

ATTACHMENT A
STATEMENT OF WORK

A. PLANNING, DRAFTING, AND FABRICATION OF TRADE SHOW BOOTHS

1. Planning Phase

The Contractor shall conduct two hour-long initial kickoff meetings to discuss OSC's objectives, themes, messaging, and visions for the trade show booths/displays (the "Booths"), as well as the missions of the Office of Unclaimed Funds ("OUF") and the New York State and Local Retirement System ("NYSLRS"). The meetings may be held via videoconference, at OSC's discretion. From these meetings, the Contractor shall identify key activities and work streams with associated prioritization. The Contractor shall document these activities and work streams in a work plan document (the "Work Plan"), which must be delivered to OSC for review within fourteen days of the second kickoff meeting. The Work Plan must include:

- the name and title of the individual who will serve as the Contractor's single point of contact throughout the term of the Agreement;
- the names and titles of individuals assigned to planning tasks;
- the anticipated number of hours of work to be performed by each of the assigned individuals;
- the total cost of the Planning Phase (based on the number of hours and hourly rates identified);
- a brief timeline and description of tasks to occur during the Planning Phase; and
Detail all activities and actions required for each task identified.

Upon receipt of the Work Plan, OSC will review and will send the Contractor a list of any questions or requests for clarification, if any. The Contractor will address these questions and provide OSC with a revised Work Plan if necessary. OSC will not compensate the Contractor for any additional time needed for the Contractor to correct mistakes or add missing information to the Work Plan, as determined by OSC, at its discretion.

The Contractor must provide justification for the number of hours its staff worked on the Planning Phase if requested by OSC.

OSC will ensure that appropriate staff are available to timely respond to the Contractor questions and follow-ups throughout the Planning and Drafting Phases, and will provide all support required to develop custom components for the Booths (e.g., logos, pictures).

OSC must approve the Work Plan before the Drafting Phase may begin.

2. Drafting Phase

Per the final Work Plan and with the ongoing consultation with OSC, the Contractor shall draft and develop a detailed plans for the fabrication of each Booth (each, a "Fabrication Plan"), which must be completed within one month of OSC final acceptance of the Work Plan. The Fabrication Plans must include:

- detailed renderings of the proposed Booth;
- a comprehensive fabrication timeline;
- the total cost of the initial fabrication of each Booth (the "Booth Fabrication Cost") and an itemized list of all costs, including materials and labor; and
- an explanation of how the itemized costs relate back to price lists and pricing information provided by the Contractor as part of its bid.

Upon receipt of the Fabrication Plans, OSC will review and will notify the Contractor of any issues or deficiencies. The Contractor shall collaborate with OSC to address the concerns and shall provide OSC with revised Fabrication Plans, if necessary. OSC will not compensate the Contractor for any additional

time needed for the Contractor to correct mistakes or add missing required information to the Fabrication Plans, as determined by OSC, at its discretion.

OSC may request additional information necessary to substantiate the pricing and itemized fabrication costs at any time during the Drafting Phase. The total cost of Booth fabrication must not exceed the Booth Fabrication Not-To-Exceed Costs stated in Section 2 of Attachment C (Cost Form).

OSC must approve the Fabrication Plans before the Contractor may begin fabrication of the Booths.

3. Fabrication Phase

Upon OSC's approval of the Fabrication Plans, the Contractor shall begin fabrication of the Booths. The Contractor shall provide OSC with periodic updates as to the Contractor's progress, upon OSC's request. The Contractor shall immediately notify OSC if problems occur during fabrication that the Contractor reasonably anticipates will result in (a) a delay of the Booth's fabrication, or (b) a material deviation of the Fabrication Plans. The Contractor shall ensure that both Booths are ready for OSC's use at trade shows (each, a "Trade Show") within 90 days of OSC's approval of the Fabrication Plans. The Contractor's failure to complete fabrication of the Booths within this time may result in liquidated damages per Section D (Performance Standards & Liquidated Damages).

Upon completion of the fabrication of the Booths, OSC staff will inspect the completed Booths, either in person or via videoconference, at OSC's discretion. The Contractor shall provide OSC staff with a brief demonstration of how it will break down and set up the Booths. The Contractor shall address any fabrication concerns.

The Fabrication Phase will be completed upon the Contractor's receipt of OSC written approval of all Booths.

B. BOOTH STORAGE AND TRANSPORTATION

1. Storage Requirements

The Contractor shall store the Booths when not in use during the term of the Agreement. The Contractor shall maintain insurance on OSC Booths identified in Section VIII of the Agreement (Insurance).

2. Transport, Setup, and Breakdown Requirements

Upon OSC's request, the Contractor shall transport one or both Booths from the Contractor's storage facility to Trade Shows located throughout New York State. OSC anticipates that it will attend up to five Trade Shows each year, including the New York State Fair in Syracuse New York. Other Trade Shows are located in Onondaga, Albany, and Erie counties. The number and location of these Trade Shows may change during the term of the Agreement.

OSC will provide the Contractor with at least 30 days' prior written notice of each Trade Show (each, an "Event Notice"), which must include:

- The name, dates, and location of the Trade Shows;
- The physical address of the building or complex of the Trade Show;
- The specific event room or hall within the facility (if applicable);
- Information regarding where and when Booth setup must be performed, including the deadline that Booth setup must be completed;
- Information regarding where and when Booth breakdown must be performed, including the deadline that Booth breakdown must be completed; and
- Any known special requirements of the Trade Show.

The Contractor shall acknowledge receipt of the Event Notice within two business days. The Contractor shall inform OSC of any anticipated problems regarding transporting the Booths to the Trade Show as soon as possible, but no longer than 10 calendar days after the Contractor's receipt of the Event Notice.

For each Trade Show, the Contractor shall:

- Provide OSC with the name and phone number of an individual who will be responsible for the transportation and setup of the Booths, and whom OSC may contact with questions or issues that arise before and during the Trade Show;
- Inspect all elements of the Booths to ensure they are functioning properly prior to transportation, including the Booths' structural, electrical/computer, and lighting components. (The Contractor shall conduct this inspection with sufficient time for the Contractor to rectify any issues prior to transporting the Booths to the Trade Show.);
- Securely transport the Booths from the Contractor's storage facility to the Trade Show;
- Set up the Booths at the Trade Show at the location designated by OSC;
- Conduct a post-delivery inspection and make any necessary repairs to ensure that all elements of the Booths are functioning properly; and
- Breakdown and return of the Booths to the Contractor's storage facility at the conclusion of the Trade Show.

The Contractor's failure to complete setup of the Booths by the time identified in the Event Notice may result in liquidated damages per Section D (Performance Standards & Liquidated Damages).

C. REPAIRS AND CHANGE ORDERS

1. Repairs

The Contractor shall repair or replace any damage to the Booths or their components, at no cost to OSC, if the damage occurs: 1) at the Contractor's storage facility, 2) during the Booths' transportation to and from a Trade Show location, or 3) during the Booths' set up or breakdown.

If the Booths are damaged during a Trade Show after setup is complete, at no fault of the Contractor, the Contractor shall repair the damage at the discretion of OSC. Prior to performing repairs, the Contractor shall submit a repair plan to OSC that details the damage and provides an itemized list of the costs to repair the damage, including labor. The Contractor shall not make any repairs without first receiving OSC's prior written approval. OSC may require the Contractor to provide supporting documentation or other justification for the cost of the repairs, including images of the damages.

Upon completion of the repairs, OSC staff will inspect the Booths, either in person or via videoconference, at OSC's discretion, and notify the Contractor of any issues of deficient. The Contractor shall work expeditiously to address all of OSC's concerns and complete the repairs to OSC satisfaction.

2. Change Orders

During the term of the Agreement, OSC may require the Contractor to change, update, and/or enhance certain elements of the Booths (e.g., changing display graphics). Upon OSC's reasonable notice to the Contractor, the Contractor shall meet with OSC, either virtually or in-person, at OSC's discretion, to plan and implement any desired changes.

Upon OSC's request, the Contractor shall draft a change order based on OSC's requested changes. Change orders must include:

- a brief description of the changes to be made;
- the total cost of the change order and an itemized list of all costs, including materials and labor;
- a brief explanation of how the costs itemized in the Fabrication Plan relate back to price lists and pricing information provided by the Contractor as part of its bid.

The Contractor shall provide OSC with sufficient information to substantiate the costs provided in the change order if requested by OSC.

Upon OSC's receipt of a change order, OSC will review the change order and either approve, reject, or request changes. If OSC requests changes to the change order, the Contractor shall make the changes and resubmit the change order to OSC for approval. The Contractor shall not make any changes to the Booths without first receiving OSC's prior written approval.

Upon completion of the changes, OSC staff will inspect the Booths, either in person or via videoconference, at OSC's discretion, and notify the Contractor of any issues of deficient. The Contractor shall work expeditiously to address all of OSC's concerns and complete the changes to OSC satisfaction.

D. PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Failure to comply with the following performance standards, as determined by OSC, may result in the imposition of liquidated damages, at OSC's discretion. The Contractor is not responsible for any delays resulting from reasons beyond its reasonable control.

Performance Standard #1: The Contractor shall ensure that the Booths are ready for OSC's use at Trade Shows within 90 days of OSC's approval of the Fabrication Plans.

Deviation from Performance Standard	Liquidated Damages
The OUF Booth is ready for use at Trade Shows between one and 11 days after OSC's approval of the Fabrication Plans.	Liquidated damages of 2% of the total cost of the OUF Booth stated in the OUF Booth Fabrication Plan for each day beyond OSC's approval of Fabrication Plans.
The OUF Booth is ready for use at Trade Shows 11 or more days after OSC's approval of the Fabrication Plans.	Liquidated damages of 25% of the total cost of the OUF Booth stated in the OSC Booth Fabrication Plan.
The NYSLRS Booth is ready for use at Trade Shows between one and 11 days after OSC's approval of the Fabrication Plans.	Liquidated damages of 2% of the total cost of the NYSLRS Booth stated in the NYSLRS Booth Fabrication Plan for each day beyond OSC's approval of Fabrication Plans.
The NYSLRS Booth is ready for use at Trade Shows between 11 or more days after OSC's approval of the Fabrication Plans.	Liquidated damages of 25% of the total cost of the NYSLRS Booth stated in the NYSLRS Booth Fabrication Plan.

Performance Standard #2: The Contractor shall complete the setup of the Booths by the deadline identified in the Event Notice.

Deviation from Performance Standard	Liquidated Damages
The OUF Booth is ready for use by OUF between one and five hours after the deadline identified in the Event Notice.	Liquidated damages of 5% of the Contractor's set-up and breakdown fee for each hour beyond the deadline identified in the Event Notice.
The OUF Booth is ready for use by OUF five or more five hours after the deadline identified in the Event Notice.	Liquidated damages of 25% of the Contractor's set-up and breakdown fee.
The NYSLRS Booth is ready for use by NYSLRS between one and five hours after the deadline identified in the Event Notice.	Liquidated damages of 5% of the Contractor's set-up and breakdown fee for each hour beyond the deadline identified in the Event Notice.

The NYSLRS Booth is ready for use by NYSLRS five or more five hours after the deadline identified in the Event Notice.	Liquidated damages of 25% of the Contractor's set-up and breakdown fee.