



Office of General Services Procurement Services

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PIGGYBACK CONTRACT FOR PROCUREMENT ASSISTANCE AND SUPPORT SERVICES BY AND BETWEEN NEW YORK STATE OFFICE OF GENERAL SERVICES AND PLANTE & MORAN PLLC

New York State Contract #

PS71024

Master Contract #

DPC-1428523190-SA-34-PASS_ITRAC

THIS CONTRACT for establishment of a “piggyback” contract is made between **the People of the State of New York**, acting by and through the Commissioner of General Services (hereinafter “State” or “OGS”) whose principal place of business is the 36th Floor, Corning Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242, pursuant to authority granted under New York State Finance Law §163(10)(e), and Plante & Moran PLLC (hereinafter “Contractor” or “Vendor” or “Offerer”), with its principal place of business at 3000 Town Center, Suite 100, Southfield, MI 48075. OGS and Contractor are hereby individually referred to as a “Party” and collectively referred to as “Parties.”

Whereas, in accordance with New York State Finance Law § 163(10)(e), the Commissioner of OGS (hereinafter “Commissioner”) may authorize purchases required by New York State agencies or other authorized purchasers by approving the use of a contract let by any department, agency or instrumentality of the United States government and/or any department, agency, office, political subdivision or instrumentality of any state or states (hereinafter “Issuing Agency”);

Whereas, the Contract will be established and designated as an OGS Centralized Contract, and made available to all Authorized Users, as that term is defined in New York State Finance Law;

Whereas, the State of North Carolina (“Lead State”) acting through its Department of Administration, Division of Purchase & Contract for the NASPO ValuePoint Cooperative Purchasing Program has recently let a certain Contract Number DPC-1428523190-SA-34-PASS_ITRAC with Contractor for Procurement Assistance and Support Services (hereinafter “Master Contract”);

Whereas, OGS is a member of NASPO and is therefore authorized to utilize NASPO ValuePoint contracts;

Whereas, OGS Procurement Services (hereinafter “OGS” or “Procurement Services”), on behalf of the Commissioner, finds it necessary and desirable to enter into a contract (hereinafter “Piggyback Contract” or “Contract”), with Contractor for the purchase of specified products or services under the terms and conditions established pursuant to the Master Contract; and

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Whereas, OGS provided notification of its intention to enter into this Piggyback Contract with Contractor by placing a notice in the July 1, 2026 edition of the New York State Contract Reporter;

Whereas, this Piggyback Contract shall satisfy the Participating Addendum provision of the Master Contract.

Now Therefore, by completing and signing this Piggyback Contract, Contractor is willing and able to enter into a contract and authorizes OGS to process the Piggyback Contract and provide notification to Authorized Users regarding the availability of this Piggyback Contract.

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1. INTRODUCTION

1.1 Overview

This document sets forth the terms and conditions governing acquisitions under this Piggyback Contract for use by Authorized Users. All the terms, conditions, covenants and representations contained herein and in the Master Contract, except as modified by this Piggyback Contract, are hereby incorporated by reference and deemed to be a part of this Piggyback Contract as if fully set forth at length herein. The terms and conditions of this Piggyback Contract shall supersede any conflicting terms and conditions set forth in the Master Contract.

New York State Labor Law (Article 8 Public Work or Article 9 Prevailing Wage for Building Service Employees) does not apply to any services offered under this Piggyback Contract.

The Master Contract is expressly amended as noted in Section 2.1, *Contract Documents and Conflict of Terms*, below.

Furthermore, the Lead State's bilateral agreement that integrates applicable provisions ("Lead State's Bilateral Agreement") stipulated in Section III. A. #4, of the Master Contract, is expressly excluded from incorporation into this Piggyback Contract and will have no legal effect on the contractual relationship between the State and the Contractor. All references to the Master Contract in this Piggyback Contract shall be deemed to exclude the Lead State's Bilateral Agreement.

1.2 Estimated Quantities

This Piggyback Contract is an estimated quantity Contract. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The individual value of this Piggyback Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner. See Appendix B *Estimated/Specific Quantity Contracts and Participation in Centralized Contracts*.

Numerous factors could cause the actual quantities of Products purchased under this Piggyback Contract to vary substantially from any estimates. Such factors include, but are not limited to, the following:

- This Piggyback Contract may be a non-exclusive contract;
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases;
- The individual value of this Piggyback Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the contract period;
- The State reserves the right to terminate this Piggyback Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of this Piggyback Contract;
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated; and
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of this Piggyback Contract could vary substantially from any estimates provided in this Piggyback Contract or previous purchases.

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1.3 NYS Comptroller Approval

In accordance with Section 112 of the State Finance Law, this Contract shall not be valid, effective or binding upon the State until such Contract has been approved by the Office of the New York State Comptroller ("OSC"). Purchase orders or other procurement transactions issued under such Contract(s) may also be subject to OSC approval.

2. CONTRACT TERMS AND CONDITIONS

2.1 Contract Documents and Conflict of Terms

This Piggyback Contract shall incorporate the following appendices and attachments as fully as if set forth herein at length. Only documents expressly enumerated below shall be deemed a part of this Piggyback Contract, and references contained in those documents to additional Contractor documents not enumerated below shall be of no force and effect. Conflicts between these documents shall be resolved in the following descending order of precedence.

- A. Appendix A – *Standard Clauses for New York State Contracts* (June 2023);
- B. Appendix C – *Federal Funding Agency Mandatory Terms and Conditions* (October 2023);
- C. Appendix C-AI – *Standard Terms for AI Purchases for NYS Office of Information Technology Services* (April 2025);
- D. Piggyback Contract (This Document);
- E. Appendix B – *General Specifications* (July 2026);
- F. Attachment 1 – *Pricing*;
- G. Attachment 2 – *Insurance Requirements*;
- H. Appendix D – *Contract Modification Procedure*;
- I. Appendix E – *How to Use This Contract*;
- J. Attachment 3 – *Report of Contract Usage*;
- K. Attachment 4 – *Contractor Information*;
- L. Master Contract DPC-1428523190-SA-34-PASS_ITRAC

OGS reserves the right to unilaterally make revisions, changes and/or updates to any templates, Appendices (excluding Appendices A, B, C and C-AI) and/or Attachments to this Contract without processing a formal amendment and/or modification.

2.2 Master Contract Modifications

The following Master Contract clauses are hereby modified for the purposes of this Contract:

- A. The following requirements shall supplement the requirements of Sections V.F *Cancellation* and XIV.F *Cancellation*: In the event the Master Contract is cancelled either by the Lead State or Contractor, OGS reserves the right to continue this Piggyback Contract until the last day of the Initial Term as defined in Master Contract, Section II. Contractor shall not have the right to cancel or terminate this Piggyback Contract. See Appendix B Section 43 *Termination*.
- B. Section V. D. 4. *Most Favored Customer* provision, is deleted in its entirety.
- C. Section IX. *Inspection and Acceptance*, is deleted in its entirety.
- D. Section X. *Warranty*, is deleted in its entirety.
- E. Section XI. *Product Title*, is deleted in its entirety.
- F. Section XII. *Indemnification*, is deleted in its entirety.
- G. Section XIII. *Insurance* is deleted in its entirety.
- H. Section XIV. B. *Confidentiality, Non-Disclosure, and Injunctive Relief*, 3., is amended to replace "inadequately" with "adequately" in the first sentence.

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2.3 Applicable Law

Notwithstanding any terms and conditions in the Master Contract to the contrary, this Piggyback Contract shall be governed by the laws of the State of New York. See Appendix A Section 14 *Governing Law*. Any claims or actions regarding this Piggyback Contract brought by Contractor against the State shall be brought in a court of competent jurisdiction of the State of New York. See Appendix A Section 16 *No Arbitration*.

2.4 Indemnification By the State Or An Authorized User

Notwithstanding any terms and conditions in the Master Contract to the contrary, indemnification of the Contractor by the State or an Authorized User is prohibited under the Contract.

2.5 Contract Term and Extensions

The term of this Piggyback Contract shall begin on the date of approval by OSC, pursuant to Section 1.3 *NYS Comptroller Approval*, and shall end upon the expiration or termination of the Master Contract, subject to OGS' right to terminate this Piggyback Contract as provided herein, notwithstanding an earlier expiration or termination of the Master Contract. The term of this Piggyback Contract shall be deemed extended whenever the term of the Master Contract is extended, without the need for the Parties to execute an extension or amendment to this Piggyback Contract.

2.6 Definitions

Capitalized terms used in this Piggyback Contract are defined in accordance with Appendix B, *Definitions*, or as below:

"IT Research, Advisory, and Consulting ("IT RAC") Services" refers to all services listed in the section of the Master Contract titled *Category: IT Research, Advisory, and Consulting (IT RAC) Services*, if applicable.

"Master Contract Price" refers to the approved price for the Product as listed on the Master Contract price list.

"NYS Net Price" or "NYS Net Pricing" refers to the price calculated by applying the Percentage Discount to the Master Contract Price. All NYS Net Prices are not-to-exceed prices in U.S. dollars.

"Percentage Discount" refers to an allowance, reduction, or deduction from the Master Contract Price to the NYS Net Pricing expressed as a percentage rounded to two decimal points.

"Procurement Assistance Support Services ("PASS")" refers to all services listed in the section of the Master Contract titled *Category: Procurement Assistance Support Services (PASS)*, if applicable.

"Value Add / Support Services" refers to all services listed in the section of the Master Contract titled *Category: Value Add / Support Services*, if applicable.

2.7 Price

The price for Product shall either be the NYS Net Price listed in Attachment 1 – *Pricing* or at a price that is more advantageous to the Authorized User.

Any discounts, pricing or Products offered on the OGS Piggyback Contract or included on an Authorized User invoice must be set forth within the Master Contract price list or in another Master Contract document and shall be disclosed to and agreed upon in advance by Authorized User.

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Price shall include all customs, duties, and charges, and be net, F.O.B. destination any point in New York State as designated by the ordering Authorized User.

Contractor must offer a price that is the same or better than the price offered to similarly situated governmental entities (e.g. NYS, other states, GSA, other governmental cooperatives, federal entities, or other governmental entities) in an active (executed and in effect) Indefinite Delivery/Indefinite Quantity ("IDIQ") contract. Where a Contractor holds one or more active IDIQ contracts with similarly situated government entities, and each active IDIQ contract has a different percentage discount or pricing, the Contractor must offer NYS the most advantageous (highest) percentage discount or lowest price from among all the Contractor's active IDIQ contracts with similarly situated governmental entities.

All Percentage Discounts and resulting NYS Net Pricing must not include the IFF or other contract administration or use fees, except for the 0.25% NASPO administrative fee. Final determination for whether a Percentage Discount and the resulting NYS Net Pricing complies with this requirement resides solely with Procurement Services. Where Procurement Services determines a Contractor has included the IFF or other contract administration or use fees in its Percentage Discount and the resulting NYS Net Pricing, Procurement Services will either require the Contractor to increase the particular Percentage Discount to reflect removing the fees or not award the particular Product line.

Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Master Contract will also be included in this Piggyback Contract.

2.8 Price and Product Updates

The Attachment 1 – *Pricing* set forth in the Contract may be updated from time to time, without a Contract amendment, to reflect Contractor discount or price changes, and the addition/deletion of Products, that have been approved for the Master Contract price list. Contractor must notify OGS when the Master Contract holder has approved a Master Contract price list update, and provide OGS with an electronic copy of the approval and the approved updated price list or discount structure, as applicable. Please refer to the section of this document titled *Contract Modification* and Attachment D – *Contract Modification Procedure*.

Updates to Attachment 1 – *Pricing* shall not be effective until OGS approval. Approval of the Master Contract price list update by the Master Contract holder, or OGS posting of updates to Attachment 1 – *Pricing* on the OGS website does not indicate OGS approval of the addition of any Product that has been excluded from the Piggyback Contract scope (see Section 1.1 *Overview*).

2.9 Catalogs and Price Sheets

Catalogs and price lists shall be provided in accordance with the terms of the Master Contract. Upon request, Contractor shall also assist Authorized Users in the use of such documents.

2.10 Procurement Instructions for Authorized Users

The following summary of procurement instructions for Authorized Users shall be published on the OGS website for the resultant Contract Award as a stand-alone document separate from the Contract. OGS reserves the right provide additional Authorized User instructions in the stand-alone document, and to change the instructions in the stand-alone document, once published, in non-material and substantive ways without seeking a Contract amendment.

- A. When utilizing the Contract(s), the Authorized User should be familiar with and follow the terms and conditions governing its use. The Authorized User is responsible for compliance with the requirements of public procurement processes. The Authorized User, when purchasing from OGS Contracts, should also hold the Contractor accountable for compliance with Contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, Authorized Users are encouraged to seek

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improved pricing whenever possible. Authorized Users have the responsibility to document purchases which should include:

- A statement of need and associated requirements;
- Obtaining all necessary prior approvals;
- A summary of the Contract alternatives considered for the purchase, if any; and
- The reasons supporting the resulting purchase (e.g., show that the selection among multiple Contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

- B. The Contracts resulting from this Solicitation will be Centralized Contracts issued under a multiple award structure. Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users must base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State. A competitive Mini-Bid process is required for all transactions under this Award. An Authorized User must distribute the Mini-Bid to all awarded Contractors under the category.

2.11 Ordering

Purchase Orders shall be made in accordance with the terms set forth in Appendix B *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

Authorized Users must submit all orders directly to the Contractor.

2.12 Purchasing Card Orders

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B *Purchasing Card*), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges, or other fees.

2.13 Minimum Order

If the Master Contract contains minimum order quantities or values, Contractor may elect to honor orders for less than the minimum order.

If the Master Contract does not contain minimum order quantities or values, then there are no minimum order quantities under this Piggyback Contract.

2.14 Invoicing and Payment

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B *Contract Invoicing*.

The Contractor is required to provide the Authorized User with one (1) invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that

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pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/nys-vendors>.

2.15 Prompt Payments

Appendix B *Prompt Payments*, applies to this Piggyback Contract. The parties acknowledge that Article 11-A of the State Finance Law requires payments to small businesses to be made within fifteen (15) days if the conditions set forth therein are met.

The Federal Prompt Payment Act (or any other law governing payment terms incorporated in the Master Contract) does not apply to the Piggyback Contract regardless of customer.

2.16 Contract Administration

The Contractor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/NYS holidays.

Contractor shall provide a minimum of one (1) dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Information regarding the Customer Service, Emergency Contact, and Contract Administrator shall be set forth on Attachment 4 – *Contractor Information*, which will be posted on the OGS website. Contractor must notify OGS within five (5) business days if its Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

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2.17 NYS Financial System (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS supports requisition-to-payment processing and financial management functions. Further information regarding business processes, interfaces, and file layouts currently in place may be found at: <http://www.sfs.ny.gov> and <https://www.osc.ny.gov/state-agencies/gfo/chapter-iii/iii1-statewide-financial-system-sfs-overview>.

2.18 Contractor's Insurance Requirements

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment 2 – *Insurance Requirements*.

2.19 Report of Contract Usage

Contractor shall submit Attachment 3 – *Report of Contract Usage* including total sales to Authorized Users of this Contract by Contractor no later than 15 business days after the close of each calendar quarter. If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the quarterly report.

The report is to be submitted electronically via e-mail in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The report in Attachment 3 – *Report of Contract Usage* contains the minimum information required. Additional related sales information, such as detailed user purchases, may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.

The Authorized User reserves the right to request its applicable sales data from the Contractor, based on criteria identified by the Authorized User, over the life of the contract. If sales data is requested, Contractor must provide datapoints that are required by Attachment 3 – *Report of Contract Usage*.

This Contract may be terminated if, on the one-year anniversary date of the Contract Award, and annually thereafter, the reports required to be filed under this Section show that the Contractor has made less than \$100,000 in sales to any Authorized User under the Contract for the prior year. Termination of the Contract under this Section is in addition to Appendix B *Termination*, and shall take effect upon written notification to the Contractor. The Contract may also be terminated for failure to file the reports required under this Section.

Contractor shall also make the report or the information therein available to NASPO ValuePoint upon request in accordance with the Master Contract.

2.20 Subcontracting

The following requirements shall supplement the requirements of Appendix B, *Employees, Subcontractors and Agents*, and *Subcontractors and Suppliers*:

A. The Contractor shall not in any way be relieved of any responsibility under the Contract by any subcontract. The Contractor shall be solely responsible to the State and Authorized User for the acts or defaults of its Subcontractor(s) and of such Subcontractors' officers, agents, and employees, each of whom shall for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract. Any

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deliverable provided or furnished by a Subcontractor shall be deemed for purposes of the Contract to be provided or furnished by the Contractor.

B. The Contractor shall inform each Subcontractor fully and completely of all provisions and requirements of the Contract, including (1) those relating either directly or indirectly to the deliverables to be provided and the materials to be furnished or services provided pursuant to its respective subcontract, (2) to maintain and protect against any unauthorized disclosure of records with respect to work performed under the subcontract in the same manner as required of the Contractor, (3) those relating to the State's rights to audit records and (4) to cooperate with any investigation, audit, or other inquiry related to the Contract or any litigation relating thereto. Contractor agrees that every such subcontract shall expressly stipulate that all labor performed and materials furnished pursuant thereto shall strictly comply with the requirements of the Contract and that no subcontract shall impair the rights of the State or Authorized User or create any contractual relationship between the Subcontractor and the State or Authorized User.

C. The Contractor shall pay all Subcontractors for and on account of services and/or deliverables provided by such Subcontractors in accordance with the terms of their respective subcontracts. If and when required by the State or Authorized User, the Contractor shall submit satisfactory evidence that it has made such payment.

D. The Contractor shall require that the Subcontractor must pass through all terms and conditions of the Contract, including but not limited to Appendix A, to any lower tier Subcontractors.

2.21 Contractor Requirements and Procedures for Participation by New York State Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Office of General Services ("OGS") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for MWBEs. Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State, or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

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III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.

1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.
2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 – Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. NYS Contract System Workforce Utilization Reporting Module (Commodities & Services)

1. The Contractor shall complete and shall require each of its subcontractors to complete a Workforce Audit on a quarterly basis throughout the term of this Contract, by the 10th day of April, July, October, and January. To report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. Contractor shall coordinate with its subcontractors to ensure that all workers associated with this Contract are properly counted and reported. To prepare the report, Contractor and its subcontractors shall use the NYS Contract System Workforce Audit Module found at the following website:
<https://ny.newnycontracts.com>.
2. Separate audits shall be completed by Contractor and all subcontractors utilized on this contract and the Contractor is responsible for ensuring timely submission of the Workforce Audit by their subcontractors.
3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

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- D. Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. Contract Goals

- A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/>. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

B. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

V. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/MWBE>

Vendor must scroll down to the section titled COMMODITY & SERVICE CONTRACTS and use the appropriate forms under this section only.

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2.22 Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses

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

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

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/Veterans/>.

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteranDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/Veterans/>

2.23 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with Section 889 of the National Defense Authorization Act ("NDAA") for fiscal year 2019, under this Contract or subcontract thereunder, Contractor or Subcontractor shall not provide to the State or Authorized User any equipment, system, or service that uses covered telecommunications equipment or services, as defined by the NDAA, as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception applies or the covered telecommunications equipment or services are covered by a waiver, as set forth in the NDAA and the rules and regulations promulgated thereunder.

2.24 Overlapping Contract Products

Products/services available under this Piggyback Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

2.25 NYS Vendor Responsibility

The Contractor shall at all times during the Piggyback Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Piggyback Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Activity under the Piggyback Contract may resume at such time as the

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Commissioner of OGS issues a written notice authorizing a resumption of performance under the Piggyback Contract.

The Contractor agrees that if it is found by the State that Contractor's responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Piggyback Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Piggyback Contract may be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Piggyback Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

2.26 Non-State Agencies Participation in Centralized Contracts

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B *Participation in Centralized Contracts*. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the *Price* clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<https://ogs.ny.gov/procurement/nys-laws-extending-use-state-centralized-contracts>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

2.27 New Accounts

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

2.28 Contract Modifications

A. Piggyback Contract Modifications

Any modifications to this Piggyback Contract, must be made by an instrument in writing executed by the Parties, and subject to approval by OSC.

B. Master Contract Modifications

Contractor shall submit copies of any modifications to the Master Contract terms and conditions to OGS for review prior to enactment. Subject to approval by OSC, if required, OGS may accept a modification to the Master Contract in full. If the Master Contract modification requires a modification to this Contract, it shall be made in accordance with Paragraph A above. See Section 2.8 *Price and Product Updates* above, for modifications to the Master Contract price list.

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C. Authorized Users

An Authorized User shall not have the authority to accept any requests for modifications to the Piggyback Contract, which must be handled as outlined in Paragraph A of this section. However, in accordance with Appendix B *Modification of Contract Terms*, in a specific transaction an Authorized User shall have the authority to accept an offer from Contractor for more advantageous terms and pricing than those provided under this Piggyback Contract.

2.29 Contract Documents; Electronic Format

OGS requires Contractor to submit all documents to OGS in an electronic format, including electronic copies of documents that require original signatures. Documents requested by OGS should be submitted in the format specified by OGS, which may include a requirement for an electronic signature that has been generated by software (e.g., DocuSign or Adobe Acrobat Sign). Contractor is responsible for retaining all copies and originals (if applicable) of documents submitted to OGS for the term of the Contract and any extensions thereof, and for a period of six (6) years after the term of the contract has ended. This requirement includes both electronic documents, and original paper documents with required original signatures that have been scanned and submitted electronically. Contractor shall submit such retained documents to OGS upon request. If Contractor seeks to assign the Contract during the term, Contractor shall provide all documents relating to the bid and Contract that it has retained to the successor Contractor (transferee/assignee) upon OGS consent to the assignment.

2.30 Downstream Prohibition

Any and all work from this Contract that involves developing specifications, establishing a base for other applications, or otherwise gaining information that would give the Contractor an unfair competitive advantage in a future procurement may result in the Contractor being precluded from further work ("Downstream Prohibition") due to conflicts of interest. Authorized User shall provide notification of any Downstream Prohibitions known at the time the mini-bid is released. It is in the interest of the Authorized User and the Contractor to explore these issues during the pre-award negotiations and review as the project progresses. See State Finance Law section 163-a and section 163 (2) for additional information on the statutory prohibitions. Non-State Agency Authorized Users may have additional prohibitions.

2.31 Consultant Disclosure Legislation

In 2006 the NYS State Finance Law was amended to require state contractors who provide consulting services to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked, and the amount paid to the contractor by the state as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with the state contractor.

Under this law, consulting services contracts have been defined as any contract entered into by a State Agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

In order to comply with this law the bidder must complete Consultant Disclosure, Form A, located at <https://www.osc.state.ny.us/files/state-agencies/2017-11/agency-form-ac3271s.doc>.

This form will need to be submitted by all applicants to a mini-bid. The purpose of this form is to capture the necessary planned employment information prospectively from the start date of the Purchase Order through the end of the Purchase Order term.

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2.32 Travel, Meals, and Lodging

When provided for in the mini-bid and resultant Purchase Order, the Authorized User may reimburse travel expenses. All rules and regulations associated with this travel can be found at <https://www.osc.ny.gov/state-agencies/travel>. In no case will any travel reimbursement be paid that exceeds these rates. All travel will be paid only as part of a deliverable specified within Purchase Order and must be billed with that associated invoice with receipts attached.

The Contractor shall receive prior approval from the Authorized User for any travel that occurs during the term of a Purchase Order. Parking costs may not be paid by an Authorized User unless agreed upon in the Purchase Order.

Unless otherwise specified in writing by the Authorized User, a vehicle will not be provided by Authorized User to the Contractor for travel. Therefore, the Contractor will be responsible for ensuring that the Contractor has access to an appropriate vehicle (e.g., personal vehicle or rental vehicle) or common carrier with which to carry out any necessary travel.

For the Contractor to obtain reimbursement for the use of a rental vehicle, such use must be justified as the most cost-effective mode of transportation under the circumstances (including consideration of the most effective use of time).

The Contractor shall provide evidence of three (3) written or telephone price quotes, and the paid invoice must detail the type of vehicle rented, miles traveled, license plate number, and time of pickup and return. The Contractor is responsible for keeping adequate records to substantiate any claims for reimbursement by personnel for travel in performance of the services. Determinations regarding claims for reimbursement are at the sole discretion of the Authorized User.

3. GENERAL PROVISIONS**3.1 Notices**

Unless otherwise provided in the Contract, notices, demands, designations, certificates, requests, offers, consents, approvals, and other instruments ("Notices") given pursuant to this Contract shall be in writing to the Parties' respective representative and shall be validly given when e-mailed, mailed by registered or certified mail, or hand delivered.

The Parties may, from time to time, specify any address for purpose of notices under this Contract by giving fifteen (15) days written notice to the other party. The Parties agree to mutually designate individuals as their respective representatives for purposes of this Contract. Contact information for the designated individuals will be set forth on the Contract Award Notification ("CAN") and on the Contractor Information page for this Contract, which will be posted on the OGS website.

3.2 Captions

The captions contained in this Piggyback Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

3.3 Severability

If any provision of this Piggyback Contract is deemed invalid or unenforceable, such determination shall have no effect on the balance of the Piggyback Contract, which shall be enforced and interpreted as if such provision was never included in the Piggyback Contract.

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3.4 Counterparts

This Piggyback Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Contract. Any signature page of any such counterpart may be attached or appended to any counterpart to complete a fully executed counterpart of this Contract, and shall bind such party.

3.5 Entire Agreement

This Piggyback Contract and the referenced appendices and attachments constitute the entire agreement between the Parties hereto 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, and the Piggyback Contract shall not be changed, modified or altered in any manner except as provided in Section 2.28 of this Piggyback Contract, *Contract Modifications*.

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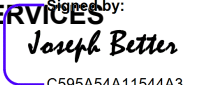
IN WITNESS WHEREOF, the Parties have executed this Piggyback Contract as of the date last written below, and the Piggyback Contract shall become effective and binding on the date of OSC approval. The Parties further hereby certify that copies of this executed and approved signature page will be affixed, upon final approval, to exact copies of this Piggyback Contract being executed simultaneously herewith. The Parties agree that this Piggyback Contract may be signed electronically, and that by signing below, the Parties intend to be bound by the terms of this Piggyback Contract. The Parties understand and agree that electronically signing the document is the legal equivalent of having placed a handwritten signature and affirmation on the document.

By signing, you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Piggyback Contract, Appendix A *Standard Clauses For New York State Contracts* (June 2023), Appendix B *General Specifications* (July 2026), and State Finance Law § 139-j and § 139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, Contractor affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law § 139-j(3) and § 139-j(6)(b).

CONTRACTOR

Signature: 
D69BDE4E11D54AC...
Printed Name: Mike Riffel
Title: Partner
Date: 7/6/2026 | 10:42 AM EDT
Company Name: Plante & Moran PLLC
Federal ID: 33-1498605
NYS Vendor ID: 1100330919

**THE PEOPLE OF THE STATE OF NEW YORK,
ACTING BY AND THROUGH THE COMMISSIONER
OF GENERAL SERVICES**

Signature: 
C595A54A11544A3...
Printed Name: Joseph Better
Title: Assistant Director
Date: 9/21/2026 | 9:36 AM EDT
Office of General Services

**NEW YORK STATE OFFICE OF THE STATE
COMPTROLLER**

