



**'NO BID' FORM**

**IFB # 2016-14-CL**

**DESCRIPTION: Electronic Billing Services**

**CONTRACT PERIOD: Semi-annual recruitment with a term of up to (5) five years**

<b>BIDS DUE:</b>		<b>SUBMIT BIDS TO:</b>
<b>DATE:</b>	<b>6/9/16</b>	<b>IFB# 2016-14-CL</b> NYSIF – Procurement Unit 15 Computer Drive West Albany, NY 12205
<b>TIME:</b>	<b>2:00 p.m.</b>	

Bidders choosing not to bid are requested to complete and return only this page. Please check all boxes that apply:

- 1. We do not provide the requested services. Please remove our firm from your mailing list.
- 2. We are unable to bid at this time because \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FAILURE TO RESPOND TO THIS BID SOLICITATION MAY RESULT IN YOUR FIRM BEING REMOVED FROM OUR MAILING LIST. A "NO BID" IS CONSIDERED A RESPONSE.**

Name of Firm: \_\_\_\_\_ FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

Web Page: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name & Title: \_\_\_\_\_



NEW YORK  
STATE INSURANCE FUND

INVITATION FOR BIDS

for

**Electronic Billing Services**

**Bid # 2016-14-CL**

May 5, 2016

NYSIF encourages the participation of Minority and Women-Owned Business Enterprises (M/WBE) in its procurement projects. NYSIF is committed to achieving the statewide goal of increasing opportunities for New York State Minority and Women-owned Business Enterprises. Any firm that feels it may meet the state requirements for certification is encouraged to visit the [NYS Department of Economic Development](#) for more information about the program and how to apply for certification.

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## **IFB CALENDAR**

<b>DATE</b>	<b>EVENT</b>	<b>COMMENTS</b>
<b>5/5/16</b>	IFB Issued – Advertisement posted	Bid documents may be obtained here: <a href="http://www.nysif.com/procurement">www.nysif.com/procurement</a>
<b>5/26/16</b>	Final date for bidder inquiries	<b><u>Written inquiries only</u></b> by 12:00 p.m. (EST) to: Email: <a href="mailto:contracts@nysif.com">contracts@nysif.com</a> Fax: 518-437-4209
<b>6/3/16</b>	Responses to inquiries	Written responses will be posted on NYSIF's website at: <a href="http://www.nysif.com/procurement">www.nysif.com/procurement</a>
<b>6/9/16</b>	Final date for submission of bids	Deadline for response to this IFB.  <b>IFB# 2016-14-CL</b> NYSIF – Procurement Unit 15 Computer Drive West Albany, NY 12205  Sealed bids <b>MUST</b> be received by 2:00 p.m (EST).
<b>TBD</b>	Anticipated Start Date	Subject to the required approvals.

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**SECTION I – GENERAL INFORMATION**

**I.1 OVERVIEW OF THE NEW YORK STATE INSURANCE FUND**

The New York State Insurance Fund (NYSIF) was established in 1914 as part of the original enactment of the New York Workers' Compensation Law. The Fund's mission is to guarantee the availability of workers' compensation insurance at the lowest possible cost to employers, while maintaining a solvent fund, as well as to provide timely and appropriate indemnity and medical payments to injured workers. NYSIF is a self-supporting insurance carrier that competes with private insurers in both the workers' compensation and disability benefits markets in New York State. With 160,000 policyholders, over \$2 billion in annual premium and \$17 billion of assets, NYSIF is the largest workers' compensation carrier in the state and among the top five largest workers' compensation carriers in the nation. NYSIF provides disability benefits coverage for off-the-job injuries to more than 61,000 New York employers.

**I.2 PURPOSE**

In 2007 NYSIF implemented an Electronic Medical Billing (E-Billing) processing system that transformed paper-based claims processing in NYSIF's business offices to a paperless, regional model. The goal of the E-Billing Project was to eliminate the manual entry of medical bill data for those medical providers who were partnered with an electronic billing vendor(s). The objective of this IFB is to solicit proposals from interested vendors who have the business understanding and the technological knowledge and capability required to provide the services as outlined in the Technical Requirements Section.

NYSIF reserves the right to choose one or more vendors to provide E-Billing services. The vendor(s) will be expected to provide the following throughout the established contract period:

- Delivery of quality medical billing data in electronic format, consistent with specification and within defined timeframes.
- Accommodation to changes in statutory requirements, changes in business needs, and ongoing enhancements and upgrades to the E-Billing system.

Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

**Please note: All fees for these services should be identified in Appendix Z. No fees will be chargeable to medical providers.**

**I.3 SUMMARY OF NYSIF'S POLICY AND PROHIBITIONS REGARDING PERMISSIBLE CONTACTS DURING A COVERED PROCUREMENT**

Pursuant to State Finance Law §§139-j and 139-k, this IFB includes and imposes certain restrictions on communications between a Governmental Entity and a Bidder during the procurement process. A Bidder is restricted from making contacts from the earliest notice of intent to solicit bids through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3)(a). Designated staff, as of the date hereof, is identified on page 6 of this IFB. NYSIF employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for

contract award and in the event of two findings within a 4-year period; the Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements is available from the designated contact(s).

**I.4 INQUIRIES/ISSUING OFFICE/DESIGNATED CONTACT**

All inquiries concerning this solicitation will be addressed to the following Designated Contacts:

Cynthia McGrath	Alex Romano
Contract Management Specialist	Contract Management Specialist Trainee
E-Mail: <a href="mailto:contracts@nysif.com">contracts@nysif.com</a>	E-Mail: <a href="mailto:contracts@nysif.com">contracts@nysif.com</a>

For inquires related specifically to Minority and Woman Owned Business Enterprises (MWBE) provisions of this procurement solicitation, the designated contract is:

Lucas McCullough  
MWBE Fiscal Business Specialist  
E-Mail: [contracts@nysif.com](mailto:contracts@nysif.com)

**All questions related to this IFB or the contract process must be submitted in writing to [contracts@nysif.com](mailto:contracts@nysif.com) by the date and time indicated in the IFB Calendar, citing the particular bid section and paragraph number. No telephone questions will be answered.**

Only questions received during the Question and Answer period (as outlined in the IFB Calendar) will be addressed. **Official answers to the questions will be posted on NYSIF's website at [www.nysif.com/procurement](http://www.nysif.com/procurement), on the date indicated in the IFB Calendar.**

Prospective Bidders should note that all clarifications and exceptions are to be resolved prior to the submission of a bid. Answers may be included in a bid addendum.

**I.5 METHOD OF AWARD**

This will be a bi-annual recruitment procurement, with all vendors that meet NYSIF's mandatory requirements eligible to participate. All bids will be reviewed and evaluated by NYSIF personnel.

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**SECTION II – BIDDER'S QUALIFICATIONS**

All bids submitted in response to this IFB must include the following information. Failure to submit information to meet any of the following mandatory requirements may result in your bid being deemed non-responsive and eliminate your bid from consideration.

**II.1 COMPLIANCE**

By submitting a bid, Bidders are certifying they are qualified to perform the proposed work. Bidders must have the necessary staff, equipment, permits and licensing, and compliance for the schedule set forth in this contract.

**II.2 LICENSES AND PERMITS**

The bidder shall obtain, maintain, and pay for all permits, licenses, and fees legally required to perform the work under this IFB, copies of which must be submitted to NYSIF prior the commencement of work. It is the responsibility of the Contractor to ensure that any subcontractors are also licensed and permitted appropriately for the work they perform.

**II.3 INSURANCE, INDEMNIFICATION AND BONDS**

Prior to the commencement of the work to be performed by the successful bidder, the Bidder shall file with NYSIF Certificates of Insurance evidencing compliance with all requirements contained in this IFB. Such certificates shall be of a form and substance acceptable to NYSIF.

Acceptance and/or approval by NYSIF does not and shall not be construed to relieve contractor of any obligations, responsibilities or liabilities under the awarded contract.

All insurance required by the IFB shall be obtained at the sole cost and expense of the Bidder; shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to NYSIF; shall be primary and non-contributing to any insurance or self insurance maintained by NYSIF; shall be endorsed to provide written notice be given to NYSIF at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent in accordance to the 'Notice' provision of the Agreement and shall name NYSIF, its officers, agents, and employees as additional insureds hereunder (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 26 11 85 or its equivalent**).

The bidder shall be solely responsible for the payment of all deductibles and self insured retentions to which such policies are subject. Deductibles and self-insured retentions above \$100,000 are subject to approval by NYSIF. Such approval shall not be unreasonably withheld.

If NYSIF allows subcontracting, the Bidder shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to NYSIF and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Bidder shall cause all insurance to be in full force and effect as of the commencement date of this contract and to remain in full force and effect throughout the term of this contract and as further required

by this IFB. The Bidder shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverage during the period of time such coverage is required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Bidder shall supply NYSIF with updated replacement Certificates of Insurance, and amendatory endorsements.

The Bidder, throughout the term of this contract, or as otherwise required by this contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

1. Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence, \$2,000,000 aggregate. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
  - a. Aggregate limit shall apply separately on a per location or per project basis
2. Workers Compensation and NYS Disability Benefits, as required by New York State. An ACORD form (certificate of insurance) is NOT acceptable proof of workers' compensation coverage. In order to provide proof of compliance with the requirements of the Workers Compensation Law please visit <http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp> for further information.
3. Comprehensive Business Automobile Liability Insurance covering liability arising out of any automobile in connection with the work required under this IFB or any contract resulting from this solicitation, including owned, leased, hired and non-owned automobiles. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$2,000,000 each accident and shall name NYSIF, its officers, agents, and employees as additional insureds.
4. Data Breach and Privacy/Cyber Liability including Technology Error and Omissions with a limit of not less than \$1,000,000 per occurrence, including coverage for damages arising from, but not limited to the following:
  - a. Breach of duty to protect the security and confidentiality of Personally Identifiable Nonpublic Information (e.g. Medical, Financial, or Personal in Nature in Electronic or Non-Electronic Form)
  - b. Privacy notification costs
  - c. Regulatory defense and penalties
  - d. Third party electronic theft and computer fraud
  - e. Professional Liability for damages arising from computer related services including but not limited to:
    - i. Consulting
    - ii. Data Processing
    - iii. Programming
    - iv. System Integration



- v. Hardware or Software Development
- vi. Installation
- vii. Distribution or Maintenance
- viii. Systems Analysis or Design
- ix. Training
- x. Staffing or Other Support Services

**Waiver of Subrogation:** Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against NYSIF, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if contractor waives or has waived before the casualty, the right of recovery against NYSIF or (ii) any other form of permission for the release of NYSIF.

Awarded contractor shall furnish evidence of all policies to NYSIF, before any work is started. Certificates of Insurance may be supplied as evidence of such aforementioned policies; however, if requested by the Agency, the contractor shall deliver to NYSIF within forty-five (45) days of the request a copy of such policies, certified by the insurance carrier as being true and complete. If a Certificate of Insurance is submitted it must: (i) be signed by an authorized representative of the insurance carrier or producer, and notarized; (ii) disclose any deductible, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage; (iii) indicate the Additional Insureds and Named Insured(s) as required herein; (iv) reference the Agreement by number on the face of the certificate; and (v) expressly reference the inclusion of all required endorsements.

If, at any time during the term of this Agreement, insurance as required is not in effect, or proof thereof is not provided to NYSIF, NYSIF shall have the option to: (i) direct the contractor to suspend work with no additional cost or extension of time due on account thereof; or (ii) treat such failure as a material breach of an essential element of the contract.

The contractor will indemnify NYSIF against any and all liability which may be assessed against it as a result of the actions, activities or neglect of the contractor, its officers, employees, agents, or subcontractors relating to its performance of the functions required (see NYSIF Appendix C).

**Note:** Any Prospective Bidder failing to submit in whole or in part the above statements attesting its qualifications may result in a rejection of that bid. It is the State's intent in having these requirements to ensure that only qualified and reliable contractors perform the work of this contract.

## **II.5 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION**

New York State Executive Law Article 15-A requires that NYSIF provide opportunities for the maximum feasible participation of New York State certified minority- and women-owned business enterprises in the performance of NYSIF contracts. NYSIF has determined that it will not place MWBE participation goals on contracts resulting from this procurement because there are not sufficient subcontracting opportunities available for this electronic billing service. However, contractors should use good faith efforts to engage MWBEs as subcontractors to the extent that such opportunities exist. Additionally, NYSIF strongly encourages all certified minority and women-owned businesses to submit a proposal in response to this solicitation. Finally, NYSIF encourages those minority-and women-owned companies that are not certified by the Empire State Development Division of Minority-and Women-Owned

Businesses, to become certified at the earliest opportunity. Information regarding the certification process can be viewed at: <http://esd.ny.gov/MWBE/Certification.html>

**II.6 USE OF NYSIF TRADEMARK AND LOGO**

The awarded vendor's website should only display a NYSIF approved logo. NYSIF will need to approve any website content. NYSIF should be notified of any website content change. NYSIF shall display the vendor contact information on the NYSIF website with approval from the vendor.

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**SECTION III – SPECIFICATIONS**

No oral statements of any person shall alter or otherwise affect the terms, conditions, or specifications noted herein or in the contract for the service. Any amendments to this IFB that may be necessary will be issued in writing and posted to NYSIF’s website ([www.nysif.com/procurement](http://www.nysif.com/procurement)).

**III.1 FUNCTIONAL REQUIREMENTS**

These sections detail the Functional Requirements for the E-Billing system. The Bidder must certify the ability to fulfill these functional requirements in a manner consistent with the technical requirements detailed in Exhibit T.

**III.1.1 General**

To provide for current and future needs, the proposed technical solution must fit within the current NYSIF technical architecture and have the characteristics described in this document.

For the purpose of this IFB, NYSIF defines a “claim” as a case file established for the purpose of administering workers’ compensation benefits to an industrially injured worker or their dependents. A “bill” is defined as a provider’s submission of itemized services/products and related charges. These terms are not interchangeable.

**III.1.2 Design/Approach**

The Bidder must certify that their service has a design based on a modern framework and will integrate with the NYSIF’s existing E-Billing system. Changes in statutory requirements may result in changes to the requirements detailed in this document. The system must be able to evolve and be flexible to meet future needs. All file formats will be provided by NYSIF technical personnel, and are subject to change based upon prevailing business needs.

The Bidder must confirm that:

- They have dedicated personnel, including IT development personnel, assigned to the NYSIF account.
- They will develop changes in a time period that is mutually agreed upon at the time of the change request.

**III.1.3 The Bidder must confirm knowledge in the following areas:**

- Medical billing processing knowledge -- in particular Worker’s Compensation Medical bills and knowledge of the various New York State Workers’ Compensation Board (WCB) Fee Schedules. Fee schedules included are:
  - New York State WCB Health Provider Fee Schedules;
  - New York State WCB All Patient Refined Diagnostic Related Groups (APR DRG) Fee Schedule;
  - New York State WCB Products of Ambulatory Surgery (PAS) Rates Fee Schedule;
  - New York State WCB Pharmacy Fee Schedule;
  - New York State WCB Dental Fee Schedule;
  - New York State WCB Durable Goods Fee Schedule;
  - New York State WCB Implementation of the NYS Department of Health Enhanced Ambulatory Patient Grouping (EAPG) Fee Schedule
- Development and implementation of a Medical Provider/Vendor database, in particular functionality to manage the creation and maintenance of medical provider information;

- File encryption/decryption methodologies;
- Secure file transfer protocols.

#### III.1.4 Integration with Existing NYSIF E-Billing Application

The system must integrate with the NYSIF E-Billing system. To integrate with NYSIF's E-Billing system, the proposed service must:

- Adhere to the NYSIF's proprietary file requirements for the Medical Provider/Vendor Registration process, Claim Eligibility process, Claim Eligibility File Error Report, Accept/Reject Report file and Monthly Invoice Process. File descriptions and layouts are detailed in the technical requirements (Exhibit T);
- Adhere to NYSIF file naming conventions. File naming conventions to be provided upon vendor selection;
- Adhere to the use of a standard encryption/decryption methodology;
- Adhere to the use of a standard secure file transfer protocol.

#### III.1.5 Performance Monitoring

The Bidder must confirm the following:

- Periodic scheduled and random monitoring of submitting provider EDI data, bill images, and attachments to ensure that NYSIF business rules are followed.
- Problems that medical providers have submitting bills will be sent to NYSIF only after vendor has completed a full investigation that determines the issue is a NYSIF technical problem. Referrals will be completely documented including definition of problem and all attempts at solving the issue.
- Medical providers will not be referred directly to NYSIF for technical issues.
- Copies of bills will not be sent to WCB unless confirmation of acceptance has been received from NYSIF.

**The Bidder further confirms that there will be 100% compliance with the requirement that there will be one bill image submitted that matches the EDI data submitted**

#### III.1.6 Testing and Change Control

The Bidder must confirm the following:

- The vendor will maintain separate development, testing, and production environments; testing should mirror the production environment, and production must be secure.
- The vendor's test environment will be capable of ingesting NYSIF's test data, in order to facilitate proper integration testing.
- The vendor will complete three successful test cycles before any change is implemented in production. If any changes are to be made to the vendor's system, NYSIF must be notified in advance, and integration testing, including but not limited to three consecutive cycles, must be completed before production implementation.
- The vendor shall not manipulate test files.

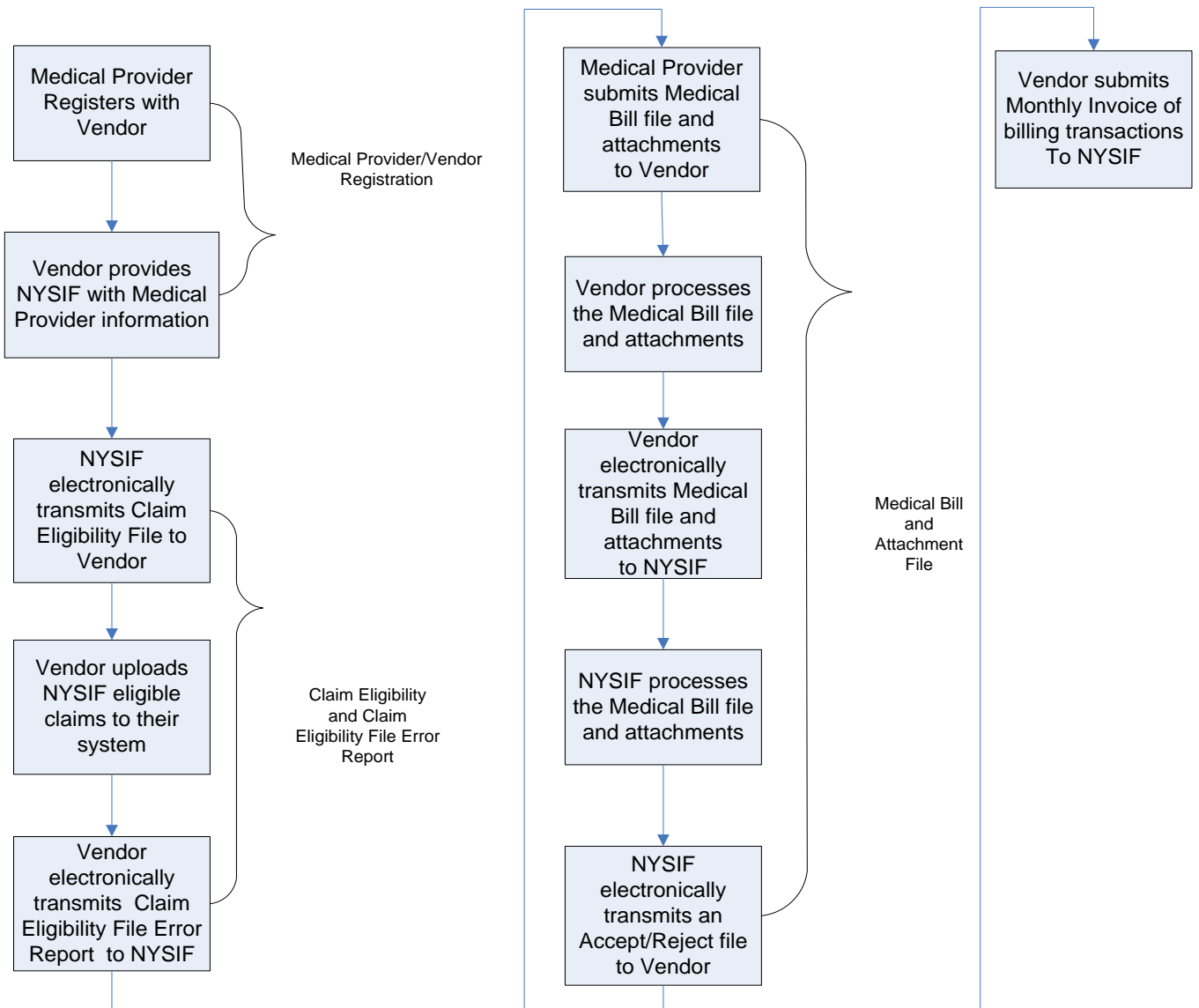
III.1.7 Information Security and Audit

The information contained in the E-Billing System is sensitive and confidential. NYSIF expects that the Bidder employ information-security best practices in maintaining the confidentiality, integrity, and availability of its information technology infrastructure and information entrusted to it by NYSIF against compromise or misuse by internal or external malicious users. The Bidder shall use encryption on all links that are routed through public networks – current practice requires PGP encryption and SFTP. Under no circumstances will secure information be sent via electronic mail.

The Bidder shall perform periodic information-security system checks/tests and generate activity reports, as requested by NYSIF.

III. 1.8 Functional Requirements – eBilling Workflow

High Level E-Billing System Workflow Diagram



**III.1.8.1 Medical Provider/Vendor Registration**

The purpose of the Provider Registration process is to ensure that the providers recruited by the Bidder are entered into the NYSIF Provider system, and that use of the system facilitates submission of correct billing information to NYSIF. The NYSIF E-Billing system uses the NYSIF Provider system to verify the provider information so that payment can be made. If any issues are encountered, e.g. the provider information is not in the NYSIF Provider system, or if the information is incorrect, the associated medical bill will be rejected until such time as the issues are resolved.

Accordingly, the Bidder must confirm that

- Medical providers will be educated and trained to submit bills that adhere to NYSIF requirements.
- Medical providers will be trained to use the vendor interface.
- Vendor will QA/Review submissions of newly registered providers to confirm that all NYSIF requirements are met, prior to actual submission to NYSIF.

In their response, the Bidder must also confirm acceptance of the technical requirements specific to Medical Provider and Vendor Registration, as detailed in Exhibit T, pages 3-5.

**III.1.8.2 Claim Eligibility File**

NYSIF will be providing its E-Billing partner(s) with claim information electronically. NYSIF will create an extract of eligible Claims each business day. This information will include all additions, modifications and deletions that have occurred since the previous transmission.

This Claims Eligibility file is an ASCII Text file. This ASCII text file will be encrypted and transmitted using a secure transmission protocol.

The purpose of the Claim Eligibility process is to ensure that when a Medical Provider submits Medical Bills for an established NYSIF claim, the medical bill is associated with the proper Carrier Case Number (i.e. Claim Number).

In their response, the Bidder must confirm acceptance of the technical requirements specific to the Claim Eligibility process, as detailed in Exhibit T, pages 6-8.

**III.1.8.3 NYSIF Claim Eligibility File Accept/Reject Report**

The purpose of the NYSIF Claim Eligibility File Error Report is to ensure that the Bidder has a standard method to communicate to NYSIF any processing errors that may occur during the processing and loading of the NYSIF Claim Eligibility File.

In their response, the Bidder must confirm acceptance of the technical requirements specific to the Claim Eligibility Accept/Reject Report, as detailed in Exhibit T, pages 9-10.

III. 1.8.4 Medical Bill, Pharmacy Bill, and Attachment File

The purpose of the Medical Bill, Pharmacy Bill and Attachment File process is to ensure that the Bidder electronically submits to NYSIF only those CMS 1450 (UB 04), CMS 1500 (HCFA 1500), WCB C4, WCB C4.1, WCB C4.2, WCB C4.3 and WCB C5 (billing data portion only), bill image and any attachments (commonly narrative medical reports) that are in accordance with the defined NYSIF business rules for electronic medical bill and attachment submission.

The pharmacy bill file should be created and transmitted separately from the file for other medical bills.

It is expected that the Bidder will apply a supplied set of business rules (edits) to any medical bill prior to transmission to NYSIF and will not transmit a bill to NYSIF that has failed one or more of the supplied validation rules.

NYSIF expects a minimum of two Medical Bill and Attachment files each business day. Current volume averages 50 bills per day, 1500 bills per month. Files should be compressed (“zipped”), named in accordance with NYSIF’s .zip file naming conventions, and would include Medical Bill and Attachment file where the bill and associated attachments have been successfully matched to an established NYSIF claim as described in section 3.2. There should be a minimum of one attachment for each bill submitted.

In the event there are no records meeting the above criteria, an empty file should be transmitted.

In their response, the Bidder must:

- Confirm that the system will accept medical bills and their corresponding attachments from a registered medical provider/vendor;
- Confirm that the system will edit these medical bills and their corresponding attachments in accordance with NYSIF business rules;
- Confirm that the system will reject, with reason, any medical bill and corresponding attachment(s) that do not adhere to NYSIF business rules;
- Confirm that the medical provider will be notified within 24 hours in the event of rejection;
- Confirm that images will be created for all CMS 1450 (UB 04), CMS 1500 (HCFA 1500), WCB C4, WCB C4.1, WCB C4.2, WCB C4.3 and WCB C5 from the billing data received.
- Confirm that each medical bill image will be named using a NYSIF defined individual document image naming convention.
- Confirm that there will be one bill image for each submission.
- Confirm that the format of the billing file will be identified, CMS 1450 (UB 04), CMS 1500 (HCFA 1500), WCB C4, WCB C4.1, WCB C4.2, WCB C4.3 and WCB C5 e.g. modified NSF 2.0 format or an alternate fixed length text file;
- Confirm that the system will be monitored for performance;
- Confirm that NYSIF will be notified in the event of a system and/or transmission failure within one hour of discovery.
- Confirm that all file structures and data are validated before delivery to NYSIF.



- Confirm acceptance of the technical requirements specific to the Medical Bill, Pharmacy Bill, and attachments, as detailed in Exhibit T, pages 11-16, and 18-24.

#### III.1.8.5 Billing Accept/Reject Report File

The purpose of the Accept/Reject file is to ensure that NYSIF has a standard method to communicate to their E-Billing vendor any processing errors that may occur during the processing and loading of the Medical Bill and Attachment files.

The selected vendor must monitor the status of rejected bills, working with providers as necessary to correct any erroneous data that would prevent processing.

If no Accept/Reject file is received, the selected vendor must notify NYSIF within 24 hours.

In their response, the Bidder must confirm acceptance of the technical requirements specific to the Medical Bill Accept/Reject File, as detailed in Exhibit T, pages 16 - 17.

### **III.2 IMPLEMENTATION REQUIREMENTS**

The Bidder must respond to the implementation requirements for the E-Billing system outlined in this section. The responses should provide NYSIF with an understanding of the roles and staffing plan for all aspects of this project.

#### III.2.1 Proposed Implementation Team and Plan

##### III.2.1.1 Proposed Implementation Team

- The Bidder must designate an account manager for NYSIF. The account manager must be responsible for maintaining the business relationship. The account manager must be named in the proposal and will serve as the focal point during the negotiation and thereafter, during the term of any resulting contract.
- The Bidder must designate an IT manager for NYSIF. The IT manager must be responsible for maintaining the data processing relationship.

##### III.2.1.2 The Project Implementation Plan

The Bidder must submit a project plan that will be used to create a consistent and coherent management plan for the project. The plan must include sufficient detail to demonstrate that the Bidder's knowledge and approach will:

- Manage the project;
- Guide the project execution;
- Document planning assumptions and decisions;
- Facilitate communication among the stakeholders;
- Define key management review for content, scope and schedule;
- Provide a baseline for progress management and project control.

The Bidder's plan must include the following:

- Description of the project management methodology and approach;
- Scope statement that includes the project objective, deliverables and milestones;
- Work Breakdown Structure (WBS) as a baseline scope document that includes the project elements. The WBS must show a level of detail that demonstrates the Bidder's

understanding of the effort required to do the work. At a minimum, the project elements must include scope definition, requirements gathering, design, development, testing, implementation, and training and transition as applicable;

- Key or required staff and their expected effort;
- High-level subsidiary project management plans to address:
  - Schedule management;
  - Quality management;
  - Staffing management;
  - Communications management;
  - Risk management.
- Bidder's proposed organization chart and management structure;
- Definition of the review processes for each milestone and deliverable and a description of how the parties will conduct communication and status review;
- Description of the issue resolution process;
- Descriptions of the approach describing how the Bidder will manage subcontractors effectively should the Bidder choose to engage subcontractors.

#### III.2.1.3 System Development Life Cycle (SDLC) Overview

The Bidder must indicate its SDLC phases, including the activities, milestones and deliverables associated with each phase. These phases must be consistent with the proposed Software Development Methodology (SDM) in the Bidder's response with regard to effectively plan, organize, control and manage this project. The description may define other activities or deliverables that are not identified in this IFB as project requirements but that the Bidder deems necessary and/or appropriate. If such activities are included, the Bidder must describe them in sufficient detail and explain why the Bidder recommends them. The Bidder must include key activities and details for requirements, design, development, testing, documentation and training, deployment and post-deployment.

#### III.2.1.4 System Requirements Affirmation

The Bidder must confirm that systems analysis techniques will be utilized to affirm the requirements identified for the project.

#### III.2.1.5 Design

The Bidder must clearly identify its proposed design for deliverables; include the design approach, methods, tools and techniques for completing the technical design process. The Bidder must depict the design in sufficient detail in order to allow NYSIF to verify that the design meets the requirements in the IFB.

The Bidder must demonstrate how the design will be represented, such as through written specifications, design diagrams, a system prototype, CASE tool software, etc.

At a minimum, the Bidder's design approach must include the following design phase activities:

- High level;
- Detail;
- Documentation and testing;
- Approval.

### III.2.1.6 Development and Testing

The Bidder must identify the development approach, methods, tools and techniques for the development process. The Bidder must include a description of the testing strategies for unit, system, user acceptance, volume and regression testing.

### III.2.1.7 System Deployment and Post-Deployment

The Bidder must identify the proposed system deployment and post-deployment approach methods, specifically the tools and techniques for:

- Monitoring and maintaining its operation;
- Timely notification of all stakeholders in the event of failure within one hour of discovering failure.
- Recreation of files in case of technical failure (required within twenty-four hours.)

## III.2.2 Project Management

### III.2.2.1 Project Manager

The Bidder must designate a Project Manager (PM). NYSIF requires that the PM take responsibility for providing extensive project management and implementation services for the project. The PM is expected to guarantee the successful, timely completion of those aspects of the project over which he/she has control. The Bidder must identify the PM services to be provided and how the PM will interact with the Account and IT Managers to achieve the overall objective of the successful and timely completion of the project.

### III.2.2.2 Status Reporting

The Bidder will be required to meet regularly with and provide project status to the NYSIF project team. The purpose of these status meetings is to communicate progress, identify problems, recommend courses of action and obtain approval for making changes to the project plan.

In conjunction with the project status meetings, the PM must provide written status reports to NYSIF. Information should be provided using standard MS Office tools such as Word, Excel, Visio, etc. The format of the status report will be provided by NYSIF.

### III.2.2.3 Meeting Documentation

The Bidder is responsible for documenting all meetings, including attendees, topics discussed, decisions recommended or made with follow-up details. Minutes and summaries from all meetings must be provided to the NYSIF project manager within three (3) business days after the meeting.

### III.2.2.4 Project Plan

Upon contract award, the Bidder will be required to meet with the NYSIF project manager to review and refine the project plan submitted with the Bidder's Final Proposal. Further work cannot occur until the NYSIF project manager has approved the revised project plan. Throughout the project, the Bidder is required to maintain a detailed project plan. As the project progresses, the NYSIF project manager and the Bidder's project manager will work together to make any adjustments to the plan.

The Bidder's project plan must include the following detail – activities, sub-activities, tasks, estimated hours of work, resources, schedule start and end dates, dependencies in the relationships of tasks and critical path.

NYSIF reserves the right to modify the proposed plan based on its evaluation of the plan or during the course of the project.

#### III.2.2.5 Communication Plan

A critical component of any project is the communication plan. The plan must incorporate the Bidder's method to ensure that all stakeholders are appropriately informed of the progress throughout the life of the project.

#### III.2.2.6 Change Request

##### III.2.2.6.1 Change Request Recording

Any proposed modifications and/or functional requirements must be recorded regardless of whether or not the modification is actually implemented. Change requests will be submitted to the NYSIF project manager for consideration. The following must be captured – requestor, date of submission, description of change, evaluation date, status, if rejected, the reason for the rejection, implementation date and acceptance date.

##### III.2.2.6.2 Change Request Evaluation

Change request submitted to the NYSIF project managers will be reviewed and, if appropriate, forwarded to the Bidder's project manager for assessment of the effort involved to implement. No work will begin until the change is approved in writing by the NYSIF project manager.

##### III.2.2.6.3 Change Request Implementation and Acceptance

As change requests are developed and implemented, the work involved will be subject to the same test, review and acceptance procedures as the other project deliverables. Changes will not be considered complete until final written acceptance by and sign-off from the NYSIF project manager.

#### III.2.2.7 Risk Management

The Bidder must work with the NYSIF project manager to implement a risk management process that is consistent with the proposed methodology. This will ensure that risks are identified, assessed and prioritized and that mitigation activities and contingency plans are developed to address significant risks. New or outstanding issues will be reviewed at the regularly scheduled status meeting.

#### III.2.2.8 Quality Assurance

The Bidder must implement an effective quality assurance methodology that ensures there is a clear understanding between the software provider and the customer as to the precise requirements and the intended use of the software. The Bidder must close the gap in understanding between their products and services and the needs of the NYSIF so the software quality will be fully agreed upon by both parties early in the process. The Bidder must establish and document quality assurance and quality control procedures to monitor each facet of the project.

III.2.2.9 Deliverables

Upon commencement of the project, NYSIF and the Bidder will develop and agree upon the policies for deliverable review, including timeframes and responsibilities. NYSIF may approve, reject or request revisions to any deliverable.

III.2.2.9.1 Document Deliverables

When a deliverable is a document, it must be submitted in electronic form unless otherwise specified.

III.2.2.9.2 List of Deliverables

The Bidder must propose a comprehensive list of deliverables for the project. This list must include, but is not limited to:

Deliverable	Description
Project Work Plan	
Status Report	
Quality Assurance Plan	
Communication Plan	
Implementation Plan/Schedule	
Post-Implementation Review Plan	
Project Final Report	

III.2.2.9.3 Conditions for Deliverables

Prior to beginning work on any deliverable, the Bidder must submit a detailed outline, format example and descriptions of the deliverable. NYSIF will review and approve the deliverable content and format or provide any requested changes to the Bidder.

The Bidder must:

- Ensure consistency among all deliverables associated with the project and must identify which project team member will be responsible for each deliverable;
- Conduct “walk-through” meeting for team members to review deliverables to ensure accuracy, completeness and to confirm NYSIF’s understanding of the content;
- Understand that all deliverables must be approved by NYSIF before it is considered complete;
- Provide deliverables in NYSIF specified form;
- Prepare a final project report within 2 months of implementation. The report must critique the implementation, the overall effectiveness of the project and any recommendations for follow-up activities.

III.2.3 Software

III.2.3.1 Development

The Bidder must develop all software and modifications to pre-existing software in accordance with design deliverables approved by NYSIF during the design sessions. The Bidder must provide any technical training and involve the NYSIF technical staff in development discussions as needed.

### III.2.3.2 Testing

The Bidder must provide a description of the overall testing strategy and methodology including the use of testing tools, if any. The Bidder must plan, document and execute comprehensive test plans including at a minimum unit, integration, system and other testing for the system components for which they are responsible.

The Bidder must develop and execute test plans that include test scenarios that will not only pass but also fail the NYSIF defined eligibility rules. A comprehensive list of test scenarios will be provided upon vendor selection; for additional detail re NYSIF testing requirements, see section B.2.3.

The Bidder will be responsible for the performance for all tests with the exception of end-to-end user acceptance testing.

### III.2.3.3 End-To-End User Acceptance Testing

The NYSIF team will be responsible for the scheduling and coordinating the execution of end-to-end user acceptance testing. The NYSIF team will identify and document any issues discovered during the end-to-end user acceptance test process. The Bidder will be responsible for evaluating the occurrence, documenting the cause and planned resolution, implementing the resolution, re-presenting the item to NYSIF for acceptance, and documenting the resolution of the issue and the final acceptance by NYSIF.

In support of the end-to-end user acceptance testing, the Bidder must:

- Have a dedicated test environment;
- Use NYSIF claim data to conduct testing;
- Pre edit data to ensure that records that violate NYSIF eligibility rules are not transmitted to NYSIF.

A minimum of three consecutive end-to-end tests must be executed successfully prior to production system implementation.

There will be no more than 5 attempts for the first successful end-to-end test.

### III.2.3.4 Implementation

The Bidder will work with the NYSIF technical staff to develop an implementation strategy that will minimize the risk associated with deploying systems of this size, scope and complexity.

### III.2.3.5 Support Services

The Bidder must allow access to support staff provided by the Bidder. This support staff must be capable of answering questions and mitigating any issues that arise once the system is implemented.

The Bidder must respond to failures within one hour.

### III.2.3.6 System Acceptance

NYSIF will accept the system 60 days after the production implementation provided the system has been error-free in the final 30 days. In the event this level was not attained due to issues for which the Bidder is responsible, NYSIF reserves the right to withhold the system acceptance until the availability level is attained over an additional 30-day period. The Bidder must attach a system acceptance plan with their proposal.

### III.2.3.7 Post Implementation

Throughout the life of this contract, the vendor will proactively monitor the system to ensure the delivery of electronic billing documents, and to maintain the required and expected level of point in time accuracy with respect to bill processing. The vendor must report any technical issue, including but not limited to system failures, to NYSIF within one hour of discovery, and ensure availability of the support staff resources detailed in section 4.2.

**Five incidents of failure to comply with the requirements defined in this document or errors that remain uncorrected for 30 days may be interpreted by NYSIF as a material breach of this contract, as per Exhibit C. See “Termination of Contract (For Cause)”**

## **III.3 TECHNICAL REQUIREMENTS**

### III.3.1 Technical Requirements Overview

The Vendor will be expected to provide error-free electronic billing information in a format and on a schedule consistent with NYSIF’s proprietary systems and business needs. This expectation would include conformity to specified file formats and naming conventions, compliance with standard encryption/decryption methods and transfer protocols, and the flexibility to respond to changes in statutory and other business requirements in a timely manner.

Details of NYSIF’s electronic billing technical requirements can be found in Exhibit T. The Vendor must confirm the ability to comply with these specifications. To demonstrate the ability to meet NYSIF’s technical needs, and to be considered for selection, the Vendor must complete, within a specified time period, three successful full test cycles. While a single failed test cycle or a slight deviation from the timeframe will not exclude a vendor from consideration, multiple failures or large deviation from the timeframe may be deemed cause for exclusion. In the course of this testing, the Vendor shall not manipulate test files at any time. Should test file manipulation be observed, the vendor may be excluded from further consideration.

The vendor must also agree that, upon selection, and once services begin, any subsequent changes made to the vendor’s own system will be preceded by timely notice to NYSIF, and the same three successful full test cycles described above, performed in a non-production environment. As stated elsewhere in this document, the vendor must have a separate test and production environment.

### III.3.2 Technical Requirements Detail

Refer to Exhibit T.

**SECTION IV – CONTRACT PROVISIONS**

**IV.1 CONTRACT PERIOD**

This is anticipated to be a semi-annual recruitment procurement, with all vendors that meet NYSIF's mandatory requirements eligible to participate. A five-year contract covering services requested in the IFB is anticipated.

**IV.2 FEES**

All fees are to be identified in Appendix Z. No implementation fees are permitted, and no fees are to be charged to medical providers for these services. NYSIF reserves the right to not award due to a Bidder's pricing.

**IV.3 PENALTIES**

Notwithstanding any other provisions, NYSIF reserves the right to penalize the contractor including termination of the contract if the contractor fails to live up to any or all of the requirements of this contract.

To gain a measure of assurance that the bidder selected will comply with all of the requirements of this contract, NYSIF reserves the right to invoke penalties including, but not limited to, withholding payment, in whole or in part, at NYSIF's discretion, in any case where a question of non-performance arises.

**IV.3 PERMITS AND COMPLIANCE**

The contractor shall obtain, maintain and pay for all certifications, permits and licenses legally required and shall give all notices, pay all fees and comply with all laws, rules, and regulations applicable to the work at no additional cost. The Contractor must also have all local licenses and certifications to perform the work described in this IFB. Copies of all certifications, licenses, and manufacturer's authorizations must accompany the Contractor's bid.



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**SECTION V – ADMINISTRATIVE**

**V.1 BID FORMAT**

Bids are to be submitted with each numbered item listed below as a separate section. Each proposal must follow the provided format, or the bid may be deemed non-responsive. Appendices do not need to be numbered. Addenda and Technical Publications should be included at the end of the bid.

**A. Title Page and Table of Contents**

The Title Page should identify the IFB for which the proposal is being submitted; the Bidder's name, as well as the name, title, address, telephone number, and email address of the bidder's contact person(s).

Please also include the name, title, address, telephone number, and email address of the person(s) authorized to make representations for the bidder and bind the firm, if other than the contact person identified above.

The Table of Contents should identify each major (numbered) section of the proposal, according to the proposal format.

**B. Bidder Certification**

Each Bidder is required to submit the Bidder Certifications form, found after Section V. of the IFB.

**C. Company Background / Technical Experience**

Provide a background description of the bidder, including, but not limited to, the date the company was organized; and, if a corporation, when and where incorporated.

Include the size and number of staff in the company. Demonstrate any prior experience in performing similar assignments and your staffing capability and competency to complete the work within established deadlines. Include the following information for the bidder and all subcontractors:

1. Name and address of bidder's firm, other affiliates, other locations.
2. Name, title, address and telephone number of primary contact person at bidder.
3. Length of time providing electronic billing services.
4. Other city, state or federal government agencies previously under contract with the bidder for the past five years.
5. Other city, state or federal government agencies currently under contract with the bidder.
6. If requested, bidder must document its ability to service a contract with dollar sales volume similar in scope to this bid through submission of financial statements documenting past sales history. The bidder must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five business days. NYSIF reserves the right to request additional documentation from the bidder and to

request reports on financial stability from independent financial rating services. NYSIF reserves the right to reject any bidder who does not demonstrate financial stability sufficient for the scope of this bid.

## **V.2 REQUIRED APPENDICES AND EXHIBITS**

The following appendices must be completed and returned with your proposal.

- *MacBride Questionnaire, Appendix D*
- *Contractor Responsibility Questionnaire, Appendix E*
- *Bidder Questionnaire, Appendix F*
- *Encouraging Use of NYS Businesses in Contract Performance, Appendix G*
- *Procurement Lobbying Legislation, Appendix H*
- *MWBE and EEO Requirements and Procedures (Forms 101 & 106), Exhibit M*
- *Use of Service-Disabled Veteran-Owned Business Enterprises, Appendix S*
  
- *Fee Schedule, Appendix Z.*

Exhibits A, B and C should be retained by the Bidder for future reference. Do not return to NYSIF as part of the bid submission.

Any other appendices or exhibits referenced in this IFB but not indicated above as being required at time of submission are included for informational purposes only. The awarded contractor(s) will be required to complete these forms prior to contract execution.

## **V.3 BID SUBMISSION AND DELIVERY**

**One (1) exact hard copies of the bid**, including **everything** (forms, text and narrative sections and **all** required attachments) are to be submitted. Submission must also include **one (1) exact electronic copy** (CD/DVD-rom or USB flash drive) of the bid.

The bid and all copies must be submitted in a **sealed** envelope or other container and **MUST** be clearly addressed as follows:

IFB 2016-14-CL, FORMAL BID  
NYSIF – Procurement Unit  
15 Computer Drive West  
Albany, NY 12205-1690

**To be considered**, bids must be received by the date and time indicated in the *IFB Calendar*. Bidders are responsible for seeing that bids are submitted and delivered on time. Consideration will be given only to complete and timely bids. NYSIF is not responsible for delays in the U.S. Postal Service or any other courier or paid priority shipping firm. Faxed/emailed bids will **NOT** be accepted.

## **V.4 NOTIFICATION OF AWARD**

The results of the bid will be posted on the NYSIF procurement page. A contract of work will be offered only upon successful completion of NYSIF's approval process.

## BIDDER CERTIFICATION

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*Please initial where indicated for each item. Failure to complete and return this form will result in your bid being deemed non-responsive.*

### Certifications:

\_\_\_\_\_ The person or persons signing below are duly authorized to sign the proposal and the contract, and is (are) identified on the *Title Page*.

\_\_\_\_\_ Bidder is willing to enter into a contractual agreement containing, at a minimum, those terms and provisions identified in this IFB. *Any exceptions to these terms and conditions must be explicitly stated in a separate section of the proposal.*

\_\_\_\_\_ The Bidder agrees to comply with all terms of Exhibit A, Standard Clauses

\_\_\_\_\_ The Bidder is in compliance with or meets all Bidder Certification Requirements (Exhibit B, #39)

\_\_\_\_\_ The fee(s) quoted in the Fee Proposal Schedule is a firm and irrevocable offer for 180 days.

\_\_\_\_\_ The Bidder meets or exceeds all Mandatory Bidder Qualifications and has provided evidence of such in its bid/proposal.

\_\_\_\_\_ The Bidder understands the work to be done, and is committed to performing the work as expeditiously as possible.

### Freedom of Information Law (FOIL):

Please indicate whether you believe that any of the information supplied herein constitutes a trade secret or that disclosure of the information would cause substantial injury to the Bidder's competitive position and should be exempt from disclosure under the Freedom of Information Law (see Appendix B, clause 15 for additional information):

No

Yes

### Non-collusion:

\_\_\_\_\_ I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm:

- The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
- Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be disclosed prior to bid opening.

## **BIDDER CERTIFICATION**

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- No attempt has been made nor will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid, or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
- My firm has not offered nor entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
- My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
- I have made a diligent inquiry of all members, officers, employees and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Typed Name**

\_\_\_\_\_  
**Company Position**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Date Signed**

**Sworn to before me this**

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
**Notary Public**

**NYSIF EXHIBIT A**

**STANDARD CLAUSES**

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

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**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**4. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**5. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**6. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**7. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the

Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**8. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**9. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**10. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**11. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property



and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**12. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

**13. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**14. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**15. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**16. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**17. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**18. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**19. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwb certification@esd.ny.gov](mailto:mwb certification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**20. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain.

NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**21. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**22. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**23. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**24. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**25. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**NYSIF EXHIBIT B**

**GENERAL SPECIFICATIONS**

**PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE**

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**GENERAL****1. APPLICABILITY**

The terms and conditions set forth in this NYSIF Exhibit B are expressly incorporated in and applicable to the resulting procurement contracts let by NYSIF where incorporated by reference in its Bid Documents. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

**2. GOVERNING LAW**

This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.

**3. ETHICS COMPLIANCE**

All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the Bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

**4. CONFLICT OF TERMS**

Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

- a. **NYSIF Exhibit A** Standard Clauses
- b. **Contract and other writing(s)** setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. Clarifications must be specifically noted in writing as to what was offered by the Contractor and what was accepted by the State. If not, such clarifications shall be considered last in the order of precedence under this paragraph.
- c. **Bid Documents** (Other than Appendix A).
- d. **NYSIF Exhibit B** (General Specifications).
- e. **Contractor's Bid or Proposal**.

**BID SUBMISSION****5. NOTIFICATION TO ALL BIDDERS**

NYSIF is responsible for providing addenda or responding to questions from prospective Bidders. If it is necessary to revise the Bid Documents before the due date for bids, amendments will be posted on NYSIF's website: [www.nysif.com/procurement](http://www.nysif.com/procurement).

By submitting a bid, Bidders are certifying they are qualified to perform the proposed work. Bidders shall have the necessary staff, equipment, compliance, etc. as set forth in the Bid Documents.

**6. INTERNATIONAL BIDDING**

All offers (tenders), and all information and Product required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.

**7. BID OPENING**

Bids may, as applicable, be opened publicly. NYSIF reserves the right at any time to postpone or cancel a scheduled Bid opening.

**8. BID SUBMISSION**

All Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their Bids to the location set forth in the Bid Specifications prior to the stated Bid opening date and time.

In the event that a Bidder fails to provide such information on the return Bid envelope or shipping material, the receiving entity reserves the right to open the shipping package or envelope to determine the proper Bid number or Product group, and the date and time of Bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the Bid or the procurement.

Notwithstanding the receiving agency's right to open a Bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the Bid not being identified, packaged or labeled in accordance with the foregoing requirements.

All Bids must be signed by a person authorized to commit the Bidder to the terms of the Bid Documents and the content of the Bid (offer).

## 9. LATE BIDS

For purposes of Bid openings held and conducted by NYSIF, a Bid must be received in such place as may be designated in the Bid Documents at or before the date and time established in the Bid Specifications for the Bid opening.

Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple awards; and acceptance of the late Bid is in the best interests of NYSIF. Bids submitted for continuous or periodic recruitment contract awards must meet the submission requirements associated with their specifications. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of NYSIF shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations by NYSIF relative to Bid timeliness shall be final.

## 10. BID CONTENTS

Bids must be complete and legible. All Bids must have original signatures. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by NYSIF or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid or Bidder's response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their Bids before submission, as amendments to Bids or requests for withdrawal of Bids received by NYSIF after the time specified for the Bid opening, will not be considered.

## 11. ERRORS AND OMISSIONS

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in Bid Documents, immediately notify one of the Designated Contacts of such error and request the clarification or modification thereof. Notice to NYSIF of any problems described above must be made in writing and received at NYSIF on or before the date and time shown as the final date for Bidder inquiries. Any modifications deemed necessary by NYSIF shall be given by written notice and posted on NYSIF's Procurement website ([www.nysif.com/procurement](http://www.nysif.com/procurement)).

If prior to the final filing date for submission of a bid, a Bidder fails to notify NYSIF of a known error or an error that reasonably should have been known, the Bidder shall assume the risk. If awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its late correction.

## 12. EXTRANEOUS TERMS

Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms that meet all the following requirements may be considered as having been submitted as part of the Bid:

- a. Each proposed extraneous term must be specifically enumerated in the "Comments and Limitations" section of the proposer's bid response; and
- b. The Bidder must identify the particular specification requirement (if any) that Bidder rejects or proposes to modify by inclusion of the extraneous term; and

- c. The Bidder shall enumerate the proposed addition, deletion, counter-offer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed “material,” shall be incorporated into a Contract or Purchase Order unless submitted in accordance with the above and NYSIF expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

### 13. CONFIDENTIAL/TRADE SECRET MATERIALS

Trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as “confidential” or “proprietary” on its face or in the document header or footer shall not be considered by NYSIF to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing at the time of bid submission, setting forth the reasons for the claimed exemption. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or NYSIF hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of NYSIF, or otherwise obtained under the Freedom of Information Act or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take appropriate steps as to its agents, Subcontractors, officers, distributors, resellers or employees regarding the obligations arising under this clause to insure such confidentiality.

### 14. RELEASE OF BID EVALUATION MATERIALS

Requests concerning the evaluation of Bids may be submitted under the Freedom of Information Law. Information, other than statistical or factual tabulations or data such as the Bid Tabulation, shall only be released as required by law after Contract award. Bid Tabulations are not maintained for all procurements. Names of Bidders may be disclosed after Bid opening upon request. Written requests should be directed to [contracts@nysif.com](mailto:contracts@nysif.com).

### 15. FREEDOM OF INFORMATION LAW

During the evaluation process, the content of each Bid will be held in confidence and details of any Bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. If the Bid contains any such trade secret or proprietary information, a written request to NYSIF to not disclose such information must accompany the Bid. Such request must state with particularity the reasons why the information should not be available for disclosure and must be provided at the time of submission of the Bid. Notations in the header, footer or watermark of the Bid Document will not be considered sufficient to constitute a request for non-disclosure of trade secret or proprietary information. Where a Freedom of Information request is made for a trade secret or proprietary information, NYSIF reserves the right to determine upon written notice to the Bidder whether such information qualifies for the exemption for disclosure under the law. Notwithstanding the above, where a Bid tabulation is prepared and Bids publicly opened, such Bid tabulation shall be available upon request.

### 16. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

#### a. “Public Works” and “Building Services” - Definitions

- i. **Public Works** Labor Law Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a “public works” project (distinguished from public “procurement” or “service” contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the Contract. The wage and hours provision applies to any work performed by Contractor or Subcontractors.
- ii. **Building Services** Labor Law Article 9 applies to Contracts for building service work over \$1,500 with a public agency, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or



equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

- b. **Prevailing Wage Rate Applicable to Bid Submissions** A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.
- c. **Wage Rate Payments / Changes During Contract Term** The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.
- d. **Public Posting & Certified Payroll Records** In compliance with Article 8, Section 220 of the New York State Labor Law:
- i. **Posting** The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.
  - ii. **Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.
  - iii. **Submission of Certified Payroll Transcripts for Public Works Contracts Only** Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to NYSIF that has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For Mini-Bid solicitations, the payroll records must be submitted to the entity preparing the agency Mini-Bid project specification. For “agency specific” Bids, the payroll records should be submitted to the entity issuing the purchase order. For all other OGS Centralized Contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and NYSIF, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor provided: 1) the Contractor/Subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the Contractor or Subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to Article 9 of the Labor Law building services contracts.
  - iv. **Records Retention** Contractors and Subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

**Day’s Labor** Eight hours shall constitute a legal day's work for all classes of employees in this state except those engaged in farm and domestic service unless otherwise provided by law.

No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. “Extraordinary emergency” shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary, in the judgment of the NYS Commissioner of Labor, for the preservation of the Contract site or for the protection of the life and limb of the persons using the Contract site.

## 17. TAXES

- a. Unless otherwise specified in the Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.
- b. Purchases made by NYSIF are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by NYSIF or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116 (a) (1) of the Tax Law. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

- c. Pursuant to Revised Tax Law 5-a, Contractor will be required to furnish sales tax certification on its behalf and for its affiliates, and subcontractors for Contracts with a value greater than \$100,000 in accordance with provisions of the law.

## 18. EXPENSES PRIOR TO CONTRACT EXECUTION

NYSIF is not liable for any costs incurred by a Vendor, Bidder or Contractor in the preparation and production of a Bid, Mini-Bid or best-and-final offers or for any work performed prior to Contract execution.

## 19. ADVERTISING RESULTS

The prior written approval of NYSIF is required in order for results of the Bid to be used by the Contractor as part of any commercial advertising. The Contractor shall also obtain the prior written approval of NYSIF relative to the Bid or Contract for press or other media releases.

## 20. PRODUCT REFERENCES

- a. **“Or Equal”** In all Bid Specifications the words “or equal” are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. NYSIF’s decision as to acceptance of the Product as equal shall be final.
- b. **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

## 21. REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS

Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product and unless such use is precluded due to health, welfare, safety requirements or by the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the “Warranties” set forth below.

Items with recycled, recyclable, recovered, refurbished or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

## 22. WARRANTIES

Where Contractor, product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to NYSIF. Contractor hereby warrants and represents:

- a. **Product Performance** Contractor warrants and represents that Products delivered pursuant to this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.
- b. **Title and Ownership Warranty** Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Products transferred to NYSIF under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the NYSIF for any loss, damages or actions arising from a breach of said warranty without limitation.
- c. **Contractor Compliance** Contractor represents and warrants to pay, at its sole expense, for all applicable permits, licenses, tariffs, tolls and fees to give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid/Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for worker’s compensation and disability benefits (form C-105.2 and form DB-120.1, respectively), and shall provide such proof as required by the Commissioner. Failure to do so may constitute grounds for the Commissioner to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner.

- d. **Product Warranty** Unless recycled or recovered materials are available in accordance with the “Recycled or Recovered Materials” clause herein, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer’s recommendations and standard practice.

Contractor further warrants and represents that components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer (“Project warranty period”). During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to NYSIF. Contractor shall extend the Project warranty period for individual component(s), or for the System as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the System requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees (“extended warranty”).

Where Contractor, the Independent Software Vendor (“ISV”), or other third party manufacturer markets any Project Deliverable delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor’s warranty obligations during the project warranty and extended warranty period(s). Where such standard commercial warranty covers all or some of the Project warranty or extended warranty period(s), Contractor shall be responsible for the coordination during the Project warranty or extended warranty period(s) with ISV or other third party manufacturer(s) for warranty repair or replacement of ISV or other third party manufacturer’s Product.

Where Contractor, ISV or other third party manufacturer markets any Project Deliverable with a standard commercial warranty which goes beyond the Project warranty or extended warranty period(s), Contractor shall notify NYSIF and pass through the manufacturer’s standard commercial warranty to NYSIF at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the third party extended warranty after expiration of the Project warranty and extended warranty period(s).

- e. **Replacement Parts Warranty** If during the regular or extended warranty period’s faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor, material and transportation incurred to repair or replace defective Product during the warranty period shall be borne solely by the Contractor, and the State or NYSIF shall in no event be liable or responsible for such costs.

Any part of component replaced by the Contractor under the Contract warranty shall be replaced at no cost to NYSIF and guaranteed for the greater of: a) the warranty period under paragraph (d) above; or b) if a separate warranty for that part or component is generally offered by the manufacturer, the standard commercial warranty period offered by the manufacturer for the individual part or component.

- f. **Virus Warranty** The Contractor represents and warrants that Licensed Software contains no known viruses. Contractor is not responsible for viruses introduced at Licensee’s site.

- g. **Date/Time Warranty** Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor’s business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor’s or Product manufacturer/developer’s stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

- h. **Workmanship Warranty** Contract warrants that all components or deliverables specified and furnished by or through Contractor under the Project Definition/Work Order meet the completion criteria set forth in the Project Definition/Work Order and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.
- i. **Survival of Warranties** All warranties contained in this Contract shall survive the termination of this Contract.

### 23. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS

Bids offering Products that are manufactured or produced in public institutions will be rejected.

### 24. PRICING

- a. **Unit Pricing** If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of NYSIF, such unit pricing is obviously erroneous.
- b. **Net Pricing** Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject to the cash discount.
- c. **“No Charge” Bid** When Bids are requested on a number of Products as a Group or Lot, a Bidder desiring to Bid “no charge” on a Product in the Group or Lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of NYSIF.
- d. **Third Party Financing** If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract Award to agree to the terms and conditions of a “Consent & Acknowledgment Agreement” in a form acceptable to NYSIF.
- e. **Best Pricing Offer** During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of NYSIF, shall be immediately reduced to the lower price.
- f. **Price Decreases** Price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after:
  - i. **GSA Changes**: Where NYS Net Prices are based on an approved GSA Schedule, the date the approved GSA Schedule pricing decreases during the Contract term; or
  - ii. **Commercial Price List Reductions**: Where NYS Net Prices are based on a discount from Contractor’s list prices, the date Contractor lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or

Unless otherwise specified in the Bid Specifications, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order(s) without being in conflict with, or obligation to comply on a global basis, with the terms of this clause.

- g. **Best and Final Prices** As specified in the Bid Documents and Contract, a Contractor may be solicited at the time of issuance of a Purchase Order or Mini-Bid award for best and final pricing for the Product or service to be delivered. Contractors are encouraged to reduce their pricing upon receipt of such request.

### 25. DRAWINGS

- a. **Drawings Submitted With Bid** When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by NYSIF, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.
- b. **Drawings Submitted During the Contract Term** Where required to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Commissioner’s representative.

- c. **Accuracy of Drawings Submitted** All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.

## 26. SITE INSPECTION

Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions for pre-existing deficiencies that may affect the installed Product, equipment, or environment or services to be provided and, which may affect Bidder's ability to properly deliver, install or otherwise provide the required Product/Services. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly complete the delivery and installation of the required Product or provide the requested service.

## 27. SAMPLES

- a. **Standard Samples** Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by NYSIF and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Specifications.
- b. **Bidder Supplied Samples** NYSIF reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.

A sample may be held by NYSIF during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct NYSIF as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

- c. **Enhanced Samples** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, NYSIF may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.
- d. **Conformance with Sample(s)** Submission of a sample (whether or not such sample is tested by, or for, NYSIF) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of NYSIF the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Specifications, NYSIF may reject the Bid. If an award has been made, NYSIF may cancel the Contract at the expense of the Contractor.
- e. **Testing** All samples are subject to tests in the manner and place designated by NYSIF, either prior to or after Contract award. Unless otherwise stated in the Bid Specifications, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.

## **BID EVALUATION**

### 28. BID EVALUATION

NYSIF reserves the right to accept or reject any and all Bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if NYSIF determines the best interests of the State will be served. NYSIF, in its sole discretion, may accept or reject illegible, incomplete or vague Bids and its decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the offer.

### 29. CONDITIONAL BID

Unless the Bid Specifications provides otherwise, a Bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

### **30. CLARIFICATIONS / REVISIONS**

Prior to award, NYSIF reserves the right to seek clarifications from Bidders on the contents of the bid/proposals. Other than to provide such information as may be requested by NYSIF, no Bidder will be allowed to alter its proposal or add new information after the final filing date and time. Failure to provide requested information may result in rejection of the Bid.

### **31. PROMPT PAYMENT DISCOUNTS**

While prompt payment discounts will not be considered in determining the low Bid, NYSIF may consider any prompt payment discount in resolving Bids which are otherwise tied. However, any notation indicating that the price is net, (e.g., net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11-A of the State Finance Law, which are applicable in any case, may render the Bid non-responsive and may be cause for its rejection.

### **32. EQUIVALENT OR IDENTICAL BIDS**

In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of NYSIF to award a Contract to one or more of such Bidders shall be final.

### **33. PERFORMANCE AND RESPONSIBILITY QUALIFICATIONS**

NYSIF reserves the right to investigate or inspect at any time whether or not the Product, services, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Specifications/Contract or as set forth during Contract negotiations. Contractor shall at all times during the Contract term remain responsible and responsive. A Bidder/Contractor must be prepared to present evidence of legal authority to do business in New York State, integrity, experience, ability, prior performance, organizational and financial capacity as well as where applicable, a statement as to supply, plant, machinery and capacity of the manufacturer or source for the production, distribution and servicing of the Product offered/Bid. If NYSIF determines that the conditions and terms of the Bid Documents, Bid Specifications or Contract are not complied with, or that items, services or Product proposed to be furnished do not meet the specified requirements, or that the legal authority, integrity experience, ability, prior performance, organization and financial capacity or facilities are not satisfactory, NYSIF may reject such Bid or terminate the Contract.

### **34. DISQUALIFICATION FOR PAST PERFORMANCE AND FINDINGS OF NON-RESPONSIBILITY**

Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts or is deemed non-responsive.

### **35. QUANTITY CHANGES PRIOR TO AWARD**

NYSIF reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Bid Specifications. In the event such right is exercised, the lowest responsible Bidder meeting Bid Specifications will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

### **36. TIMEFRAME FOR OFFERS**

NYSIF reserves the right to make awards within one hundred eighty (180) days after the date of the Bid opening or such other period of time as set forth in the Bid Documents, during which period, Bids must remain firm and cannot be withdrawn. Pursuant to Section 163(9)(e) of the State Finance Law and Section 2-205 of the Uniform Commercial Code when applicable, where an award is not made within the one hundred eighty (180) day period or other time specified as set forth in the Bid Documents, the Bids shall remain firm until such later time as either a Contract is awarded or the Bidder delivers to NYSIF written notice of the withdrawal of its Bid. Any Bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of NYSIF, be accepted or rejected.

## **ADMINISTRATIVE**

**37. NYSIF PREROGATIVES**

The contract award is subject to the availability of funds. Moreover, NYSIF is not liable for any costs incurred by any firm for work performed to prepare its proposal or for any travel and/or other expenses incurred in the preparation and/or submission of its proposal or with respect to any presentation/interview that may be required by NYSIF. Further, NYSIF is not liable for any costs incurred by the successful Bidder for services performed or costs incurred until the contracting process has been completed and all required approvals obtained.

NYSIF reserves the right to exercise the following:

- a. Withdraw the IFB/RFP at any time, at NYSIF's sole discretion;
- b. Make an award under the IFB/RFP in whole or in part;
- c. Reject any or all bids received in response to the solicitation;
- d. Cancel or limit the scope of the contract for any reason;
- e. To not award a contract;
- f. Seek clarifications and revisions of proposals;
- g. Accept a bid for the contract other than the lowest cost;
- h. Make multiple contract awards pursuant to the solicitation;
- i. Waive any requirements that are not material;
- j. Eliminate mandatory requirements unmet by all Bidders;
- k. Change any of the scheduled dates;
- l. Waive or modify minor irregularities in bids received after prior notification to the Bidder;
- m. Consider modifications to bids at any time before the award is made, if such action is in the best interest of NYSIF;
- n. Amend and modify the specifications after their release and post to NYSIF's procurement website ([www.nysif.com/procurement](http://www.nysif.com/procurement));
- o. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the IFB/RFP;
- p. Reject/disqualify a bid if, in NYSIF's sole opinion, the bid price is determined to be excessive;
- q. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's proposal and/or to determine a Bidder's compliance with the requirements of the solicitation;
- r. Use proposal information obtained through site visits, management interviews and the state's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB/RFP
- s. Review Bidder's records used in determining bid;
- t. Require the Bidder to demonstrate to the satisfaction of NYSIF any feature(s) presented as a part of its bid;
- u. Investigate or make any inquiry into the capabilities of any Bidder to properly perform under any resultant contract;
- v. Make inquiries, at NYSIF's discretion and by means which it may choose, into the Bidder's background or statements made in the bid to determine the truth and accuracy of all statements made therein;
- w. Adjust or correct Bidders' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Bidder;
- x. Request any additional information deemed necessary for proper evaluation of bids;
- y. Adopt as NYSIF property all submitted bids and to use any portions thereafter which are not specifically noted as proprietary by the submitting firms;
- z. Utilize any and all ideas submitted in the proposals received;
- aa. Adopt all or any part of a Bidder's proposal in selecting the optimum configuration;
- bb. In any case where a question of non-performance of a contract arises, payment may be withheld in whole or in part at the

- discretion of NYSIF. Should the amount withheld be finally paid, a cash discount originally offered may be taken by NYSIF as if no delay in payment had occurred;
- cc. Submission of an invoice and payment, or electronic transmission, thereof by NYSIF shall not preclude NYSIF from obtaining reimbursement or demanding a price adjustment in any case where the service delivered is found to deviate from the terms and conditions of the bid and award documents. Any delivery made which does not meet such terms and conditions may be rejected, or accepted on an adjusted price basis as may be determined by NYSIF;
  - dd. Reject an obviously unbalanced bid or to make "NO AWARD" on individual listings or sub-items if individual bid prices are deemed to be unbalanced or excessive or if an error in the solicitation becomes evident. In such case, ranking and evaluation of bids may be made on remaining items. Award would be made on the remaining items. The determination of an unbalanced bid shall be at the sole discretion of NYSIF. Options contained in this paragraph shall also be at NYSIF's sole discretion;
  - ee. Terminate the contract(s) if it deems the price adjustment pursuant to the solicitation or contract is not in the best interests of NYSIF or the State;
  - ff. Implement changes in price based on unforeseen factors such as dramatic changes in availability, delivery, costs, etc., for product, supplies, etc., that substantively affect the contractor's business processes or that may impact contract pricing. Such changes may be based on information from the U.S. Bureau of Labor Statistics, industry data, or other sources;
  - gg. After an unsuccessful attempt to speak with the contact person noted on the reference form, survey another person knowledgeable and familiar with the Bidder from the submitted reference due to time constraints;
  - hh. Review and consider other known clients of the Bidder in addition to those provided, including NYSIF, and to disqualify based on unsatisfactory reports and/or records of services provided;
  - ii. Reject all bids which do not comply with the bid specifications. However, NYSIF may elect to award to the Bidder who receives the highest overall combined evaluation score providing that the Bidder's non-compliance is deemed by NYSIF to be non-material to overall performance of the services;
  - jj. Invalidate a Bidder's scores at any time during the evaluation process if the Bidder's bid is deemed non-responsive or is disqualified;
  - kk. Evaluate, accept and/or reject any and all bids, in whole or in part, and waive technicalities, irregularities and omissions if, in NYSIF's considered judgment, the best interests of NYSIF will be served. Separable portions of offers may also be accepted or rejected. In the event compliant bids are not received, NYSIF reserves the right to consider late or non-conforming bids as offers;
  - ll. Stop the work covered by this solicitation and any contract(s) resulting there from at any time that it is deemed the successful Bidder is unable or incapable of performing the work to NYSIF's satisfaction;
  - mm. Disqualify a Bidder from receiving the award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts;
  - nn. Negotiate with Bidders to serve the best interests of the State and NYSIF;
  - oo. Begin contract negotiations with another Bidder in order to serve the best interests of NYSIF in the event that NYSIF is unsuccessful in negotiating a contract with the selected Bidder;
  - pp. Split the contract between several Bidders;
  - qq. If a contract is not approved by the State Comptroller or the Department of Financial Services, where applicable, or if a contract is awarded but terminated within 120 days, NYSIF reserves the right to contract with the next lowest Bidder (IFB)/next highest ranking offer (RFP);
  - rr. If two or more bids are found to be substantially equivalent, NYSIF, at its sole discretion, will determine award;
  - ss. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 180 days from the bid opening;
  - tt. Accept or reject any of the Bidder's employees assigned to this contract and to require their replacement at any time
  - uu. Consider amendments which are not specifically covered by the terms of the contract but are judged to be in the best interest of NYSIF and/or the State;
  - vv. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of NYSIF;
  - ww. Adjust any Bidder's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Bidder will cause the State to incur additional costs.



**38. NEW YORK STATE PROCUREMENT RIGHTS**

To enable the State to acquire commodities, technology and services at the lowest price or best value from responsible and responsive bids, the State reserves the rights to:

- a. Define requirements to meet Agency needs and to modify, correct and clarify requirements at any time during the process provided the changes are justified and maintain fairness in contracting with the business community;
- b. Accept and/or reject any or all bids, and waive technicalities or portions of the bids in the best interest of the State;
- c. Establish terms and conditions which must be met by all Bidders and/or, where permitted by the solicitation, eliminate mandatory requirements that are not met by any Bidder;
- d. Establish, where permitted by solicitation, conditions under which the scope of the contract can be expanded and criteria for price increases or decreases during the contract period;
- e. Award contracts for any or all parts of the bid solicitation in accordance with the Method of Award;
- f. Consider every bid as firm and not revocable for a period of up to one hundred eighty (180) days from the bid opening or such other period of time specified in the solicitation. Subsequent to such one hundred eighty (180) day or other specified period, a bid may be withdrawn in writing.
- g. Have the option to require a bond or other guarantee of performance, and to approve the amount, form and sufficiency thereof.

**39. BIDDER CERTIFICATION REQUIREMENTS**

Any company submitting a bid in response to this solicitation *must certify in writing* acceptance of the following contract conditions which relate to consideration of the bid:

- a. NYSIF reserves the sole right of judgment and acceptance of a company's written bid.
- b. The submitted bid must remain in effect for one hundred-eighty (180) days from the bidding deadline. However, a non-successful Bidder may withdraw its bid any time after the selection of the successful Bidder, upon written notice to NYSIF. Bidders whose bids have been rejected by NYSIF shall be notified of such rejection.
- c. Compensation shall be paid by the State of New York, in accordance with its standard payment practices.
- d. The Bidder certifies that, if selected, all services described in the bid document can and will be provided.
- e. The successful Bidder agrees to submit an Equal Employment Opportunity Policy Statement and Staffing Plan to NYSIF, upon request, as outlined under Participation of New York State Business Enterprises.
- f. The Bidder warrants that, if selected, it will not delegate, assign, encumber or subcontract, in whole or in part, its agreement and/or its responsibilities under the contract without prior written approval from NYSIF.

For any bid that includes services to be provided by subcontract with a third party, the Bidder will be responsible for the conduct and performance of the third party. NYSIF will consider the Bidder to be the prime contractor and the sole point of contact in regard to any contractual items specified or required in the bid documents.

The Bidder should obtain the consent of the proposed subcontractor and include it in the bid.

- g. The Bidder warrants that all information provided by it in connection with this bid is true and accurate.
- h. The Bidder agrees not to make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any lack of information.
- i. The Bidder warrants that the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor. Unless otherwise required by law, the Bidder certifies that the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the opening, directly or indirectly, to any Bidder or competitor and no attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition. In addition, a Bidder is prohibited from making multiple bids in a different form, e.g., as prime Bidder and as a subcontractor to another prime Bidder.

A Bidder must include a statement in the bid describing all actual or potential relationships which may be considered to be a "conflict of interest." The "conflict of interest" will be taken under consideration by NYSIF's Bid Evaluation Committee. The Committee's determination of a disqualifying "conflict of interest" is final.

- j. The Bidder will conform to all provisions of NYSIF Exhibit A, *Standard Clauses*.

- k. The Bidder agrees that no New York State or local sales tax, transportation tax or Federal excise tax will be charged on any part of this project since NYSIF is an agency of the State of New York and tax exempt by statute.
- l. The Bidder will save and hold harmless NYSIF and its management from all claims, suits, litigation and legal liability from any acts or omissions committed by the Bidder during the course of the contract.
- m. The contractor is an independent contractor of the State and may not hold itself out nor claim to be an officer, employee or subdivision of the State nor may contractor make any claim, demand or application to or for any right based upon any different status.
- n. Contractor represents and warrants that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract, at the contractor's expense. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of NYSIF that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by NYSIF. Failure to comply or failure to provide proof may constitute grounds for NYSIF to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by NYSIF. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law
- o. All contractors and contractor employees must be aware of and comply with the requirements of the New York State Public Officers Law, all other appropriate provisions of New York State Law, and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees, and governing the conduct of employees of firms, associations and corporations in business with the State. In signing the bid, each Bidder has guaranteed knowledge and full compliance with those provisions for this and any other dealings, transactions, sales, contracts, services, offers or relationships involving the State and/or State employees. Failure to comply with those provisions may result in disqualification from the bidding process and in other civil or criminal proceedings as required by law.
- p. If NYSIF impedes or causes any delay in the completion of the Contractor's work, then NYSIF should be notified immediately in writing of the delay and the reason(s) for such delay.
- q. Tax Law 5-a is in effect for all solicitations to purchase issued by covered agencies on or after January 1, 2005. It applies to contracts where (1) the total amount of such persons' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates, subcontractors, or affiliates of subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and (2) the contracts or agreements with state agencies or public authorities for the sale of commodities or services having a value in excess of \$100,000. The law imposes upon certain contractors the obligation to certify whether or not the contract, its affiliates, its subcontractors and affiliates of the subcontractors are required to register to collect state sales and compensating use tax.
- r. Pursuant to State Finance Law Sections 139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between NYSIF and a Bidder during the procurement process. A Bidder is restricted from making contacts from the earliest notice of a solicitation release through final award and approval of the Procurement Contract by NYSIF and, if applicable, Office of the State Comptroller or Department of Financial Services ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law Section 139-j (3)(a). Designated staff, as of the date hereof, is identified in the solicitation document (see INQUIRIES/ISSUING OFFICE/DESIGNATED CONTACT). NYSIF employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award, and in the event there are two findings within a 4 year-period, the Bidder is debarred from obtaining governmental Procurement Contracts.

#### 40. PARTICIPATION OF NYS BUSINESS ENTERPRISES

It is the policy of New York State to maximize the opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as Bidders, subcontractors and suppliers on its procurement contracts.

For all contracts estimated to be \$25,000 or more:

- a. Contractors and subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination and rates of pay or other forms of compensation.

- b. Prior to the award of a State contract, the contractor shall submit an Equal Employment Opportunity Policy Statement to NYSIF within the time frame established by NYSIF.
- c. The contractor's EEO Policy Statement shall contain, but not necessarily be limited to, and the contractor, as a precondition to entering into a valid and binding State contract, shall, during the performance of the State contract, agree to the following:
  - i. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.
  - ii. The contractor shall state in all solicitations or advertisements for employees that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - iii. At the request of NYSIF, the contractor shall request each employment agency, labor union or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- d. Except for construction contracts, prior to award of a State contract, the contractor shall submit to NYSIF a staffing plan of the anticipated work force to be utilized on the State contract or, where required, information on the contractor's total work force, including apprentices, broken down by specified ethnic background, gender and Federal Occupational Categories or other appropriate categories specified by NYSIF. The form of the staffing plan shall be supplied by NYSIF.
- e. After an award of a State contract, the contractor shall submit to the contracting agency a work force utilization report, in a form and manner required by the agency, of the work force actually utilized on the State contract, broken down by specified ethnic background, gender and Federal Occupational Categories or other appropriate categories specified by the contracting agency.

**(Note: The contractor shall include the language of the above provisions in every subcontract in such a manner that the requirements of the provisions will be binding upon each subcontractor as to work in connection with the State contract. This includes the requirement that subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the contractor information on the ethnic background, gender and Federal Occupational Categories of the employees to be utilized on the State contract.)**

#### 41. DEBRIEFING

Any unsuccessful Bidder may request a debriefing by notifying NYSIF in writing within seven (7) business days after receiving notification of the contract non-award. All requests for debriefings shall be emailed to [contracts@nysif.com](mailto:contracts@nysif.com). The debriefing shall be addressed within 30 days of receipt of the written request, or as soon after that time as practicable under the circumstances.

A debriefing will be limited to a review of an unsuccessful Bidder's own submission and the scoring of that submission. An unsuccessful Bidder is not entitled to review the submission of the successful Bidder beyond being informed of the total scoring of the successful Bidder. Generally, NYSIF will provide a written response to debriefing requests, providing the unsuccessful Bidder with the top score, average score, and Bidder's score for each of the major evaluation categories as well as the Bidder's ranking in each.

#### 42. NYSIF'S VENDOR PROTEST PROCEDURE

NYSIF's Vendor Protest Procedure (Protest), which provides vendors with an opportunity to administratively resolve disputes related to NYSIF's procurement decisions, is as follows:

##### a. **Protesting NYSIF's Procurement Decisions**

##### i. **Protest Phases**

###### Solicitation Phase Protest

A prospective proposer, Offeror or Bidder may, during the procurement solicitation phase, protest the content of a Request for Proposal (RFP) or Invitation for Bid (IFB) or any aspect of NYSIF's conduct of the solicitation phase of the procurement.

Such protests must be submitted in writing to NYSIF's Director of Administration, via certified mail or overnight mail service, and must be received by NYSIF no later than 1:00 p.m. on the 7<sup>th</sup> (seventh) business day prior to the date when proposals or bids are due. Solicitation phase protests are to be addressed as follows:

*Director of Administration  
New York State Insurance Fund  
15 Computer Drive West  
Albany, NY 12205  
Attn: Vendor Protest*

#### Post Award Protest

An actual proposer, Offeror or Bidder that has submitted a bid or proposal in response to a solicitation may protest the award of the contract for that solicitation. Such protest must be submitted in writing to NYSIF's Director of Administration, via certified mail or overnight mail service, and must be received by NYSIF no later than 1:00 p.m. on the 10<sup>th</sup> (tenth) business day following: 1) NYSIF's issuance of a Notice of Contract Award or Bid Tab Certification or; 2) NYSIF's issuance of a letter to the Bidder indicating that its proposal was not selected. Post award protests are to be addressed as follows:

*Director of Administration  
New York State Insurance Fund  
15 Computer Drive West  
Albany, NY 12205  
Attn: Vendor Protest*

#### **ii. Protest Contents**

Written protests must contain all the detail necessary for the Director of Administration to evaluate the protester's issue and make a determination. The written protest must, at a minimum, include the following:

- Name and title of person(s) filing the protest;
- Company name and address, telephone and fax numbers, and email address;
- The solicitation title and number;
- A detailed statement of all legal and/or factual grounds for disagreement with a specification or a procurement determination;
- A statement as to the form of relief requested; and
- Copies of all applicable supporting documentation.

#### **b. Protest Determination**

NYSIF's Director of Administration shall make a determination for every solicitation phase and post award protest submitted in accordance with this Procedure. A copy of the decision, stating the reason(s) upon which it is based and informing the protester of the right to appeal an unfavorable decision to the General Attorney of NYSIF, shall be sent to the protester or its agent by regular mail within thirty (30) days of receipt of the protest, except that upon notice to the protester such period may be extended.

NYSIF shall include the protest and all determinations thereon in the Procurement Record relevant to the bid being protested."

#### **c. Appeal Process**

Should the protester be dissatisfied with NYSIF's Director of Administration's determination, the protester may file a written appeal. Such written appeal must be sent via certified mail or overnight mail service and must be received by NYSIF no later than 1:00 p.m. of the 10<sup>th</sup> (tenth) business day following the protester's receipt of the determination. The appeal should be directed to NYSIF's General Attorney at the following address:

*General Attorney  
New York State Insurance Fund  
15 Computer Drive West  
Albany, NY 12205  
Attn: Vendor Protest*

An appeal of the decision shall not include any new facts and information unless requested in writing by the General Attorney.

The final determination on the appeal shall be issued within thirty (30) days of receipt of the appeal, except that upon notice to the protester such period may be extended. The decision of the General Attorney shall be a final and conclusive agency determination.

For contracts requiring approval by the Office of the State Comptroller (OSC), the protester may appeal to OSC directly. See

<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/17.htm> for further information.

**d. Legal Appeals**

Nothing contained in these provisions is intended to limit or impair the rights of any vendor or contractor to seek and pursue remedies of law through the judicial process.

**NYSIF EXHIBIT C**

**CONTRACT PROVISIONS**

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## 1. CONTRACT DOCUMENTS

The contract documents consist of the contract agreement, proposal, bid document specifications, addenda issued prior to receipt of bids, and all subsequent modifications and changes issued pursuant to the bid documents.

The contract represents the agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral, including the bidding documents which may have resulted from the Bid Documents.

The contract may be revised, modified and/or amended by mutual written consent of both parties and where applicable the approval of the NYS Attorney General (AG), Office of the State Comptroller (OSC) or the Department of Financial Services (DFS). The contract is made in accordance with the laws of New York State.

## 2. TERM

In addition to any stated renewal periods in the Contract, any Contract or unit portion thereof let by NYSIF may be extended by NYSIF for an additional period(s) of up to one year with the written concurrence of the Contractor and, where required, OSC or DFS approval. Such extension may be exercised on a month to month basis or in other stated periods of time during the one year extension.

## 3. TERMINATION OF CONTRACT

- a. **For Cause:** For a material breach that remains uncured for more than thirty (30) days or other specified period after written notice to the Contractor, the Contract may be terminated by NYSIF at the Contractor's expense where Contractor becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination that Contractor is non-responsible. Such termination shall be upon written notice to the Contractor. In such event, NYSIF may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach. NYSIF shall have the right to award a new contract to a third party. In the event of termination for cause, NYSIF shall seek recovery damage incurred by NYSIF and the reasonable re-procurement costs associated in reassigning the contract.
- b. **For Convenience:** This Contract may be terminated at any time by NYSIF for convenience upon sixty (60) days written notice or other specified period without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, NYSIF shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and provide any outstanding deliverables.
- c. **For Non-Responsibility:** Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSIF officials or staff, the contract may be terminated by NYSIF at the Contractor's expense where the Contractor is determined by NYSIF to be non-responsible. In such event, NYSIF may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.
- d. **For Violation of the Sections 139-j and 139-k of the State Finance Law:** NYSIF reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, NYSIF may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.
- e. **For Violation of Revised Tax Law 5a:** NYSIF reserves the right to terminate the contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, NYSIF may exercise its termination right by providing written notification to the Contractor.

## 4. SUSPENSION OF WORK

- a. **For Convenience:** NYSIF may order the contractor in writing to suspend performance of all or any part of the work for a reasonable period of time, not to exceed thirty (30) days, as determined by NYSIF.

Upon receipt of a suspension order, the contractor shall, as soon as practicable, cease performance of the work as ordered.

The contractor specifically agrees that a suspension, interruption or delay of the performance of the work pursuant to this proposal shall not increase the cost of performance of the work of this contract.

- b. **For Non-Responsibility:** NYSIF, in its sole discretion, reserves the right to suspend any or all activities under this contract, at any time, when NYSIF discovers information that calls into questions the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of



such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as NYSIF issues a written notice authorizing a resumption of performance under the contract.

## 5. **VENDOR RESPONSIBILITY**

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

## 6. **SAVINGS/FORCE MAJEURE**

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or NYSIF in the performance of the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented. Contractor shall provide NYSIF with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor NYSIF shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and NYSIF to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of NYSIF where the delay or failure will significantly impair the value of the Contract to the State, NYSIF may:

- a. Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to NYSIF with respect to Product subjected to allocation; and/or
- b. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to NYSIF; or
- c. Terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, NYSIF reserves the right, in its sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss.

## 7. **DISASTER RECOVERY PLAN**

### A. Disaster Recovery Plan

Contractor shall develop and deliver, upon request, to NYSIF on or before a date as reasonably determined by NYSIF, and at no additional cost to NYSIF, a Disaster Recovery Plan for the services which is acceptable to NYSIF and all appropriate regulatory organizations having jurisdiction over Contractor. The Disaster Recovery Plan, which will apply specifically and exclusively to the services under this Agreement, shall provide a description of the Plan Assumptions, Recovery Strategy, Disaster Declaration, Plan Notification and Activation, and Recovery Resources. Contractor shall make available at its premises its Master Disaster Recovery Plan applicable to all of its operations for review by NYSIF. NYSIF's approval of the disaster Recovery Plan shall not be unreasonably withheld. Review and acceptance of any Disaster Recovery Plan as may be required by any such regulatory organization shall be the responsibility of Contractor. The Disaster Recovery Plan shall provide, at a minimum, for Contractor to provide alternate electrical power for uninterrupted service. The Disaster Recovery Plan shall also designate one or more facilities (each a "Disaster Recovery Site") or separate computer resources to which Contractor shall move the Services (or affected portion of such services) upon the declaration of a Disaster requiring such a relocation (including a Disaster at a Disaster Recovery Site). Each Disaster Recovery Site must be appropriately equipped with data processing equipment which the parties reasonably believe should be sufficient to provide the Services in compliance with Attachment A. The Disaster Recovery Plan must also specify all procedures for the determination or declaration of a Disaster, which determination or declaration may not be unreasonably withheld or delayed by either party.

**B. Access to Disaster Recovery Plans**

1. Contractor shall make available to NYSIF any reports or findings of any regulatory agency dealing with Contractor's disaster recovery capabilities to provide services hereunder, unless it is prohibited from making such disclosure by law or by any such agency, together with any reports of its independent auditors relating to such plans. Contractor shall also make available to NYSIF results of any tests of Contractor's disaster recovery facilities conducted by Contractor or any third party with respect to the services provided under the Agreement. Contractor shall provide an annual briefing to NYSIF related to its disaster recovery strategy.
2. NYSIF acknowledges that Contractor's Master Disaster Recovery Plan providing disaster recovery for these services contains highly sensitive and confidential business information. It is understood and agreed that NYSIF may examine and approve the Master Disaster Recovery Plan; however, such examination shall be limited to that portion of the plan(s) which relates to the providing of services under this Agreement. Contractor may in its discretion limit NYSIF's review of its Master Disaster Recovery Plan(s) to a review of a copy maintained at Contractor's Capital Region office and not permit any copies to be made.

**C. Disaster Event Notification**

Contractor shall no later than twenty-four (24) hours after the occurrence of an event requiring activation of the Disaster Recovery Plan inform NYSIF that the plan has been activated. At that time, Contractor shall provide NYSIF with a description of the nature and extent of the disaster, an assessment of the impact on all services provided pursuant to this Agreement and a description of the specific recovery actions with their associated timeframes that have been or will be taken as part of the plan. Contractor will provide appropriate periodic updates of the recovery process as required by NYSIF.

**8. PRODUCT DELIVERY**

Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract. Unless otherwise specified in the Bid Documents, delivery shall be made within thirty calendar days after receipt of a Purchase Order by the Contractor. The decision of NYSIF as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify NYSIF and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by NYSIF. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in NYSIF's discretion, the Contract.

**9. WEEKEND AND HOLIDAY DELIVERY**

Unless otherwise specified in the Bid Specifications, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance, in which event the convenience of NYSIF shall govern.

**10. SHIPPING / RECEIPT OF PRODUCT**

- a. **Packaging** Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of NYSIF User unless otherwise specified in the Contract documents.
- b. **Shipping Charges** Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be freight on board (FOB) destination tailgate delivery at the dock. Contractor shall be responsible for ensuring that the Bill of Lading states "charges prepaid" for all shipments.
- c. **Receipt of Product** The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of NYSIF. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

**11. PRODUCT SUBSTITUTION**

In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure Clause) a Product deemed in writing by NYSIF to be equal to

or better than the specified Product must be substituted by the Contractor at no additional cost or expense to NYSIF. Unless otherwise specified, any substitution of Product prior to NYSIF's written approval may be cause for cancellation of Contract.

## **12. REJECTED PRODUCT**

When Product is rejected, it must be removed by the Contractor from the premises of NYSIF within ten calendar days of notification of rejection by NYSIF. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and NYSIF shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse NYSIF for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar day period.

## **13. INSPECTION AND ACCEPTANCE OF THE WORK**

NYSIF will, from time-to-time, inspect the products being provided and/or the services being performed under the terms of the contract.

All products/work shall be subject to the approval of NYSIF. In the event that any of the products provided/work performed are not acceptable to NYSIF in its sole judgment, the contractor shall replace the product/correct that work in an expeditious manner at no additional cost to NYSIF.

The contractor shall, without charge, promptly correct any problems NYSIF finds do not conform to the contract documents, unless in the public interest NYSIF consents to accept such product or work with an appropriate adjustment to the contract price.

If the contractor does not promptly correct rejected product/work, NYSIF may replace such product/correct such work and charge the cost thereof to the contractor, or terminate the contract in accordance with the Agreement.

## **14. TITLE AND RISK OF LOSS**

Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to NYSIF until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications or Purchase Order. Mere acknowledgment by NYSIF personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Bid Specifications or Contract terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by NYSIF.

## **15. EMERGENCY CONTRACTS**

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or NYSIF determines pursuant to its authority under Section 163 (10) (b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of Product, NYSIF reserves the right to obtain such Product from any source, including but not limited to this Contract(s), if NYSIF in its sole discretion determines it will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for Product procured from other sources pursuant to this paragraph. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

## **16. ASSIGNMENT**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract without the prior written consent of NYSIF. Failure to obtain consent to assignment from NYSIF shall revoke and annul such Contract. Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignment(s) with NYSIF. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request to assignment to NYSIF and seek written agreement from NYSIF. The assignment agreement may be subject to the approval of AG and OSC or DFS. NYSIF reserves the right to reject any proposed assignee at its discretion.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes NYSIF responsibilities for the Contract.

**17. ASSIGNMENT OF CLAIM**

Contractor hereby assigns to the State any and all claims for overcharges associated with this Contract which may arise under the antitrust laws of the United States, 15 USC Section 1, et. seq. and the antitrust laws of the State of New York, General Business Law Section 340, et. seq.

**18. RIGHT TO AUDIT**

Contractor shall maintain accurate records and accounts of services performed and money expended under this agreement and shall furnish or make available such supplemental accounts, records or other information as are required to substantiate any estimate, expenditures or report as required by NYSIF (or its designee), or as may be necessary for auditing purposes or to verify that expenditures were made only for the purpose authorized by this agreement and consistent with all requirements as stated in the Request for Proposal. Such records and accounts and all supportive documentation shall be kept for at least six (6) years subsequent to dates of final payment hereunder, or until a final audit has been made by NYSIF (or its designee).

In case all or a part of such records are not made available for audit purposes, Contractor agrees that any cost items claimed but not supported by such records shall be disallowed, or if payment has already been made, Contractor shall, upon written demand of NYSIF, refund to NYSIF the amount disallowed.

SAS 70 Reports:

If Contractor utilizes a Statement on Audit Standards No. 70 (SAS 70), or a Statement on Standards for Attestation Engagements (SSAE) No. 16, as developed by the American Institute of Certified Public Accountants (AICPA), within the past twenty-four months prior to the Agreement, Contractor shall provide NYSIF with a copy of Contractor's Service Auditor's Report(s) for either Type I or Type II (Reports), or Service Organization Control (SOC) Report types 1, 2, or 3, on an annual basis. Such Report(s) shall be used for information purposes only. NYSIF reserves the right to request a copy of the Report(s) during the Agreement duration (including option periods). Production of Contractor SAS 70 Report(s), or SOC Reports shall not take the place of NYSIF's right under the Agreement to independently audit Contractor.

**19. POLICY COMPLIANCE**

Contractor warrants, covenants and represents that it will comply fully with all policies and procedures of NYSIF in performance of the Contract including but not limited to security, physical, facility, documentary and cyber security rules, policies, procedures and protocols.

**20. SUBCONTRACTORS / SUPPLIERS**

NYSIF reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, which may include, but are not limited to: they are on the Department of Labor's list of companies with which New York State cannot do business; NYSIF determines that the company is not qualified; NYSIF determines that the company is not responsible; the company has previously provided unsatisfactory work or services; the company failed to solicit minority and women's business enterprises (MWBE) Bidders as required by prior Contracts.

**21. CONTRACT BILLINGS**

Contractor shall provide complete and accurate billing invoices to NYSIF in order to receive payment. Invoices must contain all information required by the Contract. All invoices must be sent to:

[NYSIFAPVNDRINV@nysif.com](mailto:NYSIFAPVNDRINV@nysif.com)

Submission of an invoice and payment thereof shall not preclude NYSIF from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Payments for invoices submitted by the Contractor shall be rendered electronically. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with NYSIF's procedures to authorize electronic payments. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with NYSIF's electronic payment procedures. NYSIF's policy and the authorization form may be found on NYSIF's website at [www.nysif.com/procurement](http://www.nysif.com/procurement).

Contractor shall provide, upon request of NYSIF, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by NYSIF and in a media commercially available from the Contractor. NYSIF may direct the Contractor to provide the information to the State Comptroller (OSC).

**22. REMEDIES FOR BREACH**

It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

- a. **Cover/Substitute Performance** In the event of Contractor's material breach, NYSIF may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If NYSIF is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, NYSIF may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may, in the discretion of NYSIF, be deducted from the Contract quantity and payments due to Contractor.

- b. **Withhold Payment** In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of NYSIF. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.
- c. **Bankruptcy** In the event that the Contractor files a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, NYSIF may, at its discretion, make application to exercise its right to set-off against monies due the Debtor or, under the Doctrine of Recoupment, credit NYSIF the amounts owed by the Contractor arising out of the same transactions.
- d. **Reimbursement of Costs Incurred** The Contractor agrees to reimburse NYSIF promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by NYSIF in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, NYSIF may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to NYSIF promptly by the Contractor or deducted by NYSIF from payments due or to become due the Contractor on the same or another transaction.

- e. **Deduction/Credit** Sums due as a result of these remedies may be deducted or offset by NYSIF from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to NYSIF the amount of such claim or portion of the claim still outstanding, on demand. NYSIF reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the Contract.

**23. INSTALLATION**

Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the appearance of the Product or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site. Work shall be performed to cause the least inconvenience to NYSIF and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

**24. PRODUCT ACCEPTANCE – HARDWARE AND SOFTWARE**

Unless otherwise provided by mutual agreement, NYSIF shall have thirty (30) days from the date of delivery to accept hardware products and sixty (60) days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Unless otherwise provided by mutual agreement, NYSIF shall have the option to run testing on the Product prior to acceptance. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions by NYSIF's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability Clause for any liability for costs incurred at the direction or recommendation of Contractor.

Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by NYSIF as of the expiration of that period.

**25. TOXIC SUBSTANCES**

Each Contractor furnishing a toxic substance as defined by Section 875 of the Labor Law, shall provide NYSIF with not less than two copies of a material safety data sheet, which shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by NYSIF's agency representative.

**26. COOPERATION WITH THIRD PARTIES**

The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of NYSIF, as necessary to ensure delivery of Product or coordination of performance of services

**27. INDEPENDENT CONTRACTOR**

It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent Contractor, and in no manner shall they be deemed employees of NYSIF, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this Contract, to maintain at Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide NYSIF with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

**28. EMPLOYEES, SUBCONTRACTORS AND AGENTS**

All employees, Subcontractors or agents performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical and training qualifications set forth in the Bid Specifications or the Bid Documents, whichever is more restrictive, and must comply with all security and administrative requirements of NYSIF. NYSIF reserves the right to conduct a security background check or otherwise approve any employee, Subcontractor or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on, including but not limited to, professional, technical or training qualifications, quality of work or change in security status or non-compliance with NYSIF's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. NYSIF reserves the right to reject and/or bar from the facility for cause any employee, Subcontractor, or agents of the Contractor.

**29. OWNERSHIP OF DOCUMENTS**

All drawings, specifications, computations, sketches, test data, survey results, reports and other documents including models, photographs, renderings and other material prepared for or relating to the project, including any material furnished by NYSIF are the property of NYSIF.

**30. INFORMATION SECURITY CLAUSE**

In the event of a Breach of Security as defined in NY CLS Gen Bus §899-aa and NY CLS State Technology Law §208, or otherwise, involving NYSIF supplied Personal Information or Private Information from systems owned, operated, sub-contracted or otherwise routed through Contractor's systems or networks, Offeror shall notify NYSIF immediately, without unreasonable delay, pursuant to the NOTICE provision of this Agreement. "Breach of Security" shall mean the unauthorized acquisition or acquisition without valid authorization of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by a business. "Personal Information" shall mean any information concerning a person which, because of name, number, mark or other identifier, can be used to identify such person. "Private Information" shall mean personal information in combination with any one or more of the following data elements, when either the personal information or the data information or the data element is not encrypted or encrypted with an encryption key that has also been acquired: (i) social security number; (ii) driver's license number or non-driver identification cards number; or (iii) account number, credit or debit card number, in combination with any required security code, access code, or password which would permit access to an individual's financial account. Additionally, Offeror undertakes to, solely at its own cost and expense, provide any requisite notices that either Contractor or NYSIF would have to provide pursuant to NY CLS Gen Bus §899-aa and NY CLS State Technology Law §208, or any other applicable statute, both on behalf of Contractor and on behalf of NYSIF. Offeror's notification shall include but not be limited to a description of the categories of information that were, or are reasonably believed, to have been acquired by a person without valid authorization, including specification of which of the elements of personal

information and private information were, or are reasonably believed to have been, so acquired, or as otherwise provided for by applicable law.

### 31. CONFIDENTIALITY CLAUSE

NYSIF Confidential Information includes but is not limited to: (i) the meaning ascribed to “*Nonpublic Personal Information*” in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“*GLBA*”), as it relates to NYSIF’s consumers, (ii) “*Protected Health Information (PHI)*” as such term is defined in the Health Insurance Portability and Accountability Act of 1996, or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“*HIPAA*”) and (iii) any personally identifiable information protected under any other applicable state or federal statute, rule or regulation.

All material made available to the contractor or its staff will remain the property of NYSIF. In addition, the contractor, subcontractor and staff shall maintain the confidentiality of all material, including the identity of any parties and content of any material to which they are exposed or have access. All improvements to applications and processes developed at NYSIF’s expense and within the scope of the services provided to NYSIF shall be the sole and exclusive property of NYSIF.

The contractor will not divulge, disclose or furnish to any other party the information or processes utilized at NYSIF, disclosed to the contractor or developed by the contractor or another during the course of the project unless such information is in the public domain.

The contractor will advise NYSIF if it is engaged in a project for any other insurance company, or subsidiary, that has a Workers’ Compensation or Disability Benefits product line.

Any request for information from third parties shall be reported to NYSIF in writing within 24 hours. News releases pertaining to this project will not be made without prior NYSIF approval.

### 32. INDEMNIFICATION

Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and save harmless NYSIF from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property and intellectual property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of NYSIF.

### 33. INDEMNIFICATION RELATING TO THIRD PARTY RIGHTS

The Contractor will also indemnify and hold NYSIF harmless from and against any and all damages, expenses (including reasonable attorneys’ fees), claims, judgments, liabilities and costs that may be finally assessed against NYSIF in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from NYSIF’s gross negligence or willful misconduct, provided that the State shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor’s sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor.

If usage shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for NYSIF the right to continue Usage (ii) to modify the service or Product so that Usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace said service or Product or part(s) thereof, as applicable, with non-infringing service or Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided NYSIF is given a refund for any amounts paid for the period during which Usage was not feasible.

### 34. LIMITATION OF LIABILITY

Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:

- a. Contractor’s liability for any claim, loss or liability arising out of, or connected with the Products and services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the contract, or (ii) one million dollars (\$1,000,000), whichever is greater.

- b. NYSIF may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against NYSIF unless Contractor at the time of the presentation of claim shall demonstrate to the NYSIF's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.
- c. Notwithstanding the above, neither the Contractor nor NYSIF shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by NYSIF, the Contractor, or by others

### 35. NON-SOLICITATION

The Contractor shall contact NYSIF employees, including employees designated by NYSIF to receive marketing material and negotiate contracts only in connection with the transaction of business set forth herein. The Contractor shall be cognizant of sections 73 and 74 of the NYS Public Officers Law, which govern the conduct of the state employees, and sections 139-j and 139-k of the NYS Finance Law which governs the conduct of the state employees and their relations with outside parties.

The Contractor shall not contact or solicit NYSIF employees in connection with any contests, lotteries, challenges, or competitions, whether or not prizes, awards, gifts, remuneration or items of value are awarded. The Contractor shall neither solicit nor market directly to any NYSIF employees in their individual capacities. If the Contractor maintains identifiable records of NYSIF employees in connection with its performance hereunder, such records shall not be commercially exploit its relationship with NYSIF nor use NYSIF, its name, trademarks or logo for any advertising, marketing or other commercial purpose without prior written approval. This clause shall survive termination of any awarded contract.

### 36. CONTRACTOR CONSULTANT LAW

Effective June 19, 2006, Chapter 10 of the Laws of 2006 amended the Civil Service and State Finance Laws, relative to maintaining certain information on contract employees working under State agency service and consulting contracts. State agency consultant contracts are defined as "contracts entered into by a state agency for *analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services*". The amendments require that certain contract employee information be provided to the state agency awarding such contracts, the Office of the State Comptroller (OSC), the Division of the Budget (DOB) and the Department of Civil Service (CS).

To meet these new requirements, the awarded contractor agrees to complete Form A - Contractor's Planned Employment Form, and Form B – Contractor's Annual Employment Report.

For more information on this requirement, please see the NYS Office of the State Comptroller's [Guide to Financial Operations Section XI.18.C Consultant Disclosure Legislation](#).

### 37. INSURANCE

Prior to the commencement of the work, Contractor shall file with NYSIF Certificates of Insurance evidencing compliance with all requirements contained in the Bid Documents. Acceptance and/or approval by NYSIF do not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under this Agreement.

Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

### 38. PERFORMANCE / BID BOND

NYSIF reserves the right to require a Bidder or Contractor to furnish without additional cost, a performance, payment or Bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by NYSIF

### 39. NOTICE

Any communications between NYSIF and Contractor and notices provided herein, to be given or made, shall be in writing and shall be transmitted either by:

- a. certified or registered United States mail, return receipt requested
- b. facsimile transmission
- c. personal delivery



- d. expedited delivery service
- e. e-mail

Such notices shall be addressed to:

New York State Insurance Fund  
 Procurement Unit  
 15 Computer Drive West  
 Albany, New York 12205  
 Email: [contracts@nysif.com](mailto:contracts@nysif.com)  
 Fax: 518-437-4209

or to such addressee as may be hereafter designated by notice.

Any such notice shall be deemed to have been given either at the time of personal delivery, or in the case of expedited delivery service or certified or registered US mail, as of the date of the first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for the purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

**40. MODIFICATIONS TO THE AGREEMENT**

This Agreement may not be modified, renewed or discharged, except as herein specifically provided, or by an agreement in writing signed by both parties and, if applicable, approved by the Office of the State Comptroller or Department of Financial Services.

During the term of the contract, the contract may be amended as changes occur within the industry. NYSIF reserves the right to consider amendments which are not specifically covered by the terms of the contract but are judged to be in the best interest of NYSIF and the State. Examples of amendments may include but are not limited to new job titles under the Department of Labor Prevailing Wages, new categories of expertise, ancillary job classifications, on-going services, etc. NYSIF or the contractor may suggest changes. If the contractor offers new job titles or services, these services may be made available under this contract and may be offered at maximum not to exceed prices. It shall be the contractor's responsibility to submit to NYSIF service changes for consideration for contract amendment. These changes, if approved, shall take effect upon written notification by NYSIF and may be subject to approval by the Office of the State Comptroller or Department of Financial Services

**41. SEVERABILITY**

In the event that any provision of this Agreement shall be considered void, voidable, illegal or invalid for any reason, such provision shall be of no force and effect only to the extent that it is so declared void, voidable, illegal or invalid. All of the provisions of this Agreement not specifically found to be so deficient shall remain in full force and effect.

**42. CHOICE OF LAW: VENUE**

This Agreement shall be governed by and construed under the laws of the State of New York, without giving effect to the choice of law or conflict of law provisions thereof.

**43. COUNTERPARTS / SIGNATURES**

This Agreement may be executed in counterparts, each of which when so executed will be deemed to be an original. Such counterparts together will constitute one agreement.

## **EXHIBIT M**

### **CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN**

#### **NEW YORK STATE LAW**

Pursuant to New York State Executive Law Article 15-A, New York State Insurance Fund (“NYSIF”) recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of NYSIF contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (“Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that NYSIF establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

#### **Business Participation Opportunities for MWBEs**

For purposes of this solicitation, NYSIF hereby establishes an overall goal of 30% for MWBE participation, 18% for Minority-Owned Business Enterprises (“MBE”) participation and 12% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that NYSIF may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

For guidance on how NYSIF will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

## EXHIBIT M

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and NYSIF may withhold payment from the Contractor as liquidated damages.

Making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward MWBE utilization.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder on the Contract (“Bidder”) agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Bidders are required to submit a MWBE Utilization Plan on Form # 103 with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to NYSIF.
- B. NYSIF will review the submitted MWBE Utilization Plan and advise the Bidder of NYSIF acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to NYSIF, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by NYSIF to be inadequate, NYSIF shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form # 104. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. NYSIF may disqualify a Bidder as being non-responsive under the following circumstances:
  - a) If a Bidder fails to submit a MWBE Utilization Plan;
  - b) If a Bidder fails to submit a written remedy to a notice of deficiency;
  - c) If a Bidder fails to submit a request for waiver; or
  - d) If NYSIF determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time

## EXHIBIT M

during the term of the Contract to NYSIF, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report on Form #105 to NYSIF, by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

### **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Exhibit A including Clause 11 - Equal Employment Opportunities for Minorities and Women. . The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a Staffing Plan (Form #101) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to NYSIF, a Workforce Utilization Plan (Form # 102) identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.**

**STAFFING PLAN**

**Submit with Bid or Proposal – Instructions on page 2**

<b>Solicitation No.:</b>	<b>Reporting Entity:</b>	<b>Report includes Contractor's/Subcontractor's:</b> <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
<b>Offeror's Name:</b>		<input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor <b>Subcontractor's name</b> _____
<b>Offeror's Address:</b>		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)		Veteran (M) (F)	
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

<b>PREPARED BY (Signature):</b>	<b>TELEPHONE NO.:</b>	<b>DATE:</b>
	<b>EMAIL ADDRESS:</b>	
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>		<b>Submit completed with bid or proposal</b>

## Form 101-Instructions

**General instructions:** All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (M/WBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

### Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the OM/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

### RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

### OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

## WORK FORCE EMPLOYMENT UTILIZATION

<b>Contract No.:</b>	<b>Reporting Entity:</b> <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	<b>Reporting Period:</b> <input type="checkbox"/> January 1, 20__ - March 31, 20__ <input type="checkbox"/> April 1, 20__ - June 30, 20__ <input type="checkbox"/> July 1, 20__ - September 30, 20__ <input type="checkbox"/> October 1, 20__ - December 31, 20__
<b>Contractor's Name:</b>		<b>Report includes:</b> <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
<b>Contractor's Address:</b>		

Enter the total number of employees in each classification in each of the EEO-Job Categories identified.

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification								Disabled		Veteran			
		Male (M)	Female (F)	White		Black		Hispanic		Asian		Native American		(M)	(F)	(M)	(F)
				(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)				
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

<b>PREPARED</b>	<b>BY</b>	<b>(Signature):</b>	<b>TELEPHONE NO.:</b>	<b>DATE:</b>
			<b>EMAIL ADDRESS:</b>	
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>			<b>Submit completed form to:</b>	
			<b>NYS (add Agency name)</b>	

## Form 102-Instructions

**General Instructions:** The work force utilization (M/WBE 102) is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total work force, the contractor and/or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total work force, information on the total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to the M/WBE Program Management Unit within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

### Instructions for completing:

9. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
10. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
11. Check off the box that corresponds to the reporting period for this report.
12. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
13. Enter the total work force by EEO job category.
14. Break down the total work force by gender and enter under the heading 'Work force by Gender'
15. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Program Management Unit at (518) 474-5513 if you have any questions.
16. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
17. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

### RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
  - **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
  - **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
  - **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
  - **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.
- OTHER CATEGORIES**
- **DISABLED INDIVIDUAL** any person who:
    - has a physical or mental impairment that substantially limits one or more major life activity(ies)
    - has a record of such an impairment; or
    - is regarded as having such an impairment.
  - **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
  - **GENDER** Male or Female



Form 106

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL  
EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, \_\_\_\_\_, the (awardee/contractor)\_\_\_\_\_ agree to adopt the following policies with respect to the project being developed or services rendered at \_\_\_\_\_

**M/WBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO**

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

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

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

**Form 106**

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

By \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ is designated as the Minority Business Enterprise Liaison  
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

\_\_\_\_\_30% Minority and Women’s Business Enterprise Participation

\_\_\_\_\_ % Minority Business Enterprise Participation

\_\_\_\_\_ % Women’s Business Enterprise Participation

**EEO Contract Goals**

\_\_\_\_\_ % Minority Labor Force Participation

\_\_\_\_\_ % Female Labor Force Participation

\_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX D

**MacBRIDE QUESTIONNAIRE**

**YOU ARE REQUIRED TO ANSWER THE QUESTIONS BELOW IN ORDER TO BE CONSIDERED FOR SELECTION IN THE AWARD OF A CONTRACT WITH AN AGENCY OF THE STATE OF NEW YORK:**

“NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:  
MacBRIDE FAIR EMPLOYMENT PRINCIPLES”

In accordance with Chapter 807 of the Laws of 1992, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either:

(Answer YES or NO to one or both of the following, as applicable:)

(1) have business operations in Northern Ireland:

YES

NO

If yes,

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

YES

NO

This questionnaire should be signed by a person authorized to enter into contracts on behalf of the bidder.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Typed Name**

\_\_\_\_\_  
**Company Position**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Date Signed**

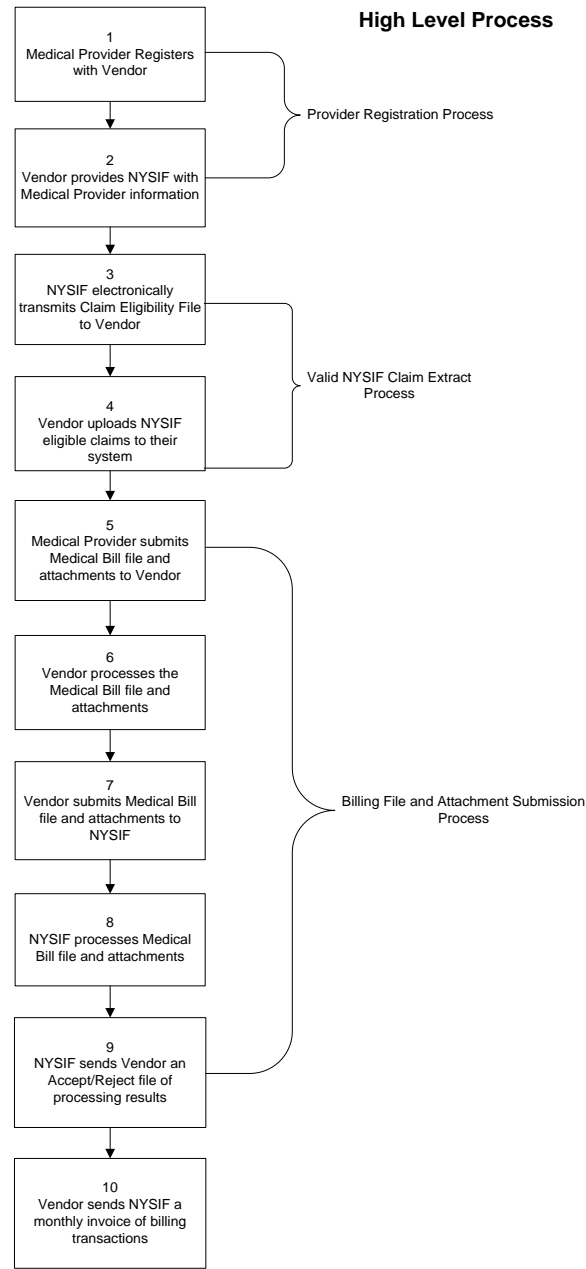


**New York State Insurance Fund**  
*Workers Compensation & Disability Benefits Specialists Since 1914*

# NEW YORK STATE INSURANCE FUND ELECTRONIC RECEIPT OF CLAIMANT’S MEDICAL BILLS PROJECT PLAN

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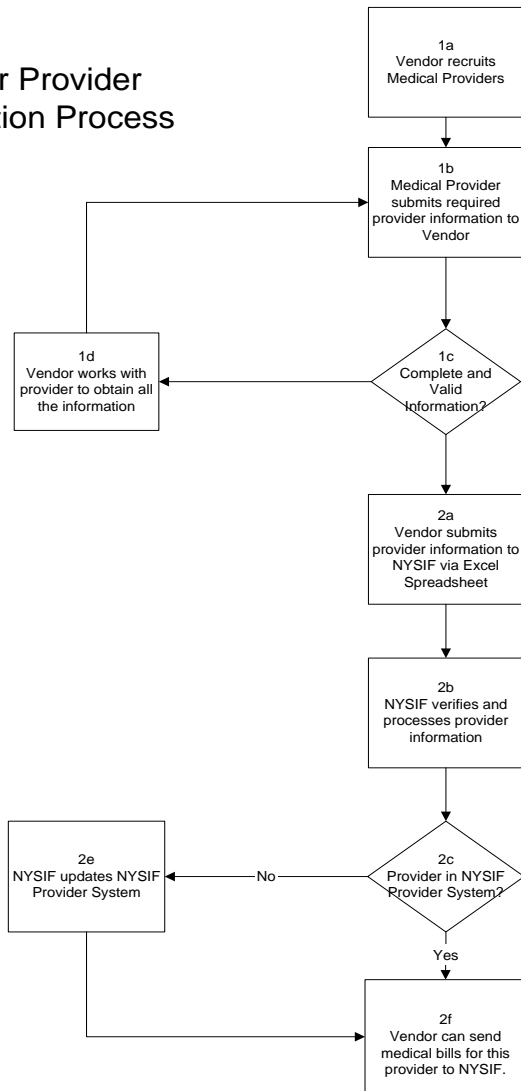
NYSIF/Vendor  
Electronic Submission of  
Medical Billing Process



**Detailed NYSIF Provider  
Registration Workflow**

**(Process 1 and 2)**

**Vendor Provider  
Registration Process**



**Exhibit T – TECHNICAL REQUIREMENTS (VENDOR PROJECT PLAN)**  
**PROVIDER REGISTRATION TECHNICAL SPECIFICATIONS (PROCESS 1 AND 2)**

**Purpose:**

The purpose of the Provider Registration process is to ensure that the providers recruited by the vendor are entered into the NYSIF Provider System. The NYSIF e-Billing System uses the NYSIF Provider System to verify the provider information so that payments can be made. If a provider is not in the NYSIF Provider System, or if the information is incorrect, a medical bill will be rejected.

The vendor shall:

- Submit Medical Provider information to NYSIF. This information will include all additions, modifications and deletions that have occurred since the previous transmission.
- Submit this Medical Provider information in the form of an Excel spreadsheet.
- Create the Excel spreadsheet using the Provider Registration File Layout defined below.
- Name the Excel spreadsheet using the Provider Registration File Naming Convention defined below.
- Encrypt the Excel spreadsheet using a mutually agreed upon encryption methodology.
- Transmit the Excel spreadsheet via FTP.
- Transmit the Excel spreadsheet on a daily basis. If there are not records to transmit, an empty file will be transmitted.

**Process:**

1. Vendor will provide NYSIF with a list of vendor provider recruitments.
2. Vendor will obtain the NYSIF required provider information from the vendor Providers.
3. Vendor will verify that the information received for the provider is accurate and complete.
4. Vendor will work the providers to get the information if the information is not accurate or incomplete.
5. Vendor will submit the information to NYSIF in the form of an Excel spreadsheet .
6. NYSIF to verify and process the provider information to see if it currently exists in the NYSIF Provider System.
7. If the provider is correctly in the Provider System, then no further action is necessary. If the provider is not in the Provider System, NYSIF must add it.
8. NYSIF to add or correct their records, if necessary.

**Provider Registration File Naming Convention**

Name	Type & Length	Description
Submitter ID	Char(9)	AB1234567
PayerID	Char(9)	ABCD12345
6 Digit Date	Char(6)	MMDDYY - Date of creation of file
File Number or Unique Number	Char(2)	2 Digit Sequence number of file
File Type	Char(3)	PRV
Extension	Char	.csv

**Sample Record:**

AB1234567ABCD1234501130601PRV.csv

Note: No underscores in the Provider Registration File Naming Convention.

**Provider Registration File Layout**

Field Name	Type & Max Length	Description
Business Name	Char(65)	Business Name if a business.
Last Name	Char(35)	Last Name of Provider, if not a business.
First Name	Char(30)	First Name of Provider, if not a business.
Initial	Char(1)	Middle initial of Provider, if not a business.
License Number	Number(6)	NY State Medical License number of Provider.
EIN	Number(9)	Federal Tax ID number used on 1099. Non Numeric Characters will be stripped if present.
1099 Name	Char(65)	Legal name of entity associated with EIN number.
Center Name	Char(65)	Name of Medical Facility with which the Physician is associated.
Center Address Line 1	Char(36)	Street Address of Facility with which the Physician is associated.
Center Address Line 2	Char(36)	Street Address of Facility with which the Physician is associated.
Center City	Char(30)	City of Medical Facility with which the Physician is associated.
Center State	Char(2)	State of Medical Facility with which the Physician is associated.
Center Zip Code	Char(5)	Zip Code of Medical Facility with which the Physician is associated.
Center Zip Plus	Char(4)	Zip Plus of Medical Facility with which the Physician is associated.
Specialty Code	Char(12)	Specialty Classifications per the NYS Workers' Compensation Board Fee Schedule.
Treating Provider Social Security Number	Char(9)	The individual's physician's social security number is not required by NYS, however required by NYSIF to make payment as they use the social security number as a unique identifier. If a provider absolutely refuses to provide this information, NYSIF will create a "dummy" SSN within the NYSIF Provider System, so that payment can be made.

## Exhibit T – TECHNICAL REQUIREMENTS (VENDOR PROJECT PLAN)

WCB Authorization Number	Char(8)	Format for WCB Authorization number is the same as the Doctors License Number minus the first digit with a preceding one-character specialty code (for chiropractors, podiatrists and psychologists) and a dash character added to the end followed by a randomly generated number(check digit). Therefore the format would be “CNNNNN-N” where C = Character, N = Number and “-“ = short dash example “P02582-6” for Dr. Lewis Wolfstein a Podiatrist with a Doctors License Number of 002582.
Transaction Code	Char(1)	A = Add, C = Change, D = Delete

**NYSIF PROVIDER REGISTRATION BUSINESS RULES:**

*(Numbers at left refer to labeled steps in the process diagram)*

**1b. WCB Authorization Number Field Clarification:**

- Vendor must ensure that the WCB Authorization number is that is given to NYSIF is the correct WCB Authorization Number for the provider.
- Any provider that treats workers’ compensation patients must register with the NYS Workers’ Compensation Board. The Workers’ Compensation Board issues a WCB Authorization Number as a result.
- A Physical Therapist and Occupational Therapist are not issued a WCB Authorization Number.
- Chiropractor, podiatrist, psychologist, medical doctor who are not authorized to treat workers’ compensation patients can treat on an emergency basis only.
- Format for WCB Authorization number is the same as the Doctors License Number minus the first digit with a preceding one-character specialty code (for chiropractors, podiatrists and psychologists) and a dash character added to the end followed by a randomly generated number(check digit). Therefore the format would be “CNNNNN-N” where C = Character, N = Number and “-“ = short dash example “P02582-6” for Dr. Lewis Wolfstein a Podiatrist with a Doctors License Number of 002582.
- A WCB authorization number formatted as NNNNNN-N (999999-9), use the first 6 digits as the provider license number . If it starts with any of the 4 letters below, change to "0" (zero)
  - C (CHIROPRACTORS)
  - L (LIMITED LICENSE PHYSICIANS)
  - P (PODIATRISTS)
  - S (PSYCHOLOGISTS)

For example: P02582-6 for Dr. Wolfstein a podiatrist with a doctor's license number of 002582.

**1b. Provider Address**

- Vendor must ensure that the provider address that is given to NYSIF is the primary payment address.
- Only one address can be used for NYSIF e-billing processing.

**1b. Provider Information Updates**

- As updates in provider information are provided, vendor will include them in the spreadsheet that is being forwarded to NYSIF.

**1b. WCB Specialty Code**

- There are six types of providers: PT, OT, Chiropractor, Podiatrist, Psychologist, Medical.
- If a provider is a medical doctor, one of the WCB Specialty codes must be provided.

2a. Vendor will submit the Excel Spreadsheet electronically via FTP on a daily basis.

2e. SSN - The individual’s physician’s social security number is not required by NYS, however it is required by NYSIF to make payment as they use the social security number as a unique identifier. If a provider absolutely refuses to provide this information, NYSIF will create a “dummy” SSN within the NYSIF Provider System, so that payment can be made.

2f. NYSIF does not need to engage in end to end testing for each new provider once we are in production.

2f. While there is a remote chance that a provider will not be in NYSIF’s database (due to timing issues between when registered and the receipt of the Registration database file by NYSIF) it is very minimal and the majority of the providers will be in NYSIF’s provider database before a report or bill is passed onto NYSIF.

2f. If a provider is not registered with vendor, any bill that is submitted will be rejected by vendor, until the provider has registered with vendor and is entered into NYSIF’s Provider database.

2f. Vendor should be able to add provider types per regulatory changes.

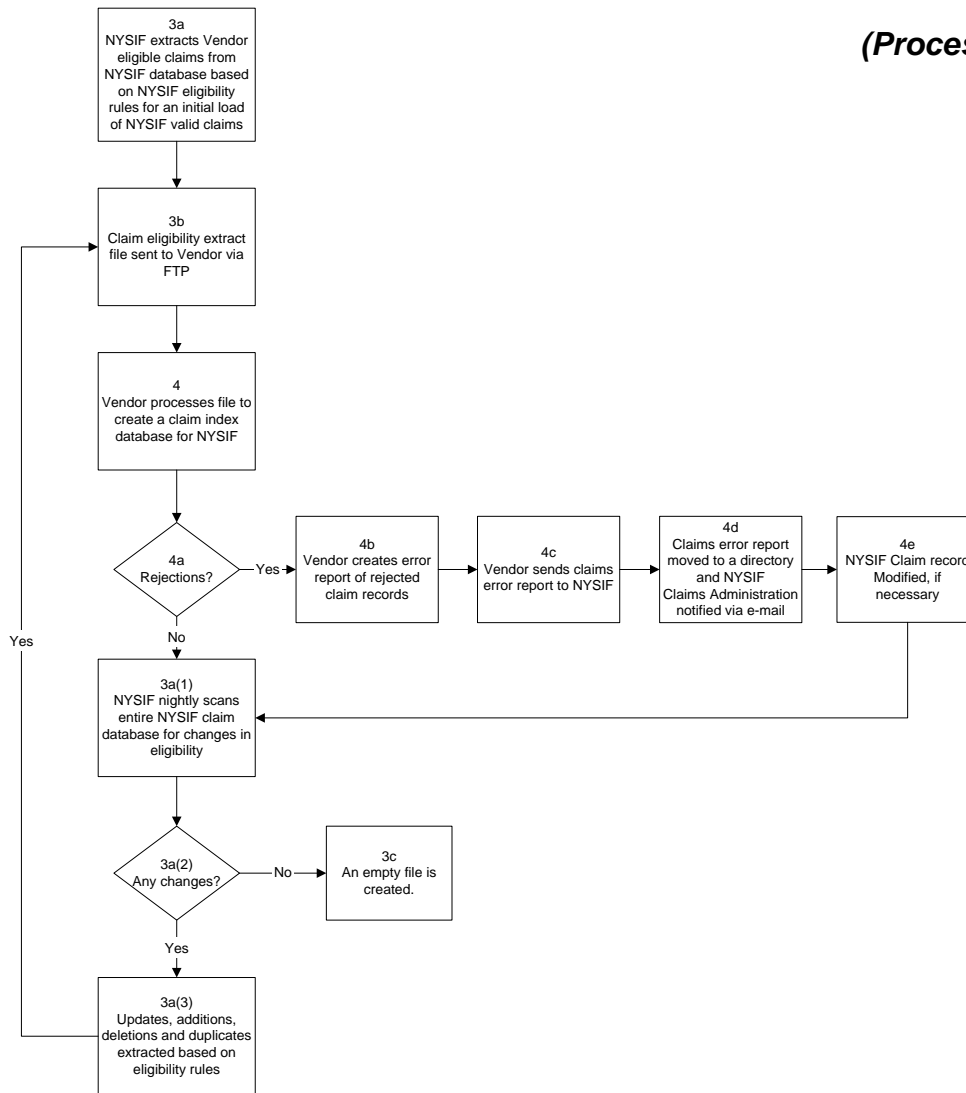
3. When an Individual providers wants to use his SSN as the billing TIN (for 1099 report), then the SSN must be provided. If the treating provider belongs to a medical group and the group uses a federal tax id as the billing TIN, then the treating provider's SSN is not required.

4. Provider registration must be sent 3 business days before the bill record is sent.



**Detailed NYSIF Claim Eligibility Process**

**(Process 3 and 4)**



**Purpose:**

The purpose of the Claim Eligibility Process is to ensure that the Medical Provider submits Medical Bills for valid NYSIF Carrier Case Numbers only.

NYSIF shall:

- Create a daily extract of eligible losses based on the business rules defined by the NYSIF Claims Department. This information will include all additions, modifications and deletions that have occurred since the previous transmission.
- Create this Loss Eligibility file in the form of an ASCII Text file. The ASCII text file will be semicolon delimited, CR LF (ASCII char(13) char(10) record terminator).  
**Note: Any field that might use the delimiter “;” in the contents of the field, must be wrapped with double quotes to prevent the record from rejecting. (e.g. 01;”ABC; a company”)**
- Create the ASCII Text file using the NYSIF Claim Eligibility File Layout defined below.
- Name the ASCII Text file using the NYSIF Claim Eligibility File Naming Convention defined below.
- encrypt the ASCII Text file using an agreed upon encryption methodology.
- Transmit the ASCII Text file via ftp.
- Transmit the ASCII Text file on a daily basis, the specific time(s) to be determined.

**NYSIF Claim Eligibility File Naming Convention**

Name	Type	Description
Submitter ID	Char(9)	AB1234567
Payer ID	Char(9)	ABCD12345
6 Digit Date	Char (6)	MMDDYY - Date of creation of file
6 Digit Time	Char (6)	HHMMSS – Time of file creation
Extension	Char	.CLM

**Sample Record:**

AB1234567ABCD12345011306100615.CLM

Note: No underscores in the NYSIF Claim Eligibility File Naming Convention.

**NYSIF Claim Eligibility File Layout**

Field Name	Type & Max Length	Description / Format
Last Name	Char(35)	Claimant Last Name.
First Name	Char(35)	Claimant First Name.
SSN	Char(9)	Claimant social security number, including any leading zeroes. No dashes allowed. It could be all zeros - <b>00000000</b> Format: 023456789
Date of Birth	Char(8)	Claimant Date of Birth Format: YYYYMMDD
Date of Injury	Char(10)	Date of injury. Slashes are required. Format: MM/DD/CCYY
Employer	Char(40)	Employer’s Name. If Policy name has a ‘;’ in the name, system is replacing it with a space.
Claim Number	Char(25)	NYSIF Carrier Case Number (i.e. Claim Number).
Unit Number	Char(3)	NYSIF Unit Number to which the claim is assigned.
Reviewer Name	Char(50)	NYSIF Case Manager name.
Reviewer Number	Char(15)	NYSIF Case Manager Telephone Number. Format: (999) 999-9999
Reviewer e-mail address	Char (30)	NYSIF Case Manager e-mail address. Format: <a href="mailto:cmanager@anycompany.com">cmanager@anycompany.com</a>
Transaction Type	Char(1)	A=Add, D=Delete. Note: To change information on a claim, there should be both a delete record and an add record sent. The delete record will delete the original information and the add will add the changed information.

**Sample Record:**

DOE;JANE;123456789;19680507;01/01/05;EXEC DEPT DIVISION OF PAROLE;62000682;091;J. DOE;(518) 437-9999;JDOE@NYSIF.COM;A;

**Process:****Initial Claim Eligibility Extract (Numbers at left refer to labeled steps in the process diagram):**

- 3a. NYSIF extracts vendor eligible claims from NYSIF database based on NYSIF eligibility rules for an initial load of NYSIF valid claims in Claim/Incident status
- 3b. Claim eligibility extract file is sent to vendor via FTP.
4. Vendor processes file to create a claim index database for NYSIF.
- 4a. Vendor system will scan extract for any rejections in the claimant information file.
- 4b. Vendor rejects individual claim records based on vendor rejection rules and creates an accept/reject report.
- 4c. Vendor sends claims accept/reject report to NYSIF. This should include all claims/losses that were sent to the vendor by NYSIF and whether they were accepted or rejected.
- 4d. Claims accept/reject report moved to a directory and NYSIF Claims Administration notified via e-mail.
- 4e. Claims Administration will determine if it is necessary for the claim record will be modified in the NYSIF system. Vendor shall be able to accept multiple claim eligibility files in a day.

**Subsequent Claim Eligibility Extract (Numbers at left refer to labeled steps in the process diagram):**

- 3a(1). NYSIF nightly scans entire NYSIF claim database for changes in eligibility
- 3a(2). Program determine if there are any changes in eligibility.
- 3a(3). Updates, additions, deletions and duplicates will be extracted based on subsequent file eligibility rules
- 3c. If there are no changes or updates to vendor claim eligibility, an empty file will be created and sent to vendor via FTP.
- 3b. Claim eligibility extract file sent to vendor via FTP
4. Subsequent eligibility files will be appended to existing claim index database.
5. Vendor sends claims accept/reject report to NYSIF. This should include all claims/losses that were sent to the vendor by NYSIF and whether they were accepted or rejected.
- 3a. The nightly extract contains active and deleted records.
  - If a claim is brand new, it is an active record.
  - If the claim is no longer considered for vendor eligibility, it is deleted.
- 3b. Claim updates (containing new or changed claimant information) will be extracted daily and the file will be sent securely to vendor at a time to be determined.

**Vendor Claim Eligibility Process Technical Specifications for NYSIF Claim Eligibility File Accept/Reject Report (Process 4)**

**Purpose:**

The purpose of the NYSIF Claim Eligibility File Accept/Reject Report is to ensure that the vendor has a standard method to communicate to NYSIF any processing errors that may occur during the vendor’s processing and loading of the NYSIF Claim Eligibility File.

The vendor will:

- Process the NYSIF Claim Eligibility file and create a claim index database for NYSIF.
- Edit the NYSIF Claim Eligibility for any rejections.
- Reject any NYSIF Eligibility file claim records based on the rejection rules as defined below, vendor Claim Eligibility – Vendor Claim Eligibility File Accept Reject Report Business Rules
- Create an Accept/Reject Report of rejected and accepted claims, if necessary, in the form of an ASCII Text file. The ASCII text file will be semicolon delimited, CR LF (ASCII char(13) char(10) record terminator).  
**Note: Any field that might use the delimiter “;” in the contents of the field, must be wrapped with double quotes to prevent the record from rejecting. (e.g. 01;”ABC; a company”)**
- Create an Claim Eligibility Accept/Reject Report for every Eligibility file delivered to the vendor. If no records in the claim file that was sent to the vendor, then the accept reject file should be sent as an empty file.
- Create the ASCII Text file using the Claim Eligibility File Accept/Reject Report Layout defined below.
- Name the ASCII Text file using the Claim Eligibility File Accept/Reject Report File Naming Convention defined below.
- Encrypt the ASCII Text file using an agreed upon encryption methodology.
- Transmit the ASCII Text file via ftp.
- Transmit one ASCII Text file for every NYSIF Claim Eligibility File.

The vendor shall be notified if NYSIF does not receive the Accept Reject report within 3 days of the claim file being sent to the vendor.

**Vendor Claim Eligibility File Accept/Reject Report File Naming Convention**

Name	Type & Length	Description
Submitter ID	Char(9)	AB1234567
PayerID	Char(9)	ABCD12345
6 Digit Date	Char(6)	Date of claimant file creation and submission in MMDDYY format.
File Number or Unique Number	Char(2)	Sequence number of file
File Type	Char(3)	ACK
Extension	Char	.CSV

**Sample Record:**

AB1234567ABCD1234501130601ACK.CSV

Note: No underscores in the Vendor Claim Eligibility File Accept/Reject Report File Naming Convention.

**Vendor Claim Eligibility File Accept/Reject Report File Layout**

The Claim Eligibility File Accept/Reject Report will consist of 2 lines of data for each record.

If rejected:

- first line will consist of the Line number in the claim eligibility file separated by 2 dashes (--) and the explanation of the error that occurred.

**Sample of first line:**

Line Num: 1 – error message

- second line will consist of the exact data that was sent in claim eligibility file from NYSIF as well as the accept reject flag.

If accepted:

- first line will consist of the Line number in the claim eligibility file separated by 2 dashes (--) and the text “ACCEPTED”

**Sample of first line:**

Line Num: 1 – ACCEPTED

- second line will consist of the exact data that was sent in claim eligibility file from NYSIF as well as the accept reject flag.

Field Name	Type & Max Length	Description / Format
Last Name	Char(25)	NYSIF Claimant Last Name.
First Name	Char(15)	NYSIF Claimant First Name.

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Field Name	Type & Max Length	Description / Format
SSN	Char(9)	NYSIF Claimant Social Security Number, including all leading zeroes; no dashes. It could be all zeros - <b>000000000</b> Format: 02345678
Date of Birth	Char(8)	Claimant Date of Birth Format: YYYYMMDD
Date of Injury	Char(10)	Date of injury. Slashes are required. Format: MM/DD/CCYY
Employer	Char(40)	Employer's Name. If Policy name has a ';' in the name, system is replacing it with a space.
Claim Number	Char(25)	NYSIF Carrier Case Number (i.e. Claim Number).
Unit Number	Char(3)	NYSIF Unit Number to which the claim is assigned.
Reviewer Name	Char(50)	NYSIF Case Manager name.
Reviewer Number	Char(14)	NYSIF Case Manager telephone number. Format: (999) 999-9999
Review e-mail address	Char (30)	NYSIF Case Manager e-mail address. Format: cmanager@anycompamy.com
Transaction Type	Char(1)	A=Add, D=Delete Note: To change information on a claim, there should be both a delete record and an add record sent. The delete record will delete the original information and the add will add the changed information.
Accept / Reject Code	Char(1)	Accept / Reject code. A = accepted, R = rejected.

**Sample Data:**

Line Num: 3597 -- ACCEPTED.

DOE;JOHN;999999999;19860508;01/01/2004;ABC COMPANY; 12345678;123;(518) 437-9999;MICHAEL SMITH;MSMITH@ANYCOMPANY.COM;A;A

Line Num: 8482 -- 12 fields are expected, but only 11 exist.

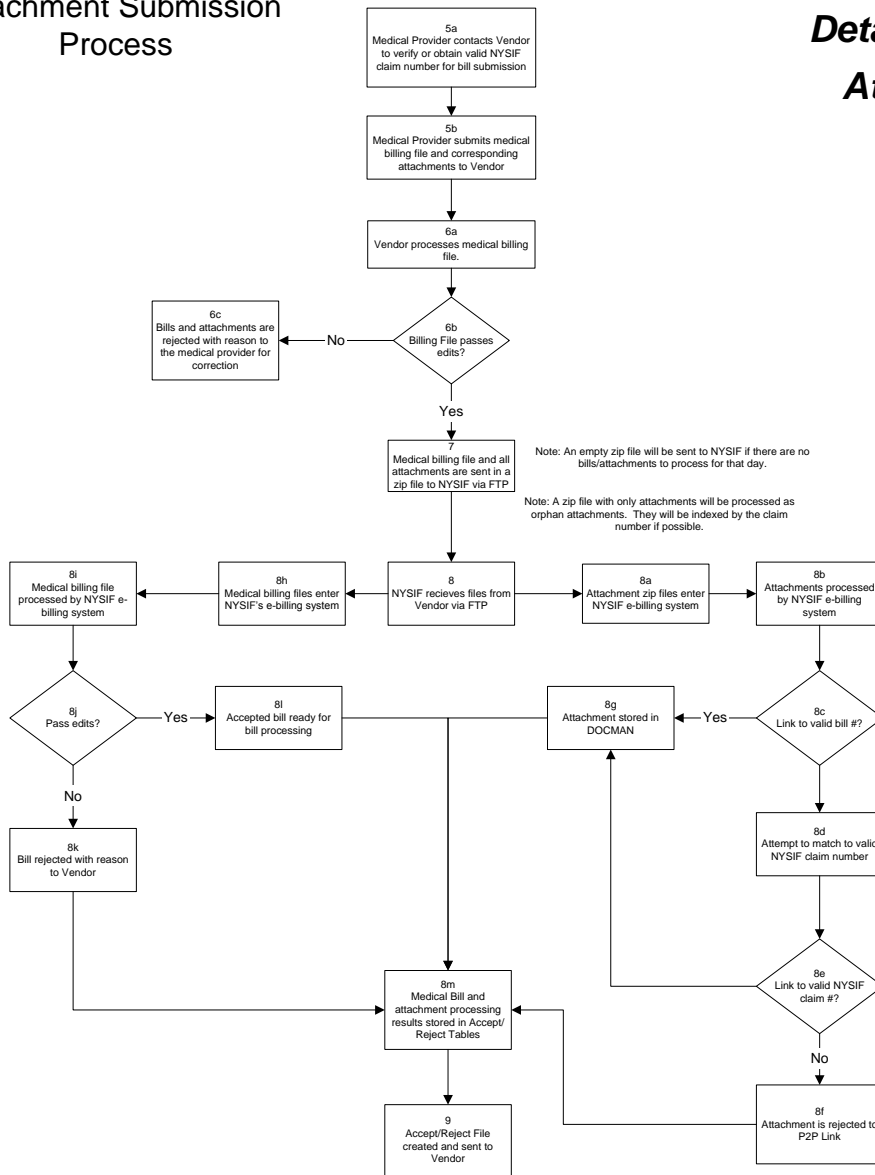
DOE;JOHN;999999999;01/01/2004;ABC COMPANY; 12345678;123;MICHAEL SMITH;MSMITH@ANYCOMPANY.COM;A;R

**Vendor Claim Eligibility – Vendor Claim Eligibility File      Accept/Reject Report Business Rules**

Rejection Reason	Description
Claim Number (field 6) length is not greater than 0.	The length of the claim number must contain at least one character.
Transaction Type (field 11) length is not 1.	The length of Transaction Type must only be one character.
SSN (field 3) is invalid.	The SSN cannot have all the same numbers or contain alpha characters. <b>EXCEPTION: 000000000 will be considered a valid SSN.</b>
12 fields are expected, but only <nn> exist.	The vendor should expect 12 fields for each claim eligibility record. If all 12 are not present in file, the vendor should reject the record.
Invalid Date Of Injury (field 5)	Date Of Injury would be invalid if the field is blank.

Medical Billing and Attachment Submission Process

**Detailed Medical Billing and Attachment Submission Process (Process 5-9)**



**Technical Specifications for Bill and Attachment Submission Process: (Process 5-9)**

**Purpose:**

This process will ensure that the vendor electronically submits to NYSIF only those CMS1500 and C4 (billing data portion only) and UB-04 and any attachments (commonly narrative medical reports) that are in accordance with the defined NYSIF business rules for electronic medical bill and attachment submission.

The vendor shall:

- Accept Medical Bills and their corresponding attachments from the registered Medical Providers.
- Edit these bills and attachments in accordance with NYSIF business rules.
- Reject, with reason, to the Medical Provider all medical bills and corresponding that do not adhere to NYSIF business rules.
- Create images for all accepted CMS 1500 and UB-04 and C-4 series, OT-4, PT-4, etc. from the billing data received.
- Confirm that there is only one copy of billing form for each billing record
- Confirm that bill image data matches the billing data file
- Create images for all corresponding attachments.
- Create a billing file for CMS 1500 and UB-04 and C-4 series in accordance with NSF 2.0 format (See sample documents pp 29-33).
- Name this NSF file using the vendor NSF File Naming Convention as defined below.
- Create an image file for all bills and attachments with each document image named using the Individual Document Image Naming Convention as defined below.
- ZIP and title the image file using the vendor Attachment File Naming Convention defined below.
- Encrypt the vendor Attachment file and vendor NSF 2.0 file using an agreed upon encryption methodology.
- Transmit the vendor Attachment file and vendor NSF 2.0 file **together** via ftp.
- Transmit the vendor Attachment file and vendor NSF 2.0 file on a daily basis at a to be determined time.
- Send an empty zip file with no bills and attachments when there are no bills to process for that day.
- Send “orphan” attachments in a zip file without an NSF bill file or with an NSF bill file.
- Notify NYSIF if vendor does not receive accept/reject file within 3 business days of submission to NYSIF

NYSIF shall:

- Validate the AAO record in the file layout of the zip file to ensure it was sent by vendor .
- Reject the entire file back to vendor if the vendor is not validated.
- Process the NSF file in accordance with NYSIF business rules.
- Create an Accept/Reject Report file indicating the results of the processing of the vendor NSF 2.0 file and vendor Attachment in the form of an ASCII text file. The ASCII text file will be semicolon delimited, CR LF (ASCII char(10) char(13) record terminator).
- Create the ASCII text file using the Accept/reject Report file layout as defined on page 15.
- Name the ASCII text file using the Accept/Reject Report File Naming Convention defined on page 15.
- Encrypt the Accept/Reject Report file using an agreed upon encryption methodology.
- Transmit the Accept/Reject Report file via ftp.
- Transmit the Accept/Reject Report file via ftp. Transmit Accept/Reject Report file on a daily basis at a to be determined time.
- Transmit Accept/Reject Report file on a daily basis at a to be determined time.

If NYSIF receives an empty zip file, no bills and attachments, an email will be sent out to vendor and NYSIF contacts, containing the following message:

“Please note NYSIF has received an empty zip file, indicating that there are no billing records to be processed today.”

**Vendor NSF and Attachment Zip File Naming Convention**

Name	Type & Length	Description
Submitter ID	Char(9)	AB1234567
PayerID	Char(9)	ABCD12345
6 Digit Date	Char(6)	MMDDYY - Date of CLM ZIP file creation and submission
File Number or Unique Number	Char(2)	Sequence number of file
File Type	Char(3)	CLM
Extension	Char	.ZIP

**Sample Record:**

AB1234567ABCD1234501130601CLM.ZIP

Note: No underscores in the vendor NSF and Attachment Zip File Naming Convention.

**Vendor NSF File Naming Convention**

Name	Type & Length	Description
Submitter ID	Char(9)	AB1234567
PayerID	Char(9)	ABCD12345

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6 Digit Date	Char(6)	MMDDYY - Date of NSF file creation and submission
File Number or Unique Number	Char(2)	Sequence number of file
File Type	Char(3)	NSF
Extension	Char	.ALT

**Sample Record:**

AB1234567ABCD1234501130601NSF.ALT

Note: No underscore in vendor NSF File Naming convention.

**7.NSF File Layout – including Standard WC Edits and NYSIF Edit**

Field	NSF REC	NSF FLD	COL	LENGTH	DATA TYPE	Required Medical Receipt fields
Processor/VendorName	AA0	6	41	20	A/N	T
Identifier(First 3 digits of each line)					A/N	T
Receipt Date	AA0	15	213	8	Date	T (YYYYMMDD)
Claim Number	DA0	28	236	8	N	T, will now accept incident status type claims
Patient SSN	DA0	18	157	9	N	T,but can be all zeros
Diagnosis Code 1(ICD9 and ICD10)	EA0	30	179	7	A/N	T(At least 1 Diag Code)(Implied decimal)
Diagnosis Code 2(ICD9 and ICD10)	EA0	31	186	7	A/N	T(At least 1 Diag Code) (Implied decimal)
Diagnosis Code 3(ICD9 and ICD10)	EA0	32	193	7	A/N	T(At least 1 Diag Code) (Implied decimal)
Diagnosis Code 4(ICD9 and ICD10)	EA0	33	284	7	A/N	T(At least 1 Diag Code) (Implied decimal)
Bill Date	EA0	36	201	8	Date	F (YYYYMMDD)
Admission Date	EA0	26	155	8	Date	F
Discharge Date	EA0	27	163	8	Date	F
Diagnosis Code 5 (ICD9 and ICD10)	EA0	49	291	7	A/N	F (Implied decimal)
Diagnosis Code 6 (ICD9 and ICD10)	EA0	49	298	7	A/N	F (Implied decimal)
Diagnosis Code 7 (ICD9 and ICD10)	EA0	50	305	7	A/N	F (Implied decimal)
Diagnosis Code 8 (ICD9 and ICD10)	EA0	50	312	7	A/N	F (Implied decimal)
Diagnosis Code 9 (ICD9 and ICD10)	EA2	50	230	7	A/N	F (Implied decimal)
Admin Diagnosis Code (ICD9 and ICD10)	EA2	50	300	7	A/N	F (Implied decimal)
Treating Zip Code	EA1	10	135	5	N	T(if different than billing address box)
Procedure 1 (ICD9 and ICD10)	EA1	25	291	7	A/N	F (Implied decimal)
Procedure 2 (ICD9 and ICD10)	EA1	25	298	7	A/N	F (Implied decimal)
Procedure 3 (ICD9 and ICD10)	EA1	25	305	7	A/N	F (Implied decimal)
Procedure 4 (ICD9 and ICD10)	EA1	25	312	7	A/N	F (Implied decimal)
Procedure 5 (ICD9 and ICD10)	EA2	26	307	7	A/N	F (Implied decimal)
Procedure 6 (ICD9 and ICD10)	EA2	26	314	7	A/N	F (Implied decimal)
DRG Code	EA2	94	225	3	N	F
PASRate	EA2	94	228	2	N	F
Diagnosis Code 10 (ICD9 and ICD10)	EA2	94	237	7	A/N	F (Implied decimal)
Diagnosis Code 11 (ICD9 and ICD10)	EA2	95	244	7	A/N	F (Implied decimal)
Diagnosis Code 12 (ICD9 and ICD10)	EA2	95	251	7	A/N	F (Implied decimal)
Diagnosis Code 13 (ICD9 and ICD10)	EA2	95	258	7	A/N	F (Implied decimal)
Diagnosis Code 14 (ICD9 and ICD10)	EA2	95	265	7	A/N	F (Implied decimal)
Diagnosis Code 15 (ICD 9 and ICD 10)	EA2	95	272	7	A/N	F (Implied decimal)
Diagnosis Code 16 (ICD 9 and ICD 10)	EA2	95	279	7	A/N	F (Implied decimal)
Diagnosis Code 17 (ICD 9 and ICD 10)	EA2	95	286	7	A/N	F (Implied decimal)
Diagnosis Code 18 (ICD 9 and ICD 10)	EA2	95	293	7	A/N	F (Implied decimal)
Date Service From	FA0	5	40	8	Date	T(minimum 1 required) YYYYMMDD
Date Service To	FA0	6	48	8	Date	F(YYYYMMDD)
Place of Service Code	FA0	7	56	2	N	T
Procedure Code	FA0	9	60	5	A/N	T
Modifier 1	FA0	10	65	2	A/N	F
Modifier 2	FA0	11	67	2	A/N	F
Modifier 3	FA0	12	69	2	A/N	F
DX Pointer 1	FA0	14	78	1	N	T(minimum 1 required)
DX Pointer 2	FA0	15	79	1	N	T(minimum 1 required)



## Exhibit T – TECHNICAL REQUIREMENTS (VENDOR PROJECT PLAN)

DX Pointer 3	FA0	16	80	1	N	T(minimum 1 required)
DX Pointer 4	FA0	17	81	1	N	T(minimum 1 required)
Billed Amount	FA0	13	250	9	N	T (Implied decimal)
NDC	FB0	15	110	11	N	T (if pharmacy bill)
NDC Quantity	FB0	16	121	7	N	T(if pharmacy bill)
Days	FA0	18	82	4	N	T
Revenue Code	FA0	50	246	4	N	F
Billing Provider Taxid(Payee)	BA0	6	32	9	N	T
Billing Zip Code	BA1	17	218	5	N	T
Type of Bill	BA1		237	4	N	T (for UB only)
Bill Reference(Patient Acct#)	CA0	3	6	17	A/N	T
Treating Provider License(Provider)	CA0	28	213	6	A/N	T(if Health Care Practice)
Patients Last Name	CA0	4	23	20	A/N	T
Patients First Name	CA0	5	43	12	A/N	T
Patients Middle Initial	CA0	6	55	1	A/N	F
Submitter Bill Number	CA0	31	290	12	N	T(This should match the Submitter Bill Number in the attachment name)
Anesthesia Duration	FA0	19	86	4	N	F
Anesthesia Start Time	FA0	50	238	4	N	F
Anesthesia End Time	FA0		242	4	N	F
NPI	BA0		135	15	N	T(EAPG type bills)
Modifier4	FA0		278	2	A/N	F
Modifier5	FA0		280	2	A/N	F
Value_Code_1	EA0		95	2	N	T(EAPG type bills)
Value_Amt_1	EA0		97	4	N	T(EAPG type bills)
Treating_Addr1	EA1		53	30	A/N	T
Treating_Addr2	EA1		83	30	A/N	T
City	EA1		113	20	A/N	T
State	EA1		133	2	A/N	T
Zip_plus	EA1		140	4	N	T
	XA0					
	YA0					
	ZA0					

**NSF Business Rules:**

- All records in the NSF file must be 320 characters.
- There should be a YA0 record in between every XA0 and BA0 record.
- The AA0 record line must only appear once in the NSF file. Must be the first line in the file.
- The ZA0 record line must only appear once in the NSF file. Must be the last line in the file
- The FA0 record must appear for every procedure line on the bill.
- There is an implied decimal point, in the days field, at the tenth decimal place in the ALT file. Example: 0010 will be processed as 1.0.
- Use attachment code 24 for any bills that are being billed on a UB.
- Use attachment code RX for any bills that are pharmacy bills.
- Naming convention of the file should not change, however pharmacy bills should be send in a separate file from any non-pharmacy bills.
- If it is over 500 lines due to the days/unit values then default the days/units to 1.

This edit does not apply to the following codes:

CPT code 00100 - 01999 (anesthesia codes)

CPT 99070

Category III codes

NDC code

HPCSCodes

- If it is over 500 lines when days/units are 1 then the provider should not be able to submit more than 500 lines.

Exhibit T – TECHNICAL REQUIREMENTS (VENDOR PROJECT PLAN)  
**Vendor Attachment File Naming Convention**

	Type & Max Length	Description / Example
Submitter ID	Char(9)	AB1234567
Payer ID	Char(9)	ABCD12345
Filler	Char(1)	_(underscore)
SSN	Char(9)	NYSIF Claimant Social Security Number, including any leading zeroes; no dashes. Example: 023880000 Can be zeros
Filler	Char(1)	_(underscore)
Date of Injury	Number(8)	Date of Injury. Format is CCYYMMDD. Example: 20060101
Filler	Char(1)	_(underscore)
EIN	Number(13)	Federal Tax ID number used on 1099. Non-numeric characters will be stripped if present. Example: 123456789
Filler	Char(1)	_(underscore)
Vendor Bill ID	Number(10)	The vendor's unique numeric identifier that is assigned to each medical bill. Primary link to the bill.
Filler	Char(1)	_(underscore)
Vendor Attachment ID	Number(10)	The vendor's unique numeric identifier that is assigned to each Medical Bill attachment.
Filler	Char(1)	_(underscore)
Claim Number	Char(25)	NYSIF Carrier Case Number (i.e. Claim Number) Example: 20303200021
Unit Number	Char(3)	NYSIF Unit Number to which the claim is assigned
Filler	Char(1)	_(underscore)
Type of Document	Char (2)	00= CMS1500,01=First Report,02=Supplemental Report,03=P&S Report,04=QME,05=Consult,06=AME,07=Entire File,08=Diagnostic,09=Chart Notes,10=Pre-Authorization Request,11=Referral Request,12=Disability Status,13=Operative Report,14=Ambulance,15=Ancillary,16=Home Care,17=Other,18=Transportation,19=LMN,20=CMN,21=Radiology,22=Pathology,23=PT OT Notes,24=UB04/92,25=PCE/FCA,26=IME,27=Physician Script/Orders,28=Employee's Report of Claim,29=Supply Invoice,30=History & Physical,31=Discharge Summary,32=Anesthesia,33=ER Notes,34=34DWC-8,35=DWC-8,36=Other,37=Other,38=Other,39=Other,40=Other,41=Other,42=Other,43=Other,44=Other,45=Other,46=Other,47=Other,48=Other,49=Other,50=Other,51=Other,52=Other,53=Other,54=Other,55=Other,56=Other,57=Other,58=Other,59=Other,60=Other,61=Other,62=Other,63=Other,64=Other,65=Other,66=Other,67=Other,68=Other,69=Other,70=Other,71=Other,72=Other,73=Other,74=Other,75=Other,76=Other,77=Other,78=Other,79=Other,80=Other,81=Other,82=Other,83=Other,84=Other,85=Other,86=Other,87=Other,88=Other,89=Other,90=Other,91=Other,92=Other,93=Other,94=Other,95=Other,96=Other,97=Other,98=Other,99=Other,00=Other
Filler	Char(1)	_(underscore)

The file extension must be “.PDF”, the file must be in color and be 720x720 or larger. The image format shall be: PDF, lossless, spatial resolution: at least 300 DPI. NYSIF reserves right to change image Char to TIFF, PDF, PDF/A at anytime and increase DPI for all images to 300 DPI. NYSIF may request that a higher resolution be used for a particular document on a limited basis to ensure good image quality .

This is not a one to one mapping of CPT code to the document type. Providers know what medical reports they need to submit with the CPT codes billed. They will determine which document type to use. It is not feasible to map the CPT to the document type.

For example:

Medicine CPT: provider could submit a document type of C4=C4, CN=EC4Narr, 09=Chart Notes, 17=other

Pathology CPT: document type of 22=pathology, 17=other

E/M CPT: 01=First Report, 05=Consult, C4=C4, CN=EC4Narr, 17=other

Surgical CPT: 13=operative report, 17=other

The minimum set of attachments for these codes that required medical documents is 2, one for the bill image, one for the medical report.

If they plan to submit multiple documents types and bill image as one PDF, then the minimum set of attachments is 1.

Sample Records:

AB1234567ABCD12345\_123880009\_20060113\_1234567890000\_1112223334\_155684501\_20303200223\_01.PDF

**9. Accept/Reject Report File Naming Convention**

Name	Type & Length	Description
Submitter ID	Char(9)	AB1234567
Filler	Char(1)	_(underscore)
PayerID	Char(9)	ABCD12345
Filler	Char(1)	_(underscore)
6 Digit Date	Char(6)	MMDDYY - Date of creation of file
Filler	Char(1)	_(underscore)
File Number or Unique Number	Char(2)	Sequence number of file
Extension	Char	.TXT

**Sample Record:**

AB1234567\_ABCD12345\_011306\_01.txt

Note: Accept/Reject Report File Naming convention must include underscores noted in above example.

**Accept/Reject Report File Layout**

Field Name	Type	Null	Description / Example
Provider EIN	Char(13)	Not null	Provider’s Federal Tax ID as listed on the bill. Can be all zeros.
Bill Receipt Date	Char(10)	Not null	Date bill was received into NYSIF system from the vendor. Format: MM/DD/CCYY
Last Name	Char(20)	Nullable	NYSIF Claimant (patient) last name as listed on the bill. Can be all spaces.
First Name	Char(12)	Nullable	NYSIF Claimant (patient) first name as listed on the bill. Can be all spaces
SSN	Char(9)	Not null	Patient’s social security number as listed on the bill. Can be all zeros. Format: 123456789.
Date of Service	Char(10)	Not null	First date of service listed on the bill. Can be all zeros. Format: MM/DD/CCYY.
Account Number	Char(17)	Nullable	NYSIF Claimant (patient) account number as listed on the bill. Can be all spaces.
Total Charges	Char(12)	Nullable	Total charges as listed on the bill. Can be all spaces. Format: 999999.90
Claim Number	Char(12)	Not null	NYSIF Carrier Case Number (i.e. Claim number) as listed on the bill. Can be all zeros.
Accept / Reject Code	Char(1)	Not null	Accept / Reject code. A = accepted, R = rejected.
Rejection Reason	Char(80)	Not null if Accept/Reject Code = ‘R’	Reason bill was rejected from NYSIF system. e.g.. Invalid social security number. Descriptions to be provided by NYSIF.
Reject Sequence	Char(3)	Not null if Accept/Reject Code = ‘R’	This will document multiple rejection reasons for a single bill and a sequence reference of rejection. Multiple rejections per bill should be denoted by 1,2,3, etc. Will always be blank.
Bill Returned Date	Char(10)	Nullable	Date bill sent back from the NYSIF system to the vendor. Format: MM/DD/CCYY. Will always be blank.
Vendor Bill ID	Char(10)	Nullable	The vendor’s unique numeric identifier that is assigned to each medical bill. Primary link to the bill. This is the Bill ID Number

Field Name	Type	Null	Description / Example
			that can be found in CA0 record column 290 on NSF form. Could be blank.
Status Date	Char(10)	Nullable	Status date representing a change in Bill status. Format: MM/DD/CCYY. Will always be blank.
Status Time	Char(8)	Nullable	Time representing a change in Bill status. Format: HHMMSSHS. Will always be blank.
NYSIF Bill Number	Char(10)	Nullable	Unique Billing number assigned by the NYSIF system. Will always be blank.
Status Code	Char(5)	Nullable	Up to 5 digit code associated with the description that is assigned to a bill when it is routed or returned to vendor. Will always be blank.
Pending Queue	Char(5)	Nullable	The queue code assigned to a bill that has not been reported as Accepted or Rejected and is being held for further review. Will always be blank.

Sample records:

7701234540000;05/01/2000;JONES;RAY;988954749;04/18/2000;6784465;131.63;555738;A;;;06/12/2002;123456;06/11/2002;00:01:01;6543211478;98765;vendo  
 7701234540000;05/25/2000;WHEAT;ANN;123954749;04/18/2000;1234465;31.63;000738;A;;;06/12/2002;1347655;06/11/2002;;8521479632;;provi  
 7701234540000;05/31/2000;SMITH;JON;456954749;04/20/2000;3334465;231.63;999738;R;INVALID  
 SSN;1;06/12/2002;654321;06/11/2002;01:01:01;123654;;pendi  
 7701234540000;05/31/2000;SMITH;JON;456954749;04/20/2000;3334465;231.63;999738;R;INVALID PROCEDURE  
 CODE;2;06/12/2002;987654;;;456321789;;flagg;

Note: Semicolon should be on the end.

**Process:**

**Vendor must process all submissions by providers in accordance with NYSIF edits. (Numbers at left refer to labeled steps in the process diagram on page 11)**

- 5a. Medical Provider contacts vendor to verify or obtain valid NYSIF claim number for bill submission
- 5b. Medical Provider submits medical billing file and corresponding attachments to vendor.
- 6a. Vendor processes medical billing file.
- 6b. Billing File passes edits?
- 6c. If the bills and attachments do not pass the edits, the vendor rejects them back to medical provider with reason for correction.
- 7. If the bills and attachments do pass the edits, vendor submits medical billing files to NYSIF via NSF file and submits corresponding and orphan attachments via a zip file.
- 8. NYSIF receives the files from vendor via ftp.

NYSIF e-Billing Process:

- 8a. Medical billing files enter NYSIF's e-billing system.
- 8b. Medical billing file processed by NYSIF e-billing system
- 8c. Pass edits? There are a several edits that a bill must pass in order for NYSIF to process a medical bill.
- 8d. If the bill does not pass an edit, the medical bill is rejected with reason to vendor.
- 8e. If the bill passes ALL the edits, the accepted bill is ready for bill processing.

NYSIF Accept/Reject Process:

- 8f. All medical bills and attachments processed results are stored in the NYSIF e-Billing Accept/Reject Tables
- 9. For every bill file sent to NYSIF from vendor, an Accept/Reject file is created and sent to vendor of the results of the file processed.

**Medical Billing and Attachment Submission Process Business Rules:**

- 5a. Medical provider must include the NYSIF claimant carrier case number
  - Medical providers must validate NYSIF carrier case number by contacting the vendor and entering the NYSIF claimant SSN and date of injury.
  
- 6a. **Vendor Bill Edits:**
  - Medical provider must include the NYSIF claimant date of injury
  - Medical provider must include the NYSIF claimant SSN but can be zeros
  - All electronic transactions require a Payer ID#
  - Medical Provider must include a valid NYSIF carrier case number
  - Medical Provider must only submit bills with valid, ICD9, ICD10, Revenue Codes, NDC, CPT Codes, Cat 3 codes, National Codes, and HCPCS. ICD9 and ICD10 codes cannot appear on the same bill.

**Vendor Claim Number Verification Process: See Appendix A for Diagram**

1. If provider sends claim number, DOI, and SSN:
  - Vendor will check all three elements to verify the claim.
    - If all three elements match, the bill is sent to NYSIF.
    - If one of those elements does not match, it will be rejected back to the provider.
2. If provider sends SSN and DOI, but not the cc#:
  - Vendor will verify SSN and DOI, and look for a cc# that matches.
    - If cc# is found, the cc# is added to the bill file.
    - If more than one cc# satisfies this condition, then vendor will take the lower claim number.
    - If cc# is NOT found, the bill is rejected to provider.
3. If the cc# and DOI match, but there is no SSN on claim record.
  - Vendor will match against patient name.
    - If patient name does not match, the bill will be rejected back to the provider.

NOTE: DOI can be +/- 5 days of the date the provider sends.  
See Appendix for Visio of vendor Claim Verification.

- Bills with Date of Service less than the Date of Injury will be rejected by vendor.
- Bills with Date of Service greater than the Date of Physicians Signature will be rejected by vendor
- Bills must include valid ICD9 or ICD10 codes; otherwise vendor will reject the bill to the provider.
- Bills must have valid ICD9 or ICD10 codes, but not both within the same bill.
- Bills must include valid Procedure (CPT, HCPCS, and CAT III) codes; otherwise vendor will reject the bill to the provider.
- Bills with procedure codes 99070 and E1399 requires description on bill, otherwise vendor will reject the bill to the provider.
- Bill must include Valid CPT Code Modifiers
  - The following list contains the modifiers that a provider can add to the CPT code to more accurately describe the services provided.
  - If a bill is electronically submitted containing CPT codes, should a provider include a modifier with the CPT code then the modifier must be one of these listed.
  - If the modifier is not one of these listed the bill should be rejected back to the provider.

Medical Procedure	Modifiers	
Category	CPT Codes	Modifiers
Anesthesia	00100 - 01999, 99100 - 99140	22, 23, 32
Surgery	10021 – 69990	22, 23, 24, 25, 26, 32, 47, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 62, 63, 66, 76, 77, 78, 79, 80, 81, 82, 83, 90, 99, TC, PA, NP, LT, RT
Radiology	70010 – 79999	22, 26, 32, 52, 76, 77, 99, TC, LT, RT, 59
Pathology & Laboratory	80047 – 89398	22, 26, 32, 52, 90, 91, 92, 99, TC
Medicine	90281 – 96999, 97802 - 98929, 98960 - 99091, 99143 - 99199, 99500 - 99607	22, 26, 32, 52, 76, 77, 79, 90, 91, 99, TC, 59, LT, RT
Physical Medicine	97001 – 97800	22, 51, 59, 99

## Exhibit T – TECHNICAL REQUIREMENTS (VENDOR PROJECT PLAN)

Evaluation & Management	99201 – 99499	24, 25, 27, 32, 52, 57, 99, PA, NP
<b>Chiropractic Fee Schedule</b>		
Radiology	70100 – 76999	26, 50, 76, 77, TC, LT, RT, 59
Medicine	95860 - 99075	26, 50, 51, 59, 76, 77, 99, TC, LT, RT,
Evaluation & Management	99201 - 99456	25, 26, 27, 50, 59, 76, 77, 99,
Physical Medicine	97010 – 97762, 98940 - 98942	22, 51, 59, 99
HCPCS	5 position codes that start with an alpha character and end with 4 digits.	A1, A2, A3, A4, A5, A6, A7, A8, A9, AA, AD, AE, AF, AG, AH, AJ, AK, AM,AP, AQ, AR, AS, AT, AU, AV, AW, AX, BA, BL,BO, CA, CB, CC, CD, CE, CF, CR, E2 ,E3, E4, EJ EM, ET, EY, F1, F2, F3, F4, F5, F6, F7, F8, F9, FA ,FB, G2, G3, G4, G5, G6 G8, G9, GA, GB, GC, GE GF, GK, GL, GN, GO, GP, GQ, GR, GS, GT, GV, GZ, GI, H9, HE, HF, HG, HH, HI,HJ, HK ,HL, HM, HN HO, HP, HQ, HR, HS, HT, JA, JB, K0, K1, K2, K3, K4, KA, KB, KC ,KD, KF, KH, KI, KJ, KM, KN, KO, KP, KQ, KR, KS, LC, LD, LL, LS, LT, MS, NR, NU, P1, P2, P3, P4, P5, P6, PL, Q3, QC, QD, QE, QF, QG, QH, QK, QL, QM, QN, QP, QS, QT, QV, QW, QX, QY, QZ, RC, RD, RP, RR, RT, SA, SC, SD, SF, SG, SH, SJ, SK, SL, SN, SS, ST, SU, SV, SW, SY, T1, T2, T3, T4, T5, T6, T7, T8, T9, TA, TC, TD, TE, TF, TG, TN, TP, TQ, TS, TU, TV, TW, U1 ,U2, U3, U4, U5, U6, U7, U8,UC, UD, UE, UF, UG, UH, UJ, UK,VP

**Medical Billing and Attachment Submission Process Business Rules continued:**

- Vendor will reject any bill that have CPT Codes Which Require Attachments per NYSIF Requirements:

Radiology codes:

Although rule 8 states that C-4 reports are not acceptable, NYSIF will process radiological code with a unit value less than 2.5 without a narrative, if findings are put on the C-4. However, findings MUST be included on the C-4. All other Radiology codes require a narrative.

Medical:

- 90801 - 99087, 90918 - 90921, 90935 - 90989, 91011 - 91020, 91032 - 91033, 92018 - 92019, 92083, 92060, 92135, 92140, 92225 – 92275, 92284 - 92287, 92502, 92584 - 92585, 92950, 92960 - 92970, 92975 - 92977, 92980 - 93000, 93010, 93014 - 93015, 993018 - 93040, 93042, 93224 - 93268, 93271 - 93320, 93325 - 93562, 93720, 93722, 93724, 93740, 93784 - 93790, 93875 - 94010, 94060 - 94070, 94620 - 94621, 95805 - 95830, 95858 - 95920, 95925 - 95975, 96100 - 96117, 99183, 99500 - 99600

Physical Medicine

- 97545, 97546, 97800, 97750.

Pathology:

- For all codes from 80048 - 89399 with a relative value of 30 or up, or a billed amount greater than or equal to \$30.00

E/M codes:

- 99204, 99205, 99254, 99244, 99245, 99255, 99285, 99274, 99275, 99223, 92014, 99215, 92004

Surgical codes:

- For all codes from 10040 - 69990 with a relative value of 3.5 or up, or a billed amount greater than or equal to \$800.00

A bill containing one of these modifiers of a CPT code must have a corresponding attachment file.

- 21, 22, 23, 25, 26, 62, 63, 66, 76, 77, 79, 80, 81, 82

All Category III codes require an attachment

- Zero bills will be rejected by vendor to the provider, but the attachment should be sent to NYSIF
  - (C4s that are sent for report purposes only and do not have a charge for services. Typically, this occurs in the follow-up status reports required post surgery. These C4s will have a zero dollar amount in the “Total Charge” field and must have a Procedure code. )
- Vendor must validate all HCPCS codes on a bill before they are accepted and passed onto NYSIF. The HCPCS codes are 5 position codes that start with an alpha character and end with 4 digits.
- Bill must include Valid HCPCS Code Modifiers
  - The following list contains the modifiers that a provider can add to the HCPCS code to more accurately describe the services provided.
  - If a bill is electronically submitted containing HCPCS codes, should a provider include a modifier with the HCPCS code then the modifier must be one of these listed.
  - If the modifier is not one of these listed the bill should be rejected back to the provider.

**Valid HCPCS Code Modifiers List**

A1	AP	CR	FA	GP	HN	KF	NU	QN	SG	T7	U3
A2	AQ	E1	FB	GQ	HO	KH	P1	QP	SH	T8	U4
A3	AR	E2	G2	GR	HP	KI	P2	QS	SJ	T9	U5
A4	AS	E3	G3	GS	HQ	KJ	P3	QT	SK	TA	U6
A5	AT	E4	G4	GT	HR	KM	P4	QV	SL	TC	U7
A6	AU	EJ	G5	GV	HS	KN	P5	QW	SN	TD	U8
A7	AV	EM	G6	GZ	HT	KO	P6	QX	SS	TE	UC
A8	AW	ET	G8	GI	JA	KP	PL	QY	ST	TF	UD
A9	AX	EY	G9	H9	JB	KQ	Q3	QZ	SU	TG	UE
AA	BA	F1	GA	HE	K0	KR	QC	RC	SV	TN	UF
AD	BL	F2	GB	HF	K1	KS	QD	RD	SW	TP	UG
AE	BO	F3	GC	HG	K2	LC	QE	RP	SY	TQ	UH
AF	CA	F4	GE	HH	K3	LD	QF	RR	T1	TS	UJ
AG	CB	F5	GF	HI	K4	LL	QG	RT	T2	TU	UK
AH	CC	F6	GK	HJ	KA	LS	QH	SA	T3	TV	VP
AJ	CD	F7	GL	HK	KB	LT	QK	SC	T4	TW	
AK	CE	F8	GN	HL	KC	MS	QL	SD	T5	U1	
AM	CF	F9	GO	HM	KD	NR	QM	SF	T6	U2	

- 6c. Vendor will reject all medical bills back to the provider to correct and resubmit.

**Medical Billing and Attachment Submission Process Business Rules continued:**

**7. Vendor Submission of Billing File and Attachments Rules:**

- Vendor will send the billing data to NYSIF via a NSF 2.0 file  
*C4 to HCFA1500 to NSF Showing Standard WC Edits and NYSIF Edit*
  - The layout on the NSF file is the data elements of the C4 and HCFA1500 which will be included in the NSF file by vendor. (See Appendix C)
  - Missing from the C4 is sex and Type of Service.
  - Missing from the HCFA 1500 and NSF are WCB Rating Code, WCB Case Number and WCB Authorization Number (this last data element will be supplied by vendor as part of the Provider Registration file).
- Vendor NSF file and associated attachments will be received **together** by NYSIF.
- Vendor will generate C4 or HCFAs images from billing data received.
- Vendor will confirm that bill image file matches what is in the billing data file.
- Image attachments will include the billing form image as the first page, followed by the supporting documentation, all in one .pdf file.
- The attachments file will not include extraneous images unrelated to the bill or the bill's supporting documentation.

8. NYSIF does not allow an NSF file to be sent with a duplicate name previously sent. The entire file is rejected back to vendor.

**8i. Additional Bill edits:**

**Vendor must edit provider bills according to the following criteria and reject any bills back to the provider that fail the following edits:**

RejCode	Rejection Message
1	Zero Bill.
2	Bill was submitted with an invalid NYSIF Claim No.
3	Bill was sent with wrong Claim No. Resubmit bill with Claim No. #####.
6	Injury Date can not be greater than the date of the bill.
7	Treatment Location Zip Code is not valid.
8	Bill contains invalid Date(s) of Service. Correct dates and resubmit bill.
10	Bill contains Date(s) of Service prior to the Date of Injury.
11	Bill contains invalid procedure code modifiers. Correct and resubmit the bill.
14	Duplicate of NYSIF bill # <<SUB>>, your account # <<SUB>>
15	DX pointer pointing to more than 1 Diagnosis Codes or repeated DX pointer.
16	Diagnosis code using more than one DX pointer or repeated code.



Exhibit T – TECHNICAL REQUIREMENTS (VENDOR PROJECT PLAN)

RejCode	Rejection Message
17	Bill date before one or more service dates on the bill.
18	Invalid Days or Units.
19	To and From Service Dates must be the same.
22	Anesthesia procedure must have start/end time or duration.
23	Incorrect ICD9 Diagnostic code.
24	More than one Modifier.
25	Dx Pointer is invalid.
26	Invalid ICD Procedure Code
27	Invalid Admin Diag Code
29	Bill Date must not be after the Receipt Date.
30	Receipt Date must not be after the Entry Date.
33	Claim is retired
34	No Case Manager assigned
35	Invalid vendor Bill Num.
36	Invalid Amount Billed.
37	Invalid Receipt Date
38	Invalid Bill Date
39	Claim is a death claim, use base claim.
40	Invalid Bill Type
41	Invalid Value Code
42	Invalid Rate Code
700	The same service cannot be billed on Multiple claims for the same entity.
800	Invalid HCPCS Code.
801	CPT Code requires a Provider Type.
802	Invalid CPT Code.
803	CPT Code invalid for the Provider Type.
804	CPT Code not valid for all Dates of Service.
805	Procedure Code is blank.

Exhibit T – TECHNICAL REQUIREMENTS (VENDOR PROJECT PLAN)

RejCode	Rejection Message
807	The internal code used can only be billed by a Hospital or Health Care Practice.
808	The internal code used can only be billed by In State Providers.
809	NDC Code is invalid.
810	If bill was submitted by vendor: NDC code cannot be changed to an internal code.
811	DRG Code is invalid
812	PASRate Code is invalid.
814	Invalid Place of Service Code.
900	Billing Provider is not on file.
901	Billing Provider requires a Treating Provider to be entered.
902	Billing Provider is not valid for a service date.
903	No Billing Provider Address.
904	This provider bill cannot be submitted electronically.
906	Billing Provider is invalid for Ambulatory Surgery Bill.
907	Please verify address for payment.
925	Treating Provider is not on file.
926	Treating Provider is not a member of the Billing Provider.
927	Treating Provider is not valid for a service date.
928	Treating Provider is duplicated in NYSIF Provider System.
929	NYS tx zip & out of state prov license; Verify prov license & tx location
950	Billing/Treating Provider Association is not valid for a service date.
908	NPI is blank or zero.

## Exhibit T – TECHNICAL REQUIREMENTS (VENDOR PROJECT PLAN)

RejCode	Rejection Message
930	Treating Provider address is required.

- 8j.** Vendor Provider Bill Inquiry System
- Vendor will make all current NYSIF Claims Unit Numbers and associated Claims Unit telephone number, as well as instructions to the provider on how to use the claim number to determine the unit number, available to the provider.
  - NYSIF will provide vendor with a list of all valid NYSIF Claims Units via an excel spreadsheet.
  - NYSIF will send updates to vendor as they are made available.

**Vendor Invoice Submission Process Technical Specifications (Process 10)**

The vendor Invoice submission consists of 2 parts – mailing of a hard copy of the vendor Invoice and electronic submission of the Vendor Invoice and the Vendor Invoice Details supporting the charges on the Vendor Invoice. The purpose of the electronic invoice is to provide NYSIF with the information needed to reconcile the Vendor Bill Invoice programmatically.

The vendor shall:

- submit their Vendor Invoice as hard copy to NYSIF via the USPS. Name and address to be provided when necessary,
- submit their Vendor Invoice electronically.
- Create a Vendor Invoice Details file in the form of an ASCII Text file. The ASCII text file will be comma delimited, CR LF (ASCII char(13) char(10) record terminator).  
**Note: Any field that might use the delimiter “,” in the contents of the field, must be wrapped with double quotes to prevent the record from rejecting. (e.g.. 01;”ABC, a company”)**
- create the ASCII Text file using the Vendor Invoice Details Layout defined below. All fields are required unless specified otherwise.
- name the ASCII Text file using the Vendor Invoice Details File Naming Convention defined below.
- encrypt the ASCII Text file and the Vendor Invoice using an agreed upon encryption methodology.
- transmit the ASCII Text file and the Vendor Invoice (.pdf) **together** via ftp. These files should not be zipped.
- transmit the ASCII Text file on a to be determined schedule.
- Decimal points are needed for all currency fields.
- Bill Amount should not be the bill amount on the paper bill. But should be the bill amount on the invoice. Example: Administration fee should be 1.00, additional fee should be 0.00 and bill amount should be 1.00.

**Vendor Invoice Details File Naming Convention**

Name	Type & Length	Description
Submitter ID	Char(9)	AB1234567
PayerID	Char(9)	ABCD12345
6 Digit Date	Char(6)	MMDDYY - Date of creation of file
File Number or Unique Number	Char(2)	2 Digit Sequence number of file
File Type	Char(3)	INV
Extension	Char	.CSV

Sample Record:

AB1234567ABCD1234501130601INV.CSV

Note: No underscores in the Vendor Invoice Details File Naming Convention.


**Vendor Invoice Details File Layout**

0 = Header Record		
Field Name	Type & Max Length	Description / Format
Record Identifier	Char(1)	0=Header Record
Processor Number	Char(10)	This number is assigned by NYSIF to identify the source of this invoice file. <b>Ex.) AB0000001</b>
Invoice Date	Number(8)	The date of the invoice file. Format: CCYYMMDD
Vendor Name	Char(20)	Vendor Name
Vendor Address	Char(20)	Vendor Address
Vendor Location City	Char(18)	Vendor City
Vendor Location State	Char(2)	Vendor State
Vendor Zip Code	Char(5)	Vendor Zip Code
Vendor Zip Plus	Char(4)	Vendor Zip Plus. Optional.
Vendor Telephone Number	Char(14)	Telephone Number Format: (999) 999-9999
Invoice Number	AlphaNumeric(14)	Unique invoice number/ID.
Invoice Start Date	Number(8)	First date of receipt for bills included on this invoice file. Format: CCYYMMDD
Invoice End Date	Number(8)	Last date of receipt for bills included on this invoice. Format: CCYYMMDD

1 = Bill Detail Record		
Field Name	Type & Max Length	Description / Format
Record Identifier	Number(1)	1= Bill Detail Record
Processor Number	Number(10)	This number is assigned by NYSIF to identify the source of this invoice.
Medical Bill Date	Number(8)	The bill date of the specific medical bill. Format: CCYYMMDD
Date of Service	Number(8)	The last date of service on the medical bill. Format: CCYYMMDD
EIN	Number(9)	Federal Tax ID number used on 1099 of the Billing provider.
License Number	Number(6)	State Medical License Number of treating provider.
Vendor Bill ID	Number(12)	Vendor Bill Number
Claim Number	Number(8)	NYSIF Carrier Case Number (i.e. Claim Number) associated with the medical bill record.
Administration Fee	Number(5).(2)	Administration fee for this bill record. Format: 99999.00
Additional Fee	Number(5).(2)	Any additional service fee for this bill record. Format: 99999.00
Bill Amount	Number(7).(2)	Total charges on this bill record. Bill Amount = Administration Fee + Additional Fee. Format: 9999999.00
Paper Bill Amount	Number(7).(2)	Total charges on paper bill. Format: 9999999.00

2 = Footer Control Record		
Field Name	Type & Max Length	Description / Format
Record Identifier	Char(1)	2 = Footer Control Record
Processor Number	Char(10)	This number is assigned by NYSIF to identify the source of this invoice.
Invoice Date	Number(8)	The date of this invoice. Format: CCYYMMDD
Invoice Number	AlphaNumeric(14)	Unique invoice number/ID.
Invoice Start Date	Number(8)	First date of receipt for bills included on this invoice. Format: CCYYMMDD
Invoice End Date	Number(8)	Last date of receipt for bills included on this invoice. Format: CCYYMMDD
Transaction Total	Number(8)	Total number of transactions being billed on this invoice.
Total Administration Fee	Number(8).(2)	Total Administration Fee for this invoice. Format: 99999999.00
Total Additional Fee	Charr(8).(2)	Sum of additional fees billed on this invoice. Format: 99999999.00
Current Amount Due	Number(10).(2)	Amount due for this invoice. Current Amount Due = Total Administration Fee + Total Additional Fee Format: 999999999.00
Outstanding Balance	Number(10).(2)	Any outstanding balance from previous invoices. Format: 999999999.00

## Sample Documents



## Doctor's Initial Report

**State of New York - Workers' Compensation Board**

C-4

Use this form to report the first time you treated the patient. (To report continued treatment, use Form C-4.2. To report permanent impairment, use Form C-4.3.)

Please answer all questions completely, attaching extra pages if necessary, and submit promptly to the Board, the insurance carrier and to the patient's attorney or licensed representative, if he/she has one; if not, send a copy to the patient. Failure to do so may delay the payment of necessary treatment, prevent the timely payment of wage loss benefits to the injured worker, create the necessity for testimony, and jeopardize your Board authorization. You may also fill out this form online at [www.wcb.ny.gov](http://www.wcb.ny.gov).

### A. Patient's Information

1. Name: \_\_\_\_\_ 2. Social Security #: \_\_\_\_\_  
Last First MI

3. Home phone #: (\_\_\_\_) \_\_\_\_\_ 4. WCB Case # (if known): \_\_\_\_\_ 5. Carrier Case #: \_\_\_\_\_

6. Mailing address: \_\_\_\_\_  
Number and Street City State Zip Code

7. Date of injury/onset of illness: \_\_\_\_/\_\_\_\_/\_\_\_\_ 8. Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ 9. Gender:  Male  Female

10. On the date of injury/illness what was the patient's job title or description: \_\_\_\_\_

11. On the date of injury/illness what were the patient's usual work activities: \_\_\_\_\_

12. Patient's Account #: \_\_\_\_\_

### B. Employer Information

1. Employer when injury occurred: \_\_\_\_\_ 2. Phone #: (\_\_\_\_) \_\_\_\_\_  
Company/Agency Name

3. Employer Address: \_\_\_\_\_  
Number and Street City State Zip Code

### C. Doctor's Information

1. Your name: \_\_\_\_\_ 2. WCB Authorization #: \_\_\_\_\_  
Last First MI

3. WCB Rating Code: \_\_\_\_\_ 4. Federal Tax ID #: \_\_\_\_\_ The Tax ID # is the (check one):  SSN  EIN

5. Office address: \_\_\_\_\_  
Number and Street City State Zip Code

6. Billing group or practice name: \_\_\_\_\_

7. Billing address: \_\_\_\_\_  
Number and Street City State Zip Code

8. Office phone #: (\_\_\_\_) \_\_\_\_\_ 9. Billing phone #: (\_\_\_\_) \_\_\_\_\_ 10. Treating Provider's NPI #: \_\_\_\_\_

11. You are a (check one):  Physician  Podiatrist  Chiropractor

### D. Billing Information

1. Employer's insurance carrier: \_\_\_\_\_ 2. Carrier Code #: W \_\_\_\_\_

3. Insurance carrier's address: \_\_\_\_\_  
Number and Street City State Zip Code

4. Diagnosis or nature of disease or injury:

Enter ICD9 Code:	ICD9 Descriptor:
(1) _____	_____
(2) _____	_____
(3) _____	_____
(4) _____	_____

Relate ICD9 codes in (1), (2), (3), or (4) to Diagnosis Code column on page 2 by line.

C-4.0 (1-11) Page 1 of 4
THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION
[www.wcb.ny.gov](http://www.wcb.ny.gov)


CONTINUATION TO CARRIER/EMPLOYER BILLING PORTION  
OF FORMS C-4, C-4.2, C-4.3, C-5, PS-4 or OT/PT-4

**Doctor's Name** 
**WCB Case Number** 
**Carrier Case Number** 
**Date of Accident or Injury**

**Patient** 
**Patient's Social Security Number:**

	A						B	C	D (USE WCB CODE)		E	F	G	H	I
	Dates of Service								Place of Service	Leave Bank					
	From	To	From	To	From	To									
	MM	DD	YY	MM	DD	YY			OPTHCPCS	MODIFIER					
7.															
8.															
9.															
10.															
11.															
12.															
13.															
14.															
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30.															
31.															





## Doctor's Progress Report

**State of New York - Workers' Compensation Board**

Use this form to report continuing services. (To report the first time you treated the patient, use Form C-4. To report permanent impairment, use Form C-4.3.)

C-4.2

Please answer all questions completely, attaching extra pages if necessary, and submit promptly to the Board, the insurance carrier and to the patient's attorney or licensed representative, if he/she has one; if not, send a copy to the patient. Failure to do so may delay the payment of necessary treatment, prevent the timely payment of wage loss benefits to the injured worker, create the necessity for testimony, and jeopardize your Board authorization. You may also fill out this form online at [www.wcb.ny.gov](http://www.wcb.ny.gov).

Date(s) of Examination: \_\_\_\_\_

WCB Case Number (if known): \_\_\_\_\_ Carrier Case Number (if known): \_\_\_\_\_

### A. Patient's Information

1. Name: \_\_\_\_\_ 2. Date of injury/illness: \_\_\_\_/\_\_\_\_/\_\_\_\_ 3. Soc. Sec. #: \_\_\_\_\_

Last First MI

4. Address (if changed from previous report): \_\_\_\_\_

Number and Street City State Zip Code

5. Patient's Account #: \_\_\_\_\_

### B. Doctor's Information

1. Your name: \_\_\_\_\_ 2. WCB Authorization #: \_\_\_\_\_

Last First MI

3. WCB Rating Code: \_\_\_\_\_ 4. Federal Tax ID #: \_\_\_\_\_ The Tax ID # is the (check one):  SSN  EIN

5. Office address: \_\_\_\_\_

Number and Street City State Zip Code

6. Billing Group or Practice Name: \_\_\_\_\_

7. Billing address: \_\_\_\_\_

Number and Street City State Zip Code

8. Office phone #: (\_\_\_\_) \_\_\_\_\_ 9. Billing phone #: (\_\_\_\_) \_\_\_\_\_ 10. Treating Provider's NPI #: \_\_\_\_\_

### C. Billing Information

1. Employer's insurance carrier: \_\_\_\_\_ 2. Carrier Code #: **W** \_\_\_\_\_

3. Insurance carrier's address: \_\_\_\_\_

Number and Street City State Zip Code

4. Diagnosis or nature of disease or injury:

Enter ICD9 Code: ICD9 Descriptor:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(4) \_\_\_\_\_

Relate ICD9 codes in (1), (2), (3), or (4) to Diagnosis Code column below by line.

Date(s) of Service						Place of Service	Leave Bank	Use WCB Codes		Diagnosis Code	\$ Charges	Days/ Units	COB	Zip code where service was rendered
From	To							Procedures, Services or Supplies	MODIFIER					
MM	DD	YY	MM	DD	YY		CPT/HCPCS							
<input type="checkbox"/> Check here if services were provided by a WCB preferred provider organization (PPO).											Total Charge	Amount Paid	Balance Due	
											\$	\$ (Carrier Use Only)	\$ (Carrier Use Only)	

### D. Examination and Treatment

1. Describe any diagnostic test(s) rendered at this visit: \_\_\_\_\_

C-4.2 (1-11) Page 1 of 2

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

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**HEALTH INSURANCE CLAIM FORM**

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05

PICA <input type="checkbox"/>										PICA <input type="checkbox"/>			
1. MEDICARE <input type="checkbox"/> MEDICAID <input type="checkbox"/> TRICARE CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input type="checkbox"/> FECA <input type="checkbox"/> OTHER <input type="checkbox"/> <small>(Medicare #) (Medicaid #) (Sponsor's SSN) (Member ID#) (SSN or ID) (SSN)</small>										1a. INSURED'S I.D. NUMBER (For Program in Item 1)			
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)					3. PATIENT'S BIRTH DATE MM DD YY			SEX M <input type="checkbox"/> F <input type="checkbox"/>		4. INSURED'S NAME (Last Name, First Name, Middle Initial)			
5. PATIENT'S ADDRESS (No., Street)					6. PATIENT RELATIONSHIP TO INSURED Self <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>			7. INSURED'S ADDRESS (No., Street)					
CITY			STATE		8. PATIENT STATUS Single <input type="checkbox"/> Married <input type="checkbox"/> Other <input type="checkbox"/>			CITY		STATE			
ZIP CODE			TELEPHONE (Include Area Code) ( )		Employed <input type="checkbox"/> Full-Time Student <input type="checkbox"/> Part-Time Student <input type="checkbox"/>			ZIP CODE		TELEPHONE (Include Area Code) ( )			
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)					10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input type="checkbox"/> NO b. AUTO ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO 10d. RESERVED FOR LOCAL USE			11. INSURED'S POLICY GROUP OR FECA NUMBER					
a. OTHER INSURED'S POLICY OR GROUP NUMBER					a. INSURED'S DATE OF BIRTH MM DD YY			SEX M <input type="checkbox"/> F <input type="checkbox"/>		b. EMPLOYER'S NAME OR SCHOOL NAME			
b. OTHER INSURED'S DATE OF BIRTH MM DD YY					b. AUTO ACCIDENT? PLACE (State)			c. INSURANCE PLAN NAME OR PROGRAM NAME					
c. EMPLOYER'S NAME OR SCHOOL NAME					c. OTHER ACCIDENT?			d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>If yes, return to and complete item 9 a-d.</i>					
d. INSURANCE PLAN NAME OR PROGRAM NAME					12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.  SIGNED _____ DATE _____			13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.  SIGNED _____					
14. DATE OF CURRENT ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY (LMP) MM DD YY					15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS. GIVE FIRST DATE MM DD YY			16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY					
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE					17a. _____ 17b. NPI _____			18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY					
19. RESERVED FOR LOCAL USE					20. OUTSIDE LAB? <input type="checkbox"/> YES <input type="checkbox"/> NO			\$ CHARGES					
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (List all items 1, 2, 3 or 4 to item 24E by Line) 1. _____ 2. _____ 3. _____ 4. _____					22. MEDICAID RESUBMISSION CODE			ORIGINAL REF. NO.					
23. PRIOR AUTHORIZATION NUMBER					24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY			B. PLACE OF SERVICE		C. EMG			
24. D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCP/CS MODIFIER					E. DIAGNOSIS POINTER			F. \$ CHARGES		G. DRUGS OR UNITS			
24. H. SPEC. (Family Plan)					I. ID. QUAL.			J. RENDERING PROVIDER ID. #					
1										NPI			
2										NPI			
3										NPI			
4										NPI			
5										NPI			
6										NPI			
25. FEDERAL TAX I.D. NUMBER					26. PATIENT'S ACCOUNT NO.			27. ACCEPT ASSIGNMENT? (or govt. charges, see back) <input type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE \$		29. AMOUNT PAID \$	
30. BALANCE DUE \$					31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)  SIGNED _____ DATE _____			32. SERVICE FACILITY LOCATION INFORMATION a. NPI b. _____			33. BILLING PROVIDER INFO & PH # ( ) a. NPI b. _____		

CARRIER  
PATIENT AND INSURED INFORMATION  
PHYSICIAN OR SUPPLIER INFORMATION



**Specialty Classifications for the New York Workers' Compensation Fee Schedule**

The WC Specialty of the provider will be in the provider file, so NYSIF will have that information, however a provider is supposed to data enter same on the C4. Provider should enter data automatically, whether the bill is from vendor or not. Vendor should edit for it, because if bill is paid manually, case manager will see right away what kind of provider rendered service. NYSIF shouldn't have to do anything.

AL	Allergy & Immunology	NEPH	Nephrology
DLI	Diagnostics Laboratory Immunology	NPER	Neonatal - Perinatal Medicine
AN	Anesthesiology	PHO	Hematology - Oncology
CCM	Critical Care Medicine	PUL	Pulmonology
PM	Pain Management	PA	Pathology
CRS	Colon & Rectal Surgery	AP	Anatomic Pathology
D	Dermatology	BB	Blood Banking/Transfusion Medicine
DP	Dermatopathology	CLP	Clinical Pathology
DI	Dermatological Immunity/Diagnostic Laboratory Immunology	CP	Chemical Pathology
EM	Emergency Medicine	CY	Cytopathology
FP	Family Practice	DP	Dermatopathology
GM	Geriatric Medicine	FOP	Forensic Pathology
GP	General Medicine	HEM	Hematology
IM	Internal Medicine	IP	Immunology
CD	Cardiology	MMB	Medical Microbiology
CE	Cardiac Electrophysiology	NP	Neuropathology
CVD	Cardiovascular Diseases	RP	Radioisotopic Pathology
CCM	Critical care Medicine	PM	Preventive Medicine
DLI	Diagnostic Laboratory Immunology	AM	Aerospace Medicine
END	Endocrinology & Metabolism	GPM	General Preventive Medicine
GE	Gastroenterology	OM	Occupational Medicine
GM	Geriatric Medicine	PH	Public Health
HEM	Hematology	PMR	Physical Medicine & Rehabilitation
ID	Infectious Diseases	PN	Psychiatry & Neurology
ONCL	Medical Oncology	CHN	Child Neurology
NEPH	Nephrology	CHP	Child Psychiatry
PD	Pulmonary Diseases	N	Neurology
RHE	Rheumatology	P	Psychiatry
NS	Neurological Surgery	PS	Plastic Surgery
CCM	Critical Care Medicine	HS	Hand Surgery
NUM	Nuclear Medicine	R	Radiology
NR	Nuclear Radiology	DRA	Diagnostic Radiology
RP	Radioisotopic Pathology	DRNA	Diagnostic Radiology with Special Competence in Nuclear Radiology
O	Ophthalmology	DRP	Diagnostic Radiological Physics
OG	Obstetrics & Gynecology	MNP	Medical Nuclear Physics
CCM	Critical Care Medicine	RAO	Radiation Oncology
MFM	Maternal & Fetal Medicine	RP	Radiological Physics
ONC	Gynecologic Oncology	RT	Radium Therapy
RE	Reproductive Endocrinology	TRA	Therapeutic Radiology
OL	Otolaryngology	TRP	Therapeutic Radiological Physics
OS	Orthopedic Surgery	S	Surgery
HS	Hand Surgery	GVS	General Vascular Surgery
P	Pediatrics	PDS	Pediatric Surgery
CD	Cardiology	SCC	Surgical Critical Care
DLI	Diagnostic Laboratory Immunology	TS	Thoracic Surgery
		U	Urology

NYSIF/Vendor Test Scenarios

Scenario#	Individual Requirement Component Description	Corresponding VENDOR/NYSIF Edits	Patient Acct#	Test Comments	Expected Results
G-1a	Duplicate Checking	1	G0001P		Bill Accepted
G-1b	Duplicate Checking	1	G0001F	Duplicate Bill	Bill Rejected
G-2a	Payer ID	2	G0002P		Bill Accepted
G-2b	Payer ID	2	G0002F	No Payer ID	Bill Rejected
G-3a	Claim Verify	3,5	G0003P		Bill Accepted
G-3b	Claim Verify	3,5	G0003F	Missing SSN unable to match	Bill Rejected
G-4a	Date of Injury	4	G0004P		Bill Accepted
G-4a	Date of Injury	4	G0004F	Missing DOI	Bill Rejected
G-5	SSN	5		Tested in G-3a, G-3b	
G-6a	Carrier Case Number	6	G0006P		Bill Accepted
G-6a	Carrier Case Number	6	G0006F	Missing Carrier Case Number	Bill Rejected
G-7a	ICD DX Code Present	7,8	G0007P		Bill Accepted
G-7b	ICD DX Code Valid	7	G0007F	Missing ICD9 DX	Bill Rejected
G-7c	ICD DX Code Valid	8	G0007F	ICD9 DX Invalid	Bill Rejected
G-8a	CPT/HCPCS Code Present	9	G0008P		Bill Accepted
G-8b	CPT Code	9	G0008F	Missing CPT/HCPCS Code	Bill Rejected
G-9a	CPT Code	10	G0009F	CPT Code invalid	Bill Rejected
G-9b	HCPCS Code	11	G0009P	HCPCS Code Invalid	Bill Accepted?
G-9c	NYSIF Codes	12	G0009P	NYSIF Code	Bill Accepted
G-10a	Modifier present and valid	13	G0010P		
G-10b	Modifier present and valid	13	G0010F	Modifier missing and invalid	Bill Rejected
G-11a	Code 99070, E1399 require description	14,15	G0011P		Bill Accepted
G-11b	Code 99070, E1399 require description	14,15	G0011F	Code 99070 and E1399 missing description	Bill Rejected
G-12a	Required data elements: - Patient First Name - Patient Last Name - Patient Address 1 - Patient City - Patient State - Patient Zip	16,17	G0012P		Bill Accepted
G-12b	Required data elements: - Patient First Name - Patient Last Name - Patient Address 1 - Patient City - Patient State - Patient Zip	16,17	G0012F	Missing required data elements	Bill Rejected
G-13a	Required element - Service Date - Units - Charge Amount - Total Charges	18,21,22,25	G0013P		Bill Accepted
G-13b	Required element - Service Date - Units - Charge Amount - Total Charges	18,21,22,25	G0013P	Missing required data elements	Bill Rejected
G-14a	Date of Service vs DOI	19	G0014F	DOS is less than DOI	Bill Rejected
G-14b	Date of Service vs Signature Dt (Billing dt)	20	G0014F	DOS is greather than Sign Dt	Bill Rejected
G-15	Zero charge bill	23	G0015F	Zero charge bill	Bill Rejected Attachment Accepted

## Exhibit T – TECHNICAL REQUIREMENTS (VENDOR PROJECT PLAN)

G-16	Anesthesia	24	G0016F	Anesthesia bill	Bill Rejected
G-17a	Required elements - Doctor/Supplier Name - Signature Date - Address, City, State, Zip	26,27,28,29	G0017P		Bill Accepted
G-17b	Required elements - Doctor/Supplier Name - Signature Date - Address, City, State, Zip	26,27,28,29	G0017F	Missing required data elements	Bill Rejected
G-18a	Bill w/ 25+ service lines	30	G0018P	Service lines = 30 - split into 25 & 5	Bill Accepted and split
G-18b	Bill w/ 25+ service lines many dates same	30	G0018P	Service lines = 30 but many dates the same, (can't split dates) - split into xx and xx	Bill Accepted and split
G-18c	Bill w/ 25+ service lines	30	G0018F	Service lines = 30 and SSN is missing	Bill Rejected and not split
G-19a	Bill w/multiple units	31	G0019P	Bill has CPT code with 5 units	Bill Accepted and split
G-19b	Bill w/multiple units	31	G0019P	Bill has HCPCS code with 5 units	Bill Accepted and not split
G-20a	Attachments required	32	G0020P	Bill has code 99201 and no attachment	Bill Accepted
G-20b	Attachments required	32	G0020F	Bill has code 99205 and no attachment	Bill Rejected

In addition to this we would like to see all bill types tested as well as one record that tests all the max lengths of the fields. Also need test bills contain NDC code, revenue code, anesthesia code- start/end time.

**Example Vendor Paper Invoice**

For Invoice illustration purposes only

Tax id: 99-0000000

Date:	June 18, 2004
Invoice:	104
Account:	ABCD12345

New York State Insurance Fund  
 199 Church Street  
 New York, NY 10007

Att: Marilyn Carretta Claims  
 Administration, Fourth Floor

May-04

DESCRIPTION	RATE	SERVICE FEE
EDI transactions	x.xx	xx,xxx.xx
Monthly Database Fee		xxx.xx
Transation Total 10000		
Current amount due:		\$ -
Sales Tax ( applicable to Connecticut and Texas only)		
Outstanding balance from prior month:		
<b>TOTAL AMOUNT DUE:</b>		<b>\$ -</b>

For questions regarding this invoice, please call: 1-800-555-5555

All Fees are due 45 days upon receipt of invoice.

< Please return bottom portion with your payment payable to Vendor LLC >

	Invoice:	104
	Account:	WCNY13401
	Total Due:	
Amount Enclosed:		<b>xx,xxx.xx</b>
<b>MAIL PAYMENT TO:</b>		
<b>Vendor's Name</b>		
<b>Vendor's Street Address</b>		
<b>Vendor's City, State and Zip</b>		

**Exhibit T – TECHNICAL REQUIREMENTS (VENDOR PROJECT PLAN)  
NSF File Layout/CMS1500/C-4/UB04Form Mapping**

Field	NSF REC	NSF FLD	COL	LEN	Data Type	CMS-1500	C-4 Form	UB-04	Vender Required
Processor Name	AA0	6	41	33	A/N				T
Identifier	First 3 digits of each line				A/N				T
Receipt Date	AA0	15	213	8	Date-YYYYMMDD	N/A	N/A	N/A	T
Type of Bill	BA1	19	237	4	N	None	None	4	
Claim Number	DA0	28	236	8	N	10D,1a,11	Carrier Case Number	60	T
Patient SSN	DA0	18	157	9	N	1A	Inj Pers SSN	Inj Pers SSN	T, Can be zeros
Admission Date	EA0	26	155	8	Date-YYYYMMDD	All zeros	All zeros	Box 6 (Left)	F
Discharge Date	EA0	27	163	8	Date-YYYYMMDD	All zeros	All zeros	Box 6 (right)	F
Diagnosis Code 1 (ICD9 and ICD10)	EA0	30	179	7	A/N – Implied decimal	21	D #4 (1-4)	67	T (At least 1 Diag Code)
Diagnosis Code 2 (ICD9 and ICD10)	EA0	31	186	7	A/N – Implied decimal	21	D #4 (1-4)	67A	T (At least 1 Diag Code)
Diagnosis Code 3 (ICD9 and ICD10)	EA0	32	193	7	A/N – Implied decimal	21	D #4 (1-4)	67B	T (At least 1 Diag Code)
Diagnosis Code 4 (ICD9 and ICD10)	EA0	33	284	7	A/N – Implied decimal	21	D #4 (1-4)	67C	T (At least 1 Diag Code)
Bill Date	EA0	36	201	8	Date-YYYYMMDD	31	21	Creation Dt	F
Diagnosis Code 5 (ICD 9 and ICD 10)	EA0	49	291	7	A/N - Implied decimal	None - should be blank	None - should be blank	67D	F
Diagnosis Code 6 (ICD 9 and ICD 10)	EA0	49	298	7	A/N - Implied decimal	None - should be blank	None - should be blank	67E	F
Diagnosis Code 7 (ICD 9 and ICD 10)	EA0	50	305	7	A/N - Implied decimal	None - should be blank	None - should be blank	67F	F
Diagnosis Code 8 (ICD 9 and ICD 10)	EA0	50	312	7	A/N - Implied decimal	None - should be blank	None - should be blank	67G	F



Exhibit T – TECHNICAL REQUIREMENTS (VENDOR PROJECT PLAN)

Diagnosis Code 9 (ICD 9 and ICD 10)	EA2	50	230	7	A/N - Implied decimal	None - should be blank	None - should be blank	67H	F
Admin Diagnosis code (ICD 9 and ICD 10)	EA2	50	279	7	A/N - Implied decimal	None - should be blank	None - should be blank	69	F
Treating Zip Code	EA1	10	135	5	N	32	22,12I	Box 1 (if blank then box 2)	T(if different than billing address box)
Procedure 1 (ICD9 and ICD10)	EA1	25	291	7	A/N - Implied decimal	None - should be blank	None - should be blank	74	F
Procedure 2 (ICD9 and ICD10)	EA1	25	298	7	A/N - Implied decimal	None - should be blank	None - should be blank	74A	F
Procedure 3 (ICD9 and ICD10)	EA1	25	305	7	A/N - Implied decimal	None - should be blank	None - should be blank	74B	F
Procedure 4 (ICD9 and ICD10)	EA1	25	312	7	A/N - Implied decimal	None - should be blank	None - should be blank	74C	F
Procedure 5 (ICD9 and ICD10)	EA2	26	307	7	A/N - Implied decimal	None - should be blank	None - should be blank	74D	F
Procedure 6 (ICD9 and ICD10)	EA2	26	314	7	A/N - Implied decimal	None - should be blank	None - should be blank	74E	F
DRG Code	EA2	94	225	3	N	None - should be zeros	None - should be zeros	71	F
PASRate Code	EA2	94	228	2	N	None - should be zeros	None - should be zeros	can be anywhere	F
Diagnosis Code 10 (ICD 9 and ICD10)	EA2	94	237	7	A/N - Implied decimal	None - should be blank	None - should be blank	67I	F
Diagnosis Code 11 (ICD 9 and ICD10)	EA2	95	244	7	A/N - Implied decimal	None - should be blank	None - should be blank	67J	F
Diagnosis Code 12 (ICD 9 and ICD10)	EA2	95	251	7	A/N - Implied decimal	None - should be blank	None - should be blank	67K	F
Diagnosis Code 13 (ICD 9 and ICD10)	EA2	95	258	7	A/N - Implied decimal	None - should be blank	None - should be blank	67L	F

Exhibit T – TECHNICAL REQUIREMENTS (VENDOR PROJECT PLAN)

Diagnosis Code 14 (ICD 9 and ICD10)	EA2	95	265	7	A/N - Implied decimal	None - should be blank	None - should be blank	67M	F
Diagnosis Code 15 (ICD 9 and ICD10)	EA2	95	272	7	A/N - Implied decimal	None - should be blank	None - should be blank	67N	F
Diagnosis Code 16 (ICD 9 and ICD10)	EA2	95	279	7	A/N - Implied decimal	None - should be blank	None - should be blank	67O	F
Diagnosis Code 17 (ICD 9 and ICD10)	EA2	95	286	7	A/N - Implied decimal	None - should be blank	None - should be blank	67P	F
Diagnosis Code 18 (ICD 9 and ICD10)	EA2	95	293	7	A/N - Implied decimal	None - should be blank	None - should be blank	67Q	F
Date Service From	FA0	5	40	8	Date-YYYYMMDD	24A	13A	45	T(minimum 1 required)
Date Service To	FA0	6	48	8	Date-YYYYMMDD	24A	13A		F
Place of Service	FA0	7	56	2	N	24B			T
Procedure Code	FA0	9	60	5	A/N	24D	13D	44	T
Modifier 1	FA0	10	65	2	A/N	24D	13D		T(Required for some Procedure codes)
Modifier 2	FA0	11	67	2	A/N	24D	13D		T(Required for some Procedure codes)
Modifier 3	FA0	12	69	2	A/N	24D	13D		T(Required for some Procedure codes)
DX Pointer 1	FA0	14	78	1	A/N	24E	13E		T(minimum 1 required)
DX Pointer 2	FA0	15	79	1	A/N	24E	13E		T(minimum 1 required)
DX Pointer 3	FA0	16	80	1	A/N	24E	13E		T(minimum 1 required)
DX Pointer 4	FA0	17	81	1	A/N	24E	13E		T(minimum 1 required)
Billed Amount	FA0	13	250	9	N -Implied decimal	24F	13F	47	T
Days	FA0	18	82	4	N	24G	13G	46	T
Revenue Code	FA0	50	246	4	N	None - should be zeros	None - should be zeros	42	F
NDC	FB0	15	110	11	N	24D			T(pharmacy bills only)



## APPENDIX E

### VENDOR RESPONSIBILITY QUESTIONNAIRE

Each Contracting Agency conducts a review of prospective contractors (“vendors”) to provide reasonable assurances that the vendor is responsible. This questionnaire is used for all non-construction contracts with a contract value of \$100,000.00 or more and is designed to provide information to assess a vendor’s authorization to do business in New York State, as well as your business integrity, financial and organizational capacity, and performance history. (Review of construction contractors will be based upon the Uniform Contracting Questionnaire developed by the Council of Contracting Agencies.)

Each vendor must answer every question contained in this questionnaire. Where a response requires additional information, the vendor must attach a written response that adequately details the requested information. Please number each response to match the question number. The completed questionnaire and attached responses will become part of the procurement record.

In order to expedite the required review, when providing additional information for a “YES” answer to Questions 14 a-s, or any other response which requires additional explanation, your information and responses should address the relationship of the issue to the proposed contract. Be brief, concise and to the point. Discuss as appropriate the following:

- Provide a description of the issue and identify the actions taken or currently being implemented to ensure that the issue will not occur again.
- State whether the staff and/or organizational component involved in the identified issue(s) will work on the proposed contract. If so, provide information to assure the agency that the issue will not be repeated.
- Identify the relationship (or lack thereof) between the product/services involved in the issue and the type of product/services proposed for this contract.
- State whether the issue will affect your financial or organizational ability to perform under the proposed contract.
- Provide copies of relevant documents or any other information that would assist the agency in its vendor responsibility evaluation.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing vendor’s business and operations, as an owner or officer of the vendor must attest to the questionnaire information. Please be advised that at the end of this questionnaire, you must certify, under oath, all responses given.

New York State  
Standard Vendor Responsibility Questionnaire

**VENDOR FEIN:** \_\_\_\_\_

1. Legal Business Name: \_\_\_\_\_

2. Federal Employer ID # (FEIN): \_\_\_\_\_

3. D/B/A — Doing Business As (if applicable): \_\_\_\_\_

County filed: \_\_\_\_\_

4. Website Address (if applicable): \_\_\_\_\_

5. Principal Place of Business Address: \_\_\_\_\_

6. Telephone Number: \_\_\_\_\_ 7. Fax Number: \_\_\_\_\_

8. Authorized Contact for this Questionnaire:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

9. Type of Business: (please check appropriate box and provide additional information)

Corporation. State of Incorporation: \_\_\_\_\_

Sole Proprietor. State/County filed in: \_\_\_\_\_

General Partnership. State/County filed in: \_\_\_\_\_

Not-for-Profit Corporation. Charities Registration Number: \_\_\_\_\_

Limited Liability Company (LLC). Jurisdiction filed: \_\_\_\_\_

Limited Partnership. State/County filed in \_\_\_\_\_

Other - Specify: \_\_\_\_\_ Jurisdiction filed (if applicable) \_\_\_\_\_

10. If not incorporated or formed in New York State, please provide a current Certificate of Good Standing from your state or applicable local jurisdiction.

New York State  
Standard Vendor Responsibility Questionnaire

**VENDOR FEIN:** \_\_\_\_\_

11. List Name and Title of each principle, owner, officer, major stockholder (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), director, and member, as applicable:

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_
- e) \_\_\_\_\_
- f) \_\_\_\_\_
- g) \_\_\_\_\_
- h) \_\_\_\_\_

12. Authorized Contact for the Proposed Contract:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

13. Does the vendor use, or has it used in the past five (5) years, any other business name, FEIN, or D/B/A other than what is listed in Questions 1-3 above?

Yes

No

**If yes**, provide the name(s), FEIN(s) and D/B/A(s) and the address for each such company and D/B/A on a separate piece of paper and attach to this response.

New York State  
Standard Vendor Responsibility Questionnaire

**VENDOR FEIN:** \_\_\_\_\_

14. Within the past five (5) years, has the vendor, any principal, owner, officer, major stockholder (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate<sup>1</sup> or any person involved in the bidding, contracting or leasing process been the subject of any of the following:

(a) a judgment or conviction for any business-related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct?  Yes  No

---

(b) a criminal investigation or indictment for any business-related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct?  Yes  No

---

(c) an unsatisfied judgment, injunction or lien for any business-related conduct obtained by any federal, state or local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency?  Yes  No

---

(d) an investigation for a civil or criminal violation for any business-related conduct by any federal, state or local agency?  Yes  No

---

(e) a grant of immunity for any business-related conduct constituting a crime under federal, state or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?  Yes  No

---

(f) a federal, state or local government suspension or debarment from the contracting process?  Yes  No

---

(g) a federal, state or local government contract suspension or termination for cause prior to the completion of the term of a contract?  Yes  No

---

(h) a federal, state or local government denial of a lease or contract award for non-responsibility?  Yes  No

---

(i) an administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease?  Yes  No

<sup>1</sup> "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

New York State  
Standard Vendor Responsibility Questionnaire

**VENDOR FEIN:** \_\_\_\_\_

- |  |                          |     |                          |    |
|--|--------------------------|-----|--------------------------|----|
| (j) a federal, state or local determination of a willful violation of any public works or labor law or regulation?   | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| (k) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?   | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| (l) a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?                           | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| (m) an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| (n) a rejection of a bid on a New York State contract or a lease with the State for failure to comply with the MacBride Fair Employment Principles?  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| (o) a citation, violation order, pending administrative hearing or proceeding or determination issued by a federal, state or local government for violations of  |                          |     |                          |    |
| - health laws, rules or regulations  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| - unemployment insurance or workers' compensation coverage or claim requirements   | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| - ERISA (Employee Retirement Income Security Act)  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| - human rights laws  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| - federal U.S. Citizenship and Immigration Services laws   | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| - Sherman Act or other federal anti-trust laws   | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| (p) entered into an agreement to a voluntary exclusion from contracting with a federal, state or local governmental entity   | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| (q) a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| (r) a rejection of a low bid on a federal, state or local contract for failure to meet statutory affirmative action or Minority or Women's Business Enterprise or Disadvantaged Business Enterprise status requirements on a previously held contract? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| (s) a finding of non-responsibility by an agency or authority due to a violation of State Finance Law §139-j?  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |

**For each YES answer to Question 14, items a-s, provide details on additional sheets regarding the finding, including but not limited to Cause, Current Status, Resolution, etc.**



New York State  
Standard Vendor Responsibility Questionnaire

**VENDOR FEIN:** \_\_\_\_\_

15. During the past three (3) years, has the vendor failed to:

(a) File returns or pay any applicable Federal, State, or Local Government Taxes  Yes  No

**If yes**, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability:

\_\_\_\_\_

(b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE?  Yes  No

**If yes**, indicate the years the company failed to file/pay the insurance and the current status of the liability:

\_\_\_\_\_

16. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing?  Yes  No

**If yes**, indicate if this is applicable to the submitting vendor or one of its affiliates: \_\_\_\_\_

If it is an affiliate, include the affiliate's name and FEIN: \_\_\_\_\_

Provide the court name, address and docket number: \_\_\_\_\_

Indicate if the proceedings have been initiated, remain pending or have been closed: \_\_\_\_\_

If closed, provide the date closed: \_\_\_\_\_

17. Does vendor have the financial resources necessary to fulfill the requirements of the proposed contract?  Yes  No



APPENDIX F  
NYS CERTIFICATIONS

Company Name: \_\_\_\_\_

**Is your firm a New York resident business?**

Yes  No

**Total number of people employed by your firm:**

company-wide: \_\_\_\_\_

in New York City: \_\_\_\_\_

**Is your firm a NYSESD certified MINORITY ENTERPRISE as defined in Executive Law Article 15-A?**

Yes  No

*(If yes, attach a copy of your current New York State certification letter.)*

**Is your firm a NYSESD certified WOMEN-OWNED ENTERPRISE as defined in Executive Law Article 15-A?**

Yes  No

*(If yes, attach a copy of your current New York State certification letter.)*

**Does your firm purchase goods or services or subcontract with any New York State certified minority or women-owned enterprises?**

Yes  No

**Is your firm a NYSOGS certified SERVICE DISABLED VETERAN OWNED BUSINESS as defined in Executive Law Article 17-B?**

Yes  No

*(If yes, attach a copy of your current New York State certification letter.)*



## APPENDIX G

### ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of the contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State businesses be used in the performance of this contract?  Yes  No

If yes, identify New York State businesses that will be used and enter identifying information below. Include the name, FEIN, and estimated expenditures.

<u>Business Name</u>	<u>FEIN</u>	<u>Dollar Value</u>	<u>Description of Work</u>
----------------------	-------------	---------------------	----------------------------

APPENDIX H

Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

\_\_\_\_\_

Bid Number: \_\_\_\_\_

Date: \_\_\_\_\_

- 1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer questions 2-4; otherwise, proceed to 5:

- 2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please circle):

No Yes

- 3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

- 4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

- 5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

APPENDIX H

**Disclosure of Prior Non-Responsibility Determinations**

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

Bidder certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



# Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

# ST-220-CA

(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name		For covered agency use only Contract number or description	
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)		Estimated contract value over the full term of contract (but not including renewals)	
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		\$
Contractor's telephone number	Covered agency name		
Covered agency address		Covered agency telephone number	

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with \_\_\_\_\_  
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(sign before a notary public)

\_\_\_\_\_  
(title)

## Instructions

### General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

**Note:** Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

### When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).



Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me personally appeared \_\_\_\_\_,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
\_he resides at \_\_\_\_\_,
Town of \_\_\_\_\_,
County of \_\_\_\_\_,
State of \_\_\_\_\_; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): \_he executed the foregoing instrument in his/her name and on his/her own behalf.
(If a corporation): \_he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): \_he is a \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
(If a limited liability company): \_he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).
This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.
This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?
Internet access: www.nystax.gov (for information, forms, and publications)
Fax-on-demand forms: 1 800 748-3676
Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
To order forms and publications: 1 800 462-8100
From areas outside the U.S. and outside Canada: (518) 485-6800
Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.



# Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

# ST-220-TD

(5/07)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name				
Contractor's principal place of business		City	State	ZIP code
Contractor's mailing address (if different than above)				
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)		Contractor's telephone number ( )
Covered agency or state agency	Contract number or description		Estimated contract value over the full term of contract (but not including renewals) \$	
Covered agency address			Covered agency telephone number	

## General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a*, (as amended, effective April 26, 2006), available at [www.nystax.gov](http://www.nystax.gov). Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

**Note:** Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT  
DATA ENTRY SECTION  
W A HARRIMAN CAMPUS  
ALBANY NY 12227**

## Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227.

## Need help?



**Internet access:** [www.nystax.gov](http://www.nystax.gov)  
(for information, forms, and publications)



**Fax-on-demand forms:** 1 800 748-3676



**Telephone assistance** is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.

To order forms and publications: 1 800 462-8100

**Sales Tax Information Center:** 1 800 698-2909

From areas outside the U.S. and outside Canada: (518) 485-6800

**Hearing and speech impaired** (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110



**Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_  
*(name)* *(title)*  
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

**Complete Sections 1, 2, and 3 below. Make only one entry in each section.**

**Section 1 — Contractor registration status**

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 2 — Affiliate registration status**

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 3 — Subcontractor registration status**

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
*(sign before a notary public)*

\_\_\_\_\_  
*(title)*



**Individual, Corporation, Partnership, or LLC Acknowledgment**

STATE OF \_\_\_\_\_ }  
 : SS.:  
COUNTY OF \_\_\_\_\_ }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that  
\_he resides at \_\_\_\_\_,  
Town of \_\_\_\_\_,  
County of \_\_\_\_\_,  
State of \_\_\_\_\_; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

- (If an individual): \_he executed the foregoing instrument in his/her name and on his/her own behalf.
- (If a corporation): \_he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- (If a partnership): \_he is a \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- (If a limited liability company): \_he is a duly authorized member of \_\_\_\_\_ LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_

## APPENDIX O

### **CONTRACTOR CONSULTANT LAW Form A**

Effective June 19, 2006, Chapter 10 of the Laws of 2006 amended the Civil Service and State Finance Laws, relative to maintaining certain information on contract employees working under State agency service and consulting contracts. State agency consultant contracts are defined as “contracts entered into by a state agency for *analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services*”. The amendments require that certain contract employee information be provided to the state agency awarding such contracts, the Office of the State Comptroller (OSC), the Division of the Budget (DOB) and the Department of Civil Service (CS).

To meet these new requirements, the Contractor agrees to complete Form A - Contractor’s Planned Employment Form.

A listing of employment categories, which is a required column on the form, can be found at the following link:

<http://www.onetonline.org/>

## APPENDIX O

<b>OSC Use Only:</b> Reporting Code: Category Code: Date Contract Approved:
--

**FORM A**

<b>State Consultant Services - Contractor's Planned Employment          From Contract Start Date Through The End Of The Contract Term</b>	
State Agency Name: NYS Insurance Fund	Agency Code: 7010204
Contractor Name:	Contract Number:
Contract Start Date:	Contract End Date: / /

Employment Category	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page			
Grand Total			

Name of person who prepared this report:			
Title:	Phone #:		
Preparer's Signature:			
Date Prepared: / /			
(Use additional pages, if necessary)			Page of

## Contractor Consultant Law Form B

*Form B - Contractor's Annual Employment Report.* By May 15<sup>th</sup> of each year of the contract, the contractor agrees to report the following information to the State agency awarding the contract, or, if the contractor has provided contract employees pursuant to an OGS centralized contract, such report must be made to the State agency purchasing from such contract:

1. Total number of employees employed to provide the consultant services, by employment category.
2. Total number of hours worked by such employees.
3. Total compensation paid to all employees that performed consultant services under such Contract.\*

Form B is required for each covered consultant contract in effect at any time between the preceding April 1<sup>st</sup> through March 31<sup>st</sup> fiscal year or for the period of time such contract was in effect during such prior State fiscal year.

For more information on this requirement, please see the NYS Office of the State Comptroller's Guide to Financial Operations Section [XI.18.C Consultant Disclosure Legislation](#).

To determine employment categories, you may access the U.S. Department of Labor Employment and Training Administration's O\*NET database - [www.online.onetcenter.org](http://www.online.onetcenter.org) – and select “Find Occupations”.

*\*NOTE: The information to be reported is applicable only to those employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to employees of Subcontractors who perform any part of the service contract or any part of the covered consultant contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an employee in a clerical, support, organizational or other administrative capacity.*

Contractor agrees to simultaneously report such information to the Department of Civil Service and the Office of the State Comptroller as designated below:

<b>NYSIF</b>	<b>Department of Civil Service</b>	<b>OSC-Bureau of Contracts</b>
contracts@nysif.com	Alfred E. Smith Office Building	110 State St., 11 <sup>th</sup> Floor
	Albany, NY 12239	Albany, New York 12236
	Attn: Counsel's Office	Attn: Consultant Reporting

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual employee names or social security numbers are set forth on a document, the State agency making such disclosure is obligated to redact both the name and social security number prior to disclosure.

Should you have any questions, please contact the NYSIF Procurement Unit at 518-437-4360 (phone), 518-437-4209 (fax), or [contracts@nysif.com](mailto:contracts@nysif.com) (email).



## APPENDIX O

**FORM B**

<b>OSC Use Only:</b> Reporting Code: Category Code:
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<b>State Consultant Services</b> <b>Contractor's Annual Employment Report</b> <b>Report Period: April 1,      to March 31,</b>
--

Contracting State Agency Name:	Agency Code:
Contract Number:	
Contract Term:    /    /      to    /    /	
Contractor Name:	
Contractor Address:	
Description of Services Being Provided:	

<b>Scope of Contract (Choose one that best fits):</b> Analysis <input type="checkbox"/> Evaluation <input type="checkbox"/> Research <input type="checkbox"/> Training <input type="checkbox"/> Data Processing <input type="checkbox"/> Computer Programming <input type="checkbox"/> Other IT consulting <input type="checkbox"/> Engineering <input type="checkbox"/> Architect Services <input type="checkbox"/> Surveying <input type="checkbox"/> Environmental Services <input type="checkbox"/> Health Services <input type="checkbox"/> Mental Health Services <input type="checkbox"/> Accounting <input type="checkbox"/> Auditing <input type="checkbox"/> Paralegal <input type="checkbox"/> Legal <input type="checkbox"/> Other Consulting <input type="checkbox"/>
---

Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
<b>Total this page</b>			
<b>Grand Total</b>			

Name of person who prepared this report: Preparer's Signature: _____ Title: _____ Phone #: _____ Date Prepared:    /    /
--

# APPENDIX S

## Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at:

[http://ogs.ny.gov/Core/docs/CertifiedNYS\\_SDVOB.pdf](http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf)

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and

functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated public procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects bidders/proposers to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

### Bidders/proposers can demonstrate their commitment to the use of SDVOBs by responding to the questions below:

Are you a bidder/proposer that is a NYS-certified SDVOB?    Yes    No    If yes, what is your DSDVBD Control #?

Will NYS-certified SDVOBs be used in the performance of this contract?    Yes    No

If yes, identify the NYS-certified SDVOBs that will be used below (if more than 4 identified, please attach an additional form):

#### NYS-Certified SDVOB 1:

Name

Address

Control #      Contract #      Total % Work Performed    \$ Amount

Nature of Participation

#### NYS-Certified SDVOB 3:

Name

Address

Control #      Contract #      Total % Work Performed    \$ Amount

Nature of Participation

#### NYS-Certified SDVOB 2:

Name

Address

Control #      Contract #      Total % Work Performed    \$ Amount

Nature of Participation

#### NYS-Certified SDVOB 4:

Name

Address

Control #      Contract #      Total % Work Performed    \$ Amount

Nature of Participation

Contractor will report on actual participation by each SDVOB during the term of the contract on a semi-annual basis to the Office of General Services Division of Service-Disabled Veterans' Business Development. See <http://ogs.ny.gov>

NOTE: Information about set asides for SDVOB participation in public procurement can be found at: <http://www.ogs.ny.gov/Core/SDVOBA.asp>, which provides guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.

**APPENDIX Z**

**FEE SCHEDULE PROPOSAL**

Bidder	_____	Contact	_____
DBA, if any	_____	Title	_____
Federal ID #	_____	Email Address	_____
Type of Firm	_____	Telephone #	_____
Address	_____	Fax #	_____
	_____	Web Address	_____

Please provide pricing for your highest level of service. Prices shall include all direct and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, reproduction and any other costs needed to provide services as described in the IFB. **No fees will be chargeable to medical providers.**

Price Per Accepted Bill Transaction\* \$ \_\_\_\_\_

\* Please note: NYSIF will not be responsible for payment of rejected bills submitted. NYSIF reserves the right to not award due to a Bidder's pricing.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_