by the recipient party except as required by Federal or State law. Upon signing of the contract by all parties, all terms of the contract become available to the public.

10.0 MANDATORY PAPERWORK REQUIREMENTS PRIOR TO BID AWARD

Prior to the final bid award, the apparent successful bidder must provide the following documentation. Failure to do so will preclude the bid award.

10.1 Proof of Workers' Compensation Coverage and Disability Benefits Coverage

The provisions of Workers' Compensation Law require proof of New York State Worker's Compensation Coverage (Form C105.2, U-26.3, SI-12, GSI-105.2 or CE-200) and New York State Disability Benefits Coverage (Form DB-120.1, DB-155 or CE-200).

Please note that ACORD forms are not acceptable proof of coverage

10.2 Acknowledgement of Standard New York State Clauses

Standard Clauses for New York State Contracts, referred to as Appendix A, is included as an Attachment to this RFP. Appendix A shall be made a part of the final contract and all parties shall agree to be bound by the terms and conditions thereof. The successful bidder will sign the final page of Appendix A as an acknowledgement of the terms and conditions therein.

10.3 Tax Forms

Section 5-a of the Tax Law requires certain contractors, prior to approval of contracts valued at more than \$100,000.00 to certify to the Tax Department that they are registered to collect New York State and local sales. If applicable, successful bidders are required to complete two certifications, Forms ST-220-CA and ST-220-TD. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor of such contractor exceeding such sales threshold during a specific period is registered to collect New York State and local sales and compensation use taxes. Contractors must also certify to the procuring state entity (New York State Assembly) that they filed the certification with the Tax Department and that it is correct and complete.

10.4 Vendor Responsibility Questionnaire – if Applicable

Article XI, §163 requires award of contracts for commodities or services to a responsible vendor. Vendors selected or being considered for a contract award valued at \$100,000.00 or more over the term of the agreement are required to disclose relevant information to allow the Assembly to conduct a vendor responsibility review. If applicable, successful bidders will be required to submit a Vendor Responsibility Questionnaire.

10.5 FORM A: New York State Consultant Services/Contractor's Planned Employment

Contractors selected for award on the basis of a procurement issued by the Assembly (Request for Proposals, Request for Quotations, Mini-Bid, or Invitation for Bids) must complete Form A, State Consultant Services – Contractor's Planned Employment from Contract Start Date through the End of the Contract Term upon notification of award. The completed Form A must include information for all employees that will be providing services under the contract, whether employed by the contractor or by a subcontractor.

11.0 STANDARD TERMS AND CONDITIONS

The following standard terms are applicable to all Assembly bids.

11.1 Save Harmless Clause

The contractor shall agree and stipulate that it will assume all risk of liability in the performance of services to be provided under this bid proposal and that they will be solely responsible and liable for damages resulting from all accidents and injuries to person(s) or property; and shall agree to indemnify, keep and hold harmless the State of New York, its officers and employees for any and all claims for service performed under this proposal, including negligence, active or passive, and wrongful or improper conduct of the contractor, its agents, subcontractors or employees.

11.2 Confidentiality Clause

Contractor shall take all appropriate action to protect the confidentiality of all information supplied to it or developed by it during the course of its performance of the Services under the terms of this Agreement ("Confidential Information"). Contractor shall hold Confidential Information confidential to the maximum extent permitted by law. Contractor shall safeguard Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices and procedures that Contractor uses to maintain its own confidential information. Upon the written request of the Assembly, Contractor shall return all written Confidential Information to the Assembly. Any and all reports and findings rendered to the Assembly by Contractor shall be the exclusive property of the Assembly and subject to the Assembly's exclusive use and control. Contractor hereby waives any and all rights to such reports and findings and control thereof. Contractor shall make no statement to the public or to anyone other than the Assembly, unless required to do so by law, regarding its performance of the Services under the terms of this Agreement, unless the Assembly has specifically provided written permission for the release of such statement.

11.3 Participation of Minority and Women Owned Business Enterprises

The Assembly of the State of New York recognizes the need to take affirmative action to ensure that Minority and Women Owned Business Enterprises are given the opportunity to participate in the performance of State of New York contracts. Accordingly, it is the policy of the State of New York to foster and promote the development of Minority and Women Owned Business Enterprises. The contractor, by bidding on this proposal, acknowledges an understanding of this policy, and is encouraged to assist the Assembly in the implementation of this policy by taking appropriate steps in situations under its direct control. The contractor pledges to make a good faith effort in soliciting and obtaining the participation of minority and women employees and certified Minority and Women Owned Enterprises (MWBE) on this project, and to use every good faith effort to provide for meaningful participation by MWBEs in the work required to be performed. Note: a directory of minority and women-owned business enterprises is available on-line: www.empire.state.ny.us/MWBE.html

11.4 Tax Provisions

This project is exempt from sales tax. Purchases made by the State of New York are not subject to state or local sales taxes or federal excise taxes. The official State of New York Purchase Order or Voucher for materials, equipment and supplies is sufficient evidence to qualify the transaction exempt from sales tax under section 1116(a)(1) of the Tax Law. In addition, contractors' purchases on behalf of this project may be tax exempt. Information about tax exemption and form ST-120.1 can be obtained at:

www.tax.ny.gov

11.5 Prior Performance

No bid will be accepted from or contract entered into with any entity that is in arrears to the State of New York, upon debt or contract, or who is in default as surety or otherwise upon any obligation to the said State of New York, nor shall a bid be accepted or contract entered into with any vendor whose performance of any previous work was unsatisfactory.

11.6 Subcontractors

If the bidder plans on utilizing subcontractors for a portion of the work to be performed, such subcontractors must be clearly stated in the bid response, including the subcontractor's name and the work to be performed by the subcontractor.

The Assembly reserves the right to disapprove the use of any proposed subcontractor. In such an event, the bidder shall submit the name of another subcontractor in like manner within the time specified by the Assembly. The bidder shall have and will make no claim for compensation if the Assembly disapproves any proposed subcontractor. The Assembly reserves the right to reject any bid if the names of proposed subcontractors, or additional subcontract information, are not submitted as required.

11.7 Incorporation of Terms

All documents comprising this RFP shall be incorporated into the contract awarded by the Assembly pursuant to this solicitation. Should a conflict between the terms and conditions set forth in any part of this document be found, the following order of priority of documents shall govern:

1. Appendix A – Standard Clauses for all NYS Contract
2. Assembly Request for Proposals

11.8 Payment

Payment shall be made on the basis of itemized invoices submitted by the vendor to the New York State Assembly Finance Department. Submit all invoices to NYS Assembly, Accounts Payable, One Enterprise Drive, Albany, New York 12204. Invoice will detail hours worked during the period, by classification of personnel consistent with the Bid Form 1 submitted with the firm's Cost Proposal. Billing will cover a period of not less than a calendar month.

11.9 Failure to Comply

Should the successful bidder be unable to perform in accordance with the response time set forth in this document, the Assembly shall have the right to seek and utilize the emergency services of an alternate vendor and shall be entitled to a credit from the successful bidder equal to the charges and costs incurred by the Assembly for such service.

11.10 Labor

The Contractor shall comply with the Laws of the State of New York, including the Labor Law.

11.11 Contractor to Give Personal Attention

The successful proposer shall give constant personal attention to the work while it is in progress or shall place it under the charge of a competent and reliable manager, who shall have authority to act for the Contractor and who shall be acceptable to the Assembly. The Contractor shall, at all times, employ labor and equipment which shall be sufficient to prosecute the work to full completion in the manner and time specified. All personnel must have sufficient skill and experience to properly perform the work assigned them. All personnel engaged in special work shall have had sufficient experience in such work to properly and satisfactorily perform it. Any person employed by the Contractor whom the Assembly may deem incompetent or unfit to perform the work shall be at once removed from the work and shall not again be employed on any work associated with the contract.

11.12 Indemnity/Insurance

The Contractor must agree to indemnify and hold harmless the Assembly and the State of New York from any and all liability which may arise out of the Contractor's performance of services under the contract. In addition, the Contractor shall carry or require that there be Workers' Compensation Insurance for all his/ her employees and those of his/her subcontractors engaged in work at the Assembly, in accordance with State Workers' Compensation Laws. In addition the contractor shall maintain public liability insurance.

11.13 Extra/Changes in the Work

If the Contracting Auditor is of the opinion that any work it has been directed to perform is beyond the scope of the contract and constitutes extra work, the Contracting Auditor shall promptly notify the Assembly, in writing, of this fact prior to beginning any of the work. The Assembly shall be the sole judge as to whether or not such work is in fact beyond the scope of the contract and constitutes extra work. In the event that the Assembly determines that such work does constitute extra work, using the billing rates set forth in the Bid Form 1, it shall provide extra compensation to the Contracting Auditor in a fair and equitable manner. If necessary, an addendum shall be prepared to the contract between the Assembly and the Contracting Auditor.

In the event of any claims being made or any actions being brought in connection with the contract, the Contracting Auditor agrees to render to the Assembly all assistance required by the Assembly. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner using the billing rates set forth in the Schedule of Professional Fees and Expenses. In all cases provided for in the contract for the additional services above described, the Assembly's directions shall be exercised by the issuance of an addendum to the contract, if necessary.

ATTACHMENTS

* Please be advised, upon BID award, the NYS Assembly will require the winning vendor to provide four (4) originally signed BID Forms 1, 2, 3 and 4 .

FINANCIAL PROPOSAL – BID FORM 1
New York State Assembly Request for Proposals (RFP)
NYS ASSEMBLY PROFESSIONAL AUDITING SERVICES

COMPANY NAME: _____

The undersigned hereby certifies that he/she has examined and fully understands the requirements and intent of the Request for Proposal issued for Professional Auditing Services for the New York State Assembly, and proposes to furnish all labor, materials and equipment necessary to provide the services as required.

| Staff Title | Hourly Rate | Total Hours | Total Costs |
|-------------|-------------|-------------|-------------|
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| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

(A) Total Project Cost (Not to Exceed): \$ _____

*Do not include travel.

See section: 9.1

(B) Travel Costs (Not to Exceed): \$ _____

Prior to award, vendor must submit a detailed breakdown for travel costs in accordance with the not to exceed rates authorized by the NYS Office of the Comptroller. See section: 9.2

Please refer to this link: <https://www.osc.state.ny.us/agencies/travel/manual.pdf>

Total Cost A and B: \$ _____

Proposal submitted by:

 AUTHORIZED SIGNATURE

 DATE

 PRINTED NAME

 OFFICIAL TITLE

BID FORM 2

To be Submitted with Technical Proposal
New York State Assembly Request for Proposals (RFP)
NYS ASSEMBLY PROFESSIONAL AUDITING SERVICES

1. Provide a statement of experience in providing similar services.

2. Provide the names and work to be performed by any subcontractors, if applicable.

3. Provide a list and fully explain any findings of non-responsibility within the past four (4) years by any government entity, including but not limited to (i) impermissible contacts or other violations of State Finance Law sections 139-j and 139-k and (ii) the intentional provision of false or incomplete information to a governmental entity.

COMPANY NAME: _____

AUTHORIZED SIGNATURE

DATE

PRINTED NAME

OFFICIAL TITLE

BID FORM 3

To be Submitted with Technical Proposal
New York State Assembly Request for Proposals (RFP)
NYS ASSEMBLY PROFESSIONAL AUDITING SERVICES

1. Provide names of Officers, Directors, or key employees of the firm who are employed by New York State.

2. Provide name(s) of State Employees who directly own interest of ten percent or more of the firm's business.

3. Provide a list and fully explain firm's professional relationships (not disclosed elsewhere within the firm's proposal) involving the State or any of its agencies for the past five (5) years.

4. Provide a list and fully explain any other potential conflicts of interest.

COMPANY NAME: _____

AUTHORIZED SIGNATURE

DATE

PRINTED NAME

OFFICIAL TITLE

BID FORM 4

To be Submitted with Technical Proposal

New York State Assembly Request for Proposals (RFP)
NYS ASSEMBLY PROFESSIONAL AUDITING SERVICES

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that to the best of his/her knowledge and belief as follows:

1. The bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.
2. The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder nor with any competitor.
3. Unless otherwise required by law, the price which have been quoted in this bid have not knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any other competitor; and
4. No attempt has been made or will be made by the bidder to induct any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
5. Bidders affirm compliance with the Procurement Lobbying provisions of State Finance Law sections 139-j, 139-k and 165-a and certify that all information provided to the Assembly is complete, true and accurate with regard to prior non-responsibility determinations within the past four (4) years.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

FED I.D. #: _____

AUTHORIZED SIGNATURE

DATE

PRINTED NAME

OFFICIAL TITLE

BIDDERS' QUESTION FORM

Questions must be clearly written and be as specific as possible, and must be received by the Inquiry Deadline date. Email this form to NYASMBIDS@NYASSEMBLY.GOV
Please confirm receipt of your email by contacting Rick Hoffmeister at (518) 455-4412.

| | |
|---|--|
| INQUIRY DEADLINE: April 22, 2019 Bid Opening: May 13, 2019 | |
| Description: NYS ASSEMBLY PROFESSIONAL AUDITING SERVICES | |
| Company Name: _____ | |
| Contact Name: _____ | |
| Telephone Number: _____ | |
| FAX Number: _____ | |
| Question: _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ | |
| Response Date: | Addendum Issued: <input type="radio"/> YES <input type="radio"/> NO |