

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
AGREEMENT WITH
SS&C TECHNOLOGIES, INC.

NEW YORK STATE COMPTROLLER'S CONTRACT NUMBER C001136

THIS AGREEMENT ("Agreement") is between the New York State (the "State") Office of the State Comptroller ("OSC"), by the Department of Audit and Control, whose main office and principal place of business is 110 State Street, Albany, New York, 12236, and SS&C Technologies, Inc. (the "Contractor"), whose office is located at 675 Third Avenue, New York, NY 10017.

W I T N E S S E T H

WHEREAS OSC's Bureau of Debt Management ("BDM") currently uses DBC Debt Manager Software and DBC Finance Software (the "Products" or "Licensed Software"), for the management of a portion of the State's debt portfolio and to enhance quantitative support services and analytical capabilities for various public finance needs; and

WHEREAS, pursuant to agreements with OSC, Contractor has consistently provided maintenance of the Licensed Software. OSC has determined that it is necessary to have Contractor continue to provide maintenance for the Licensed Software ("Maintenance"); and

WHEREAS, OSC has determined that the acquisition of this assistance will be conducted on a sole source basis under the terms and conditions agreed to herein; and

WHEREAS, OSC has determined that the Contractor is a responsible entity with the ability to perform the services and that the compensation to be paid to the Contractor is reasonable.

NOW, THEREFORE, in consideration of the terms set forth and the mutual covenants and obligations of the parties, the parties do hereby agree as follows:

I. TERM

This Agreement will commence on June 9, 2022 and continue for a period of five years, ending June 8, 2027.

Notwithstanding the foregoing, OSC reserves the right to terminate this Agreement as provided for in Section XVI. "Termination and Suspension."

II. MERGER OF DOCUMENTS/CONFLICT OF CLAUSES

This Agreement is inclusive of the following documents. Only documents expressly mentioned below are a part of this Agreement. Conflicts between these documents will be resolved in the following order of precedence:

1. Appendix A – Standard Clauses for New York State Contracts;
2. Agreement – (This Document), including:
 - o Appendix B – Forms AC 3239-A, Contractor's EEO Staffing Plan of Anticipated Workforce and AC 3239-B, Contractor's/Subcontractor's EEO Workforce Utilization Report;
 - o Appendix C – OSC Policy Statement on Discrimination and Harassment, Including Sexual Harassment;
 - o Appendix D – OSC Executive Order on Procurement Integrity and OSC Procurement Integrity Procedures;
 - o Appendix E – Contractor's Certifications/Acknowledgements; and

- Appendix F – OSC Contractor’s Disclosure of Prior Non-Responsibility Determinations.

III. COMPENSATION

OSC shall compensate the Contractor pursuant to this Agreement in accordance with the following Fee Schedule unless the Agreement is terminated. The Year 1 Maintenance fee will be paid to the Contractor upon approval of the Agreement by the OSC Bureau of Contracts upon receipt of an invoice as described in Section IV. Payment and Invoices. Years 2 – 5 annual Maintenance fees will be paid to the Contractor prior to the start of each annual maintenance period.

Maintenance Period	Year 1	Year 2	Year 3	Year 4	Year 5	Total
	June 9, 2022 – June 8, 2023	June 9, 2023 – June 8, 2024	June 9, 2024 – June 8, 2025	June 9, 2025 – June 8, 2026	June 9, 2026 – June 8, 2027	
DBC Finance	\$34,686	\$35,727	\$36,799	\$37,903	\$39,040	\$184,155
DBC Debt Manager	\$23,267	\$23,965	\$24,684	\$25,424	\$26,187	\$123,527
Total	\$57,953	\$59,692	\$61,483	\$63,327	\$65,227	\$307,682

Total compensation under this Agreement will not exceed \$307,682.00.

IV. PAYMENT AND INVOICES

- A. The compensation will be payable in the ordinary course of OSC business upon receipt of the Contractor’s invoice. Invoices must be submitted on an annual basis. Approved invoices will be paid in accordance with Article 11-A of the State Finance Law.
- B. All invoices must include the following information:
 - 1. OSC’s Agreement #C001136, Contractor’s taxpayer identification number, and Contractor’s New York State Vendor Identification Number;
 - 2. The total amount billed for Maintenance for the invoice period; and
 - 3. The beginning and ending dates of the billing period included in the invoice, and the expiration date of this Agreement.
- C. All invoices shall be subject to OSC’s acceptance of the Services for which billing is being made and are to be submitted via email (preferred) to contractinvoices@osc.ny.gov or via hard copy mail to:

**Office of the State Comptroller
Bureau of Finance
Contract Payment Unit
110 State Street, Stop 13-2
Albany, NY 12236-0001**

With a copy to debtmanagement@osc.ny.gov (preferred) or via hard copy mail to:

**ATTN: Assistant Director
Bureau of Debt Management
Office of the State Comptroller
110 State Street, Stop 15-9
Albany, NY 12236-0001**

V. EQUAL EMPLOYMENT OPPORTUNITY (EEO) REPORTING

The Contractor agrees to comply with applicable federal, State, and local requirements concerning equal employment opportunities for minorities and women, including but not limited to Executive Law § 312 and its implementing regulations. In addition to the requirements stated in Appendix A Clause 12 (Equal Employment Opportunities for Minorities and Women), and to ensure complete compliance with such requirements (and with Executive Law § 312 and the regulations adopted pursuant thereto), the Contractor agrees to submit to OSC its EEO Policy Statement, and Form AC 3239-A Proposer's EEO Staffing Plan of Anticipated Workforce. Further, the Contractor shall submit on a semi-annual basis Form AC 3239-B (Contractor's/Subcontractor's EEO Workforce Utilization Report) on a quarterly basis during the term of the Agreement.

The Contractor shall submit two originals and two copies of Form AC 3239-B to OSC at the following address:

Bureau of Finance
Attn: Director of Finance
Office of the State Comptroller
110 State Street, Stop 13-2
Albany, NY 12236

These Reports are reviewed as part of OSC's general compliance monitoring. If discrepancies exist between the EEO Staffing Plan of Anticipated Workforce and the Contractor's EEO Workforce Utilization Reports, the Contractor may be subject to an in-depth EEO compliance review. If deficiencies are identified, OSC shall make every effort to resolve the deficiencies identified and to bring the Contractor into compliance with such requirements. If OSC is unsuccessful in its efforts, and upon review, the Deputy Comptroller for the Division of Finance and Administration at OSC determines that the Contractor is non-compliant, such Deputy Comptroller shall submit a written complaint to the New York State Department of Economic Development's Division of Minority and Women's Business Development ("DMWBD") regarding the Contractor's noncompliance and shall recommend to DMWBD that it review and attempt to resolve the noncompliance matter. Such Deputy Comptroller shall serve a copy of the complaint upon the Contractor by personal service or certified mail, return receipt requested.

DMWBD shall attempt to resolve a noncompliance dispute. If a resolution of the noncompliance dispute is satisfactory to the parties, the parties shall so indicate by signing a document indicating that the matter has been resolved and stating the terms of the resolution. If a resolution is not possible, DMWBD shall take all appropriate actions under statute (Executive Law § 316) and regulation (5 NYCRR § 143.6).

VI. NOTICES

Any notice or other communication given pursuant to this Agreement must be in writing and addressed to such party at the address set forth in this Agreement, and shall be effective:

- (i) When delivered personally to the party for whom intended;
- (ii) Upon five days following the deposit of the notice or other communication into the United States Postal Service mail (certified mail, return receipt requested, or first-class postage prepaid); or
- (iii) Upon actual receipt by the intended party if such notice or other communication is sent by overnight mail service.

The following are the names and contact information for OSC and the Contractor. The parties shall notify each other, as soon as possible of any change.

OSC:

Title: Director of Finance
Address: Office of the State Comptroller
110 State Street, Stop 13-2
Albany, NY 12236-0001

With a copy to:

Name: Charles Trimbach
Title: Assistant Director, Bureau of Debt Management
Address: 110 State Street, Stop 15-9
Albany, NY 12202
Telephone: (518) 474-3732
Email: ctrimbach@osc.ny.gov

Contractor:

Name: Richard Shalowitz
Address: SS&C Technologies
4 Times Square, 7th Floor
New York, NY 10036
Email: rshalowi@sscinc.com

VII. SCOPE OF MAINTENANCE

The Contractor will maintain and support the version of the Licensed Software as currently revised and will make available to OSC all revisions thereof released by the Contractor at no additional cost to OSC. The Contractor reserves the right, however, (i) to develop and market new modules and add-on modules to the Licensed Software and/or new versions of the Licensed Software, which, in the Contractor's judgment, contain such added functionality that an additional fee for such modules and/or versions is warranted; and (ii) to exclude such modules and versions from coverage as updates, provided, however, that the Licensed Software will not lose any functionality during the term of this Agreement. OSC's use of the updates is subject to the terms, conditions, and disclaimers of this Agreement. The Contractor does not provide maintenance or support for any third-party software or any other third-party products. All updates provided by the Contractor are owned by the Contractor and are Confidential Information of the Contractor.

The Contractor shall provide to OSC assistance in problem diagnosis and resolution. When a problem occurs that OSC believes is related to the use of the Licensed Software, OSC will contact the Contractor and the Contractor will perform appropriate problem definition activities and remedial action as prescribed by Contractor. When the Contractor determines that the problem is a result of a use of a Licensed Software and the problem is caused by a defect in the current release of the Licensed Software (which shall not have been altered by OSC), the Contractor will provide such assistance as necessary including attempting to correct or by-pass the defect by providing OSC with correction information and, if the Licensed Software is inoperable, using best efforts to resolve the problem by applying a local fix or providing a by-pass.

Upon request, the Contractor will use best efforts to promptly provide OSC with the program patch to correct or program around any error or malfunction. Upon the Contractor's request, OSC agrees to provide Contractor with a written description of the precise nature of any suspected error or malfunction in the Licensed Software and provide the Contractor with all relevant information. If the Contractor, in its sole discretion releases a revision of the Licensed Software, then with respect to the previously outstanding Licensed Software, the Contractor will provide Maintenance described in this section for a period of 90 days commencing on the date the revised Licensed Software is first offered to OSC by the Contractor. Thereafter, the Contractor shall only be required to provide Maintenance with respect to the revised Licensed Software, which thereafter and for the purposes of this Agreement shall be deemed to be Licensed Software. The Contractor has no obligation to provide Maintenance (including the provision of a program patch) for any Licensed Software beyond 180 days following the date on which a new version of the Licensed Software is made available to OSC.

The Contractor will provide:

1. User Support – Unlimited support by trained technical support staff during normal business hours (9:00 a.m. – 6:00 p.m. ET, Monday through Friday). User support includes assistance in using the Products as well as technical help.

2. Open Market Securities – OMS pricing downloads for DBC Finance. Pricing data is obtained from Street Software Technology, Inc. and is updated on a daily basis. Sixty downloads per calendar year are provided.
3. Online Municipal Bond Training Courses – Access to DBC Learning, a web-based library of courses and articles for the bond professional on an unlimited basis, 24 hours per day, exclusive of normal downtime.
4. Training in the Contractor's New York City Office – Training on the Products at its NYC office location at various times for no additional fee. OSC can schedule with the Contractor its employees who use the Products to attend this training. Registration is limited to two employees per class.

VIII. COOPERATION

The Contractor and OSC and their respective agents, employees and officers shall cooperate with each other to the fullest extent in connection with the Services to be provided under this Agreement. OSC shall supply and make available necessary information and personnel to assist the Contractor to perform the Services.

IX. STAFF

The Contractor's "Staff" includes employees, consultants, owners, officers, directors, subsidiaries, affiliates, partners, and agents of the Contractor.

X. RELATIONSHIP OF PARTIES

The relationship of the Contractor and its Staff to OSC shall be that of an independent contractor, and not that of an agent or employee of OSC. The Contractor, as an independent contractor, shall not have the authority to contract for or bind OSC for any purpose whatsoever. The Contractor covenants and agrees that its Staff will not hold themselves out as agents, officers, or employees of OSC, and that they will not make any claim, demand or application for any right or privilege applicable to any officer or employee of OSC, including but not limited to, Workers' Compensation coverage, Social Security coverage or Retirement System benefits.

Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques, and experience developed in the course of the Contractor's business.

XI. WARRANTY

The Contractor hereby warrants that the Services will be performed in a professional and workmanlike manner, in accordance with highest applicable industry standards. For purposes of this Agreement, "highest applicable industry standards" shall be defined as the degree of care, skill, efficiency, and diligence that a prudent person possessing technical expertise in the subject area and acting in a like capacity would exercise in similar circumstances.

XII. CONFLICTS OF INTEREST

The Contractor represents that it currently has no conflicts of interest with respect to Services and any other client engagements, contracts, or employment, and that the Contractor shall immediately advise OSC whenever it becomes aware of any situation that involves or appears to involve such a conflict of interest or potential conflict.

XIII. CONFIDENTIALITY AND SECURITY

A. Definition

The term "Confidential Information" shall mean any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee

information, financial information, confidential information concerning Owner's past, current, or possible future products or methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

B. Treatment

Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than those in this Section and who have a justified business "need to know." This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by governmental or judicial order or applicable law provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure.

C. Confidentiality of OSC Information

In connection with the Services, the Contractor and its Staff may view or have access to Confidential Information owned by OSC. Confidential Information shall include, but not be limited to:

- Personal information about individuals, e.g., home addresses, home telephone numbers, social security numbers, payroll information, account numbers, health status;
- OSC security procedures, topology, practices, and policies;
- Computer codes or other electronic or non-electronic information, the disclosure of which could jeopardize the security of OSC's computer systems; and
- Any other material designated as being "Confidential."

The Contractor agrees to preserve the confidentiality of any and all Confidential Information viewed, accessed or developed under the Agreement, and agrees:

- To view, access and use only the Confidential Information relevant and necessary to provide the Services;
- To use its best efforts to preserve the confidentiality of the Confidential Information;
- To use its best efforts to prevent disclosure of the Confidential Information to any person other than to OSC employees;
- To abide by all OSC and State confidentiality policies and procedures;
- That all reports and other materials, preliminary, final and otherwise, prepared for or relating to Services (other than Contractor's work papers) shall be treated at all times as Confidential Information by the Contractor;
- All Confidential Information shall remain the property of OSC; and
- That all Confidential Information shall be returned or destroyed (using highest industry-standard secure disposal methods) within 30 days after the expiration or termination of the Agreement and that upon such destruction the Contractor will certify as to the method of destruction.

D. Security

The Contractor and its Staff shall be required to comply with all applicable facility and information security policies, standards, and procedures, including any training required, both present and future, by OSC in performing the Services.

The Contractor may not connect any non-OSC computer, electronic storage device or telecommunications equipment to OSC's network. Personal and corporate laptop computers, personal and corporate USB devices, smartphones, and tablets are included in this prohibition.

Where performance of Services involves use by the Contractor of State-owned or licensed, or OSC-owned or licensed, papers, files, computer disks or other electronic storage devices, data, or records at OSC or State facilities or offices, the Contractor shall not remove such records therefrom without the prior written approval from an authorized representative of OSC.

XIV. INDEMNIFICATION AND LIABILITY

- A.** Neither the Contractor, OSC, nor the State shall be liable for any delay or failure in performance beyond its control resulting from acts of war, hostility or sabotage; act of God; electrical, internet or telecommunications outage that is not caused by the obligated party; or government restrictions, or other force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such force majeure events upon performance of their respective duties under this Agreement. If such event continues for more than 90 days, either party may terminate all or any agreed upon portion of the Agreement immediately upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures, or OSC's obligation to pay for Services provided by the Contractor which have been approved by OSC.
- B.** The Contractor shall be fully liable for the acts and omissions of the Contractor and its Staff and shall fully indemnify, defend, and hold harmless OSC and the State, their officials, agents, and employees, without limitation, from suits, actions, damages, and costs of every name and description (including reasonable attorneys' fees and expenses) relating to bodily or personal injury (including wrongful death) and damage to real or tangible personal property (including electronic systems, software and databases) caused by any intentional, reckless, or negligent act or omission of Contractor or its Staff; damage to intellectual property; and infringement or violation of a third party's patent, copyright, license, or other proprietary or intellectual property right; provided however that the Contractor shall not be obligated to indemnify OSC for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act of OSC. For third party claims, OSC shall give the Contractor:
1. prompt written notice of any action, claim, suit, proceeding, or threat of such action;
 2. the opportunity to take over, settle, or defend any such action, claim, suit, or proceeding at the Contractor's sole expense; and
 3. reasonable assistance in the defense of any such action, claim, suit, or proceeding at the expense of the Contractor.

Notwithstanding the foregoing, the State reserves the right to join such action, claim, suit or proceeding at its sole expense, if it determines there is an issue involving a significant public interest.

- C.** For all other claims, liabilities, and expenses arising under or related to this Agreement where liability is not otherwise set forth in this Agreement as being without limitation, and regardless of the basis on which the claim is made, the Contractor shall be liable for any act or omission of the Contractor and its Staff, in an amount not to exceed, in aggregate, the greater of the dollar amount of this Agreement, or two times the charges paid to the Contractor. The Contractor shall not be responsible for loss of records or data unless the Contractor is required to back-up the records or data.

- D. Notwithstanding the above, neither party shall be liable for any consequential, indirect, or special damages of any kind that may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by OSC, the Contractor, or by others.
- E. OSC may, in addition to other legal remedies available to it, retain from amounts otherwise due to the Contractor such monies as may be necessary to satisfy any claim for damages OSC may have against the Contractor.

XV. RESPONSIBILITY TERMS

- A. The Contractor represents that it has, to the best of its knowledge, truthfully and thoroughly completed the Contractor's Vendor Responsibility Questionnaire ("Responsibility Questionnaire") provided to the Contractor by OSC prior to execution of this Agreement. The Contractor further represents that as of the date of execution of this Agreement, there are no material events, omissions, changes, or corrections to such document requiring an amendment to the Responsibility Questionnaire.
- B. The Contractor shall provide to OSC updates to the Responsibility Questionnaire if any material event(s) occurs requiring an amendment or as new information related to such Responsibility Questionnaire becomes available. The Contractor shall, on an annual basis from the anniversary date of execution of this Agreement, re-certify such Responsibility Questionnaire, noting any changes, whether material or non-material, or submit a certification of "no change" to OSC.
- C. Notwithstanding Subsection (B), above, OSC reserves the right, in its sole discretion, at any time during the term of this Agreement, (i) to require updates or clarifications to the Responsibility Questionnaire, (ii) to inquire about information included in or omitted from the Responsibility Questionnaire, and (iii) to require the Contractor to provide such information to OSC within a reasonable timeframe to be established at OSC's sole discretion.
- D. OSC reserves the right to make a final determination of the Contractor's non-responsibility ("Determination of Non-Responsibility") at any time during the term of this Agreement based on (i) any information provided in the Responsibility Questionnaire and/or in any updates, clarifications, or amendments thereof; or (ii) the Contractor's failure to disclose material information; or (iii) State's discovery of any other material information which pertains to the Contractor's responsibility.
- E. If OSC preliminarily determines the Contractor to be non-responsible, State shall provide written notice to the Contractor detailing the reason(s) for the preliminary determination and shall provide the Contractor with an opportunity to be heard before the determination is finalized.
- F. Upon a Determination of Non-Responsibility of the Contractor, OSC reserves the right to terminate this Agreement for cause pursuant to Section XVI. "Termination and Suspension."

XVI. TERMINATION AND SUSPENSION

- A. OSC may terminate or suspend this Agreement or terminate or suspend the Services with respect to a specific matter or matters, with or without cause upon 30 days' prior written notice.
- B. OSC reserves the right to terminate or suspend this Agreement, or to terminate or suspend the Contractor's Services with respect to a specific matter or matters immediately upon written notice to the Contractor, if OSC, in its sole discretion, deems the Contractor's performance unsatisfactory at any time during the term of this Agreement.
- C. In the event of termination, the Contractor shall be entitled to compensation for Services performed through the date of termination which are acceptable to OSC, in OSC's sole discretion. In the event of suspension, the Contractor shall be entitled to compensation for non-suspended Services which are acceptable to OSC, in its sole discretion.

XVII. SUBCONTRACTING PROHIBITED

The Agreement is intended to secure the personal services of the Contractor because of the ability and reputation of the Contractor and its Staff. Therefore, the Agreement must not be subcontracted by the Contractor.

XVIII. MISCELLANEOUS PROVISIONS

A. WAIVER

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other subsequent default or breach.

B. SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and every other term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

C. ETHICS COMPLIANCE

The Contractor and its Staff shall comply with the requirements of Public Officers Law §§ 73 and 74, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State. Failure to comply with those provisions may result in termination of the Agreement and/or other civil or criminal proceedings as required by law.

D. PUBLIC COMMUNICATION

Neither the Contractor nor any of its Staff will make any statement to the press or issue through any media of communication any statement bearing on the Services performed or data collected under this Agreement, without the prior written approval of OSC.

E. SURVIVAL

The provisions of Sections XI. "Warranty," XIII. "Confidentiality and Security ," XIV. "Indemnification and Liability," and Appendix A shall survive the expiration or termination of this Agreement.

XIX. ENTIRE AGREEMENT/APPROVALS

This Agreement and the appendices, exhibits, and attachments hereto constitute the entire Agreement between the parties and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. The Agreement will not be changed, modified, or altered in any manner except by an amendment executed by the parties. This Agreement and any amendment hereof will not be deemed executed, valid or binding unless and until approved in writing by the New York State Attorney General and thereafter, approved in writing by OSC's Bureau of Contracts pursuant to State Finance Law § 112, and filed in the Office of the State Comptroller.

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IN WITNESS WHEREOF, the parties have executed this Agreement.

In addition to the acceptance of this Agreement, OSC and the Contractor signatures on this page also certify that originals of this signature page will be attached to all other originals of this Agreement.

CONTRACT NUMBER: C001136

SS&C TECHNOLOGIES, INC.

OFFICE OF THE STATE COMPTROLLER

Michael Megaw
SIGNATURE

J.R.D.
SIGNATURE

Michael Megaw
PRINTED NAME

JEREMY R. DISARE
PRINTED NAME

Managing Director
TITLE

DIRECTOR OF FINANCE
TITLE

12/10/2021
DATE

1/4/2022
DATE

CONTRACTOR'S ACKNOWLEDGEMENT

STATE OF New York }
COUNTY OF Bronx }

SS.:

On the 10th day of December in the year 2021, before me personally appeared Michael Megaw, known to me to be the person who executed the foregoing instrument, who, acknowledged to me that he/she maintains an office at 4 Times Square, New York, New York 10036, and further that he/she is the Managing Director of SS&C Technologies, Inc., the corporation described in foregoing instrument; that, by authority of the Board of Directors of the corporation he/she is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of the corporation as the act and deed of the corporation.

Michelle DuSaire
Notary Public
Registration No. 01DU6256209

MICHELLE I. DU-SAIRE
Notary Public, State of New York
No. 01DU6256209
Qualified in Bronx County
Commission Expires Feb. 21, 2024

APPROVED AS TO FORM:
NYS ATTORNEY GENERAL

APPROVED:
THOMAS P. DINAPOLI, COMPTROLLER

BY: _____
DATE _____

BY: _____
DATE _____

APPROVED
DEPT. OF AUDIT & CONTROL

Apr 18 2022
Melanie L Young

FOR THE STATE COMPTROLLER

From: [Maggi, Benjamin](#)
To: [RFP; Contract Approval](#)
Cc: [Elizabeth Carl](#)
Subject: Approved - RE: OSC Contract # C001136 SS&C Technologies
Date: Tuesday, January 4, 2022 9:40:09 AM

Approved as to Form: 1/04/2022 by Benjamin Maggi
Received: 1/04/2022

OAG: CAS please file and enter. "P" Amount: 307,682

Reminder: Agencies must forward the contract approved by the OAG Contract Approval Section along with the email in which the OAG Contract Approval Section approved the contract, to OSC via the Comptroller's EDSS system. If you are not enrolled in the EDSS system and have not made alternative arrangements with OSC on how to submit your transaction, please contact OSC at [REDACTED] or email [REDACTED].

Benjamin L. Maggi
Section Chief
Contract Approval Section
New York State Office of the Attorney General
Contract Approval Section
The Capitol, Albany, NY 12224

APPENDIX D

OSC EXECUTIVE ORDER ON PROCUREMENT INTEGRITY

Whereas, it is the policy of the Office of the State Comptroller (OSC) and the New York State Common Retirement Fund (CRF) to procure goods and services in a fair, equitable and open manner and to protect the procurement process from improper influences; and

Whereas, procurement lobbying activities must be monitored and documented to assure the integrity of the procurement process;

Now, therefore, I, Thomas P. DiNapoli, Comptroller of the State of New York, in consideration of the foregoing, do hereby order as follows;

1. **Applicability.** This executive order applies to determinations by OSC or CRF to award a contract for the acquisition of any goods, services, or information technology. Decisions to invest or disinvest CRF assets in securities, properties, or other investment vehicles, and selections of investment advisors or managers whose services are integral to the administration of CRF investments, remain subject to the Comptroller's fiduciary responsibility to administer the CRF prudently to increase and preserve CRF assets on behalf of its beneficiaries. In addition, selection of counsel to represent the CRF in transactional, investment or litigation matters remain subject to the Comptroller's fiduciary responsibilities. Although such CRF investment decisions and selections are not subject to this executive order, they shall be made in a fair and equitable manner, in accordance with the Comptroller's fiduciary responsibilities.
2. **General Counsel.** The General Counsel shall have general responsibility for the prevention of improper influence relative to all procurement contracts awarded by OSC or CRF. The General Counsel shall form such committees or draw upon OSC staff as needed to fulfill this responsibility.
3. **Procedural Controls.** The General Counsel shall develop, in consultation with the executive staff of OSC, procedural controls in the form of written Procurement Integrity Procedures. Such procedures shall:
 - a. require that decisions made on the award of procurement contracts shall be made in accordance with Article 11 of the State Finance Law, free from any improper influence;
 - b. require that any OSC employee who has direct knowledge of any improper influence or attempted improper influence shall immediately make a record of the improper influence or attempted improper influence relating to a bid, proposal or a procurement contract and notify the General Counsel or appropriate Division of Legal Services staff designated by the General Counsel;
 - c. prohibit contact relating to a bid or proposal, during the procurement process, between all OSC personnel involved in the determination of the procurement contract award and any employee, agent, or consultant of a bidder or proposer competing for the contract, except for contacts authorized by the procedures established pursuant to this executive order;
 - d. establish procedures for appropriate contacts between OSC personnel involved in the determination of a procurement contract award and the employees, agents or consultants of a bidder or proposer for the purpose of clarifying a bid or proposal. Such authorized contacts shall only be for the purpose of providing information to OSC personnel to assist them in understanding and assessing the qualities, characteristics and anticipated performance of a product or service offered by a bidder or proposer, and shall occur only at such times and in such manner as have been authorized by the procedures established pursuant to this executive order;

- e. provide for appropriate contacts between OSC personnel and the employees, agents or consultants of a proposer for the purpose of negotiating contract terms after the evaluation of bids or proposals and selection of a contractor have been completed;
 - f. establish a process for the review by the General Counsel of any allegations of improper influence or attempted improper influence, and for the imposition of sanctions if such improper activity has been found to exist.
4. Incorporation of Procedural Controls in Contract Documents. The Procurement Integrity Procedures required by this executive order shall be incorporated into all OSC and CRF procurement solicitations and contracts.
 5. Periodic Review. The General Counsel shall periodically review the Procurement Integrity Procedures with OSC personnel in order to ascertain potential areas of exposure to improper influence and to adopt desirable revisions for more effective avoidance of improper influences.
 6. Sanctions. Any OSC employee who violates the Procurement Integrity Procedures may be subject to disciplinary action. Any vendor who violates the Procurement Integrity Procedures may be found to be a non-responsible vendor, and on the basis of such finding, may be ineligible to receive a contract award.

_____/s/_____
Thomas P. DiNapoli
Comptroller, State of New York

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OSC PROCUREMENT INTEGRITY PROCEDURES

In order to ensure that procurements of goods or services¹ by the Office of the State Comptroller (OSC) or the Common Retirement Fund (CRF) are conducted in a fair, equitable and open manner, the procedures set forth below shall apply to the procurement process.

The General Counsel to the Comptroller shall have general responsibility for the prevention of improper influence relative to all procurement contracts awarded by OSC or CRF.

A copy of these Procurement Integrity Procedures will be given to every OSC employee, consultant, or other person assigned to any task related to an OSC or CRF procurement. A copy of these procedures will be incorporated into every Request for Information (RFI), Request for Proposals (RFP) or Invitation for Bids (IFB) issued by OSC or CRF.

Any OSC employee who violates these procedures may be subject to disciplinary action, such as a reprimand, suspension, demotion, or dismissal. Any vendor who violates these procedures may, after notice and an opportunity to be heard, be determined to be a non-responsible vendor, and on the basis of such a determination may be ineligible to receive a contract award.

Every reasonable effort will be made to assure compliance with these procedures, but a minor deviation from these procedures that does not impair the fairness and integrity of the procurement process will not require the invalidation of a contract award.

1. OSC employees must provide every interested vendor² with an equal opportunity to compete. No information may be given to one vendor without being made available to all other interested vendors. Vendors should be asked to submit every substantive question³ concerning the procurement in writing not later than the date specified by OSC for such questions; and a copy of each question, together with OSC's written answer, should be supplied to all interested vendors and included in the procurement record.
2. Unless otherwise directed by the General Counsel to the Comptroller, OSC's Assistant Comptroller for Administration or a designee will serve as the coordinator for all procurement-related contacts between OSC personnel and vendor personnel. All telephone calls, correspondence, and meeting requests must be routed to: Assistant Comptroller for Administration, Office of the State Comptroller, 110 State Street – 13th Floor, Albany, NY 12236, telephone: (518) 474-7574, Fax: (518) 473-9377, Email: RFP@osc.state.ny.us. OSC's Assistant Comptroller for Administration, or a designee, will maintain a record of all such contacts.
3. A vendor may not exert or attempt to exert any improper influence⁴ relating to the vendor's bid

¹ These procedures apply to determinations by OSC or CRF to award a contract for the acquisition of any goods, services, or information technology, except that they do not apply to (i) decisions to invest or disinvest CRF assets in securities, properties, or other investment vehicles, (ii) selections of investment advisors or managers whose services are integral to the administration of CRF investments, and (iii) selection of counsel to represent the CRF in transactional, investment or litigation matters. Such CRF investment decisions and selections remain subject to the Comptroller's fiduciary responsibilities, and are to be made in a fair and equitable manner in accordance with those responsibilities.

² For the purposes of these procedures, the term "interested vendor" means a person or firm that has received or requested a Request for Information (RFI), an RFP, or an IFB issued by OSC or CRF.

³ For the purposes of these procedures, the term "substantive question" means an inquiry concerning a material requirement of the procurement process, such as a technical specification or a financial prerequisite. The term does not apply to ministerial matters, such as the time and place or manner of submitting a bid or proposal.

⁴ For the purposes of these procedures, the term "improper influence" means any attempt to achieve preferential, unequal, or favored consideration of a bid or proposal based on considerations other than the merits of the proposal, including but not limited to, any conduct prohibited by the Ethics in Government Act, as set forth in Public Officers Law sections 73 and 74.

or proposal. Any OSC employee who has direct knowledge of any improper influence or attempt to exert an improper influence concerning a procurement contract shall immediately make a record of the improper influence or attempted improper influence and notify the General Counsel to the Comptroller. The General Counsel to the Comptroller shall thereupon cause an investigation to be made and shall recommend such action, if any, as may be necessary.

4. Unless otherwise directed by the General Counsel to the Comptroller, OSC's Assistant Comptroller for Administration or a designee will be responsible for approving and scheduling all contacts between OSC employees and vendor personnel concerning procurements.
5. Vendors are expected to obtain information relating to an OSC or CRF procurement only from an OSC employee or other person designated by OSC. Vendors who seek information from other sources are cautioned that they rely on such information at their own risk.
6. Every IFB and RFP shall require vendors to identify in their bids or proposals the persons authorized to represent the vendor by name, address, telephone number, place of principal employment and occupation. This requirement applies not only to vendor employees involved in the submission of the vendor's bid or proposal but also to every individual or organization employed or designated by the vendor to attempt to influence the procurement process⁵. If, after submission of a bid or proposal, a vendor retains an individual or organization to attempt to influence the procurement process, then the name, address, telephone number, place of principal employment and occupation of such individual or organization shall be disclosed in writing to OSC or CRF prior to any contact with OSC or CRF and such disclosure shall be included in the procurement record. IFBs and RFPs shall require that vendors indicate in their bids or proposals or subsequent disclosures whether each contact individual or organization has a financial interest in the procurement.
7. All contacts between OSC personnel and vendor personnel during which a procurement-related matter is discussed in any way must be by telephone, in writing, or in person at the place of business of OSC or the vendor or at a place designated by OSC. Written documentation of all such discussions must be filed by the Assistant Comptroller for Administration or designee in the procurement record.
8. During the procurement process no lunch, dinner, or other meal shall be accepted by a member of the OSC staff from an interested vendor, except that a presentation, interview or similar session occurring at the place of business of OSC or a vendor or at a place designated by OSC may include a refreshment break.
9. The evaluations of competing bids or proposals and the recommendations and deliberations of OSC evaluation or selection committees shall be based solely on the merits of the bids or proposals, free from any improper influence.
10. Prior to the public release by OSC or CRF of an Invitation for Bids (IFB) or Request for Proposals (RFP), no OSC employee may disclose the contents of any portion of an IFB or RFP to any person not employed by OSC or any other person not authorized by the Assistant Comptroller for Administration or designee unless such disclosure is specifically authorized by the Assistant Comptroller for Administration, who shall only authorize such disclosure if he or she determines that such disclosure will not impair the fairness and integrity of the procurement process.

⁵ For the purposes of these procedures, the term "attempt to influence the procurement process" means any attempt to influence any determination by OSC or CRF by a person other than an OSC employee with respect to (i) the solicitation, evaluation or award of a procurement contract; or (ii) the preparation of specifications or request for submissions of bids or proposals for a procurement contract.

11. The evaluation of competing bids or proposals shall be conducted strictly in accordance with the detailed evaluation and selection procedures documented in the procurement record prior to the initial receipt and opening of the bids or proposals. The Assistant Comptroller for Administration or a designee shall issue the detailed evaluation and selection procedures to the members of the evaluation and selection committees prior to the distribution of the bids or proposals to the committee members for evaluation.
12. During the evaluation and selection phases of the procurement process, no OSC employee may disclose any part of a bid or proposal to any other person, except that (i) a member of an evaluation or selection committee may discuss a proposal with another member of the same committee, and (ii) a member of an evaluation or selection committee may disclose a proposal or a portion of a proposal to a person assigned to assist in the evaluation or selection process, as described below.
13. With the approval of the Assistant Comptroller for Administration or designee, evaluation or selection committees may appoint OSC employees or other experts to provide supporting services or information to assist in the evaluation of proposals and the selection of a contractor.
14. At the discretion of the Assistant Comptroller for Administration or a designee, any person to whom a bid or a proposal or a portion of a bid or a proposal is disclosed may be required to comply with a written non-disclosure or confidentiality agreement setting forth the terms and conditions under which such person is entrusted with the bid or proposal or portion thereof.

October 11, 2011