

REQUEST FOR PROPOSALS  
FOR  
AUDITING SERVICES  
**PIN 21426000181**

February 2026

CITY OF NEW YORK  
DEFERRED COMPENSATION PLAN & NYCE IRA  
[A Fiduciary Fund of the City of New York]

REQUEST FOR PROPOSALS  
FOR  
AUDITING SERVICES  
PIN 214260000181

THIS REQUEST FOR PROPOSALS (“RFP”) INCLUDES THE FOLLOWING:

SECTION I - INTRODUCTION  
SECTION II - SCOPE OF WORK AND CONTENTS OF PROPOSAL  
SECTION III - PROPOSAL EVALUATION PROCEDURES  
SECTION IV - PROPOSAL SUBMISSION PROCEDURES  
SECTION V - GENERAL INFORMATION  
SECTION VI - GENERAL PROVISIONS OF THIS SOLICITATION  
SECTION VII - ADDITIONAL REQUIRED PROVISIONS OF THE CONTRACT(S) RESULTING FROM THIS RFP  
PROPOSAL SUBMISSION FORM  
ACKNOWLEDGMENT OF ADDENDA FORM  
ATTACHMENT A – PRICE PROPOSAL FORM

THE FOLLOWING REQUIRED DOCUMENTS MUST BE DOWNLOADED FROM THE PLAN’S WEB SITE, LOCATED AT: <http://www1.nyc.gov/site/olr/about/about-rfp.page>

- 1) ALL INVESTMENT OPTIONS 2025 MONTHLY CASH FLOW HISTORY (Exhibit I)
- 2) RULES & REGULATIONS OF THE NEW YORK STATE DEFERRED COMPENSATION BOARD
- 3) APPENDIX A FOR THE DEFERRED COMPENSATION PLAN - THE GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL AND TECHNICAL SERVICES
- 4) APPENDIX B – IDENTIFYING INFORMATION RIDER & PRIVACY PROTECTION RIDER
- 5) BIDDER’S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT (Exhibit II)
- 6) DOING BUSINESS ACCOUNTABILITY PROJECT/CONTRACT, FRANCHISE AND CONCESSION PROPOSERS—FREQUENTLY ASKED QUESTIONS
- 7) DOING BUSINESS DATA FORM (Exhibit III)

**AUTHORIZED AGENCY CONTACT PERSON**

PROPOSERS ARE ADVISED THAT THE AUTHORIZED AGENCY CONTACT PERSON FOR ALL MATTERS CONCERNING THIS RFP IS:

NAME: Beth Kushner  
TITLE: Executive Director  
ADDRESS: 22 Cortlandt Street, 28<sup>th</sup> Floor  
New York, NY 10007  
RFP Mail box [RFPMail@nyceplans.org](mailto:RFPMail@nyceplans.org)

IMPORTANT: The City of New York Comptroller is charged with the audit of contracts in the City of New York. Anyone who believes that there has been unfairness, favoritism or impropriety in the City’s contracting process should inform the New York City Comptroller’s Office, Bureau of Contract Administration, 1 Centre Street, Room 1005, New York, NY 10007; email: [contract@comptroller.nyc.gov](mailto:contract@comptroller.nyc.gov)

## **SECTION I**

### **A. INTRODUCTION**

The New York City Deferred Compensation Plan (“Plan”), acting on behalf of the Deferred Compensation Board (“Board”), is inviting independent certified public accounting firms to submit proposals for the following services:

1. Performing the audits of the financial statements of the New York City Deferred Compensation Plan & NYCE IRA. Audits must be made in accordance with Generally Accepted Auditing Standards (GAAS) as promulgated by the American Institute of Certified Public Accountants (AICPA). The Plan is a fiduciary fund of the City of New York (the “City”).
2. Performing a cybersecurity assessment of the New York City Deferred Compensation’s Plan technology environment in accordance with 23 NYCRR 500 – NYS Department of Financial Services – Cybersecurity Requirements for Financial Services Companies, NIST Cybersecurity Framework 2.0 and associated practices based on best practices in cybersecurity in order to protect the Plan’s digital assets by efficiently leveraging technology.

(Please be advised the cybersecurity assessment services may be provided by the proposing accounting firm through a joint venture/partnership/subcontract with a third party vendor.)

The City of New York Deferred Compensation Plan & NYCE IRA is composed of a 457 plan, a 401(k) plan, a deemed IRA and a 401(a) plan. The 457 Plan and the 401(k) Plan offers participants the ability to make both pre-tax and Roth contributions. The Plan established a 408(q) deemed IRA program (“NYCE IRA”). The NYCE IRA is both a traditional IRA and a Roth IRA along with a spousal component. The 401(a) Plan is exclusively utilized for employer contributions made to eligible participants.

Proposers are encouraged to review the Plan’s Web site, including a review of the Summary Guide of Plan Provisions and Annual Reports, in order to enhance understanding of the Plan’s operation and customer service offerings.

Proposal specifications are set forth in Section II, “Scope of Work and Contents of Proposal.”

**Proposals in response to this RFP are due no later than 4:30 P.M. Eastern Time on Wednesday, March 11, 2026.**

**Consistent with the policies expressed by the City, proposals from certified minority-owned and/or women-owned businesses or proposals that include partnering arrangements with certified minority-owned and/or women-owned firms are encouraged. Additionally, proposals from small and New York City-based businesses are also encouraged.**

If you have any questions regarding this RFP, please email them to the attention of Beth Kushner, Executive Director/Agency Authorized Contact Person for this solicitation, at [RFPMail@nyceplans.org](mailto:RFPMail@nyceplans.org). The subject line of the email must contain the name of the RFP and the PIN number. Please do not attach any files; please include your questions in the body of the email only.

## **B. PLAN SPECIFICATIONS**

### **457 Plan Specifications**

The 457 Plan was established in 1986, and has a potential population of 435,000 employees, with a total payroll of approximately \$20 billion. The average contribution level is 7.05% of the participants' pay. The 401(k) Plan began accepting contributions on January 1, 2002 and has an eligible population of approximately 440,000 with a total annual payroll of approximately \$20 billion. Average monthly contributions to the 401(k) Plan are \$19 million. The average contribution level is 5.20% of the participants' pay. The 401(k) Plan began accepting Roth contributions in April 2006. The NYCE IRA was established in November 2006.

**Statistics by plan as of December 31, 2025 are included in the table below:**

<b>Plan Type</b>	<b>Eligible</b>	<b>Active Accounts</b>	<b>Payout Accounts</b>	<b>Average Mo Contribution</b>
457 - Pre-Tax only - Roth only - Both	423,824	159,970 77.06% 4.39% 18.56%	24,009	\$83,203,243.48
401(k) - Pre-Tax only - Roth only - Both	439,322	67,663 67.23% 9.94% 22.83%	4,279	\$27,691,652.98
NYCE IRA - Traditional - Roth (7/1/07)	439,322 + spousal component	5,864	788	N/A
401(a)	191	2,812	41	N/A

Voya Financial (“Voya”) is presently the Plan’s Recordkeeper. Voya performs the recordkeeping for the Plan and is responsible for the maintenance of account records for each participant. Voya values participants’ accounts on a daily basis and issues statements to participants on a quarterly basis. Voya recordkeeps monies that have been contributed to the Plan through payroll deductions and rollovers and allocates the funds among the various investment options that are available in the Plan in accordance with participants’ directions. Participants have the option of changing their investment allocations and transferring monies among investment options at any time, subject to Plan rules.

The Plan’s master global custodian is presently Bank of New York Mellon (“Master Custodian”) who is responsible for the custody of all Plan assets, the striking of the daily NAV for all the Plan funds and the settlement of all trades.

The Master Custodian provides the following services:

- a) Custody
- b) Daily Valuation/Unitization
- c) Securities Settlement
- d) Income Collection

- e) Accounting and Reporting
- f) Performance Measurement
- g) Investment Guidelines' Compliance Monitoring
- h) Commission Recapture Compliance Monitoring
- i) Maintains the Plan's Pre-Arranged Portfolios in accordance with an established glide path.

The following are the basic provisions of the Plan:

**Plan Year End**

December 31

**Valuation Basis and Frequency**

- a) Investment options: daily, in both units and dollars.
- b) Participants' accounts: daily, by aggregating the value of each participant's separate interests, if any, in each investment option.

**Participant Statements**

Participants receive notification, via e-mail, that their quarterly statements are available for viewing and downloading by accessing their on-line account. Participants can elect to receive written quarterly statements. Interim statements can be requested through the Web site. Account access is available continuously through the telephone voice response system and Web site.

**Eligibility**

Employees of the City of New York (Mayoralty agencies) and the following entities are eligible to participate in both the 457 Plan, 401(k) Plan and the NYCE IRA:

- (1) Department of Education
- (2) New York City School Construction Authority
- (3) New York City Housing Authority
- (4) NYC Health + Hospitals
- (5) The New York City Municipal Water Finance Authority
- (6) The New York City Teachers' Retirement System
- (7) The New York City Employees' Retirement System

Employees of the City University of New York community colleges are eligible to participate in the 401(k) Plan and NYCE IRA only.

Employees of the Transit Authority and the Cultural Institutions and Libraries are not eligible for participation in the Plan.

Only employees of the City of New York, specified in the 401(a) Plan document, who are subject to collective bargaining and receive an employer contribution, are eligible to participate in the 401(a) Plan.

**Commencement of Deferrals**

Deferrals to the 457 Plan or the 401(k) Plan begin following enrollment via paper form or the Web site. The NYCE IRA accepts contributions via payroll deductions and check, money order or through a rollover at the discretion of the participant.

**Contributions**

- a) 1% to 75% of a participant's compensation to the Plan, in increments of 0.5%.
- b) Minimum contribution is 1% per pay period.

- c) Maximum contribution amount of \$24,500 (\$32,500 for participants over age 50, \$35,750 for participants ages 60, 61,62 and 63) for the 457 Plan - pre-tax and Roth combined in calendar year 2026. In addition, the same amount may be contributed to the 401(k) Plan - pre-tax and Roth combined in calendar year 2026. Effective 2026 age 50 or older participants that earned greater than \$150,000 in FICA wages (Box 3 on Form W-2) in 2025, can only make age based (Age 50+ or Ages 60-63) catch-up contributions to your 457 or 401(k) plan on a Roth (after-tax) basis.
- d) Maximum contribution amount is \$8,000 (\$8,600 for employees over age 50) to the NYCE IRA - traditional and Roth combined in calendar year 2026.
- e) Under the 457 plan, the Plan offers Deferred Acceleration for Retirement (DAR) for those participants who have underutilized 457 deferrals. Annual contribution limit is doubled for each of the three (3) calendar years before reaching “Normal Retirement Age.” Additional “over age 50” contribution is not included when calculating underutilized deferrals and cannot be used in the same year(s) DAR is used.

**Changes in Contribution Rate**

Effective as of the first day of any payroll period with 14 days’ prior notice. Participants may suspend contributions as of the first day of any payroll period with 14 days’ prior notice. Contributions to the NYCE IRA are currently made by payroll deductions or personal check, money order or through a rollover, at the discretion of the participant.

**Employer Contributions**

The amount of the employer contribution to the 401(a) Plan is determined by labor agreements. The 401(a) Plan will be utilized only for employer contributions.

**Investment Options:**

As of December 31, 2025, twenty funds were provided:

<b>Investment Options</b>	<b>December 31, 2025 Balance: 457 Plan</b>	<b>December 31, 2025 Balance: 401k Plan</b>	<b>December 31, 2025 Balance: IRA</b>	<b>December 31, 2025 Balance: 401a</b>
STABLE INCOME FUND	\$4,547,730,015.99	\$730,468,217.17	\$162,069,114.43	\$2,464,029.95
BOND INDEX FUND	\$468,271,294.58	\$134,797,641.48	\$11,431,307.60	\$219,959.73
EQUITY INDEX FUND	\$11,085,601,104.62	\$1,414,235,217.55	\$189,962,595.33	\$21,261,472.74
GLOBALLY SOCIALLY RESPONSIBLE	\$677,170,031.02	\$122,612,679.73	\$11,037,779.58	\$810,711.32
MID-CAP EQUITY INDEX FUND	\$1,408,005,200.24	\$339,204,770.78	\$29,885,494.56	\$1,566,013.48
INTERNATIONAL EQUITY FUND	\$1,017,416,144.21	\$209,709,207.25	\$19,082,585.39	\$1,582,000.78
SMALL CAP EQUITY FUND	\$3,353,764,285.52	\$396,991,983.15	\$39,862,774.89	\$7,209,658.09
STATIC ALLOCATION FUND	\$381,607,096.32	\$123,423,575.69	\$25,387,796.97	\$399,669.91
2010 FUND	\$48,824,219.21	\$10,203,629.59	\$1,248,313.95	\$55,105.88
2015 FUND	\$558,997,158.60	\$132,120,991.83	\$11,352,529.35	\$659,086.03
2020 FUND	\$347,653,878.90	\$101,047,326.78	\$17,963,521.53	\$390,584.37
2025 FUND	\$977,984,657.56	\$274,824,466.01	\$24,190,392.52	\$868,852.65
2030 FUND	\$834,486,084.56	\$285,581,459.15	\$27,348,016.34	\$463,896.19
2035 FUND	\$753,495,948.42	\$285,689,855.94	\$21,381,167.30	\$673,992.82
2040 FUND	\$668,999,261.33	\$245,312,855.76	\$16,870,728.87	\$307,253.08
2045 FUND	\$738,040,755.11	\$276,520,438.50	\$11,570,016.87	\$340,457.96

<b>Investment Options</b>	<b>December 31, 2025 Balance: 457 Plan</b>	<b>December 31, 2025 Balance: 401k Plan</b>	<b>December 31, 2025 Balance: IRA</b>	<b>December 31, 2025 Balance: 401a</b>
2050 FUND	\$604,276,645.30	\$213,818,583.94	\$8,687,480.07	\$253,930.60
2055 FUND	\$544,469,521.99	\$178,157,879.05	\$5,049,722.91	\$135,638.07
2060 FUND	\$193,347,221.61	\$73,128,626.84	\$3,808,474.43	\$110,838.30
SELF-DIRECTED BROKERAGE OPTION	\$353,873,185.42	\$71,205,662.16	\$0.00	\$0.00
Total value of Plan assets:	<b>\$29,564,013,710.51</b>	<b>\$5,619,055,068.35</b>	<b>\$638,189,812.89</b>	<b>\$39,773,151.95</b>

The Self-Directed Brokerage Option (SDBO) offers participants the opportunity to invest among more than 15,000 mutual funds and ETFs. Participants are restricted to moving no more than 20% of their total account balance to the SDBO. Schwab administers the SDBO.

#### **Allocations among Investment Options**

Participants may allocate contributions among investment options in multiples of 1% for future contributions. Investment allocation changes are effective the next business day. There is no restriction on the number of times a participant may make an investment allocation change.

#### **Transfers among Investment Options**

Participants may transfer multiples of 1% of existing balances between investment options. Participants can also indicate a dollar amount to be transferred between investment options on the Web site. There is no restriction on the number of times a participant may transfer existing balances, except that once a participant transfers assets into another of the Plan funds, those same assets will be subject to a 2% redemption fee, if removed prior to 32 days. Transfers between investment options made by participants no later than 4:00 P.M. Eastern Time are effective that business day. Transfers between investment options made by participants after 4:00 P.M. Eastern Time are effective the next business day.

#### **Distributions/Withdrawals**

Participants in the 457 Plan may receive a distribution of their accounts upon reaching age 59½ or severance of service with the City. Participants may postpone distribution from the pre-tax portion of their account until the later of reaching age 73 or severance from service with the City. Roth contributions to the 457 Plan are not subject to Required Minimum Distributions. Participants contributing to the Roth 457 must be 59½ years or older and have established the account for at least five (5) years in order to qualify for a tax-free distribution; otherwise participants become subject to applicable income taxes on the earnings. 457 Plan participants are eligible to receive an in-service distribution if the Board determines that an unforeseeable emergency has occurred, as defined in the Internal Revenue Code. There is no minimum withdrawal for an emergency and no repayment required. Plan participants may take an in-service distribution, of up to \$5,000 per child per plan, due to a qualified birth or adoption. In addition, the 457 Plan allows participants to take in-service loans in accordance with IRC §72(p). Furthermore, 457 Plan participants' accounts that meet the IRC conditions for distribution of Small Accounts (De Minimis) may be distributed. Otherwise, participants may not withdraw from their accounts while still employed by the City. Participants may, however, use 457 funds to purchase permissive service credits in a qualified pension system.

Participants in the 401(k) Plan may receive distribution of their accounts upon severance of service with the City or upon the reaching of age 59½. Distributions prior to age 59½ are subject to an early withdrawal penalty. Participants may postpone distributions from the pre-tax portion of their account until the later of reaching age 73 or severance from service to the City. Roth contributions to the 401(k) Plan are not subject to Required Minimum Distributions. Plan participants may take an in service distribution, of up to \$5,000

per child per plan, due to a qualified birth or adoption. Additionally, 401(k) Plan participants may be able to receive funds during service with the City, by submitting a heavy and immediate need hardship distribution form to the Plan. In addition, the 401(k) Plan allows participants to take in-service loans in accordance with IRC §72(p). Participants contributing to the Roth 401(k) must be 59½ years or older and have established the account for at least five (5) years in order to qualify for a tax-free distribution; otherwise participants become subject to an IRS 10% early withdrawal penalty and applicable income taxes on the earnings. Participants may use 401(k) funds to purchase permissive service credits in a qualified pension system.

Distributions from the 401(a) Plan are expected to follow those of the 401(k) Plan, except with the absence of in-service loans and hardships.

Withdrawals from the NYCE IRA are available at the request of the employee. Withdrawals prior to age 59½ are subject to an early withdrawal penalty. Employees with a NYCE Traditional IRA may postpone withdrawals until reaching age 73. Employees with a NYCE Roth IRA are not required to take Required Minimum Distributions.

### **Distribution Methods**

- a) Total Lump sum
- b) Installments: monthly, quarterly, semi-annually, or annually
- c) Partial Lump Sum
- d) Partial Lump Sum with installments

### **Distribution Valuation**

Distributions from the 457 Plan and the 401(k) Plan are processed no sooner than forty-five (45) days after a participant's severance from City service. However, if a participant has already been severed for at least forty-five (45) days as of the date of distribution request, the processing time is approximately thirty (30) days. Distributions are taken proportionately from the investment vehicles, unless otherwise specified by the participant. NYCE IRA withdrawals are processed within ten (10) days of participant's request. Taxes are withheld in accordance with applicable federal and state regulations. The Recordkeeper issues distribution checks/EFTs along with corresponding tax statements.

Participants may request loans from both the 457 Plan and the 401(k) Plan. Participants are allowed one loan per twelve (12) months, not to exceed two loans per plan. The minimum loan amount is \$2,500 and the maximum is the lesser of 50% of the account balance or \$50,000 in combined employer loans. The terms of the loans are from one to five years. The highest outstanding loan balances for the last twelve (12) months must be coordinated with all City defined contribution plans and defined benefit plans.

### **Transfers and Rollovers**

The 457 Plan accepts transfers only from other IRC §457 plans. The 401(k) Plan accepts rollovers from other eligible retirement plans, union annuities and traditional Individual Retirement Accounts (IRAs). The 401(k) Plan maintains a special account specifically for rollovers from City pension systems and union annuities. Rollovers from the 401(k) Plan, the 457 Plan, the 401(a) Plan and the NYCE IRA may be made to another eligible retirement plan or IRA. The NYCE IRA accepts rollovers from other eligible retirement plans and IRAs. Participants may also perform in-service plan rollovers from the pre-tax 457 to the Roth 457 or the pre-tax 401(k) to the Roth 401(k), subject to applicable income taxes.

### **Participant Quarterly Fees**

Participants are currently assessed a quarterly fee of \$20.00 for participation in all Plan programs (if a participant has multiple accounts (457, 401(k), NYCE IRA), a single \$20 administrative fee is charged). The fee is deducted proportionately from all investment options in which the participant is invested and is shown on the individual participant's quarterly statement as such. In addition, each of the investment

options offered by the Plan includes a .0375% administrative fee into the daily NAV along with the investment management fees.

In-service loans taken from the 457 or 401(k) plan are assessed an origination fee of \$50 and a quarterly maintenance fee of \$8.75.

Participants who maintain balances in the SDB account with Schwab are assessed an additional annual fee of \$50 by the Recordkeeper.

**Plan Amendments**

The City of New York reserves the right to amend the existing Plan provisions, including, but not limited to, the areas of contributions, investment options, transfer privileges, and distribution rights.

**C. RFP TIMETABLE**

RELEASE DATE OF THE RFP:	02/11/26
A PRE-PROPOSAL CONFERENCE WILL NOT BE HELD.	
THE AGENCY CANNOT ENSURE A RESPONSE TO INQUIRIES RECEIVED BY THE AGENCY LATER THAN	03/04/26
ALL PROPOSALS MUST BE SUBMITTED NO LATER THAN 4:30 P.M. EASTERN TIME ON [PROPOSAL SUBMISSION DEADLINE]:	03/11/26
THE PROJECTED DATE FOR SELECTION OF FINALISTS:	05/06/26
THE PROJECTED DATE FOR NOTIFICATION OF FINALISTS:	05/08/26
THE PROJECTED DATE FOR ORAL PRESENTATIONS:	05/20/26
THE PROJECTED CONTRACT AWARD DATE IS ON OR ABOUT:	05/28/26
THE PROJECTED CONTRACT START DATE IS ON OR ABOUT:	12/01/26

## **SECTION II**

### **A. SCOPE OF WORK**

The selected firm (the “Firm”) will be required to provide, at a minimum, the services listed below.

#### **1. Auditing Services**

##### **a. Scope of Audit**

The Firm shall provide professional personnel to conduct the audit of the financial statements of the Plan. The audit shall be conducted annually and be in accordance with auditing standards generally accepted in the United States of America (GAAS).

The objectives of the audit are to obtain a reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor’s report. The report shall include the Firm’s opinion as to whether the general purpose financial statements are presented in accordance with accounting standards generally accepted in the United States of America for state and local governmental entities. Each audit shall be completed and draft financial statements (prepared or published) no later than May 1st of each year of the engagement period.

The scope of the audit must be detailed in a formal audit plan, which will be reviewed and approved by the New York City Deferred Compensation Board’s Audit Committee (“Committee”). The Committee shall monitor and review the critical aspects of the audit engagement including the general performance of the auditors, the planned scope of work and audit progress. The auditor must be available to meet with the Committee in preparation for the audit and, at its conclusion, to discuss any significant issues that may have surfaced during the course of the audit. The auditor shall, on a regular basis, advise the Committee of significant accounting and reporting issues and recent professional and regulatory pronouncements, and their impact on the financial statements.

The Plan will prepare the following working papers, schedules, and statements which will be provided to the Firm:

- Accounts Payable Lead Sheet
- Accrued Income Schedule
- Administrative Expenses
- Assets & Liabilities Lead Schedule
- Cash Reconciliation
- Checks & Investment Reconciliation
- Expenses & Accruals Lead Sheet
- Statements of Net Assets Available for Fund Benefits
- Statements of Changes in Net Assets Available for Fund Benefits
- Notes to Financial Statements
- Investment Income Schedule

The final audit report and financial statements, including the letter for the Comprehensive Annual Report, should be issued no later than two days after the Board meeting. The Board meeting is usually scheduled for the first Wednesday in June. The audited financial statements will be included in the Annual Report of the Plan and will be included in the Comprehensive Annual Financial Report of the City, since the Plan constitutes a fiduciary fund of the City, in accordance with Governmental

Accounting Standards Board Statement 14. Additionally, the Firm shall consult with the Plan's management on audit progress and related accounting policy issues. The responsible partners and/or the managers of the Firm must attend these meetings, including the meetings of the Committee and the meeting of the City's Audit Committee.

b. Management Letters

The Firm shall produce management letters each year of the engagement period. Such letters shall present the observations and recommendations of the Firm for improvement of the internal control structure, policies and procedures of the Plan or state that the Firm has noted no circumstances warranting recommendations for improvement. Draft management letters must be provided to the Plan's Administration for review and comment no later than May 1st of each year of the engagement period.

c. Information Technology Observations and Recommendations

In conjunction with the issuance of the annual audit of the Plan's financial statements, the Firm shall consider the internal controls within the Plan's information technology infrastructure and the Plan's information systems, practices, and operations in order to 1) assist the Firm to gain reliance on the computer controls for an effective and efficient audit process through the validation that information systems are safeguarding assets and maintaining data integrity and 2) provide recommendations as to whether the use of automation is being optimally utilized and operating effectively and efficiently to contribute to Plan's goals and objectives.

## 2. Cybersecurity Assessment

The Firm shall provide professional IT personnel to conduct the cybersecurity assessment of the New York City Deferred Compensation Plan technology environment in accordance with 23 NYCRR 500 – NYS Department of Financial Services – Cybersecurity Requirements for Financial Services Companies, NIST Cybersecurity Framework 2.0 and associated practices as set forth in Attachment B. The cybersecurity assessment along with network penetration testing shall be conducted annually and based on best practices in cybersecurity, which will result in a detailed evaluation and recommendations report. Each cybersecurity assessment shall be completed and a final report issued no later than May 1st of each year of the engagement period, in conjunction with the financial audit results

The scope of the cybersecurity assessment must be detailed in a formal plan, which will be reviewed and approved by the Committee. Plan Administration shall monitor the critical aspects of the cybersecurity assessment including the general performance of the assessment and the planned scope of work. The Firm must be available to meet with the Committee in preparation for the cybersecurity assessment and, at its conclusion, to discuss any significant issues that may have surfaced during the course of the assessment.

The performance of a cybersecurity assessment of the Plan shall include interviews with Plan IT personnel, review of Plan policy and procedure documentation, review of the results of the network penetration testing, and the observation of system configurations. The scope of work must include an assessment of the information security management practices, the primary infrastructure, network, server and database storage environment, and the information security practices in the primary and backup locations.

## **B. CONTENTS OF PROPOSAL**

Proposers' responses to this RFP must contain the following:

### **Audit Services Qualifications**

Please provide the following information:

1. **Overview:** A brief summary of how your firm intends to provide the auditing services required under this RFP.
2. **Workplan:** A detailed audit work plan, including timeline, key audit areas, and your approach to internal control evaluation and compliance testing. An explanation of your firm's technical approach to the implementation of the engagement with specific reference to matters including, but not limited to, the following:
  - a. A detailed work plan and methodology listing strategies, tasks to be accomplished, and their sequence. The work plan must include the following:
    - i. Estimated work hours for completing each task and/or deliverable and total project work hours.
    - ii. Number of work hours by staff category and the billing rate for each staff category.
    - iii. Detailed implementation schedule clearly indicating tasks and task completion dates and the work product(s) to be provided at the completion of each task.
    - iv. Details on the amount of support and interaction you may require with the City of New York and various vendors.
  - b. Describe how you will use any specialists or IT tools.
  - c. Explain your quality control process to ensure the audit is peer reviewed and delivers quality information.
  - d. Potential issues that your firm might reasonably expect to encounter during the engagement period and suggested approaches to mitigating such issues.
  - e. Samples of audit/management reports and management letters previously issued for other similar type/size audit engagements. Proposals will not be considered without these samples.
3. **Proposed Team:** Identify the key engagement team and their credentials.
  - a. Provide the proposed team structure including the supervising auditor/manager.
  - b. The supervising auditor/manager must have performed at least five deferred compensation/retirement plan audits for a government entity within the last three years. Designate the individual and include the name, title, address, and email of each individual, along with a brief description of his/her qualifications and experience.
  - c. Provide resumes for the rest of the team, identifying their roles and prior experience auditing 457, 401(k), IRA, and 401(a) plans.
  - d. Describe any ongoing training in pension/benefit plan auditing provided to the team and how your team keeps up-to-date on laws and regulations.
  - e. Confirm your firm will insure that a partner-level member of your firm will be available and readily accessible to the Plan Administration and the Audit Committee throughout the engagement period.
  - f. Describe how the team will keep the Plan informed on changes to laws and regulations impacting the Plan.

4. **Firm Qualifications:** Provide information evidencing your firm's qualifications and ability to perform the required services.
- a. Give a brief description of your company's financial structure, including ownership and general financial condition.
  - b. Provide the latest annual report or other financial reports (including audited financial statements) that indicate the financial position of your organization. If your company is privately held, list owners with 5 percent or more of equity.
  - c. How long has your company been operational? Has your company been known by any other names(s) in the last ten (10) years? Is your company a division or subsidiary of a parent firm?
  - d. Do you have an affiliation with other entities either directly or indirectly? Please explain the nature of these arrangements and, if available, prepare a chart showing the affiliations and ownership connections.
  - e. Location of your firm's headquarters and nearest offices. Please state the number of your firm's employees, if any, who are employed in New York City.
  - f. Do you plan to sub-contract any portion of the services required to another company? If yes, please answer the following:
    - i. Which of the services would you plan to sub-contract and to which company?
    - ii. Would you take responsibility for the quality, timeliness, and accuracy of these services?
    - iii. Describe how your staff would interface with the staff of the sub-contractor(s).
    - iv. Do you agree to indemnify and hold harmless the Board for any liability arising from errors and omissions in delivering services on behalf of the Plan?
  - g. Confirm your firm is registered to conduct business in New York State as a CPA firm.
  - h. Has your company ever been involved in any litigation or are there any outstanding legal actions or investigations pending against your company or any employee of your company? If yes, please explain the nature and current status of the action(s).
  - i. Are there any outstanding legal actions pending that would affect your ability to provide the requested services? If yes, please explain.
  - j. Has your company, its affiliates, or any of its staff, principals or owners ever been subject to a governmental or criminal investigation involving the requested services? Please describe.
  - k. What fidelity and surety insurance or bond coverage do you carry to protect your clients?
  - l. Has your company or any client administered by your company ever sustained a fidelity loss or claim? If yes, please provide details.
  - m. Indicate your company's liability insurance limit with regard to errors, omission, negligence, etc. Please include deductible and annual limit (per occurrence and aggregate) information and name of insurer. Please note that if you are selected as a finalist you will be required to furnish a copy of all such policies.
  - n. Do you have cyber liability insurance coverage? Please provide details on your coverage.
5. **References & Experience:** Description of the experience of the firm.
- a. Over the past five years, describe your firm's experience in conducting comprehensive annual financial statement audits for similar size/type of plans and demonstrated experience in conducting audits of I.R.C. 401(a), 401(k), 408(q) deemed IRA, 457, and Roth IRA plans. Include statistics on the number of clients where similar work has been conducted, types of plan, and the number of similar clients gained and lost during this time period.
  - b. List of City agencies and component units for which you are currently performing, or have over the past five years performed, professional services.
  - c. Names, addresses, e-mail addresses and telephone numbers of at least three verifiable references where a contract of similar scope and complexity was handled by the senior professionals of your firm who will be responsible for the Plan account.

## Cybersecurity Assessment Services Qualifications

Please provide the following information:

1. **Overview:** A brief summary of how your firm intends to provide the cybersecurity assessment and network penetration testing services required under this RFP including a description of the IT and cybersecurity assessment tools that will be used during the engagement.

Note: If cybersecurity assessment services are being provided through a joint venture / partnership / subcontract with a third party vendor, the requested information for this section must be that of the third party vendor with an explanation of the oversight and controls imposed by the proposing firm.

2. **Workplan:** A detailed description of the cybersecurity assessment work plan and methodology listing strategies, tasks to be accomplished, and their sequence to the cybersecurity assessment and penetration testing services including, but not limited to, the following:
  - a. Detailed schedule for the cybersecurity assessment and the network penetration testing, clearly indicating tasks and task completion dates.
  - b. Estimated work hours for completing each task and/or deliverable and total project work hours.
  - c. Number of work hours by staff category and the billing rate for each staff category.
  - d. Details on the amount of support and interaction you may require with the City of New York and various vendors.
  - e. A summary of the potential IT/cybersecurity issues that your firm might reasonably expect to encounter during the engagement period and suggested approaches to resolve such issues.
  - f. Samples of cybersecurity assessment evaluation and recommendation reports previously issued for other similar type/size engagements. Proposals will not be considered without these samples.
3. **Use of Third Party:** If the cybersecurity services will be provided by your firm through a joint venture/partnership/subcontract with a third party vendor, please explain in detail the following:
  - a. Contractual arrangement between you and the third party vendor.
  - b. The number cases for which your firm has used this joint arrangement.
  - c. How your firm intends to oversee and control the service deliverables.
4. **Proposed Team:** Identify the key engagement team and their credentials.
  - a. Provide the proposed team structure including the senior IT/cybersecurity personnel/supervising manager.
  - b. The senior IT/cybersecurity personnel must have performed at least five similar cybersecurity assessments within the last three years. Designate the individual and include the name, title, address, and email of each individual, along with a brief description of his/her qualifications and experience.
  - c. Provide resumes for the rest of the team, identifying their roles and prior experience conducting cybersecurity assessments.
  - d. Describe any ongoing training in cybersecurity provided to the team and how your team keeps up-to-date on cybersecurity regulations and industry trends.
  - e. Confirm your firm will insure that a management-level IT member of your firm will be available and readily accessible to the Plan Administration and the Audit Committee throughout the engagement period.
  - f. Describe how your team will keep the Plan informed of any regulatory or market changes that impact the Plan's cybersecurity.

5. **Firm Qualifications:** Provide information evidencing your firm's qualifications and ability to perform the required services.
- a. Give a brief description of your company's financial structure, including ownership and general financial conditions.
  - b. Provide the latest annual report or other financial reports (including audited financial statements) that indicate the financial position of your organization. If your company is privately held, list owners with 5 percent or more of equity.
  - c. How long has your company been operational? Has your company been known by any other names(s) in the last five (5) years? Is your company a division or subsidiary of a parent firm?
  - d. Do you have an affiliation with other entities either directly or indirectly? Please explain the nature of these arrangements and, if available, prepare a chart showing the affiliations and ownership connections.
  - e. Location of your firm's headquarters and nearest offices. Please state the number of your firm's employees, if any, who are employed in New York City.
  - f. Do you plan to sub-contract any portion of the services required to another company? If yes, please answer the following:
    - i. Which of the services would you plan to sub-contract and to which company?
    - ii. Would you take responsibility for the quality, timeliness, and accuracy of these services?
    - iii. Describe how your staff would interface with the staff of the sub-contractor(s).
    - iv. Do you agree to indemnify and hold harmless the Board for any liability arising from errors and omissions in delivering services on behalf of the Plan?
  - g. Confirm your firm is registered to conduct business in New York State.
  - h. Has your company ever been involved in any litigation or are there any outstanding legal actions or investigations pending against your company or any employee of your company? If yes, please explain the nature and current status of the action(s).
  - i. Are there any outstanding legal actions pending that would affect your ability to provide the requested services? If yes, please explain.
  - j. Has your company, its affiliates, or any of its staff, principals or owners ever been subject to a governmental or criminal investigation involving the requested services? Please describe.
  - k. What fidelity and surety insurance or bond coverage do you carry to protect your clients?
  - l. Has your company or any client administered by your company ever sustained a fidelity loss or claim? If yes, please provide details.
  - m. Indicate your company's liability insurance limit with regard to errors, omission, negligence, etc. Please include deductible and annual limit (per occurrence and aggregate) information and name of insurer. Please note that if you are selected as a finalist you will be required to furnish a copy of all such policies.
  - n. Do you have cyber liability insurance coverage? Please provide details on your coverage.
6. **References & Experience:** Description of the experience of the firm.
- a. Over the past five years, describe your firm's experience in conducting cybersecurity assessments of similar size/type of plans. Include statistics on the number of clients where similar work has been conducted and the number of similar clients gained and lost during this time period.
  - b. List of City agencies and component units for which you are currently performing, or have over the past five years performed, professional services.
  - c. Names, addresses, e-mail addresses and telephone numbers of at least three verifiable references where a contract of similar scope and complexity was handled by the senior professionals of your firm who will be responsible for the Plan account.

**Other Services**

Please provide information on other services your firm typically provides and is able to provide associated with financial audits and cybersecurity assessments of deferred compensation plans.

## **SECTION III: PROPOSAL EVALUATION PROCEDURES**

### **A. Selection Committee**

The Audit Committee is comprised of three (3) persons from entities represented on the Deferred Compensation Board who are well suited to evaluate the components of this RFP.

### **B. Minimum Qualification Requirements**

The following Minimum Qualification Requirements have been established for this procurement:

- 2.1 The Proposer must be duly authorized to do business in the State of New York to conduct such business and provide such services as are described in the RFP, in conformance with the Rules and Regulations of the New York State Deferred Compensation Board.
- 2.2 The Proposer must be on the City of New York's list of Pre-qualified CPA Firms Active\_CPA\_List-1.6.26.pdf as of the due date prescribed in Section IV, below, for the submission of proposals in response to this RFP. To obtain information on how to be placed on the list of Pre-qualified CPA Firms, please call (212) 669-8280 or email [cpalist@comptroller.nyc.gov](mailto:cpalist@comptroller.nyc.gov).
- 2.3 The Proposer must have experience in auditing large employer benefit programs with at least \$100 million in assets.
- 2.4 The Proposer must represent and warrant that: (i) it is not in arrears to the City of New York upon any debt or contract; (ii) that the Proposer has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York; and (iii) that there are no proceedings pending relating to the responsibility or qualification of the Proposer to receive public contracts.

### **C. Preferred Qualifications**

Proposers are advised that the Plan will likely award the contract(s) resulting from this solicitation to one or more entities that possess at least some of the following Preferred Qualifications. **Proposals from certified minority-owned and/or women-owned businesses or proposals that include partnering arrangements with certified minority-owned and/or women-owned firms are encouraged. Additionally, proposals from small and New York City-based businesses are also encouraged.**

The Proposer for auditing services should:

- 3.1 Have had, as of December 31, 2025, at least 10 years of experience in public accounting.
- 3.2 Have had, as of December 31, 2025, at least 10 years of auditing large employer plans, providing a similar scope of service.
- 3.3 Have had, as of December 31, 2025, at least 5 years of experience conducting similar comprehensive annual statement audits for similar size/type of plan.
- 3.4 Have had, as of December 31, 2025, at least 5 years of experience in cybersecurity.
- 3.5 Have had, as of December 31, 2025, at least 5 years providing similar cybersecurity assessments for entities of the size and scope of the Plan

Please be advised that the cybersecurity assessment services may be provided by the proposing accounting firm through a joint venture/partnership/subcontract with a third party vendor. If cybersecurity assessment services are being provided through a joint venture / partnership / subcontract with a third party vendor, the responses to Preferred Qualification Sections 3.4 and 3.5

must be that of the third party vendor, with an explanation of the oversight and controls imposed by the proposing firm.

**D. Selection Criteria**

The criteria for determining technical merit, in descending order of relative weighting, are:

- 4.1 Audit Services – 200 pts
  - 4.1.1 Overview – 25 pts
  - 4.1.2 Workplan – 50 pts
  - 4.1.3 Proposed Team – 50 pts
  - 4.1.4 Firm Qualifications – 25 pts
  - 4.1.5 References & Experience – 50 pts
  
- 4.2 Cybersecurity Assessment & Penetration Testing – 200 pts
  - 4.2.1 Overview – 25 pts
  - 4.2.2 Workplan – 50 pts
  - 4.2.3 Proposed Team – 50 pts
  - 4.2.4 Firm Qualifications – 25 pts
  - 4.2.5 References & Experience – 50 pts

**E. Required Provisions of the Contract Arising from this RFP**

The following are provisions required in the contract resulting from this RFP. If the Proposer objects to any of the following provisions, its objection to the provision must be specifically set forth in the Proposal. Failure by the Proposer to raise specific objections to the following provisions shall be deemed as the Proposer’s unconditional acceptance of these provisions specifically as set forth herein.

- 5.1 The terms and conditions of this Agreement shall include all the terms and conditions set forth herein, including attachments hereto, and the General Provisions Governing Contracts for Consultants, Professional and Technical Services, annexed hereto as Appendix A and made a part of this Agreement as if fully set forth herein, except to the extent that Appendix A incorporates the New York City Procurement Policy Board Rules. The Agreement shall also include all the terms and conditions of Appendix B - Identifying Rider. In addition, Vendor and the Plan agree that this Agreement shall be subject to the Rules and Regulations of the New York State Deferred Compensation Board (“State Regulations”) and are made a part of this Agreement as if fully set forth herein. Further, Vendor and the City of New York (the “City”) agree that this Agreement shall be subject to the RFP and Vendor’s proposal, dated \_\_ \_\_\_\_, all of which are made a part of this Agreement as if fully set forth herein. In the event of any express or implied conflict between any provisions of this Agreement, the following order of priority shall govern: (1) the body and exhibits of this Agreement shall govern, including Appendix B; (2) thereafter, the State Regulations shall govern; (3) thereafter, the Plan Documents shall govern unless said other provision is more favorable to the City and the Plan and is not prohibited by the Plan; thereafter Vendor’s proposal shall govern and (5) Appendix A shall govern unless said other provision is more favorable to the City and is not prohibited by Appendix A.
  
- 5.2 Authorization to do business in the State New York: Vendor represents and warrants that it is duly licensed or qualified to conduct business of the nature contemplated by the contract, and is in good standing in the State of New York, and has the power and authority to enter

into this contract and to carry out the transactions contemplated hereby. Vendor further represents and warrants: (i) that it is not in arrears to the City of New York upon any debt or contract; (ii) that Vendor has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York; and (iii) that there are no proceedings pending relating to the responsibility or qualification of the Vendor to receive public contracts and is in compliance with Local Law 34.

- 5.3 **Indemnification:** In addition to the Vendor's obligations pursuant to Article 8 of Appendix A, the Vendor shall be liable for and shall defend, indemnify, and hold harmless the Agency and the City, their officers, employees, fiduciaries, trustees, administrators, and agents, other than the Vendor, its officers, employees, fiduciaries, trustees, administrators, agents, affiliates, and subcontractors ("Indemnified Parties"), for all losses, liabilities, damages, settlements and related expenses, including reasonable attorneys' fees and investigation, collection and litigation costs, and any other losses described in Sections 8.03 and 8.04 of Appendix A (collectively, "Losses"), which arise out of or result from the following acts or omissions by Vendor, its officers, employees, fiduciaries, trustees, administrators, agents, affiliates or subcontractors:
- 1) failure to discharge its duties under the Agreement; or
  - 2) violation of any provision of the Agreement or applicable law; or
  - 3) improper or incorrect discharge of its duties under the Agreement, including but not limited to fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records; or
  - 4) reckless or negligent acts or omissions; or
  - 5) willful or intentional misconduct; or
  - 6) any other acts for which Vendor is obligated to defend and indemnify the Indemnified Parties pursuant to Article 8 of Appendix A, except to the extent that the Losses arise out of or result from any of the acts or omissions described in Section 6.3(1) through (6) above committed by any of the Indemnified Parties.

The City will provide Vendor with notice of the commencement by any third party of any action regarding a claim for which it will seek defense and indemnification under this Agreement. Upon the Vendor's assumption of the defense, the City reserves the right to participate in such defense. The City reserves all legal rights of set-off from amounts due to Vendor under this Agreement up to the amount of any Losses.

**Please note that the City does not intend for the above indemnification clause to be reciprocal. No vendor will be entitled to include a provision in the contract providing indemnification rights to the vendor.**

- 5.4 **Termination of Agreement:**
- (1) In addition to the rights and remedies set forth in Appendix A, (1)(a) if the Vendor fails to fulfill any of the terms of this Agreement in a timely manner and to the satisfaction of the City, including any breach of a material term or condition of this Agreement or a material misrepresentation to the City, the City shall have the right to terminate this Agreement upon thirty (30) days prior written notice of such termination; and (b) upon the occurrence of any of the following events, the City shall have the right to terminate this Agreement immediately:
- i. the filing by or against the Vendor of request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as a bankrupt, relief as a debtor or other relief under the bankruptcy, insolvency or similar laws

of the United States or any state or territory thereof or any foreign jurisdiction, now or hereafter in effect;

- ii. the making of any general assignment by the Vendor for the benefit of creditors;
- iii. the appointment of a receiver or trustee for Vendor or for any asset of Vendor including without limitation, the appointment or taking possession by a “custodian,” as defined in the Federal Bankruptcy Code; or
- iv. the Vendor engages in negligence, recklessness, misrepresentation, fraud or other willful or intentional misconduct in its performance of any service required herein.

(2) notwithstanding any other termination provision of this Agreement, the City may terminate this Agreement upon providing thirty (30) days written notice, if it is determined by the City that termination of the contract is in the best interest of the City.

(3) if the City terminates this Agreement under Section 5.5(1) above or otherwise for cause, the City may award a new contract to another contractor and the Vendor shall be responsible for all damages arising from its breach of this Agreement, as well as all costs incurred in re-letting the contract, including actual attorneys’ fees and expenses.

(4) in the event that funds are not appropriated or made available to the City for the continuation of the services described herein in any of the years succeeding the first, this contract shall terminate automatically. Such termination, however, shall not affect either the City’s rights or the Vendor’s rights under this termination provision.

**Please note that the City does not intend for the above termination rights to be reciprocal. No Vendor will be entitled to include a provision in the contract providing termination rights to the Vendor.**

5.5 Assignment: Rights or obligations under this Agreement may not be assigned or delegated by Vendor without the prior written consent of the Plan. Any permissible assignment or delegation under this Agreement shall accrue to the benefit of and shall be enforceable against successors and assigns.

5.6 Waiver: No waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless in writing and signed by said party or its duly authorized representative. No failure on the part of the Plan to exercise any right or remedy hereunder, whether before or after the happening of a default, shall constitute a waiver of such default, any future default or any other default.

5.7 Insurance:

(1) Vendor shall maintain adequate professional liability insurance in an amount not less than ten (\$10,000,000) million dollars to protect against any loss. Such insurance shall be obtained from an organization duly authorized and licensed to provide such insurance in the State of New York or otherwise agreed to by the Plan.

(2) Vendor agrees that all insurance shall remain in full force and effect during the term of the Agreement. If any insurance policy is terminated for any reason, Vendor agrees to notify the Plan immediately of said termination and agrees to obtain another policy for the same type of coverage. Upon execution of the Agreement, Vendor shall provide evidence of insurance on an annual basis.

- 5.8 Entire Agreement: The Agreement represents the entire understanding of the parties with respect to the subject matter hereof. No representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any party, which are not set forth expressly in this Agreement. This Agreement may not be amended, modified or supplemented at any time whatsoever unless such amendment, modification or supplementation is reduced to writing executed by all parties hereto.
- 5.9 New York Law: The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of New York applicable to contracts entered into to be fully performed entirely therein.
- 5.10 Successors and Assigns: This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
- 5.11 Venue and Jurisdiction: The Vendor hereby submits to the jurisdiction of the Supreme Court of the State of New York, New York County and agrees with the Plan that personal jurisdiction and venue over this Agreement shall rest with the Supreme Court of the State of New York, New York County and agrees with the Plan that personal jurisdiction and venue over this Agreement shall rest with the Supreme Court of the State of New York, New York County for purposes of any action related to this Agreement or the enforcement of same. The Vendor hereby waives personal service by personal delivery and agrees that service of process may be made by post-paid certified mail directed to Vendor at Vendor's address set forth at the address recited in the preamble hereto or at such address as may be designated in writing by Vendor to be effective with the same effect as though personally served.
- 5.12 Severability: In the event that any provision of this Agreement is illegal, invalid against public policy or unenforceable for any reason, the remainder of this Agreement shall nonetheless remain in full force and effect.
- 5.13 Receipt of Data: All materials supplied by Vendor and in connection with services to be rendered in connection with this Agreement including videos, booklets, reports, audits, posters, announcements and other educational material (the "Contract Products") shall be and remain at all times the sole and exclusive property of the Plan.

No Contract Products may be used, copied, modified, reproduced, or otherwise used by the Vendor for purposes unrelated to this Agreement without the prior written approval of the Plan.

Notwithstanding any other provision of this Agreement, in the event that Vendor breaches any of the provisions contained in this section, the Vendor agrees and shall: (i) remit to the Plan any and all monies, royalties or other remuneration, without limitation, received directly or indirectly as a result of the unauthorized use, sale or publication of material deemed under this Agreement to be property exclusively of the Plan; (ii) publish, at no cost to the Plan, retractions, notices or other items deemed appropriate and necessary by the Plan in order to establish publicly the Plan's exclusive right to the property; (iii) assign to the Plan, at no cost to the Plan, any copyrights or other contract rights secured by the Vendor in violation of this section; and (iv) take such additional steps as may be deemed necessary and appropriate by the Plan in order to restore the Plan to its rightful position as owner of the Contract Products.

- 5.14 Future Plan Transition Rights: In the event that the Plan subsequently transfers some or all of the responsibilities to another vendor, the Vendor shall agree to supply the successor vendor with any other records deemed necessary by the Plan at no cost, fee or penalty to the Plan. The Vendor shall make every effort to cooperate with the successor(s) and the Plan in order to facilitate the transition.
- 5.15 Damages: Except as otherwise provided in this Agreement, the City may assess as liquidated damages, and not as a penalty, the amount of \$150 per item for each day or any part thereof that each item of the services described in this Agreement is not provided in a timely manner to the City by Vendor. Such liquidated damages may be deducted from any amounts due and owing to Vendor, or at the City's option, Vendor shall pay such amounts to the City. Damages as outlined in this provision shall not be the sole contractual remedy available to the City.
- 5.16 Additional Services: From time to time, the Board may decide to seek services from the Vendor on a special project basis ("Additional Services"). The Vendor agrees to consider such requests from the Board and, provided that the requirements for the Additional Services are within the scope of Vendor's professional practice and a fair and reasonable fee for such services can be agreed upon, Vendor will deliver the requested services.
- 5.17 Communications Materials: Vendor shall at the Plan's sole discretion review all applicable employee communications/educational materials and provide appropriate recommendations and suggestions as needed. There shall be no cost or fee to the Plan associated with the services described herein.
- 5.18 Work Products: The contents, but not the format, of all reports, statements and other materials or data produced pursuant to the Agreement shall be the sole property of the Plan. The Plan shall have the sole right to copyright the contents of such items, with the exception of those items marked "confidential" in the Vendor's proposal. If the Vendor fails to fulfill any of the terms of the Agreement in a timely fashion and upon the due date of any assignment or upon the termination of this Agreement, Vendor agrees to maintain the records necessary to produce all reports referenced herein and agrees that all records shall be the property of the Plan and that the Plan shall be provided with a copy of such records in hard copy within ten (10) days after the effective date of the expiration or termination at no cost or fee to the Plan. The Vendor shall also provide the Plan with all related computer tapes, discs, and programs at no cost to the Plan.
- 5.19 Confidentiality: All information obtained in connection with any services performed by the Vendor with respect to the Plan shall be confidential and the Vendor shall not use any such information for any purpose not directly related to the administration of the Plan or the investment of the participant's assets. In addition, the Vendor shall not use any information obtained by reason of its appointment to provide services with respect to the Plan to solicit or otherwise induce any person to invest in, purchase, utilize or act in any other manner regarding any products or services made available by the Vendor, except as permitted by the Agreement.
- 5.20 Key Employees:
- (1) The Plan reserves the right to identify and designate certain employees of the Vendor as Key Employees, who should be at least a corporate level Senior Relationship Manager as well as a day-to-day Senior Account Manager, and to communicate the names of such

Key Employees in writing to the Vendor. The Vendor shall not unreasonably withhold its Agreement with the Plan's identification and designation of such Key Employees. Except as otherwise provided herein, the Vendor agrees that such Key Employees shall continue any assignment under this Agreement until such assignment is completed.

(2) If the Vendor wishes to remove a Key Employee from an assignment prior to commencement of an assignment or during an assignment, Vendor shall first consult with and seek the consent of the Plan. If such Key Employee is removed, Vendor shall provide a replacement with similar or better qualifications. Upon the Plan's approval, the replacement shall be considered a Key Employee under this Agreement. Vendor shall ensure that there is a smooth transition, including ensuring that the departing Key Employee appropriately trains and instructs the replacement Key Employee. If the Plan does not consent to the removal of a Key Employee, which consent shall not unreasonably be withheld, or if Vendor and the Plan cannot agree on a replacement, the Plan shall have the option to: (a) insist that the Key Employee continue the assignment to satisfactory completion; or (b) terminate the Agreement.

(3) In the event that a Key Employee ceases work or intends to cease work due to events beyond Vendor's control, including death, disability, illness, resignation or any other reason deemed acceptable by the Plan, Vendor shall provide written notification thereof to the Plan within one business day after such event and shall within five (5) business days, arrange for the interview of potential replacements with similar or better qualifications. Upon the Plan's approval, the replacement shall be considered a Key Employee under this Agreement. If Vendor and the Plan cannot agree on a replacement, the Plan may terminate the Agreement.

(4) Any employee of the Vendor performing services in fulfillment of this Agreement who, in the opinion of the Plan, is uncooperative or incompetent shall be reassigned at the request of the Plan. The Vendor shall have a reasonable time frame, not to exceed thirty (30) days, in which to assign another employee of acceptable technical experience and skills.

- 5.21 Fiduciary Acknowledgments: Vendor shall be responsible as a fiduciary with respect to all matters for which it has assumed or will assume responsibility to the Plan.
- 5.22 Reports: Upon request, Vendor shall, at its expense, provide periodic presentations to the Board. In addition, upon request, Vendor shall, at its sole expense, attend periodic meetings of the Board.
- 5.23 Inspection of Records: The Plan and their duly appointed and authorized representatives shall have access to and the right to examine directly pertinent books, documents, papers and records of the Vendor relating to this contract until six (6) years after the final payment has been made. The Vendor also agrees that the representatives of the Plan shall have access to and the right to examine, during the course of the contract, all offices and physical facilities at which work in fulfillment of the contract is being performed. The Vendor agrees to incorporate this clause into any agreement with subcontractors.
- 5.24 Transition Responsibilities Upon Termination  
Upon expiration or termination of the Agreement, the Vendor shall cooperate with the City to the effective date of the termination to assist in an orderly transfer of the administrative responsibilities and records to the successful vendor. Specifically, the Vendor will provide the information and services stated in this section.

(1) In the event the Plan elects to contract with a new provider, the Proposer will fully cooperate with the Plan and the new provider in making the transition. The Proposer will provide any and all documents and computer files as described in this RFP and generally assist the new provider and the Plan in learning the content of such documents and files, or otherwise as will be mutually agreed upon between the Proposer and City.

(2) Vendor agrees to provide new provider with file descriptions and narratives for all input and output. The Vendor agrees to provide all information that resides in the Proposer's computer files relating to Plan participant accounts, including individual participant account histories.

**F. Notification of Selection**

The contract between the Plan and the successful Vendor shall contain the provisions set forth above, Appendix A, Appendix B and based on the specific requirements of this RFP. The Vendor's proposal will be added to the contract as Appendix C.

If no agreement is reached within a reasonable amount of time of the commencement of negotiations, the Plan reserves the right to terminate negotiations and select another proposal, to issue a new RFP, or take other action consistent with the City's best interests. By issuing this RFP, the Board is not obligated to award a contract.

**G. Role of Price in the Selection Process**

Price will be considered subsequent to the determination of technical merit. The Plan intends to award the contract(s) to the Proposer(s) whose proposal is determined to be most advantageous to the City and Plan, taking into account both technical merit and cost.

**H. Best and Final Offers (BAFO)**

The Plan reserves the right to request best and final offers from Proposers with respect to the technical proposal, price proposal, or both.

**I. Amended Ratings**

Initial ratings may be amended by the Selection Committee based on oral presentations given and/or best and final offers received.

**J. Assignment**

The Board reserves the right to consent in writing to any assignment of any proposal submitted in response to this RFP. Any permissible assignment or delegation under this RFP and any certain proposal shall accrue to the benefit of and shall be enforceable against successors and assigns. Vendor cannot transfer, convey, or assign the proposal submitted, in whole or in part, unless Vendor obtains prior written consent from the Plan.

**K. Additional Services**

The Board reserves the right, pursuant to the RFP, to seek additional services from the selected vendor. The selected vendor agrees to consider such requests from the Board, provided that the services are within the selected Vendor's professional practice and a fair and reasonable fee for such services can be agreed upon, the selected vendor shall deliver such additional services.

## **SECTION IV: PROPOSAL SUBMISSION PROCEDURES**

### **A. PROCEDURE INSTRUCTIONS**

These instructions provide an overview of the manner in which proposals shall be submitted as well as a listing of the required components of the proposal, including component name, where in the proposal the component is to be placed, and the reason for its submission.

#### **GENERAL:**

Please electronically submit your proposal addressed to the Agency Contract Person above at [RFPMail@nyceplans.org](mailto:RFPMail@nyceplans.org), no later than:

4:30 P.M. EASTERN TIME ON: 03/11/26

Please be advised that you should send your proposal in multiple emails if the documents are more than 32mb. No single email should contain more than 32mb of files.

**NOTE:** Nothing stated herein shall preclude the Plan from requesting additional information and/or clarification and/or additional documentation in support of any assertion made by any Proposer. By submission of a proposal, the Proposer agrees to provide such in a timely manner. In certain circumstances, the Agency may be unable to make a determination of the responsiveness of a proposal in the absence of such information. A proposal cannot be evaluated for technical merit unless it is determined to be responsive.

### **B. ELECTRONIC Proposal Package Requirements**

The proposal package is to contain the following:

- a. "Technical Proposal" should include a PDF version of the original copy of the Letter of Transmittal, the Proposal Submission Form, the Acknowledgement of Addenda Form and the Technical Proposal. Please do not make any reference to the proposed price in the Technical Proposal.
- b. "Doing Business Data Form" should consist of a PDF version of the original copy of the Doing Business Data Form.
- c. "Price Proposal" should consist of a PDF version of the original copy of the Price Proposal.

Proposers are advised that there is no page limitation for proposals, but are advised to use discretion in the amount of information they submit.

**Proposals are due by 4:30 P.M. Eastern Time on Wednesday, March 11, 2026.**

The vendor's proposal package should consist of the following:

#### **1. Letter of Transmittal**

A transmittal letter, on the Proposer's business stationery, shall accompany the proposal. This letter must be signed by an individual authorized to bind the Proposer to all statements contained in the proposal, including those regarding services and fees. The letter shall contain, but not be limited to, the following information:

- 1.1 Name of the Proposing Organization, date of submission, and subject of the RFP: “Request for Proposals for Auditing Services.”
- 1.2 The Proposer’s legal status (i.e., corporation, partnership, etc.), date and place of organization and/or incorporation, and the state(s) in which it is authorized or licensed to do business.
- 1.3 A statement indicating the names of all entities related to the Proposer including, but not limited to, all companies, parent company, subsidiaries and affiliated entities and the relationships between each of the entities and the Proposer. (If cybersecurity assessment services are bring provided through a joint venture/partnership/subcontract with a third party vendor, please identify the third party vendor and provide an explanation of the contractual arrangement between the parties.)
- 1.4 A statement including the names of all the principals and members of the Proposer.
- 1.5 The location of the Proposer’s headquarters.
- 1.6 The name, title, address, telephone number, email address and facsimile number of the person authorized to discuss the proposal with the City and to bind the Proposer to the terms of such discussions and to enter into a written agreement with the City.
- 1.7 A clear and unequivocal statement to the effect that the Proposer meets the following minimum qualifications: (1) the Proposer is duly authorized or licensed in the State of New York to conduct such business and provide such services as are described in the RFP, in conformance with the Rules and Regulations of the New York State Deferred Compensation Board; and (2) the Proposer is: (i) not in arrears to the City of New York upon any debt or contract; (ii) the Proposer has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York; and (iii) that there are no proceedings pending relating to the responsibility or qualification of the Proposer to receive public contracts. **The Proposer must also affirmatively state whether or not they meet all of the Preferred Qualifications.**
- 1.8 The Proposer must assert in writing that it will conduct any and all activities related to any contract that may be awarded as a result of this RFP in strict conformity with any and all applicable City of New York, State of New York and federal laws, rules, regulations and provisions governing such matters. Such statement shall be made in this Section 1.8 of the Letter of Transmittal.
- 1.9 Confirmation that the proposal being submitted by the Proposer is in conformity with the specifications contained in this RFP.
- 1.10 **Confirmation of the Proposer’s acceptance of the contract provisions, or specifically state any exceptions that the Proposer might have thereto, as stated in Section III(5).**
- 1.11 The Proposer’s narrative with respect to any confidentiality issues with regard to its proposal package.

- 1.12 Statement of Qualification, which includes at least three business and financial references, a copy of the most recent certified audit, latest annual reports, a list of similar work performed, identifying current status and other pertinent records.
- 1.13 **Confirmation that Vendor has read Appendix A, Appendix B and the Rules and Regulations of the New York State Deferred Compensation Board and acknowledges and unconditionally agrees to all the terms set forth in the aforementioned documents, without exception.**
- 1.14 Confirmation of the Vendor's completion of the Bidder's Certification of Compliance with Iran Divestment Act.
- 1.15 Confirmation of the Vendor's completion of the Doing Business Data Form.
- 1.16 Vendor must also submit an organization outline or chart identifying the names and titles of audit team members, the reporting relationships within the firm and a resume or summary for each project team member on similar projects or qualifications.

## **2. Proposal Submission Form**

- 2.1 The Proposal Submission Form contains Proposer identifying information, subcontractor identifying information and a checklist indicating the contents of the proposal package as required by this RFP.
- 2.2 The Proposal Submission Form requests that Proposers supply their Employer Identification Number (EIN) and that of any subcontractors. Where there is no EIN, provision of a Social Security number is voluntary and failure to do so will not disqualify a Proposer from being awarded a contract.

## **3. Acknowledgment of Addenda**

The Acknowledgment of the Addenda Form serves as a Proposer's acknowledgment of the receipt of addenda that may have been posted on the website prior to the Proposal Submission Deadline.

## **4. Technical Proposal**

- 4.1 The Technical Proposal is a narrative that addresses the scope of work, the requirements of the RFP, the proposed approach to the work, the schedule of work, and any other information called for by this RFP which the Proposer deems relevant.
- 4.2 The Technical Proposal shall provide a narrative describing the Proposer's size, experience, organizational resources and organizational structure to provide auditing/cybersecurity assessment services related to the 457 Plan, 401(k) Plan and NYCE IRA.
- 4.3 The Technical Proposal shall describe the Proposer's overall experience with large employers' defined contribution plans, including the legal, financial and policy framework of such programs, as documented by the size and number of such relationships.

Proposers may submit charts, graphs, and other illustrative exhibits as part of their proposals provided that they are clearly marked with respect to the portion of the Technical Proposal in support of which they are provided. Proposers shall not submit promotional material or brochures without clearly linking such material to a specific part of their proposal.

**5. Price Proposal**

5.1 The Price Proposal is a presentation of the Proposer's total offering price, including the estimated fee for providing each component of the required goods or services for the contract term. The total offering price must include all travel expenses.

5.2 Proposers may indicate their fee in a dollar amount. Proposers shall submit their Price Proposal in the format prescribed in Attachment A hereto.

**6. Statement of Qualification**

The Statement of Qualification must include business and financial references, a copy of the most recent certified audit, latest annual report, a list of similar work performed identifying current status and any other pertinent records.

## **SECTION V: GENERAL INFORMATION**

### **1. Status of Information**

The New York City Deferred Compensation Plan (“Plan”) and the New York City Deferred Compensation Board (“Board”) shall not be bound by any oral or written information concerning this solicitation released prior to the issuance of this Request for Proposals (“RFP”).

### **2. Authorized Agency Contact Person**

The Authorized Agency Contact Person for this RFP is Beth Kushner, Executive Director.

### **3. Proposer Inquiries**

All inquiries regarding this RFP must be addressed to the Authorized Agency Contact Person. Those submitting proposals (herein above defined as, “Proposers”) are advised that the Plan cannot ensure a response to inquiries received later than ten (10) days prior to the Proposal Submission Deadline. All questions should be submitted via email to the attention of Beth Kushner at: RFPMail@nyceplans.org. Addenda containing responses to any questions submitted will be posted on the Plan’s Web site without disclosing the source of the questions.

### **4. Communication with the Agency**

Proposers are advised that from the date this RFP is issued until the award of the contract, NO contact with Agency personnel related to this RFP is permitted, except as may be authorized by the designated Authorized Agency Contact Person.

### **5. Addenda**

- 5.1 The Agency will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda posted to the Plan’s website prior to the Proposal Submission Deadline. **Proposers are reminded to check the website for any such addenda.**
- 5.2 Proposers should not rely on any representations, statements, or explanations other than those made in this RFP or in a formal addendum.
- 5.3 It is each Proposer’s responsibility to ensure that they review all addenda posted on the Web site. Proposers are required to acknowledge in their proposal submissions the number of addenda reviewed as part of their proposal. All Proposers are urged to visit the Plan’s Web site to ensure that the addenda have been reviewed: <https://www1.nyc.gov/site/olr/about/about-rfp.page>
- 5.4 **Proposer shall submit its best price considering that the Board may not ask for best and final offers.**

### **6. Site Visits**

The Agency reserves the right to perform one or more site visits to, or surveys of, the offices or facilities of any Proposer that may come under consideration for the award of a contract.

### **7. Modified Proposals**

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Submission Deadline and, if applicable, up until the deadline for submission of Best and Final Offers. The Proposer must clearly indicate which part of its proposal is

modified in its new submission. The Selection Committee will only consider the latest version of the proposal or, if applicable, the latest version of the Best and Final Offer.

## **8. Withdrawal of Proposals**

- 8.1 Proposal terms shall be irrevocable until a contract is awarded.
- 8.2 A proposal may be withdrawn in writing only: (1) prior to the Proposal Submission Deadline; and (2) only if a letter of withdrawal is received by the Authorized Agency Contact Person prior to the Proposal Submission Deadline.

## **9. Late Proposals, Late Modifications and Late Withdrawals**

- 9.1 Proposals received after the Proposal Submission Deadline are late and will not be considered. Proposers are responsible for ensuring that their proposals are received in a timely fashion.
- 9.2 Modifications received after the Proposal Due Date are late and will not be considered except that a late modification of a successful proposal that makes its terms more favorable to the City shall be considered at any time it is received.
- 9.3 Letters of withdrawal received after the Proposal Submission Deadline will **not** be considered.

## **10. Costs Incurred By Proposers**

The Agency shall not be liable for any costs incurred by Proposers in the preparation of proposals or oral presentations or for any work performed in connection therewith or for any costs incurred in the negotiation or completion of the contract arising out of this solicitation.

## **11. Negotiations**

- 11.1 The Agency may award a contract on the basis of proposals received, without discussions. Therefore, each proposal should contain the Proposers' best terms from a financial and technical standpoint.
- 11.2 The Agency may negotiate with one or more Proposers and no Proposer shall have any rights against the Agency or City arising from such negotiations or any invitation to negotiate.

## **12. The Plan reserves the right to request that Proposers provide additional services other than those specifically set forth in this RFP.** Those additional services shall be deemed under and subject to this RFP.

## **13. Proposers' Acceptance of Appendices and Riders**

Submission of a proposal indicates to the Agency that the Proposer has read carefully the following City of New York appendices and riders and can enter into an agreement governed thereby. Section 1.13 and Section 1.14 of the Letter of Transmittal to be submitted, shall state the **Proposer's unconditional acceptance of the terms set forth in the appendices and riders thereof:**

- 1) Appendix A: The General Provisions Governing Contracts for Consultants, Professional and Technical Services. The version included with this RFP is the current version of the General Provisions Governing Contracts for Consultants, Professional and Technical Services. However, the New York City Law Department may revise the General Provisions Governing Contracts for Consultants, Professional and Technical Services from time to time. Any contract entered into as a result of this solicitation will include the most recent version of the General

Provisions Governing Contracts for Consultants, Professional and Technical Services, which may differ from the version enclosed with this RFP.

- 2) Appendix B - Identifying Rider and Privacy Rider
- 3) Rules and Regulations of the New York State Deferred Compensation Board.
- 4) Bidder's Certification of Compliance with the Iran Divestment Act.

#### **14. Contract Award**

- 14.1 The Plan reserves the right to award the contract to a vendor other than the Proposer proposing the lowest cost.
- 14.2 The contract resulting from this RFP will be awarded to the qualified Proposer(s) whose proposal(s) the Plan believes will be the most advantageous. Any proposed award will be subject to all required approvals.
- 14.3 In addition, the contract award shall be subject to the applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity.

#### **15. RFP Postponement/Cancellation**

The Agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.

#### **16. Prompt Payment Policy**

- 16.1 It is the policy of the City of New York to process contract payments efficiently and expeditiously so as to assure payment in a timely manner to firms and organizations who do business with the City.
- 16.2 A contractor must submit a proper invoice to receive payment, except where the contract provides for payment at pre-determined intervals without having to submit an invoice for each scheduled payment.

#### **17. Confidential/Proprietary Information**

- 17.1 Proposers should specifically identify those portions of their proposal considered confidential, proprietary information or trade secrets and provide any justification as to why the City should not disclose such material upon request.
- 17.2 Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal.

#### **18. Proposers' Errors/Omissions**

The Agency will not be responsible for errors or omissions made in any Proposer's proposal.

#### **19. Rules and Regulations of the New York State Deferred Compensation Board**

The Rules and Regulations of the New York State Deferred Compensation Board govern this procurement. In the event of a direct or indirect conflict between the Rules and Regulations of the New York State Deferred Compensation Board and any provisions hereof, the Rules and Regulations of the New York State Deferred Compensation Board shall govern. In addition, the contract to be entered into as a result of this solicitation will include certain provisions arising out of the Rules and Regulations of the New York State Deferred Compensation Board.

## **SECTION VI: GENERAL PROVISIONS OF THIS SOLICITATION**

### **A. CONDITIONS**

Proposers are advised to become familiar with all conditions, instructions, and specifications governing this RFP. Once a proposal has been accepted, failure to have read all the conditions, instructions and specifications of this RFP shall not be cause for a Proposer to request additional compensation.

### **B. INITIAL CONTRACT TERM AND RENEWALS**

The contract resulting from this solicitation is expected to commence on or about December 1, 2026. The contract awarded will be for a period of four years.

### **C. UNACCEPTABLE PROPOSALS**

No proposal will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City of New York upon any debt or contract; is a defaulter, as surety or otherwise, upon any obligation to the City of New York; has been declared not responsible, or disqualified, by any agency of the City of New York or State of New York; or has any proceeding pending relating to the responsibility or qualification of the Proposer to receive public contracts.

The Plan will only consider proposals submitted directly by product providers, not by third party intermediaries. A proposal submitted by or through a third party intermediary will not be considered for award.

### **D. WRITTEN PROPOSALS**

The submission of a written proposal will constitute a binding offer to perform said services.

### **E. SELECTION OF PROPOSER AND CONTRACT NEGOTIATION**

Any objections to the standard contract terms discussed in Section III(5), Required Provisions of the Contract Resulting from this RFP, must be raised in the Letter of Transmittal. Proposers are urged to read Section III of this RFP carefully. **However, if the objections to the contract terms are not raised in the Letter of Transmittal, no negotiation of the standard terms discussed in Section III(5), Required Provisions of the Contract Resulting from this RFP, will be permitted.**

### **F. RIGHTS RESERVED BY THE CITY**

The Plan reserves the right to:

1. Amend or cancel the RFP after its release;
2. Reject any and all proposals, in whole or in part, submitted in response to this RFP at its discretion;
3. Waive or modify minor irregularities in proposals after prior notification to the Proposer;
4. Reject any proposal that sets forth fees that the City deems to be unreasonable or that is not in the specified format;
5. Negotiate with one or more Proposers, concurrently or sequentially, as the Agency determines; however, Proposers should submit their best proposals at the outset since negotiations may not take place and no Proposer shall have any rights against the City arising from the invitation to negotiate or negotiations pursuant to it;

6. Terminate the contract with the selected Proposer upon ten (10) days' written notice.
7. Accept a proposal that has been assigned from one vendor to another provided that the Plan agrees and the new vendor meets all of the qualifications set forth herein.

**G. NEWS RELEASE**

The Proposer must not at any time, without the express written permission of the Plan, release any news or make any statements to the public, press or other media relating to this RFP, the resulting contract or any performance thereunder.

**H. OTHER INFORMATION**

Proposals submitted become the property of the Plan. By submitting a proposal, the Proposer agrees not to make any claims for or have any right to damages because of any misunderstanding, misrepresentation, or lack of information.

The Proposer shall neither solicit nor accept from any investment provider any commissions, service fees, or any other form of compensation for work performed under, or related to, this contract without disclosure to the City of the amount and details of such arrangement. Prior to the acceptance of any commissions, service fees or any other form of compensation as set forth above, the City must first approve the arrangement. In the event that the Proposer does receive commissions, service fees or other compensation from any investment provided for work performed under the contract without the approval and knowledge of the City, such compensation shall be the property of the City and the Proposer shall remit the full amount of such compensation to the City within two days of receipt without limiting any other legal rights the City may have. Nothing in this paragraph shall be construed to prohibit the Proposer from accepting compensation from investment providers for work performed under any other contract.

## **SECTION VII: ADDITIONAL REQUIRED PROVISIONS OF THE CONTRACT(S) RESULTING FROM THIS RFP**

Submission of a proposal indicates to the Plan that the Proposer has read, understands and accepts that the following terms will govern the contract to be entered into between the City and the successful Proposer. Any objection must be clearly indicated in the proposal. After the City has accepted a proposal, Proposers will not be allowed to object to any required provision or to suggest modifications:

- 1) The Rules and Regulations of the New York State Deferred Compensation Board govern this procurement and will become part of the final contract governing this procurement. A copy of these rules and regulations can be downloaded from the Plan's Web site at: <https://www1.nyc.gov/site/olr/about/about-rfp.page>
- 2) The RFP and the successful Proposer's proposal will become part of the final contract and will be incorporated into the contract by reference.
- 3) The Plan's General Provisions Governing Contracts for Consultants, Professional and Technical Services (Appendix A) will become part of the final contract. The current version of the General Provisions Governing Contracts for Consultants, Professional and Technical Services can be downloaded from the Plan's website. However, the New York City Law Department may, from time to time, revise the General Provisions Governing Contracts for Consultants, Professional and Technical Services, and any contract entered into as a result of this solicitation will include the latest version of the General Provisions Governing Contracts for Consultants, Professional and Technical Services, which may differ from the version enclosed with this RFP.
- 4) Appendix B - Identifying Rider and Privacy Rider

**CITY OF NEW YORK  
PROPOSAL SUBMISSION FORM**

RFP for Auditing Services  
(RFP TITLE)

214260000181  
(PIN)

PROPOSER IDENTIFYING INFORMATION

PROPOSER NAME: \_\_\_\_\_

EMPLOYER IDENTIFICATION NUMBER (EIN) # \_\_\_\_\_  
(IF NO EIN, PLEASE PROVIDE SS#)\*

SOCIAL SECURITY NUMBER (SSN) # \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ PHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SUB-CONTRACTOR(S) IDENTIFYING INFORMATION (IF APPLICABLE)

SUB-CONTRACTOR NAME: \_\_\_\_\_

EMPLOYER IDENTIFICATION NUMBER (EIN) # \_\_\_\_\_  
(IF NO EIN, PLEASE PROVIDE SS#)\*

SOCIAL SECURITY NUMBER (SSN) # \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ PHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**PROPOSAL PACKAGE CONTENTS**

(EACH ITEM BELOW MUST BE INCLUDED IN YOUR PROPOSAL PACKAGE)

\_\_\_\_\_ LETTER OF TRANSMITTAL  
\_\_\_\_\_ PROPOSAL SUBMISSION FORM  
\_\_\_\_\_ ACKNOWLEDGMENT OF ADDENDA

\_\_\_\_\_ TECHNICAL PROPOSAL  
\_\_\_\_\_ PRICE PROPOSAL  
\_\_\_\_\_ AUDITED FINANCIAL STATEMENTS

\* UNDER THE FEDERAL PRIVACY ACT, THE FURNISHING OF SOCIAL SECURITY NUMBERS IS VOLUNTARY. FAILURE TO PROVIDE A SSN WILL NOT DISQUALIFY A PROPOSER OR SUB-CONTRACTOR FROM BEING AWARDED A CONTRACT.

**ACKNOWLEDGMENT OF ADDENDA FORM**

RFP TITLE: Request For Proposals for Auditing Services

PIN: 214260000181

DIRECTIONS: COMPLETE PART I OR PART II, WHICHEVER IS APPLICABLE.

PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED BY PROPOSER WITH RESPECT TO THIS RFP:

ADDENDUM # 1, DATED \_\_\_\_\_, 20 \_\_\_\_

ADDENDUM # 2, DATED \_\_\_\_\_, 20 \_\_\_\_

ADDENDUM # 3, DATED \_\_\_\_\_, 20 \_\_\_\_

ADDENDUM # 4, DATED \_\_\_\_\_, 20 \_\_\_\_

ADDENDUM # 5, DATED \_\_\_\_\_, 20 \_\_\_\_

ADDENDUM # 6, DATED \_\_\_\_\_, 20 \_\_\_\_

ADDENDUM # 7, DATED \_\_\_\_\_, 20 \_\_\_\_

ADDENDUM # 8, DATED \_\_\_\_\_, 20 \_\_\_\_

ADDENDUM # 9, DATED \_\_\_\_\_, 20 \_\_\_\_

ADDENDUM #10, DATED \_\_\_\_\_, 20 \_\_\_\_

ADDENDUM #11, DATED \_\_\_\_\_, 20 \_\_\_\_

ADDENDUM #12, DATED \_\_\_\_\_, 20 \_\_\_\_

PART II \_\_\_\_\_ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

ORGANIZATION: \_\_\_\_\_

BY (PRINT NAME): \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**ATTACHMENT A: PRICE PROPOSAL FORM**  
**PIN: 21426000181**

**PRICE PROPOSAL FOR AUDITING SERVICES: YEAR ONE**

NAME OF PROPOSING ORGANIZATION: \_\_\_\_\_

<b>AUDITING PERSONNEL SERVICES COSTS</b>	<b>COLUMN "A"</b>	<b>COLUMN "B"</b>	<b>COLUMN "C"</b>
Name and/or title of individual(s) proposed for performance of this audit:	Proposer's fully loaded billing rate for this person and/or title	Estimated # of hours per annum for this audit	Extension of rate times estimated # of hours for this audit (A X B)
(A)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(B)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(C)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(D)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(E)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
	TOTAL PERSONNEL AUDITING SERVICE COSTS: \$ _____		
	TOTAL, OTHER THAN PERSONNEL SERVICES COSTS: \$ _____ -Reimbursement shall be at cost and with no mark-up; documentation will be required at the time of billing. -Provide additional detail on an attachment if necessary.		
	TOTAL, ALL ABOVE COSTS PER ANNUM FOR AUDITING SERVICES: \$ _____		

<b>CYBERSECURITY ASSESSMENT PERSONNEL SERVICES COSTS</b>	<b>COLUMN "A"</b>	<b>COLUMN "B"</b>	<b>COLUMN "C"</b>
Name and/or title of individual(s) proposed for performance of this cybersecurity assessment:	Proposer's fully loaded billing rate for this person and/or title	Estimated # of hours per annum for this assessment	Extension of rate times estimated # of hours for this assessment (A X B)
(A)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(B)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(C)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(D)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(E)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
	TOTAL PERSONNEL CYBERSECURITY ASSESSMENT SERVICE COSTS: \$ _____		

	<p>TOTAL, OTHER THAN PERSONNEL SERVICES COSTS: \$ _____</p> <p>-Reimbursement shall be at cost and with no mark-up; documentation will be required at the time of billing.</p> <p>-Provide additional detail on an attachment if necessary.</p>
	<p>TOTAL, ALL ABOVE COSTS PER ANNUM FOR CYBER SECURITY ASSESSMENT SERVICES: \$ _____</p>
	<p>TOTAL, ALL ABOVE COSTS PER ANNUM FOR THIS AUDIT: \$ _____</p> <p>(AUDITING SERVICES AND CYBERSECURITY ASSESSMENT SERVICES)</p>

**PRICE PROPOSAL FOR AUDITING SERVICES: YEAR TWO**

NAME OF PROPOSING ORGANIZATION: \_\_\_\_\_

<b>AUDITING PERSONNEL SERVICES COSTS</b>	<b>COLUMN "A"</b>	<b>COLUMN "B"</b>	<b>COLUMN "C"</b>
Name and/or title of individual(s) proposed for performance of this audit:	Proposer's fully loaded billing rate for this person and/or title	Estimated # of hours per annum for this audit	Extension of rate times estimated # of hours for this audit (A X B)
(A)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(B)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(C)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(D)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(E)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
	TOTAL PERSONNEL AUDITING SERVICE COSTS: \$ _____		
	TOTAL, OTHER THAN PERSONNEL SERVICES COSTS: \$ _____ -Reimbursement shall be at cost and with no mark-up; documentation will be required at the time of billing. -Provide additional detail on an attachment if necessary.		
	TOTAL, ALL ABOVE COSTS PER ANNUM FOR AUDITING SERVICES: \$ _____		

<b>CYBERSECURITY ASSESSMENT PERSONNEL SERVICES COSTS</b>	<b>COLUMN "A"</b>	<b>COLUMN "B"</b>	<b>COLUMN "C"</b>
Name and/or title of individual(s) proposed for performance of this cybersecurity assessment:	Proposer's fully loaded billing rate for this person and/or title	Estimated # of hours per annum for this assessment	Extension of rate times estimated # of hours for this assessment (A X B)
(A)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(B)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(C)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(D)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(E)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
	TOTAL PERSONNEL CYBERSECURITY ASSESSMENT SERVICE COSTS: \$ _____		

	<p>TOTAL, OTHER THAN PERSONNEL SERVICES COSTS: \$ _____</p> <p>-Reimbursement shall be at cost and with no mark-up; documentation will be required at the time of billing.</p> <p>-Provide additional detail on an attachment if necessary.</p>
	<p>TOTAL, ALL ABOVE COSTS PER ANNUM FOR CYBER SECURITY ASSESSMENT SERVICES: \$ _____</p>
	<p>TOTAL, ALL ABOVE COSTS PER ANNUM FOR THIS AUDIT: \$ _____</p> <p>(AUDITING SERVICES AND CYBERSECURITY ASSESSMENT SERVICES)</p>

**PRICE PROPOSAL FOR AUDITING SERVICES: YEAR THREE**

NAME OF PROPOSING ORGANIZATION: \_\_\_\_\_

<b>AUDITING PERSONNEL SERVICES COSTS</b>	<b>COLUMN "A"</b>	<b>COLUMN "B"</b>	<b>COLUMN "C"</b>
Name and/or title of individual(s) proposed for performance of this audit:	Proposer's fully loaded billing rate for this person and/or title	Estimated # of hours per annum for this audit	Extension of rate times estimated # of hours for this audit (A X B)
(A)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(B)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(C)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(D)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(E)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
	TOTAL PERSONNEL AUDITING SERVICE COSTS: \$ _____		
	TOTAL, OTHER THAN PERSONNEL SERVICES COSTS: \$ _____ -Reimbursement shall be at cost and with no mark-up; documentation will be required at the time of billing. -Provide additional detail on an attachment if necessary.		
	TOTAL, ALL ABOVE COSTS PER ANNUM FOR AUDITING SERVICES: \$ _____		

<b>CYBERSECURITY ASSESSMENT PERSONNEL SERVICES COSTS</b>	<b>COLUMN "A"</b>	<b>COLUMN "B"</b>	<b>COLUMN "C"</b>
Name and/or title of individual(s) proposed for performance of this cybersecurity assessment:	Proposer's fully loaded billing rate for this person and/or title	Estimated # of hours per annum for this assessment	Extension of rate times estimated # of hours for this assessment (A X B)
(A)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(B)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(C)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(D)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(E)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
	TOTAL PERSONNEL CYBERSECURITY ASSESSMENT SERVICE COSTS: \$ _____		

	<p>TOTAL, OTHER THAN PERSONNEL SERVICES COSTS: \$ _____</p> <p>-Reimbursement shall be at cost and with no mark-up; documentation will be required at the time of billing.</p> <p>-Provide additional detail on an attachment if necessary.</p>
	<p>TOTAL, ALL ABOVE COSTS PER ANNUM FOR CYBER SECURITY ASSESSMENT SERVICES: \$ _____</p>
	<p>TOTAL, ALL ABOVE COSTS PER ANNUM FOR THIS AUDIT: \$ _____</p> <p>(AUDITING SERVICES AND CYBERSECURITY ASSESSMENT SERVICES)</p>

**PRICE PROPOSAL FOR AUDITING SERVICES: YEAR FOUR**

NAME OF PROPOSING ORGANIZATION: \_\_\_\_\_

<b>AUDITING PERSONNEL SERVICES COSTS</b>	<b>COLUMN "A"</b>	<b>COLUMN "B"</b>	<b>COLUMN "C"</b>
Name and/or title of individual(s) proposed for performance of this audit:	Proposer's fully loaded billing rate for this person and/or title	Estimated # of hours per annum for this audit	Extension of rate times estimated # of hours for this audit (A X B)
(A)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(B)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(C)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(D)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(E)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
	TOTAL PERSONNEL AUDITING SERVICE COSTS: \$ _____		
	TOTAL, OTHER THAN PERSONNEL SERVICES COSTS: \$ _____ -Reimbursement shall be at cost and with no mark-up; documentation will be required at the time of billing. -Provide additional detail on an attachment if necessary.		
	TOTAL, ALL ABOVE COSTS PER ANNUM FOR AUDITING SERVICES: \$ _____		

<b>CYBERSECURITY ASSESSMENT PERSONNEL SERVICES COSTS</b>	<b>COLUMN "A"</b>	<b>COLUMN "B"</b>	<b>COLUMN "C"</b>
Name and/or title of individual(s) proposed for performance of this cybersecurity assessment:	Proposer's fully loaded billing rate for this person and/or title	Estimated # of hours per annum for this assessment	Extension of rate times estimated # of hours for this assessment (A X B)
(A)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(B)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(C)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(D)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
(E)	\$ _____ Per Hour	_____ Hours Per Annum	\$ _____ Per Annum
	TOTAL PERSONNEL CYBERSECURITY ASSESSMENT SERVICE COSTS: \$ _____		

	<p>TOTAL, OTHER THAN PERSONNEL SERVICES COSTS: \$ _____</p> <p>-Reimbursement shall be at cost and with no mark-up; documentation will be required at the time of billing.</p> <p>-Provide additional detail on an attachment if necessary.</p>
	<p>TOTAL, ALL ABOVE COSTS PER ANNUM FOR CYBER SECURITY ASSESSMENT SERVICES: \$ _____</p>
	<p>TOTAL, ALL ABOVE COSTS PER ANNUM FOR THIS AUDIT: \$ _____</p> <p>(AUDITING SERVICES AND CYBERSECURITY ASSESSMENT SERVICES)</p>

**PRICE PROPOSAL SUMMARY**

NAME OF PROPOSING ORGANIZATION: \_\_\_\_\_

**TOTAL ANNUAL COST FOR YEAR ONE\*:**

\$ \_\_\_\_\_

**TOTAL ANNUAL COST FOR YEAR TWO\*:**

\$ \_\_\_\_\_

**TOTAL ANNUAL COST FOR YEAR THREE\*:**

\$ \_\_\_\_\_

**TOTAL ANNUAL COST FOR YEAR FOUR\*:**

\$ \_\_\_\_\_

**\*Total annual cost must include all travel expenses**

PRICE PROPOSAL SIGNED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT B**  
**PIN 214260000181**

**New York City Deferred Compensation Plan - Technology Environment and Associated Practices**

Deferred Compensation Plan (DCP) Sites:

- Primary – New York City
- Disaster Recovery – Long Island

Primary and DR sites are connected with Point-to-Point 500 MB tunnel.

Firewalls: Each site is protected by a cluster of ForcePoint firewalls.

For SSL VPN Pulse Secure VMware VM Cluster is used.

ISP: Crown Castle is the primary ISP, Primary site has backup Verizon ISP

Primary Site:

1. Resources: 4 Dell VXRail nodes, Cisco switches, 2 Synology SANs
2. Backup solution: Dell Data Domain HW, PPDm and Recovery Point
3. Users: 150 w/stations running Windows 11

DR site:

1. 4 Dell VXRail nodes, Cisco switches, two Synology SANs
2. DR is functioning in standby mode
3. Users: 20 w/stations running Windows 11.

Applications:

- Windows 2019 and 2022
- Development and Production MS SQL 2019/2022 servers
- OTG imaging system in MetaSource cloud
- SolarWinds Serv-U for file sharing
- Rapid 7 scanner
- MS Office 2016/Office 365
- NetGovern Retention System
- CrowdStrike and Trellix on w/stations
- ManageEngine Desktop Central and Service Desk used for security patching and Help Desk tickets
- MS WDS is used for new w/stations deployment
- SolarWinds Network Performance Monitor is used for network monitoring.
- ManageEngine AD Manager, 365 Manager and Log365
- Centrify Delinia Servers for Access Management