



'NO BID' FORM

IFB # 2016-23-IT

**DESCRIPTION:** Transactional Printing Services

**CONTRACT PERIOD:** Five (5) years

**BIDS DUE:**

**DATE:**

7/6/16

**TIME:**

2:00 p.m.

**SUBMIT BIDS TO:**

**IFB# 2016-23-IT**

NYSIF – Procurement Unit  
15 Computer Drive West  
Albany, NY 12205

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

TRANSACTIONAL PRINTING SERVICES

Bid # 2016-23-IT

May 20, 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 Empire State 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>5/20/16</b>	IFB Issued – Advertisement posted	Bid documents may be obtained here: <a href="http://www.nysif.com/procurement">www.nysif.com/procurement</a>
<b>6/14/16</b>	Final date for bidder inquiries	<b><u>Written inquiries only</u></b> by 12:00 p.m. to:  Email: <a href="mailto:contracts@nysif.com">contracts@nysif.com</a> Fax: 518-437-4209
<b>6/28/16</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>7/6/16</b>	Final date for submission of bids	Deadline for response to this IFB. Sealed bids MUST be received by 2:00 p.m.
<b>TBD</b>	Anticipated Start Date	Subject to the required approvals.

**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**

The purpose of this IFB is to procure transactional printing services to replace NYSIF's Data Center Transactional Printing Operations including a Business Continuity/Disaster Recovery (BC/DR) plan.

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

**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:

Alexandria Romano  
Contract Management Specialist  
E-Mail: [contracts@nysif.com](mailto:contracts@nysif.com)

Alan Angelo  
Contract Management Specialist 3  
E-Mail: [contracts@nysif.com](mailto:contracts@nysif.com)

For inquiries related specifically to Minority and Woman Owned Business Enterprises (MWBE) provisions of this procurement solicitation, the designated contact 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**

Award will be made by Grand Total Bid to the lowest, responsive and responsible bidder whose bid meets all the terms, conditions and specifications of this IFB. In the event of a tie, the order of precedence will be:

1. NYS Certified M/WBE
2. Favorable experience with NYSIF

## **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 EXPERIENCE**

As of the release date of this IFB, Bidders are required to have a minimum of five (5) years verifiable experience in providing commercial Transactional Printing Services.

### **II.2 COMPLIANCE**

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

### **II.3 REFERENCES**

The bidder must provide a list of at least three (3) clients for whom bidder has performed services in the last five (5) years of a similar or greater size and scope to those required in this IFB. The list must include each client’s name, address, contact person, telephone number and the dates these services were performed. Use Appendix I, *Bidder References*, to provide this information. NYSIF reserves the right to contact references to verify information in the proposal.

### **II.4 LICENSES AND PERMITS**

The contractor 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.5 INSURANCE, INDEMNIFICATION AND BONDS**

Prior to the commencement of the work to be performed by the successful bidder, the contractor shall file with NYSIF Certificates of Insurance evidencing compliance with all requirements contained in this IFB. 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 contract shall be obtained at the sole cost and expense of the contractor; 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**).

The contractor 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 must be approved by NYSIF. Such approval shall not be unreasonably withheld.



If NYSIF allows subcontracting, the contractor 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 contractor 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 contract. The contractor 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 contractor shall supply NYSIF updated replacement Certificates of Insurance, and amendatory endorsements.

The contractor, 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.
2. Workers Compensation and NYS Disability Benefits, as required by New York State. Visit <http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp> for further information.
3. Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
4. Professional Liability Insurance, covering actual or alleged negligent acts, errors or omissions committed by the Contractor, its agents or employees, arising out of the work performed under this Agreement. The policy coverage shall extend to include bodily injury and property damage from negligent performance of professional services and personal injury liability coverage for claims arising out of performance of services. The policy shall have limits of liability of not less than \$1,000,000 each occurrence, with a limit not less than \$5,000,000 aggregate. The Contractor shall be responsible for payment of all claim expenses and loss payments with the deductible.
5. Crime Insurance, including Fidelity Bond coverage in the amount not less than \$3,000,000 including employee dishonesty coverage on money, securities or property other than money and securities including contract and temporary, whether identified or not, acting alone or in collection with others.

**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.6 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION**

It is the policy of NYSIF to encourage the greatest possible participation by Minority and Women-Owned Business Enterprises (MWBE) as Bidders, subcontractors and suppliers on its procurement contracts, consistent with New York State laws. NYSIF has established a goal of 30% MWBE participation for its contracts.

Bidders are required to complete the forms contained within Appendix M and submit those with the bid proposal. Failure to properly complete and provide these documents may result in rejection of the bid.

The Awarded Contractor(s) will be required to demonstrate its ability to meet NYSIF’s goals for MWBE participation by documenting all subcontracted work related to this contract for which MWBE participation will take place. If a waiver (or partial waiver) from meeting NYSIF’s MWBE goals is being sought, the contractor **MUST complete the waiver form (Form 104 of Appendix M) and provide supporting documentation as listed on the form’s instructions** detailing extensive efforts taken to seek and sub-contract MWBE vendors for this procurement.

The awarded contractor may be required to submit subcontractor and payment information in the New York State Contract System on a regular basis throughout the term of the contract. Subcontractors may also be required to verify such payments through this system.

Proof of utilization and payment to MWBE subcontractors is required.

Please see Appendix M for further information.

**II.7 SERVICE DISABLED VETERAN OWNED BUSINESS PARTICIPATION**

The Service-Disabled Veteran-Owned Business Act, signed into law by Governor Andrew M. Cuomo on May 12, 2014, allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB) in order to increase participation in New York State's contracting opportunities.

We encourage any firm that believes it meets the state requirements for certification to visit The Division of Service-Disabled Veterans' Business Development within the NYS Office of General Services (OGS) at [www.ogs.ny.gov](http://www.ogs.ny.gov).

For more general information on the program you can contact OGS via e-mail at [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov)

**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.

**III.1 SPECIFICATIONS**

**A. GENERAL MANDATORY REQUIREMENTS**

1. Meet NYSIF's Transactional Data Center Printing Requirements:
  - a. Ability to print 26 million images annually. Note: one single sided page is equivalent to one image.
  - b. Provide soft proofing (electronic review before it is printed) of output.
  - c. Provide monthly audit reports that show the processing (printing, stock, etc.) costs for each file being processed.
  - d. Produce/procure various stocks such as perforated paper for policy bills, certified mailers for policy cancellations, check stock for Magnetic Ink Character Recognition (MICR) checks.
  - e. Bidder must be able to begin test environments to confirm their ability to begin processing NYSIF's Critical Output within 90 days of contract approval.
2. Provide NYSIF with a full Business Continuity/Disaster Recovery solution for its Transactional Printing Operations. Bidder must have an already established/operating active BC/DR environment that can be used to process NYSIF jobs.
3. Keep all NYSIF data securely isolated from other vendor customer data. Describe in detail to confirm your compliance with this requirement.
4. Check Stock must be stored in a secure location. Describe in detail to confirm your compliance with this requirement.
5. Provide transportation to deliver finished printing documents to NYSIF's mailing center located at 11 Columbia Circle Drive, Albany, NY 12203.
6. The Bidder will be responsible for and provide project management services to transfer transactional printing information from NYSIF to the bidder's system during the transition period.

**B. BUSINESS OBJECTIVE MANDATORY REQUIREMENTS**

1. Bidder must demonstrate their ability to print at the capacity required under this IFB.
2. Bidder must currently provide printing, copying, and digital printing to at least one large-scale client in the government or insurance industry.

3. Bidder must provide a list of three (3) references in Appendix I. A client listed as the previous mandatory requirement must be listed as a reference.
4. Bidder must provide electronic document archival in a secured environment and provide files to NYSIF on demand. Please describe your compliance with this document storage platform requirement.
5. In addition to satisfying the current print demand from its existing customers, the Bidder must have print processing capacity to satisfy NYSIF's current print demand (approximately 17 million b/w images, 7.5 million b/w and highlight color images, and 2.06 million MICR images annually), and additional NYSIF printing as requested.
6. Bidders must have the ability to increase print capacity. Describe in detail to confirm your compliance with this requirement.
7. Bidder must be able to process industry standard print file types, including PostScript files created by Rochester Software Associates M.I.S. Print conversion software.
8. Bidder must be able to convert print files to PDF/PDFA format, rename the files based on a key, and send the files back to NYSIF electronically.
9. Bidder must be able to split print files into individual PDF/PDFA files, rename the files based on a key, and send the files back to NYSIF electronically.
10. Bidder must provide transitional services to ensure smooth conversation from current print environment to bidders print environment.
11. Bidder must process output files in accordance with the service level required for each output (see Exhibit 1)
12. The Bidder must provide quality control procedures to facilitate logging, tracking and checking of all items from the time they enter the Bidder's system through the time they are fully processed satisfactory to NYSIF for both printed and electronic output. The bidder must also be able to pull a document order once in production (example: NYSIF may require bidder to remove a page from a report after it has been printed). Describe in detail to confirm your compliance with this requirement.
13. The bidder must provide auditing capability and reports that will allow NYSIF to verify vendor processing totals against NYSIF production totals. Information that should be provided includes, but is not limited to (per job): file/job name files; printing of output (number of images/pages printed, etc.); processing of output (inserted pages – machine/manual).
14. Bidder must manage file receipts ensuring files are received according to schedule. Bidder develops steps to prevent file transmission disruption. Describe in detail to confirm your compliance with this requirement.

### C. SERVICES TO BE PROVIDED – BUSINESS OBJECTIVES

NYSIF is seeking a contract with a vendor who can provide the necessary services to improve and enhance business operations and delivery of services to internal and external customers. The long-term result will be a more flexible, efficient and dynamic operation which will enable NYSIF to

respond quickly to changing market conditions, legislative mandates and customer demands. Additionally, services are required to provide and store electronic files, PDFs and/or data to render an image of various outputs on NYSIF's website for viewing and/or customer self-service options. The vendor will replace NYSIF's Data Center Transactional Printing Operations including a Business Continuity/Disaster Recovery (BC/DR) plan.

Vendor will provide full services to meet NYSIF's current document production requirements which include procurement, storage and maintenance of inventory of paper, printing of approximately 26.5 million images per year, (which includes 2.06 million MICR images). **See Exhibit 3, *Print Parameters for Bulk Data Center Output***. All output should be processed at the vendor's facility.

Standard project management techniques are expected. Since highly restricted time frames are in place for the information printing, NYSIF expects a designated project manager and/or data preparation personnel to be available for daily consultation during some phases of the work. The Proposed Solution will provide a flexible mechanism to allow integration with other business applications. The Bidder will demonstrate the professional capability to assist NYSIF in this project.

All quantities indicated are requested for budget purposes and can not be construed as a form of commitment on behalf of NYSIF.

Additional Job Orders will be issued throughout the contract and billed consistent with the current Job proposals. New Job Orders within the scope of this work will be approved by NYSIF and will not require the approval of the Office of the State Comptroller.

### D. SERVICES TO BE PROVIDED - SOLUTION ELEMENTS

The Bidder's solution will meet or exceed the requirements described in the following sections. NYSIF desires to use a phased implementation approach; however, the current processing system must continue to run in order to support the phased implementation, therefore we expect to transition printing duties over an agreed upon time frame.

Bidders must demonstrate a methodology and implementation approach that minimizes potential for disruptions to NYSIF's operations and minimizes risk to business processes and systems. The transition to these new services should be transparent to NYSIF customers with no quality of work changed.

Bidders should include all services required for the evaluation, delivery, installation, testing, training, configuration, and interface development for the proposed solution, including acceptance tests. The proposed methodology and implementation approach will include at a minimum, the following project activities:

- |                                |  |
|--------------------------------|--|
| -- Project Management          | -- Reporting   |
| -- Configuration               | -- Production Environment Installation/Configuration |
| -- Application/System Testing  | -- Performance Testing                               |
| -- Project Team Training       | -- Transition Conversion                             |
| -- Print Documentation         | -- Disaster Recovery                                 |
| -- Acceptance Testing/Sign-off | -- Post Implementation Support                       |

**1. Image Information**

- a. Bidder will be able to produce Pantone 1807 toner for NYSIF's copyrighted logo.
- b. Bidder will process approximately 2 million MICR images per year on specified check stock.
- c. Bidder will distribute/produce archived documents in a batch or interactive manner via various electronic means compatible with existing NYSIF archiving procedures, which will be detailed during contract negotiations with vendor.
- d. Bidder will provide an application development and change management platform, including separate application testing and client evaluation environment.

**2. Business Continuity and Disaster Recovery**

The Bidder will provide a fully operational Business Continuity/Disaster Recovery plan that satisfies NYSIF's contracted services, to include:

- a. Sufficient excess capacity to provide back-up facilities in the event that the primary operational site experiences a service interruption or disaster to ensure that services are provided in accordance with the contractual requirements.
- b. In the event of a service interruption or disaster, the Bidder will immediately notify the NYSIF System Administrator of the event and procedures implemented to meet the contractual requirements including the location to be used for printing. Should the Bidder anticipate a delay in meeting NYSIF's service requirements, Bidder will provide mitigation information, including the timeframe in which the printing of NYSF's work will resume.
- c. A stable, redundant environment for all of NYSIF's bulk output. The Bidder will provide backup and recovery of data and files for restoration services in the event of a disaster or interruption in operations. Describe in detail to confirm your compliance with this requirement.
- d. A 24/7 business contact for all NYSIF's outsourced services.

**3. Extract Files**

NYSIF will provide files to the Bidder via a secure method each business day (as defined by NYSIF), at an agreed upon time. The daily volume of the files will vary. See Exhibit 1 for a sampling of the various files that may be generated on a daily basis.

**4. Data Processing**

- a. The Bidder will process the extracted files provided by NYSIF for the generation of output.
- b. The Bidder will provide the quality assurance process and metrics proposed to be used in conducting quality assurance on the output. Bidder will reconcile existing file information received from NYSIF with the output upon completion of data processing and generation of images. Bidder will be required to provide the results of each quality assurance review to NYSIF daily.
- c. The Bidder will maintain the daily files and records identifying the output with messages and inserts included for each customer to meet NYSIF's need to access this information via a secured internet site or interface for viewing purposes throughout the business day.

**5. Review Process**

NYSIF will have the opportunity to review individual, group, or an entire batch of output electronically. This process will allow NYSIF to release output for mailing or reject the output of same. This process must be available prior to the printing and delivery of output to the mailing supplier for insert, and mailing to NYSIF's customers. Bidder will allow NYSIF the ability to randomly select output samples for review prior to printing.

The Bidder will provide at least the following information to NYSIF to assist in the review:

- a. Number of documents/images produced by file name.
- b. Number of documents/images suppressed by file name.

**6. Printing and Processing Volume**

NYSIF generates a wide variety of output for printing. Samples are included in Exhibit 1. Some of the output is standardized while other documents vary in form and content.

The Bidder will provide the following information to NYSIF:

- a. Number of documents/images/pages printed by file/job name.
- b. Number of electronic records (if applicable) produced by file/job name.
- c. NYSIF business cycle by file/job name as provided by NYSIF.
- d. Number of electronic records (if applicable) sent to NYSIF by file/job name.
- e. Number of electronic records (if applicable) distributed to NYSIF Customers by file/job name.



- f. Number of electronic confirmations of receipt (if applicable) of electronic records by file/job name.
- g. Number of electronic confirmations of rejection (if applicable) of electronic records by file/job name.

**7. Online Availability**

The Bidder will make renderings/proofs available to NYSIF staff on the day of output generation.

**8. Quality of Work**

- a. The Bidder will establish and maintain quality control procedures to facilitate logging, tracking and checking of all items from the time they enter the Bidder's system through the time they are fully processed satisfactory to NYSIF for both printed and electronic output. Bidder will provide the recommended quality control procedures within the proposal.
- b. Errors made by the printer's staff, systems, or machinery must be corrected at the Bidder's expense including, but not limited to, labor, supervision, supplies, and all other expenses associated with correcting the error.

**9. Internal Controls**

- a. Provide confidentiality of all NYSIF and customer data and information. The Bidder must keep all NYSIF data securely isolated from other vendor customer data. (SEE MUTUAL NON-DISCLOSURE AGREEMENT, APPENDIX W)
- b. Provide appropriate internal control certifications and audits such as SSAE 16, SAS 70 Type II Audit; and if applicable, be ISO 9001-2000 certified for the work being proposed.
- c. Provide soft proofing, online auditing, message management, special handling, online reporting and document archiving.
- d. Assist in establishing internal controls for processing of NYSIF's financial output and sensitive, secure output, such as checks, bills, or other pertinent data.
- e. Provide auditing capability and reports that will allow NYSIF to verify vendor processing totals against NYSIF production totals, and allow NYSIF to charge costs back to the appropriate business departments.
- f. Define security features for MICR check layout/format and steps for special handling and/or check pull process controls and confirmation. This should also include control procedures and notification to NYSIF for damaged, destroyed, reprinted, lost, stolen, or fraudulent checks due to vendor operations.
- g. Bidder will have a destruction plan for all stock, including waste, damaged or spoiled material. All waste or damaged materials, partially or fully printed must be destroyed in a

secure manner (ie: secure shredding) Describe in detail to confirm your compliance with this requirement.

**10. Project Completion and Acceptance Testing**

- a. NYSIF and the Bidder will agree on the acceptance test and production migration process for the system.
- b. The test plan will contain a process for the correction of errors, defects and deficiencies including, but not limited to, data migrations and reporting.
- c. The Bidder will develop an acceptance test plan by providing NYSIF examples of test plans or templates and providing expertise regarding the scenarios to be tested.

**11. Support and Services**

- a. The Bidder will provide to NYSIF a 24/7 contact list. The Bidder will have a team leader that will be the primary point of contact, for contractual matters.
- b. The Bidder will provide to NYSIF a 24/7 contact list within the Bidder's firm for technical matters. The Bidder will have a team leader that will be primary point of contact.
- c. The Bidder will provide reference documentation for the printing provided. Bidder will provide a sample within their response.

**12. Systems Development and Change Control**

- a. Bidder will perform all development, integration, upgrades, maintenance and other services relating to the improvement and advancement of printing systems and functionality on a regular and structured basis. Describe your process in detail to confirm your compliance with this requirement.
- b. The Bidder will provide adequate advanced notice to NYSIF when services are scheduled to occur and provide quality tests to assure there are no adverse consequences associated with the changes. Services are to include, but not be limited to software and hardware upgrades and/or maintenance.
- c. The Bidder will work with NYSIF to develop an acceptance test plan to mitigate any adverse consequences associated with any changes.
- d. The Bidder will work with NYSIF to develop a Quality Assurance migration process to mitigate any adverse consequences associated with any changes. Should NYSIF require modification of any services, NYSIF will notify the Bidder in writing of the required specification changes in advance.

**13. Transition Services**

Should the contract between the Bidder and NYSIF be terminated for cause or for convenience, the Bidder will provide to NYSIF all components (historic image data, projects, applications, forms, etc.) and the software necessary for NYSIF to continue to present output to customers through either an in-house or

alternative outsourced solution. All pre-paid assets, such as stock, etc., will be returned to NYSIF or an appropriate credit issued. Bidder should describe in detail to confirm your compliance with this expectation.

**E. IMPLEMENTATION PLAN**

**1. Implementation Plan**

- a. Bidders will provide the project team approach and strategy that they intend to deploy, including NYSIF and Bidder roles and responsibilities.
- b. A carefully planned Implementation Plan and associated work breakdown structure will be provided with the bid. The Implementation Plan and associated work breakdown structure will show the tasks to be performed by NYSIF and by the Bidder, including respective resource requirements.
- c. The Implementation Plan will address predecessor activities necessary to enable Bidder to process each individual job prior to go-live.
- d. The Implementation Plan will include milestones and logical breakpoints during which NYSIF and the Bidder will assess the progress-to-date and prepare for the next phase. The Implementation Plan should provide as much detail (work breakdown structure) as possible and highlight all major milestones for each component of the project.
- e. Bidders must be aware of all key assumptions made in developing their Implementation Plan, as well as any dependencies and constraints of which the Bidder is aware. Describe in detail to confirm your compliance with this requirement.

**2. Business Relationship Management**

The selected Bidder will be required to adhere to NYSIF's approval criteria, including, but not limited to, periodic internal and external audits of services and milestone accomplishments. Discuss treatment of account management, status reporting, contract management, audits, planning, setting priorities

**3. Performance Management**

Bidders shall provide status reports on service level targets and performance throughout the implementation process and during delivery of maintenance and support services. The Bidder must also possess experience in the use of service level targets and objectives for each service area within the scope of this IFB. Provide monthly reports on volumes and service levels.

**F. COST**

The bidder must complete the Fee Proposal (Appendix Z) in its entirety. Bidders will provide a pricing matrix for all deliverables specified in this IFB. In addition, NYSIF will require a cost percent mark up of materials, including but not limited to paper, etc. Finally, bidders must incorporate transportation costs to deliver the finished printing documents to our mailing center. The information and volumes provided are based on historical data. These are estimated volumes for evaluation purposes only, actual volumes may vary.

**Escalation.** For years four and five, if opted, Contractor will be permitted to request an increase in bid rates not to exceed 3% or CPI – whichever is lower – effective on the renewal start date.

CPI means the annual rate of increase in the US City Average Index for all urban consumers (CPI-U) for the category of all items before seasonal adjustments, as reported by the U S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/>). CPI increase will be determined by using the current-option-year January index, compared to January of the prior year, as written in the “Consumer Price Index Summary”, which gets released in mid-February.

**G. SUBCONTRACTING**

The Bidder **MUST** be the Primary contractor. Subcontracting should be minimal unless used in efforts to maximize participation of certified M/WBE firms to meet NYSIF’s goals. Any subcontracting of ancillary services to this IFB must be clearly defined in the bidder’s proposal. NYS Certified MWBE firms must be considered to provide supply and services not directly provided by the bidder. NYSIF reserves the right to reject any services proposed to be subcontracted, or any subcontractor proposed for this IFB.

**SECTION IV – CONTRACT PROVISIONS**

**IV.1 CONTRACT PERIOD**

A five year contract covering the services requested in this IFB is anticipated.

**IV.2 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.

Service Failures are defined as the Contractor's failure to meet the stated service level for each print assignment. Each service failure or non-compliant performance will result in a written Service Failure Report. The receipt of three (3) Service Failure Reports within the first 90 days of the contract or within any twelve-month period after that, may result in termination of the contract for cause. When a service level is not met, NYSIF shall provide a copy of the Service Level Report to the Contractor. Upon receipt of the Contractor will provide NYSIF with an improvement plan to remedy the problem. Failure to demonstrate corrective action will result in termination of the contract for cause.

**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 e-mail address of the bidder's contact person(s).

Please also include the name, title, address, telephone number, and e-mail 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 bid, according to this bid format.

**B. Bidder Certification**

Each Bidder is required to submit the Bidder Certifications form, found after Section 4 of the IFB.

**C. Company Background**

Provide a background description of the bidder's firm, 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 as well as if your business is owned or leased and your annual capacity. Briefly describe any prior experience in performing similar assignments and bidder's staffing capability and competency to complete the work within established deadlines. Include the following information for the Bidder:

- a. Other city, state or federal government agencies *previously* under contract with the Bidder's firm within the last five (5) years.
- b. Other city, state or federal government agencies *currently* under contract with the Bidder's firm.
- c. A copy of Bidder's certification to do business in New York State.
- d. If your business has multiple locations, which site(s) will process NYSIF's print.

**D. Technical Experience**

Submit as described in the *Technical Requirements* section of this IFB.  
Also include the following:

- a. Provide information about the Bidder's organization, such as day-to-day operations and services, including the location of the office from which the assignments will be managed.

- b. Provide escalation procedures and escalation pathway NYSIF can use for reporting problems to higher levels of management within the Bidder's organization.
- c. A Quality Assurance Plan.

All technical publications cited in the Bidder's proposal should be included at the end of the proposal

**E. Statement of Competing Commitments**

Each Bidder must provide a *Statement of Competing Commitments*, a list of any contractual obligations they have entered into which requires effort on the part of their key personnel during the period in which these personnel will be working on the contract resulting from this IFB.

**F. Comments and Limitations**

No comments and limitations will be accepted for this work.

**V.2 REQUIRED APPENDICES**

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

- *MacBride Questionnaire, Appendix D*
- *Vendor Responsibility Questionnaire, Appendix E*
- *Bidder Questionnaire, Appendix F*
- *Encouraging Use of NYS Businesses in Contract Performance, Appendix G*
- *Procurement Lobbying Legislation, Appendix H*
- *Bidder References, Appendix I*
- **Appendix M** requires Bidders to submit (i) form 101; (ii) form 103 or a copy of bidders current NYSDER MWBE certification; and (iii) form 106 or a copy of bidders EEO policy
- *Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance, Appendix S*
- *Fee Schedule, Appendix Z*

Appendices 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 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 copy 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. **NOTE: Electronic copy of the Appendix Z fee schedule must be submitted in both Excel and PDF format.**

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

IFB 2016-23-IT, 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 Appendix A, Standard Clauses for All NYS Contracts
- \_\_\_\_\_ The Bidder is in compliance with or meets all Bidder Certification Requirements (Appendix 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:

- \_\_\_\_\_ 1. 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.
- \_\_\_\_\_ 2. 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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- \_\_\_\_\_3. 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.
- \_\_\_\_\_4. 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.
- \_\_\_\_\_5. 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.
- \_\_\_\_\_6. 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.
- \_\_\_\_\_7. 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**

## **APPENDIX A**

# **STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**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, licenser, 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. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. 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.

**5. 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.

**6. 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.

**7. 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.

**8. 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).

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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 Appendix A, the terms of this Appendix A shall control.

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

**15. 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.

**16. 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.

**17. 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.

**18. 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.

#### **19. 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.

**20. 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: [mwbecertification@esd.ny.gov](mailto:mwbecertification@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.

#### **21. 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.

**22. 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).

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**APPENDIX 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 Appendix 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. Appendix A Standard Clauses for NYS Contracts
- 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. Appendix 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 Bidder 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 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 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 Product(s) 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 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 NYSIF 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 NYSIF. Failure to do so may constitute grounds for NYSIF to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by NYSIF.



- d. **Product Warranty** Unless recycled or recovered materials are available in accordance with the “Remanufactured, Recycled, Recyclable 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 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 NYSIF’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 bids/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 ;
- 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 an 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 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 Appendix A, *Standard Clauses for All New York State Contracts*.

- 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, Contract, and any applicable laws including but not limited to permits and licensing, and shall provide such proof as required by NYSIF. Failure to comply or 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 of 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 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 RFP/IFB (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 four 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 (EEO) 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 obtain from each employment agency, labor union or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, 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.

## **APPENDIX 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. 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.

## 3. 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.

## 4. 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.

## 5. 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.

## 6. 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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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

## **12. 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.

## **13. 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.

## **14. 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.

## **15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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).

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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

**26. 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.

**27. 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.

**28. 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.

**29. 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.

### 30. 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.

### 31. 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.

### 32. 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.

### 33. 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

#### **34. 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.

#### **35. 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](#).

#### **36. 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.

#### **37. 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

#### **38. 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.

#### **39. 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.

#### **40. 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.

#### **41. 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.

#### **42. 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.

## 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.

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**Signature**

---

**Typed Name**

---

**Company Position**

---

**Company Name**

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**Date Signed**



## 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

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<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:** \_\_\_\_\_

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(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
<hr/>				
(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
<hr/>				
(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
<hr/>				
(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
<hr/>				
(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
<hr/>				
(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
<hr/>				
- unemployment insurance or workers' compensation coverage or claim requirements	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<hr/>				
- ERISA (Employee Retirement Income Security Act)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<hr/>				
- human rights laws	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<hr/>				
- federal U.S. Citizenship and Immigration Services laws	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<hr/>				
- Sherman Act or other federal anti-trust laws	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<hr/>				
(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
<hr/>				
(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
<hr/>				
(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
<hr/>				
(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

New York State  
Standard Vendor Responsibility Questionnaire

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

**State of** \_\_\_\_\_ )  
 ) ss:  
**County of** \_\_\_\_\_ )

**CERTIFICATION:**

The undersigned, personally and on behalf of the vendor identified in questions 1-3 above, does hereby state and certify to the New York State Insurance Fund (NYSIF) that the information given above is true, accurate and complete. It is further acknowledged that the State of New York and NYSIF will rely upon the information contained herein and in any attached pages for purposes of evaluating our company for vendor's responsibility for contract award and the State may, in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein. It is further acknowledged that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or may constitute a misdemeanor under Penal Law Sections 175.30, 210.35 or 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

**Sworn to before me this**

\_\_\_\_\_  
**Signature of Officer**

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

\_\_\_\_\_  
**Typed/Printed Name**

\_\_\_\_\_  
**Title**

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

**Registration No:** \_\_\_\_\_

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

**State:** \_\_\_\_\_

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State, Zip**

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 F

### NYS CERTIFICATIONS

**Is your firm a SMALL BUSINESS as defined in Executive Law Section Article 15-A?**

“Small Business” shall be defined as a business which:

- A. Has a significant business presence in New York demonstrated through one of the following;
  1. Pays taxes in New York State
  2. Purchases New York State products or materials, or
  3. Has any payroll in New York State
- B. Is independently owned and operated;
- C. Not dominant in its field; and,
- D. Employs less than three hundred persons

In accordance with New York State Finance Law, Section 165, the contractor certifies that it:

- ☐ IS a Small Business as defined in New York State Executive Law Section 310(20).
- ☐ IS NOT a Small Business as defined in New York State Executive Law Section 310(20).

## ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of \_\_\_\_\_ and that he/she executed the foregoing instrument in the firm name of \_\_\_\_\_, and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm of \_\_\_\_\_, for the uses and purposes mentioned therein.

Notary Public

## 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 \_\_\_\_\_

## APPENDIX I

### BIDDER REFERENCES

List three (3) verifiable references receiving service similar in scope to the services required.

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Contact Title \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Date Services Provided \_\_\_\_\_  
Type of Services Provided \_\_\_\_\_

---

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Contact Title \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Date Services Provided \_\_\_\_\_  
Type of Services Provided \_\_\_\_\_

---

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Contact Title \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Date Services Provided \_\_\_\_\_  
Type of Services Provided \_\_\_\_\_

---

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Contact Title \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Date Services Provided \_\_\_\_\_  
Type of Services Provided \_\_\_\_\_

## **APPENDIX 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:

<http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

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

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

## APPENDIX M

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 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 &

## APPENDIX M

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 Appendix A including Clause 12 - 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 report 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 sub-contractors 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>Offeror's Address:</b>		<b>Subcontractor's name</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>EMAIL ADDRESS:</b>	<b>DATE:</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													
		Male (M)	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 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

M/WBE UTILIZATION PLAN

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

**Offeror's Name:****Address:****City, State, Zip Code:**

Telephone No.:

Region/Location of Work:

**Federal Identification No.:****Solicitation No.:****Project No.:****M/WBE Goals in the Contract:** MBE      %    WBE      %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
<b>A.</b>	<u>NYS ESD CERTIFIED</u>  <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
<b>B.</b>	<u>NYS ESD CERTIFIED</u>  <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

**6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (M/WBE 104).**

**PREPARED BY (Signature):****DATE:****NAME AND TITLE OF PREPARER (Print or Type):**

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

**TELEPHONE NO.:****EMAIL ADDRESS:****FOR M/WBE USE ONLY****REVIEWED BY:****DATE:****UTILIZATION PLAN APPROVED:** ☐ YES ☐ NO Date:**Contract No.:****Project No. (if applicable):****Contract Award Date:****Estimated Date of Completion:****Amount Obligated Under the Contract:****Description of Work:****NOTICE OF DEFICIENCY ISSUED:** ☐ YES ☐ NO Date: \_\_\_\_\_**NOTICE OF ACCEPTANCE ISSUED:** ☐ YES ☐ NO Date: \_\_\_\_\_

## REQUEST FOR WAIVER FORM

**INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.**

<b>Offeror/Contractor Name:</b>	<b>Federal Identification No.:</b>	
<b>Address:</b>	<b>Solicitation/Contract No.:</b>	
<b>City, State, Zip Code:</b>	<b>M/WBE Goals: MBE      %      WBE      %</b>	
<p align="center"><b>By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.</b></p>		
<b>Contractor is requesting a:</b>  1. <input type="checkbox"/> <b>MBE Waiver</b> – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> <b>Total</b> <input type="checkbox"/> <b>Partial</b>  2. <input type="checkbox"/> <b>WBE Waiver</b> – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> <b>Total</b> <input type="checkbox"/> <b>Partial</b>  3. <input type="checkbox"/> <b>Waiver Pending ESD Certification</b> – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) <b>Date of such filing with Empire State Development:</b> _____		
<b>PREPARED BY (Signature):</b>  SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.	<b>Date:</b>	
<b>Name and Title of Preparer (Printed or Typed):</b>	<b>Telephone Number:</b>	<b>Email Address:</b>
<b>Submit with the bid or proposal or if submitting after award submit to:</b>  New York State Insurance Fund Attn: Procurement Unit 15 Computer Dr. W. Albany, NY 12205 Email: contracts@nysif.com	<p align="center">***** <b>FOR M/WBE USE ONLY</b> *****</p>	
	<b>REVIEWED BY:</b>	<b>DATE:</b>
	<b>Waiver Granted:</b> <input type="checkbox"/> <b>YES</b> <b>MBE:</b> <input type="checkbox"/> <b>WBE:</b> <input type="checkbox"/>  <input type="checkbox"/> <b>Total Waiver</b> <input type="checkbox"/> <b>Partial Waiver</b> <input type="checkbox"/> <b>ESD Certification Waiver</b> <input type="checkbox"/> <b>*Conditional</b> <input type="checkbox"/> <b>Notice of Deficiency Issued</b> _____ <b>*Comments:</b>	

## REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

**When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:**

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

**Note:** Unless a Total Waiver has been granted, the Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by AGENCY, to determine M/WBE compliance.

## M/WBE Quarterly Report of

Is this a final report? Check One  
Yes \_\_\_\_\_ No \_\_\_\_\_

**NYS AGENCY Contract No.** \_\_\_\_\_ **Project No.** \_\_\_\_\_

The following information indicates the payment amounts made by the grantee/contractor to the NYS Certified M/WBE subcontractor on this project.  
The payments as shown made are in compliance with contract documents for the above referenced project.

<b>Contractors Name and Address</b>		<b>Federal ID#</b>		<b>Goals/\$ Amt.</b> MBE _____%= _____ WBE _____%= _____ —		<b>Contract Type</b> _____  <b>Paid to Contractor This Quarter</b> _____  <b>Total Paid to Contractor To Date</b> _____				
				<b>Project Completion Date</b>		<b>Work Location</b>		<b>Reporting Period:</b> ____ 1 <sup>st</sup> Quarter (4/1-6/30) ____ 3 <sup>rd</sup> Quarter (10/1-12/31) ____ 2 <sup>nd</sup> Quarter (7/1-9/30) ____ 4 <sup>th</sup> Quarter (1/1-3/31)		
<b>M/WBE Subcontractor/Vendor</b>	<b>Product Code*</b>	<b>Work Status This Report</b>	<b>Total Subcontractor Contract Amount</b>		<b>Payments this Quarter</b>		<b>Previous Payments</b>		<b>Total Payment Made to Date</b>	
			<b>MBE</b>	<b>WBE</b>	<b>MBE</b>	<b>WBE</b>	<b>MBE</b>	<b>WBE</b>	<b>MBE</b>	<b>WBE</b>
<b>Name:</b> <b>FED ID#</b>		____ <b>Active</b> ____ <b>Inactive</b> ____ <b>Complete</b>								
<b>Name:</b> <b>FED ID#</b>		____ <b>Active</b> ____ <b>Inactive</b> ____ <b>Complete</b>								
<b>Name:</b> <b>FED ID#</b>		____ <b>Active</b> ____ <b>Inactive</b> ____ <b>Complete</b>								
<b>Name:</b> <b>FED ID#</b>		____ <b>Active</b> ____ <b>Inactive</b> ____ <b>Complete</b>								
<b>Total</b>										

\*See bELOW for Product Codes

**Date** \_\_\_\_\_ **Name** \_\_\_\_\_ **Title** \_\_\_\_\_

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



## PRODUCT KEY CODE

A	=	Agriculture/ Landscaping (e.g., all forms of landscaping services)
B	=	Mining (e.g., geological investigations)
C	=	Construction
C15	=	Building Construction – General Contractors
C16	=	Heavy Construction (e.g., highway, pipe laying)
C17	=	Special Trade Contractors (e.g., plumbing, heating, electrical, carpentry)
D	=	Manufacturing
E	=	Transportation, Communication and Sanitary Services (e.g., delivery services, warehousing, broadcasting and cable systems)
F/G	=	Wholesale/Retail Goods (e.g. hospital supplies and equipment, food stores, computer stores, office supplies)
G52	=	Construction Materials (e.g., lumber, paint, law supplies)
H	=	Financial, Insurance and Real Estate Services
I	=	Services
I73	=	Business Services (e.g., copying, advertising, secretarial, janitorial, rental services of equipment, computer programming, security services)
I81	=	Legal Services
I82	=	Education Services (e.g., AIDS education, automobile safety, tutoring, public speaking)
I83	=	Social Services (Counselors, vocational training, child care)
I87	=	Engineering, architectural, accounting, research, management and related services

**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**

\_\_\_\_\_ 20% 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: \_\_\_\_\_

**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	
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](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. 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

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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)

**Schedule A — Listing of each entity (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold**

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

[illegible]

Column A – Enter **C** in column A if the contractor; **A** if an affiliate of the contractor; or **S** if a subcontractor.

Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.



**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 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 2:

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 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 W NONDISCLOSURE AGREEMENT

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### MUTUAL NONDISCLOSURE AGREEMENT BETWEEN NEW YORK STATE INSURANCE FUND and for EXCHANGE OF CONFIDENTIAL INFORMATION

**THIS NONDISCLOSURE AGREEMENT** (the “Agreement”), is made by and between \_\_\_\_\_, having a principal place of business at \_\_\_\_\_ (“CONTRACTOR”) and the NEW YORK STATE INSURANCE FUND, an agency of the State of New York, with offices at 199 Church St, New York, New York 10007 (“AGENCY”).

#### 1. DEFINITIONS

“*AGENCY Data*” means all non-public data and information whether in written, verbal or electronic form, submitted or given access to CONTRACTOR by AGENCY, including without limitation information relating to AGENCY or AGENCY's customers', policy holders, claimants, underwriting rules or information, process and methods, customer data, Confidential Personal Information (CPI), financial data, suppliers, employees and employee information, technology, operations, facilities, consumer markets, products, capacities, systems, procedures, security practices, research, development, business affairs and finances, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable subject matter and other proprietary information.

“*Privacy Laws*” means all Federal and State laws and regulations regarding the privacy of information pertaining to individuals.

#### 2. AGENCY CONFIDENTIAL INFORMATION

CONTRACTOR acknowledges and agrees that it may receive AGENCY Confidential Information (as defined below) \_\_\_\_\_ (collectively, the “*Purpose*”).

(a) For purposes of this Agreement, the term “*Confidential Information*,” or “*Agency Confidential Information*” shall include all non-public information of AGENCY which CONTRACTOR has had access to (including prior to effective date), will have access to, or will create or prepare, whether in verbal, written, visual, graphic or machine-readable form, that includes, incorporates, makes reference to or utilizes in any way, without limitation, the AGENCY Data and all other proprietary information related to AGENCY's business. AGENCY Confidential Information shall also include all information of a third party to which AGENCY has access and to which CONTRACTOR has had (including prior to effective date), or will have access. AGENCY Confidential Information shall not include aggregated statistical data derived from AGENCY Data, provided such (i) aggregated statistical data cannot be identified with either AGENCY or any AGENCY employee, customer, claimant or policy holder and (ii) AGENCY Data does not make up over thirty-three (33%) of such aggregated statistical data. Disclosure of the AGENCY Confidential Information shall not be deemed to grant any license or other right to use such AGENCY Confidential Information, except as set out in this Agreement or as set out in a separate written agreement executed by both parties.

(b) Notwithstanding anything to the contrary in this Agreement, including without limitation the

## EXHIBIT W

### NONDISCLOSURE ACCORD

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exceptions in Section 3 hereof, AGENCY Confidential Information includes “*Confidential Personal Information* (‘CPI’)”. CPI shall include, but not be limited to: (i) the meaning ascribed to “*Nonpublic Personal Information* (‘NPI’)” 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 AGENCY’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. The provisions of Section 3 shall not be applicable to CPI, which in all cases will be considered Confidential Information

- (c) CONTRACTOR shall, and shall cause its and its affiliates’ and subsidiaries’ employees, agents, advisors, subcontractors, and all Receiving Party Personnel (collectively, “*Contractors*”) to keep CPI confidential and use and disclose CPI only as necessary to carry out the Purpose, GLBA, HIPAA and any other applicable law, rule or regulation of any jurisdiction relating to disclosure or use of personal information. CONTRACTOR shall, and shall cause its Contractors to, implement and maintain an appropriate security program for CPI to (1) ensure the security and confidentiality of CPI, (2) protect against any threats or hazards to the security or integrity of CPI, and (3) prevent unauthorized access to or use of CPI. CONTRACTOR shall cause each of their Contractors having access to AGENCY Confidential Information or CPI to execute a written non-disclosure agreement covering their access, such agreement to contain restrictions in substantial conformity to the provisions of this Agreement. CONTRACTOR shall also cause each of its employees to execute appropriate non-disclosure agreements prohibiting the disclosure of CPI and AGENCY Confidential Information to other affiliates of CONTRACTOR. CONTRACTOR shall cause all such non-disclosure agreements with employees and Contractors to be maintained during the term of this Agreement. CONTRACTOR shall take appropriate measures to assure that AGENCY’s Confidential Information is NOT transmitted outside of the United States (provided such prohibition against transmission shall not apply to satellite transmission or other similar digital communication methods used by CONTRACTOR or its Contractors in the ordinary course of business and in conformance with this Agreement).
- (d) Without limitation of CONTRACTOR’s obligation to comply with the requirements of all applicable Privacy Laws, CONTRACTOR shall immediately notify AGENCY: (A) of any disclosure or use of any CPI by CONTRACTOR or its Contractors in breach of this Agreement and (B) of any disclosure of any CPI to CONTRACTOR or its Contractors where the purpose of such disclosure is not known to CONTRACTOR. AGENCY reserves the right to review CONTRACTOR’s and their Contractors’ (as applicable) policies and procedures used to maintain the security and confidentiality of CPI. At AGENCY’s direction and in AGENCY’s sole discretion at any time, CONTRACTOR shall immediately return to AGENCY or destroy and certify such destruction of any or all CPI (including such CPI as may have been rightfully distributed to CONTRACTOR’s Contractors or any other

## **EXHIBIT W**

### **NONDISCLOSURE ACCORD**

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third parties). Upon termination of this Agreement, CONTRACTOR shall immediately return to AGENCY any and all CPI which it has received under this Agreement and shall destroy all records of such CPI (including such CPI as may have been rightfully distributed to CONTRACTOR's Contractors and any other third parties). If the GLBA or any other applicable state or federal law or regulation, now or hereafter in effect, imposes a higher standard of confidentiality or security with respect to CPI, such standard shall prevail over the provisions of this Agreement. This provision shall independently survive any expiration, termination, if any, of this Agreement and any agreement with AGENCY concerning CPI.

### **3. EXCEPTIONS**

Confidential Information shall not include information that: (a) is in the public domain at the time of its use or disclosure through no fault of the CONTRACTOR, or its Contractors; (b) was lawfully in the possession of or demonstrably known by the Contractor prior to its receipt from the Agency; (c) is independently developed by Contractor without use of or reference to the Agency's Confidential Information; or (d) becomes known by the Contractor from a third party and, to Contractor's knowledge, is not subject to an obligation of confidentiality to the Agency.

### **4. NON-DISCLOSURE; NON-USE OF CONFIDENTIAL INFORMATION**

- (a) The Contractor will maintain the confidentiality of the Agency's Confidential Information using procedures no less rigorous than those used to protect and preserve the confidentiality of its own similar proprietary information. In no event shall the Contractor use less than a reasonable degree of care to protect and preserve the Agency's Confidential Information, including its obligation to not, without the Agency's prior written permission: (i) transfer or disclose any of the Agency's Confidential Information to any third party; (ii) use any of the Agency's Confidential Information for any purpose other than for the Purpose; or (iii) take any other action with respect to the Agency's Confidential Information inconsistent with the confidential and proprietary nature of such information. Notwithstanding clause (i) of this Section 4(a), the Contractor may disclose the Agency's Confidential Information to the officers, directors, employees, consultants, attorneys, accountants, agents or other representatives of the Contractor ("Contractor Personnel") who have a need to know such Confidential Information solely in connection with the Purpose. The Contractor shall: (1) cause the Contractor Personnel to comply with this Agreement; and (2) assume full responsibility for any breach of this Agreement caused by any of the Contractor Personnel.
- (b) If the Contractor is requested or required to disclose any of the Agency's Confidential Information pursuant to a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "*Legal Requirement*"), the Contractor shall, to the extent permitted by law, provide prompt notice of such Legal Requirement to the Agency so the Agency may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the Agency is not successful in obtaining a protective order or other appropriate remedy and the Contractor is, in the opinion of its counsel, compelled to disclose such Confidential Information under pain of liability for contempt of court or other censure or liability, or if the Agency waives compliance with the provisions of

## **EXHIBIT W**

### **NONDISCLOSURE ACCORD**

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this Agreement in writing, the Contractor may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the opinion of its counsel, to comply with, the Legal Requirement. Information that would otherwise be considered AGENCY Confidential Information within the meaning of this Agreement, shall nevertheless be considered AGENCY Confidential Information and shall not be deemed otherwise because such information may be available to third parties from AGENCY pursuant to New York State Freedom of Information Law (FOIL). In the event that an independent third-party has or shall actually obtain from AGENCY, during or prior to the pendency of this Agreement, information pursuant to FOIL that would otherwise be considered AGENCY Confidential Information, and has publicly disclosed such information, then such information shall no longer be considered Confidential Information but shall instead be considered public information from the time of such disclosure.

- (c) Each party agrees and shall assure that each and every Contractor understands and agrees that Confidential Information is valuable to the Agency, is deemed to be a trade secret or other proprietary right of the Agency, notwithstanding any public disclosure thereof by any source, and will be protected by civil and criminal law, and, where appropriate, by the law of copyright.
- (d) The parties' confidentiality obligations under this Agreement shall be perpetual except as expressly superseded by a definitive written agreement executed by the parties.
- (e) AGENCY and CONTRACTOR acknowledge that CONTRACTOR is in the business of providing services to, and receiving information from other entities (collectively "CONTRACTOR customers"). CONTRACTOR shall not disclose any AGENCY Confidential Information to any CONTRACTOR Customers.
- (f) In connection with CONTRACTOR's and its Contractors' obligations under this Agreement, CONTRACTOR agrees and shall require each Contractor to use the standard of care that is consistent with the highest industry standards in continuously controlling the use and disclosure of AGENCY Confidential Information in a manner that fully protects AGENCY's rights therein.

#### **5. RIGHT TO AUDIT**

- (a) CONTRACTOR shall maintain commercially reasonable Disaster Recovery and Business Continuity Plans. 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.

## **EXHIBIT W**

### **NONDISCLOSURE ACCORD**

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- (b) 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 in the event of a security breach and/or to substantiate any expenditure or report to AGENCY, or as may be necessary for auditing purposes or to verify that expenditures were made and/or proper non-disclosure procedures were implemented as instructed by this Agreement. Such records, accounts and all supportive documentation shall be kept for at least six (6) years subsequent to the termination date of this Agreement.

#### **6. INFORMATION SECURITY BREACH**

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 AGENCY supplied Personal Information or Private Information from systems owned, operated, sub-contracted or otherwise routed through Contractors systems or networks, CONTRACTOR shall notify AGENCY immediately, without unreasonable delay. "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. CONTRACTOR additionally undertakes to, solely at its own cost and expense, provide any requisite notices that either CONTRACTOR or AGENCY 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 AGENCY. CONTRACTOR'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.

#### **7. RETURN OF CONFIDENTIAL INFORMATION**

Notwithstanding Section 2(d) above, following a request of the Agency or upon the termination of this Agreement, the Contractor shall promptly, but in no event more than five (5) business days following such request or the termination of this Agreement, return to the Agency all or any portion of the Agency's Confidential Information or, at the Agency's election, destroy all or any part of the Agency's Confidential Information, and upon request by the Agency, provide certification thereof; provided that in lieu of returning Confidential Information that has been included in the Contractor's notes, analyses, and studies, the Contractor may destroy such Confidential Information and provide certification thereof.

#### **8. THE AGENCY POLICIES**

## **EXHIBIT W**

### **NONDISCLOSURE ACCORD**

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CONTRACTOR shall use its best efforts to comply with all of AGENCY's rules, regulations, policies and procedures that might affect CONTRACTOR's delivery of services or products in effect (the "*Policies & Procedures*"), including but not limited to AGENCY's security procedures, procurement policies and privacy policies, provided that such Policies & Procedures are generally applicable to all similarly situated vendors to AGENCY. CONTRACTOR will advise all of CONTRACTOR'S Contractors involved in the performance of services or the delivery of products of their obligation to comply with the Policies & Procedures.

#### **9. CONTRACTOR TRADE SECRETS**

The AGENCY acknowledges that the business methods and investigative techniques and pricing structure of CONTRACTOR, other than payment amounts by NYSIF, are confidential proprietary business assets of the CONTRACTOR and AGENCY agrees to use reasonable means to protect the same to the extent practicable and permitted by law. In the event such information is demanded by subpoena, request pursuant to the New York Freedom of Information law or other legal process, the AGENCY will give CONTRACTOR notice within three (3) business days for the purpose of affording it the opportunity to interpose objections to its disclosure. AGENCY acknowledges that CONTRACTOR considers the above described information to be trade secrets within the meaning of NY Public Officers Law §87(2)(d). AGENCY will also give notice to CONTRACTOR in the event of unintentional disclosure within three (3) business days upon discovery. In the event of termination of the relationship between CONTRACTOR and AGENCY for any reason, AGENCY agrees not to disclose any of the aforementioned information to any successor contractor performing the same or similar services.

#### **10. TERM**

This Agreement shall continue in effect until terminated by written notice to the other party. The confidentiality obligations of the parties shall survive termination of this Agreement in accordance with Section 4(d).

#### **11. NOTICE**

Any notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed delivered to a party (i) when delivered by hand or courier, or (ii) six (6) days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, in each case to the address of such party set forth below (or at such other address as the party may from time to time specify by notice delivered in the foregoing manner):

AGENCY:                      New York State Insurance Fund  
                                     199 Church Street  
                                     New York, New York 10007

CONTRACTOR:

#### **12. NO ASSIGNMENT**



## **EXHIBIT W**

### **NONDISCLOSURE ACCORD**

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This Agreement and the parties' respective rights, duties and obligations under this Agreement are not transferable or assignable by either party. Any attempt to transfer or assign this Agreement or any of its rights, duties or obligations under this Agreement is void. For purposes of this section 12, a transfer of more than fifty percent (50%) ownership interest in CONTRACTOR or a consolidation or merger of CONTRACTOR into another entity, including an affiliate of CONTRACTOR, shall be considered an assignment of this Agreement and shall be prohibited unless (i) consented to in writing by AGENCY and (ii) the transferee or resultant surviving entity explicitly agrees to the terms of this Agreement.

#### **13. MODIFICATIONS**

This Agreement can only be modified by a written agreement duly signed by hand by the persons authorized to sign agreements on behalf of CONTRACTOR and AGENCY, and variance from the term or conditions of this Agreement will be of no effect. Without limiting the foregoing, terms and conditions which are displayed or conveyed electronically or are associated with, or are responded to by the operation of a mouse or other pointing device, typing on a keyboard, "virtual" actions, an automated computer program, the removal of shrink-wrap, the opening of a package, the loading or use of software or other goods or services, or any other action other than a handwritten signature as set forth above, will not be effective and will not amend or modify this Agreement.

#### **14. SEVERABILITY**

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or be impaired thereby.

#### **15. GOVERNING LAW; VENUE**

All questions concerning the validity, interpretation and performance of this Agreement shall be governed by and decided in accordance with the Laws of the State of New York, without regard to any conflicts of laws and principles thereof.

#### **16. COMPLETE AGREEMENT**

This Agreement is the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all communications between the parties related to the subject matter of this Agreement. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement.

#### **17. NO WAIVER**

A waiver of a breach or default under this Agreement shall not be a waiver of any other or subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition unless such term or condition is expressly waived in writing.

#### **18. INJUNCTIVE RELIEF**

Each party acknowledges that a breach of its obligations under this Agreement may, as determined by a court of competent jurisdiction, result in irreparable and continuing damage to the other party

## **EXHIBIT W**

### **NONDISCLOSURE ACCORD**

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for which monetary damages will not be sufficient. Each party further agrees that in the event of a breach or threatened breach by the Contractor of any of the provisions of this Agreement, the Agency shall be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

#### **19. CONSTRUCTION**

The Parties are sophisticated and have been represented by counsel during the negotiation of this Agreement. As a result, the Parties believe the presumption of any laws or rules relating to the interpretation of contracts against the drafter thereof should not apply, and hereby waive any such presumption.

#### **20. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Both Parties agree that signature pages may be detached from separate counterparts and attached to a separate counterpart so that all signature pages are physically attached to the same document. Transmission by facsimile of an executed counterpart to this Agreement will be deemed due and sufficient delivery of such counterpart, and a photocopy of an executed counterpart sent by facsimile transmission may be treated by the parties as a duplicate original.

#### **21. STANDARD CLAUSES FOR AGENCY CONTRACTS**

The parties agree that the Standard Clauses for NYS Contracts attached as Appendix A to this Agreement shall be incorporated by reference into this Agreement and that in the event of a conflict between any term or condition in the text of this Agreement and Appendix A, that the terms of Appendix A shall govern and control.

#### **22. BINDING AGREEMENT**

This Agreement shall be binding upon the parties hereto and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

---

NEW YORK STATE INSURANCE FUND

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

SS.:

Notary Public

## EXHIBIT 1

### Samples of NYSIF Production Print

Report Samples: Only the first page of any report is shown. There may be more pages.

SLA Priority Definitions: C, H, M, L

C = Checks : Deliver to Mail Center no later than 8:00AM the following day.

H = High : Deliver to Mail Center no later than 4 hours after print file received.

M = Medium : Deliver to Mail Center no later than 8:00AM the following day.

L = Low : Deliver to Mail Center no later than 8:00AM 2 business days  
following the day the print file is received.

Attributes for each Report:

Job Name : (Sample: WCCANC)

Job Code : (Sample: 74)

Report ID : (Sample: CLTR1)

SLA Priority : (C, H, M, L)

Frequency : (Daily, Weekly, Monthly, AdHoc)

Pages : (Single or Multiple)

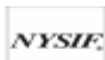
Sides : (Simplex or Duplex)

Cover Address Sheet : (Y or N)

Green Sheet Cover Sheet : (Y or N)

Average files size, in images : (Sample: 10,000)

Ink: (**HLC** = Cardinal Red + B&W), **B&W**, Check B&W **MICR**)



New York State Insurance Fund

[0001-000010022201][13931-00][VCBILLS-MBIL1#][01-00001]

95 KONRAD CRES.  
MARKHAM, ONTARIO  
CANADA L3R 8T8 XX 00000

Sample Standard Cover  
Address Sheet  
(blank below OMR mark)

# Exhibit 1-A

## Samples of NYSIF Production Print

### This section is for MICR Checks

<u>Job Name</u>	<u>SLA Priority</u>	<u>Frequency</u>	<u>Pages</u>	<u>Sides</u>	<u>Avg. File Size</u>	<u>Ink</u>	<u>Cover Sheet</u>	<u>Report</u>	<u>Job Code</u>
AREG	C	Daily	Single	Simplex	200	MICR	N	n/a	n/a
ASPL	C	Daily	Single	Simplex	10	MICR	N	n/a	n/a
CONL	C	Daily	Single	Simplex	3800	MICR	N	n/a	n/a
DBL-Claims	C	Daily	Single	Simplex	200	MICR	N	n/a	n/a
CREG	C	Daily	Single	Simplex	550	MICR	N	n/a	n/a
MREG	C	Daily	Single	Simplex	1850	MICR	N	n/a	n/a
WCF-Refund	C	Daily	Single	Simplex	100	MICR	N	n/a	n/a
WCF-Dividend	C	Daily	Single	Simplex	100	MICR	N	n/a	n/a
CAPR	C	Daily	Single	Simplex	10	MICR	N	n/a	n/a
WCF-PAPR	C	Daily	Single	Simplex	10	MICR	N	n/a	n/a
DBF-Refund	C	Daily	Single	Simplex	20	MICR	N	n/a	n/a

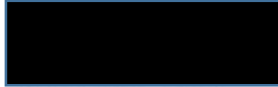
All checks have a similar layout, therefore only one example is on following page.

Exhibit 1-A  
Samples of NYSIF Production Print  
PAPR Check

00000000

WCF-PAPR 21844

POL #: 1119 738-1 54480534



THE STATE INSURANCE FUND

S.S. NO./ID. NO/AUTH.  
P 1119 738-1

STATEMENT OF

REFUND

PAYMENT

DATE:  
07/17/2015

DRAFT NO. :  
54480534

PLEASE DETACH CHECK AT PERFORATION

THIS IS WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

TO COMMISSIONER OF TAXATION AND FINANCE  
Through BANK OF AMERICA

THE STATE INSURANCE FUND

54480534

STATE OF NEW YORK  
DEPARTMENT OF TAXATION AND FINANCE  
DIVISION OF THE TREASURY

64-1278  
611

DATE 07/17/2015

00000000

\*\*SEVENTEEN THOUSAND FIFTY-ONE DOLLARS AND EIGHTY-SIX\*\*

\*\*CENTS\*\*

POL #: [REDACTED]

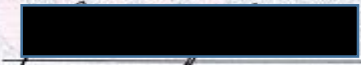
AMOUNT

\*\*\$17,051.86\*

PAY TO THE ORDER OF



VOID IF NOT CASHED WITHIN 180 DAYS



WORKERS' COMPENSATION FUND

# Exhibit 1-B


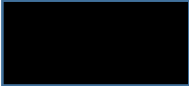
## Samples of NYSIF Production Print

**This section is for Workers Compensation policyholder bills**

<u>Job Name</u>	<u>SLA Priority</u>	<u>Frequency</u>	<u>Pages</u>	<u>Sides</u>	<u>Avg. File Size</u>	<u>Ink</u>	<u>Cover Sheet</u>	<u>Report</u>	<u>Job Code</u>
WCBILLS	M	Daily	Multi	Duplex	5408	HLC	Y	MBIL1	0081
WCBILLS_BROK	M	Daily	Multi	Duplex	4817	HLC	Y	BBIL1	0094
WCBILLS_GRUP	M	Daily	Multi	Duplex	11	HLC	Y	GBIL1	0095
WCBILLS_PAST	H	Daily	Multi	Duplex	2254	HLC	Y	MBIL1	0097

All bills have a similar layout, therefore one example is on following pages.

Exhibit 1-B  
Samples of NYSIF Production Print  
WCBills

		<b>New York State Insurance Fund</b>		<b>WORKERS' COMPENSATION</b>	
1045 7TH NORTH STREET, LIVERPOOL, NY, 13088-3100					
Any questions, Call 1-888-875-5790					
S 64 524-2					
Policy Number S 64 524-2	Group Number 90	Bill Number 50000030	Bill Date 05/04/2015	<div style="border: 1px solid black; padding: 5px;"> <b>Minimum Amount Due</b>            \$9,193.54            By 05/18/2015         </div>	
Previous Balance \$4,596.77	Payments Received \$0.00	Other Credits \$0.00	New Charges \$4,596.77	Other Debits \$0.00	Current Balance \$9,193.54

Workers' Compensation Activity Period - 04/03/2015 to 05/04/2015				
Transaction Date	Reference #	Payment/Credit Status	Charges	Credits
April 02, 2015		Previous Balance	\$4,596.77	
Payment of past due amount of \$9,193.54 must be received by 05/18/2015 to avoid cancellation.				
New Charges				
May 04, 2015	P000140	Installment 8 of 9 (10/02/2014)	\$4,586.77	
May 04, 2015	517153	Service Charge	\$10.00	
>>>Your current Total Account Balance is 13780.31. Payment of this amount is required to avoid service charges and/or future interest charges. See reverse side (Page 2) for details.				

Page 1 of 2






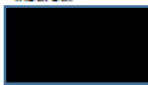

		<b>REMITTANCE SLIP</b>		   	
<p align="center"><b>To ensure proper credit, please mail payment &amp; remittance slip 7 days prior to the due date to the address below.</b>  <b>Include policy number on your check.</b></p>					
Policy No.	S 64 524-2	Insured:			
Current Balance:	\$9,193.54				
Past Due Amount:	\$9,193.54				
Minimum Amount Due:	\$9,193.54				
Date Due:	05/18/2015				
Payment Enclosed:					
<input type="checkbox"/> CHECK BOX FOR CHANGE OR CORRECTION OF NAME OR ADDRESS ENTER CHANGE ON REVERSE SIDE					
		<p align="center">Return to:</p> <p align="center">   <b>NYSIF Workers' Compensation</b>  <b>PO Box 5238</b>  <b>New York, NY 10008-5238</b> </p>			



Exhibit 1-B  
Samples of NYSIF Production Print  
WCBills

Policy Number: [REDACTED] \*\*\* Bill Number: 50000030 [REDACTED]

Failure to make payment by the date(s) indicated will result in the cancellation of this policy and notification to the Worker's Compensation Board as required by law and to holders of certificates of insurance, if any. If your policy is cancelled, any unpaid balance is subject to the provisions of section 18, paragraph 5 of the New York State Finance Law. If notice of nonpayment cancellation is issued, all outstanding premium, regardless of due date must be paid in full by the cancellation date in order for the policy to be reinstated. **This is the only notice you will receive before cancellation.**

<u>Minimum Amount Due Calculation</u>			
	<u>Account Balance</u>	<u>Remaining Installments</u>	<u>Minimum Payment Due</u>
a) Deposit/Rebill			
b) Installments	\$13,760.31	2	
c) Audit Balance			
d) Miscellaneous Charges	\$20.00		
e) Minimum Current Charge			
f) Past Due (Due By 05/18/2015)			\$9,193.54
Minimum Amount Due			\$9,193.54
<hr/>			
g) Remaining Audit Balance			
Current Balance			\$9,193.54
<hr/>			
h) Future Installments	\$4,586.77	1	\$4,586.77
Total Account Balance			\$13,780.31
<hr/>			
For policy periods effective 1/1/99 and later, to avoid future service charges you must pay 13780.31 by 05/18/2015.			
To insure timely posting to your account, payment must be mailed 7 days prior to the due date.			
<hr/>			

Page 2 of 2

IF YOU HAVE CHECKED THE BOX ON THE REVERSE SIDE, PLEASE ENTER NEW INFORMATION BELOW.

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# Exhibit 1-C


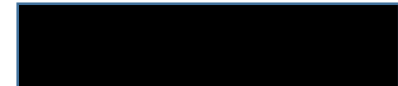
## Samples of NYSIF Production Print

**This section is for Disability policyholder bills**

<u>Job Name</u>	<u>SLA Priority</u>	<u>Frequency</u>	<u>Pages</u>	<u>Sides</u>	<u>Avg. File Size</u>	<u>Ink</u>	<u>Cover Sheet</u>	<u>Report</u>	<u>Job Code</u>
DBLBILL_BROK	M	Daily	Multi	Duplex	525	HLC	Y	DBBIL1	96
DBLBILLS	M	Daily	Multi	Duplex	842	HLC	Y	DBIL1	90
Pastdue_DBL	H	Daily	Multi	Duplex	267	HLC	Y		

All bills have a similar layout, therefore one example is on following pages.

Exhibit 1-C  
Samples of NYSIF Production Print  
DB Bills

		<i>New York State Insurance Fund</i>		<b>DISABILITY BENEFITS INSURANCE</b>	
1 WATERVLIEP AVE EXT., ALBANY, NY, 12206-1649					
Any questions, Call 1-888-875-5790					
DB 5000 52-7					
Policy Number DB 5000 52-7	Group Number DBL	Bill Number 50008510	Bill Date 05/04/2015	Minimum Amount Due \$0.00	
Previous Balance \$185.13	Payments Received \$185.13CR	Other Credits \$0.00	New Charges \$0.00	Other Debits \$0.00	Current Balance \$0.00

**See reverse side for Important Information  
Activity Period - 04/03/2015 to 05/04/2015**

Transaction Date	Reference #	Payment/Credit Status	Charges	Credits
April 02, 2015		Previous Balance	\$185.13	
April 15, 2015	005239	Payment Received - Thank You		\$185.13-
		Account Balance	\$0.00	

Page 1 of 2






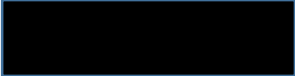

		<b>REMITTANCE SLIP</b>		   	
To ensure proper credit, please mail payment & remittance slip 7 days prior to the due date to the address below. Include policy number on your check.					
Policy No.	DB 5000 52-7	Pay your bill at <a href="http://nysif.com">nysif.com</a> or call 1-877-309-6028			
Current Balance:	\$0.00	eCHECK - no service fee			
Minimum Amount Due:	\$0.00	Credit card - 2.5% convenience fee by Official Payments			
Insured:					
		Return to:			
		 <b>NYSIF Disability Benefits</b> <b>PO Box 5239</b> <b>New York, NY 10008-5239</b>			
<input type="checkbox"/> CHECK BOX FOR CHANGE OR CORRECTION OF NAME OR ADDRESS ENTER CHANGE ON REVERSE SIDE					

Exhibit 1-C  
Samples of NYSIF Production Print  
DB Bills

Policy Number: [REDACTED] \*\*\* Bill Number: 50008510

Failure to make payment by the date(s) indicated will result in the cancellation of this policy and notification to the Worker's Compensation Board as required by law and to holders of certificates of insurance, if any. If your policy is cancelled, any unpaid balance is subject to the provisions of section 18, paragraph 5 of the New York State Finance Law. If notice of nonpayment cancellation is issued, all outstanding premium, regardless of due date must be paid in full by the cancellation date in order for the policy to be reinstated. **This is the only notice you will receive before cancellation.**

<u>Minimum Amount Due Calculation</u>		
	<u>Account Balance</u>	<u>Remaining Installments</u>
a) Deposit/Rebill		
b) Installments		
c) Audit Balance		
d) Miscellaneous Charges		
e) Minimum Current Charge		
f) Past Due		
<b>Minimum Amount Due</b>		
<hr/>		
g) Remaining Audit Balance		
Current Balance		
<hr/>		
h) Future Installments		
Total Account Balance		
<b>For policy periods effective 1/1/99 and later, to avoid future service charges you must pay</b>		<b>\$0.00 by 06/01/2015.</b>
<hr/>		

Page 2 of 2

IF YOU HAVE CHECKED THE BOX ON THE REVERSE SIDE, PLEASE ENTER NEW INFORMATION BELOW.

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# Exhibit 1-D

## Samples of NYSIF Production Print

**This section is for Workers Compensation Cancellations**

<u>Job Name</u>	<u>SLA Priority</u>	<u>Frequency</u>	<u>Pages</u>	<u>Sides</u>	<u>Avg. File Size</u>	<u>Ink</u>	<u>Cover Sheet</u>	<u>Report</u>	<u>Job Code</u>
WCCANC non-payment	H	Daily	Single	Duplex	261	HLC	Y	CLTR1	74
WCMANIFEST	H	Daily	Multi	Duplex	30	BW	Y	CGRP1	101
Underwriting	H	Daily	Single	Duplex	108	HLC	Y		

Examples are on following pages.

THE STATE INSURANCE FUND

WCU/N: A 0925 967-2  
DCC UNIT  
1 WATERVLIET AVE EXT.  
ALBANY N.Y. 12206-1629

POLICY NO.  
A 0925 967-2

THE STATE INSURANCE FUND

100 CHURCH STREET NEW YORK, N.Y. 10007-1173

TELEPHONE (212) 312-7500

DATE 05/04/2015

AMOUNT DUE

\$254.06

**NOTICE OF  
CANCELLATION**

BY REASON OF YOUR DEFAULT IN PAYMENT OF PREMIUMS AND OR ASSESSMENTS, YOU ARE HEREBY NOTIFIED THAT **EFFECTIVE 12:01 A.M. ON 05/24/2015**, YOUR WORKERS' COMPENSATION POLICY IS CANCELLED AND THE INSURANCE THEREUNDER IS TERMINATED. This notice is sent in compliance with the provisions of Section 54, Subdivision 5 of the New York Workers' Compensation Law.

**IMPORTANT - PLEASE NOTE**

To prevent your policy from being cancelled, you must pay the amount due before 12:01 a.m. on the effective date of the cancellation. Any payment or credit adjustment thereafter will not reinstate your policy. It will be credited to your account. Any credit balance remaining after final audit will be refunded.

Section 93-b of the Workers' Compensation Law states :

"An employer, whose policy of insurance has been cancelled by the State Insurance Fund for non-payment of premium and assessments, is ineligible to contract a subsequent policy of insurance with the State Insurance Fund while the billed premium on the cancelled policy remains uncollected."

You should also be aware that there may be additional penalties and obligations imposed upon you by Chapter 55 of the Laws of 1992 and/or the policy contract.

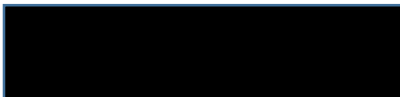
THIS CANCELLATION NOTICE APPLIES TO THE FOLLOWING :

CREDIT AND COLLECTION MANAGER

Exhibit 1-D  
Samples of NYSIF Production Print  
WCCANC

NP

A 0925 967-2



X

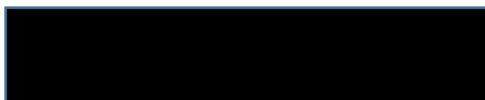


NYSIF  
DCC Unit  
1 Watervliet Ave Ext.  
Albany NY  
12206-1629

WCU/N



Address Correction Requested



CANCBACK

Exhibit 1-D  
Samples of NYSIF Production Print  
WC Manifest

<b>Name and Address of Sender</b> New York State Insurance Fund 199 Church Street New York City, NY 10007		<b>Check type of mail:</b> <input type="checkbox"/> Express <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD		<b>Return Receipt (RR) for Merchandise</b> <input type="checkbox"/> Certified <input type="checkbox"/> Int'l Rec. Del. <input type="checkbox"/> Del. Confirmation (DC)		<b>If Registered Mail</b> Check below: <input type="checkbox"/> Insured <input type="checkbox"/> Not Insured		<b>Affix stamp here if issued as certificate of mailing, or for additional copies of this bill.</b>							
<b>Line</b>	<b>Article Number</b>	<b>Addressee Name, Street, and PO Address</b>	<b>Postage</b>	<b>Fee</b>	<b>Handling Charge</b>	<b>Actual Value (If Reg.)</b>	<b>Insured Value</b>	<b>Due Sender If COD</b>	<b>RR Fee</b>	<b>DC Fee</b>	<b>SC Fee</b>	<b>SH Fee</b>	<b>SD Fee</b>	<b>RD Fee</b>	<b>Remarks</b>
1.			0.49	3.45					2.90						B 2312 305-2
2.			0.49	3.45					2.90						G 0818 232-1
3.			0.49	3.45					2.90						G 1457 498-2
4.			0.49	3.45					2.90						G 1464 548-5
5.			0.49	3.45					2.90						G 1485 268-5
6.			0.49	3.45					2.90						G 1486 258-5
7.			0.49	3.45					2.90						G 2007 726-9
8.			0.49	3.45					2.90						G 2319 263-6
9.			0.49	3.45					2.90						H 1009 757-4
10.			0.49	3.45					2.90						H 1133 201-2
11.			0.49	3.45					2.90						H 2129 218-0
12.			0.49	3.45					2.90						I 1317 305-9
<b>Total Number of Pieces Listed by Sender</b>			<b>Received at Post Office</b>			<b>The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the destruction of nonpostable documents under Express Mail document receipts is \$50,000 per occurrence. The maximum indemnity payable for the destruction of registered mail is \$500,000 per occurrence. The maximum indemnity payable for Special Mail is \$500,000 per occurrence. The maximum indemnity payable for Registered Mail is \$500,000 per occurrence. The maximum indemnity payable for Registered Mail with optional registered mail insurance is \$500,000 per occurrence. The maximum indemnity payable for Registered Mail with optional registered mail insurance and COD mail is \$500,000 per occurrence. The maximum indemnity payable for Registered Mail with optional registered mail insurance and COD mail and Special Handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.</b>									
<b>SET</b>			<b>CERTIFIED MAIL - UNDERWRITING CANCELLATIONS</b>												
<b>PAGE 1</b>			<b>12/18/2015</b>												
<b>PS Form 3877, April 1999</b>															

Complete by Typewriter, Ink, or Ball Point Pen

|||||



## Exhibit 1-E

### Samples of NYSIF Production Print

#### This section is for Billing Info Pages

<u>Job Name</u>	<u>SLA Priority</u>	<u>Frequency</u>	<u>Pages</u>	<u>Sides</u>	<u>Avg. File Size</u>	<u>Ink</u>	<u>Cover Sheet</u>	<u>Report</u>	<u>Job Code</u>
PHS Info Page	M	Daily	Multi	Duplex	13846	HLC	y	INF1	0019
InfoPage GRP	L	Daily	Multi	Duplex	4319	HLC	y	GRP1	0048
InfoPage REP	L	Daily	Multi	Duplex	5195	HLC	y	BKR1	0047

Examples are on following pages.

PHS Info Page and InfoPage GRP are similar pages intentionally left out.

\*On occasion the SLA priority may be high vs. medium.

\*Average file size may vary greatly.



Exhibit 1-E  
Samples of NYSIF Production Print  
[PHS Info Page](#)

**CONDITIONS**

1. THE POLICY ISSUED BY THE STATE INSURANCE FUND IS A CONTINUOUS ONE AND REMAINS IN EFFECT UNTIL CANCELLED.
2. THIS DOCUMENT NEITHER REINSTATES THE POLICY IF PREVIOUSLY CANCELLED NOR RESCINDS ANY OUTSTANDING CANCELLATION NOTICE.
3. FOR THE PURPOSE OF SERVING NOTICE, THIS ASSURED AGREES THAT THE ADDRESS SHOWN ON PAGE ONE OF THIS DOCUMENT IS BOTH BUSINESS AND RESIDENCE ADDRESS OF THIS ASSURED AND/OR ANY REPRESENTATIVE OF THIS ASSURED UPON WHOM NOTICE MAY BE SERVED.
4. PURSUANT TO CHAPTER 55 OF THE LAWS OF 1992, ALL CHECKS RETURNED UNPAID WILL BE SUBJECT TO A \$20 ADMINISTRATIVE FEE.

Policyholders with annual deposit premium of \$1,000 or more can elect to pay the deposit premium via our extended payment plan. Once the initial deposit on your premium has been paid, the remaining balance can be paid in installments through the tenth month your policy year.

A \$10 policy service charge will apply to each installment bill for policies issued or renewed January 1, 1999 and later.

## PHS Info Page

199 Church St, New York, NY, 10007-1100  
(888) 875-5790

INSURED: K 106 706-5

\* PERIOD OF COVERAGE BEGINS AND ENDS AT TWELVE AND ONE MINUTE O'CLOCK A.M. EASTERN STANDARD TIME

TYPE OF BUSINESS: CORPORATION

THIS POLICY COVERS THE FOLLOWING LOCATION

1-2 EFF: 03/28/2014

ITEM#	CODE	CLASSIFICATION	DESCRIPTION	ESTIMATED PAYROLL	X RATE PER \$100	= SIF MANUAL RATE PREMIUM
1.	9028	BUILDING OPER	DWELLING NOC ETC-U	10,600	5.12	542.72
2.		MANUAL PREMIUM				542.72
3.		BALANCE TO MINIMUM PREMIUM				20.28
4.		TOTAL STANDARD PREMIUM				563.00
5.		EXPENSE CONSTANT				250.00
6.		TERRORISM PREMIUM.				6.89
7.		NATURAL DISASTER AND CATASTROPHE PREMIUM				1.27
8.		TOTAL ESTIMATED ANNUAL PREMIUM				821.16
9.		ASSESSMENT CHARGE 12.9% OF (ITEM 8 LESS ITEM 5 )				73.68
10.		TOTAL ESTIMATED POLICY COST.				894.84

SUBJECT TO ANNUAL PAYROLL REPORT BY ASSURED.

NIF2S / NIF10SV1 (01/1960)

||00000000000029507325||0001-000001067065||14275-00||PHS\_INFC-INFI#||01-00001

## PHS Info Page

199 Church St, New York, NY, 10007-1100  
(888) 875-5790

INSURED: K 106 706-5

114

\* PERIOD OF COVERAGE BEGINS AND ENDS AT TWELVE AND ONE MINUTE O'CLOCK A.M. EASTERN STANDARD TIME

THIS POLICY IS AMENDED BY ADDING THE FOLLOWING THREE PARAGRAPHS TO "PART FOUR" PARAGRAPH "E". PREMIUM PAYMENTS: IF YOUR ANNUAL DEPOSIT PREMIUM IS \$1,000 OR MORE, YOU MAY ELECT TO PAY THE DEPOSIT PREMIUM VIA OUR EXTENDED PAYMENT PLAN. ONCE THE INITIAL DEPOSIT ON YOUR PREMIUM HAS BEEN PAID THE REMAINING BALANCE CAN BE PAID IN INSTALLMENTS THROUGH THE TENTH MONTH OF YOUR POLICY YEAR. THERE WILL BE A SERVICE CHARGE OF \$10 PER INSTALLMENT FOR THOSE WHO OPT FOR AN EXTENDED PAYMENT PLAN.

POLICYHOLDERS WITH AN AUDIT PREMIUM DUE OF \$30 OR MORE MAY ALSO ELECT TO PAY THIS PREMIUM VIA A PAYMENT PLAN. THE SEPARATE TERMS OF THE AUDIT PREMIUM PAYMENT PLAN WILL BE SHOWN ON THE MONTHLY STATEMENTS. INTEREST WILL BE CHARGED AT A RATE OF 1% PER MONTH (12% APR) ON THE OUTSTANDING AUDIT BALANCE. THIS IS IN ADDITION TO THE \$10 PER MONTH SERVICE CHARGE DESCRIBED ABOVE.

\_\_\_\_\_

## PHS Info Page

199 Church St, New York, NY, 10007-1100  
(888) 875-5790

INSURED: K 106 706-5

\* PERIOD OF COVERAGE BEGINS AND ENDS AT TWELVE AND ONE MINUTE O'CLOCK A.M. EASTERN STANDARD TIME

An overall loss cost increase of 5.9%, which includes an increase of 5.6% in the average manual loss cost level, a change in the loss cost provision for terrorism to \$0.045 per \$100 of payroll, and no change in the loss cost for natural disasters and catastrophic industrial accidents, has been approved by the New York State Department of Financial Services to become effective on October 1, 2015.

**Legislative and Regulatory Changes** - This revision includes an estimate of the latest cost of the increases in the maximum weekly benefits that were set forth in the 2007 Workers Compensation Reform legislation. In addition, the 2013 enacted New York State Budget provided for the elimination of the Reopened Case Fund and for the increase in the minimum weekly benefits. The combined overall impact of these changes is an increase of 5.2% in manual loss costs.

**Future Trends** - The latest analysis of New York claim severity and claim frequency indicates a continuing small decrease in claim frequency and an upward trend in both indemnity and medical claim costs. Combined with a projected wage trend, the final selected net trend factor is 0.0%.

**Classification Loss Costs** - Although the average manual loss cost level is increasing by 5.6%, individual classification loss cost changes are based on the most recently available loss experience for each classification. Both increases and decreases from the current loss costs have been actuarially calculated for each class. This process ensures that each classification loss cost reflects the appropriate level relative to the experience of the other classifications.

9028	BUILDING OPER DWELLING NOC ETC-U	\$	5.12	3.80% DECREASE
------	----------------------------------	----	------	----------------

PLEASE READ THE NOTICE REGARDING THE ASSESSMENT CHARGE ON THE REVERSE SIDE.

Exhibit 1-E  
Samples of NYSIF Production Print  
PHS Info Page

**THE STATE INSURANCE FUND**  
199 Church Street New York, N.Y. 10007

ASSESSMENTS FOR WORKERS' COMPENSATION POLICIES ISSUED ON OR AFTER JANUARY 1, 2016:

The Assessment Charge listed on the Information Page of the policy is a charge assessed by the Workers' Compensation Board to cover the costs of the Board in administering the workers' compensation system and in financing various special funds that the Board administers. As provided by the Workers' Compensation Law, for policies issued or renewed in or after 2014, these charges will be assessed directly to you as an employer but will continue to be billed by us along with your premium. We will remit the Assessment Charge to the Board. The Board has determined that the rate for assessments effective January 1, 2016 is 12.9 %, which is applied to your "Total Estimated Annual Premium" shown on the Information Page of the policy (subject to any later changes to your annual premium), less the Expense Constant, less any credit for a deductible that applies to your policy and less any premium for federal coverage that applies to your policy. You will be billed one amount reflecting the total of your premium, Board assessments and all other applicable charges. Your failure to pay an Assessment Charge to us will result in the cancellation of your policy.

THE STATE INSURANCE FUND



## PHS Info Page

## 21



Exhibit 1-E  
Samples of NYSIF Production Print  
PHS Info Page

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregated industry insured Losses exceed:
  - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
  - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
  - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
  - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
  - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
  - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceeds \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in the Information Page or in the schedule below.

**Schedule**

State	Rate
New York State	Rate per \$100 of Payroll \$.065
	Non-payroll Base Exposures 3.4% of the State Fund manual rate premium

The State Insurance Fund

## PHS Info Page

## 23

## PHS Info Page

## POLICYHOLDER NOTICE OF RIGHT TO APPEAL

### Policyholder Disputes

Policyholders are entitled to inquire, challenge and dispute issues relating to classification, ownership, premium auditing, and/or other New York Compensation Insurance Rating Board (NYCIRB) rulings or decisions pertaining to this policy.

Please refer to the Employer's Appeal Process noted below.

Inquiries may also be directed to the New York State Department of Financial Services (DFS) at:

<http://www.dfs.ny.gov/about/contactus.htm#consumer>

or by calling the Consumer Hotline at 800-342-3736 (Monday through Friday, 8:30 AM to 4:30 PM).

### Policyholder Right to Appeal

An insured, or its representative, (hereafter referred to as "insured"), may appeal the application of a rule or procedure contained in the NY Workers Compensation & Employers Liability Manual. Rules or procedures are defined as those determinations, either by a carrier or the Rating Board, which define the variables which make up the policy conditions. Examples include: classification codes, ownership information, premium audits, and any other determination which may affect the policy.

To be considered for review, a written request explaining the reason(s) for the appeal must be submitted to the Rating Board. Upon receipt of the request for review, the following actions will be taken:

1. A staff member will review the request and respond to the insured within sixty (60) days, in writing, acknowledging receipt of the request, granting the insured its request or sustaining its original ruling.
2. The insured, if not satisfied with the outcome in 1. above, may then request, in writing, a conference with members of the Rating Board staff. The request must state the nature of the complaint and contain any supporting documents. The appropriate Department Vice President or his or her designated representative, if appropriate, will preside at the conference.
3. If the dispute is not resolved at the conference, the insured may then appeal to the Underwriting Committee of the Rating Board for a hearing to consider the staff ruling. This appeal must be in writing and must specify the reason(s) for the appeal and the nature of the complaint.

Following receipt of the appeal, the insured will be notified regarding the time and place for the hearing. The appeal will be heard at the next Underwriting Committee meeting for which appropriate time can be given for this matter. Subsequent to the hearing, the insured will be advised, in writing, of the Underwriting Committee decision regarding its complaint.

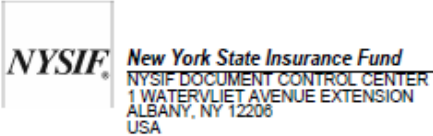
4. If the Underwriting Committee ruling is not satisfactory to the insured, the insured may then request a hearing at the New York State Department of Financial Services to consider the decision of the Rating Board's Underwriting Committee.
5. The New York State Department of Financial Services decision may be appealed to a higher court, by either the insured or the Rating Board.

## THE STATE INSURANCE FUND

Exhibit 1-E  
Samples of NYSIF Production Print  
PHS Info Page

STATE OF NEW YORK - WORKERS' COMPENSATION BOARD ESTADO DE NUEVA YORK - JUNTA DE COMPENSACION OBRERA		www.wcb.ny.gov Statewide Fax Line: 877-533-0337
<b>NOTICE OF COMPLIANCE</b>		<b>AVISO DE CUMPLIMIENTO</b>
<b>TO EMPLOYEES</b>		<b>A EMPLEADOS</b>
<b>IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE INJURED OR SUFFER AN OCCUPATIONAL DISEASE WHILE WORKING.</b>		<b>INFORMACION IMPORTANTE PARA EMPLEADOS QUE SEAN LESIONADOS O SUFRAN UNA ENFERMEDAD OCUPACIONAL MIENTRAS TRABAJAN.</b>
<p>1. By posting this notice and information concerning your rights as an injured worker, your employer is in compliance with the Workers' Compensation Law.</p> <p>2. If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.</p> <p>3. You are entitled to obtain any necessary medical treatment and should do so immediately.</p> <p>4. You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers' Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.</p> <p>5. You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company, which is indicated at the bottom of this form.</p> <p>6. You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.</p> <p>7. You should not pay any medical providers directly. They should send their bills to your employer's insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for the payment of the bills.</p> <p>8. You are entitled to be represented by an attorney or licensed representative, but it is not required. If you do hire a representative do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.</p> <p>9. If you have difficulty in obtaining a claim form or need help in filing it out, or if you have any other questions or problems about a job-related injury, contact any office of the Workers' Compensation Board.</p>		<p>1. Su patrono está cumpliendo la Ley de Compensación Obrera cuando despliega este comunicado concerniente a sus derechos como trabajador lesionado.</p> <p>2. Si usted no notifica a su patrono dentro del término de 30 días de haber sufrido su lesión su reclamación podría ser desestimada, por eso notifique inmediatamente.</p> <p>3. Usted tiene derecho a recibir cualquier tratamiento médico necesario relacionado con su lesión y debe gestionarlo inmediatamente.</p> <p>4. Para el tratamiento de cualquier lesión o enfermedad relacionada con el trabajo, usted puede escoger cualquier médico, podiatra, quiropráctico o psicólogo (si es referido por un médico autorizado) que esté autorizado y acepte pacientes de la Junta de Compensación Obrera. Sin embargo, si su patrono está autorizado a participar una organización certificada de proveedores preferidos (PPO) usted deberá obtener tratamiento inicial para cualquier lesión o enfermedad relacionada con el trabajo de la correspondiente entidad. Patronos que participen en cualquier de estos programas establecidos por ley están obligados a proveer a sus empleados notificación escrita explicando sus derechos y obligaciones bajo el programa a que esté acogido.</p> <p>5. Usted deberá requerir de su Médico que radique copias de los informes médicos de su caso en la Junta de Compensación Obrera y en la compañía de seguros de su patrono, que se indica al final de esta forma.</p> <p>6. Usted tiene derecho a compensación si su lesión relacionada con el trabajo le impide trabajar por más de siete días, le obliga a trabajar a sueldo más bajo o resulta en incapacidad permanente de cualquier parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitación si necesita ayuda para regresar al trabajo.</p> <p>7. No pague a ningún proveedor médico directamente por tratamiento de su lesión o enfermedad relacionada con el trabajo. Ellos deben enviar sus facturas al asegurador de su patrono. Si el caso es cuestionado, el proveedor deberá esperar hasta que la Junta decida el caso, antes de iniciar gestión de cobro alguna contra usted. Si usted no tramita su caso o la Junta falla que su lesión o enfermedad no está relacionada con el trabajo, usted podría ser responsable de pago de las facturas.</p> <p>8. No es obligatorio el estar representado en ninguno de los procedimientos de la Junta, pero es un derecho que usted tiene, el estar representado por abogado o por representante licenciado si usted así lo desea. Si es representado, no pague al abogado o al representante licenciado. Cuando la Junta decida su caso, los honorarios serán determinados por la Junta y descontados de sus beneficios.</p> <p>9. Si tiene dificultad en conseguir un formulario de reclamación o necesita ayuda para llenarlo o tiene dudas sobre cualquier situación relacionada con una lesión o enfermedad comuníquese con la oficina más cercana de la Junta.</p>
<b>WORKERS' COMPENSATION BOARD OFFICES</b> Albany, 12241 - 100 Broadway-Menands - (866) 750-5157 Brooklyn, 11201 - 111 Livingston St. - Brooklyn - (800) 877-1373 Binghamton, 13901 - State Office Bldg.-44 Hawley St. - (866) 802-3604 Buffalo, 14202 - 369 Franklin Street - (866) 211-0645 Hauppauge, 11788 - 220 Rarito Drive - Suite 100 - (866) 681-5354 Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630 New York, 10027 - 215 W. 125th St. - Manhattan - (800) 877-1373 Peekskill, 10566 - 41 North Division St. - (866) 746-0552 Queens, 11432 - 168-45 91st Ave. - Jamaica (800) 877-1373 Rochester, 14614 - 130 Main Street West - (866) 211-0644 Syracuse, 13203 - 935 James St. - (866) 802-3730		
<b>DOWNSTATE MAIL ADDRESS:</b> Claims-related mail for the Hauppauge, Hempstead, Peekskill and all NYC offices should be mailed to: PO Box 5205 Binghamton, NY 13902-5205		
Workers' Compensation Benefits, when due, will be paid by (Los beneficios de Compensación Obrera, cuando debidos, serán pagados por):		
<b>THE STATE INSURANCE FUND</b> 199 Church Street, New York, N. Y. 10007 (212) 312-9000		Name of employer (Nombre de patrono)
Effective From <u>02/08/2016</u> To <u>cancellation</u> (En Vigor Desde) (Hasta cancellation)		
Policy No. <u>[REDACTED]</u> (Poliza No.)		
C-105 (08-2009) S. I. F. U-30 "COVERED"		THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.
ISSUED BY CHAIR WORKERS' COMPENSATION BOARD STATE OF NEW YORK www.wcb.ny.gov		Failure by an employer to post this notice in and about the employer's place or places of business may result in a \$250 penalty for each violation.

Exhibit 1-E  
Samples of NYSIF Production Print  
PHS Info Page REP



Address Service Requested

[0001-000013922927][14279-01][InfoPage-BKR1##][01-00001]



A COPY OF THIS MAILING HAS BEEN SENT TO THE POLICYHOLDER



**THE STATE INSURANCE FUND**  
8 Corporate Center Drive, 3rd Floor, Melville, NY, 11747-3166  
(888) 875-5790



Exhibit 1-E  
Samples of NYSIF Production Print  
PHS Info Page REP

CONDITIONS

1. THE POLICY ISSUED BY THE STATE INSURANCE FUND IS A CONTINUOUS ONE AND REMAINS IN EFFECT UNTIL CANCELLED.
2. THIS DOCUMENT NEITHER REINSTATES THE POLICY IF PREVIOUSLY CANCELLED NOR RESCINDS ANY OUTSTANDING CANCELLATION NOTICE.
3. FOR THE PURPOSE OF SERVING NOTICE, THIS ASSURED AGREES THAT THE ADDRESS SHOWN ON PAGE ONE OF THIS DOCUMENT IS BOTH BUSINESS AND RESIDENCE ADDRESS OF THIS ASSURED AND/OR ANY REPRESENTATIVE OF THIS ASSURED UPON WHOM NOTICE MAY BE SERVED.
4. PURSUANT TO CHAPTER 55 OF THE LAWS OF 1992, ALL CHECKS RETURNED UNPAID WILL BE SUBJECT TO A \$20 ADMINISTRATIVE FEE.

You can elect to pay audit(s) premium of \$30 or more via a payment plan. The terms of the payment plan will be shown on your monthly statements. Interest will be charged at a rate of 1% per month (12% APR) on the unpaid audit balance for policies issued or renewed January 1, 1999 and later.

A \$10 service charge will apply to each installment bill for policies issued or renewed January 1, 1999 and later.





Exhibit 1-E  
Samples of NYSIF Production Print  
PHS Info Page REP

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Document Type: <b>INFORMATION PAGE</b>	Group No:	Period Covered:	R.B. File No:
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Policy No:
Date:
Document Number:

INFORMATION PAGE RENEWAL POLICY

THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

ITEM CODE	DESCRIPTION	PAYROLL	RATE	MAN. PRFM.
1 7219	TRUCKEN-MOC-ALL EMPL INCL DRIVERS-U	\$102,300.00	\$26.65	\$17,032.95
2	MANUM. PREMIUM			\$17,032.95
3	WAGE CHANGE 1% OF (ITEM 2)			\$2,554.94
4	EXPENSE CONSTANT			\$290.00
5	TEREURESH PREMIUM			\$99.33
6	NATURAL DISASTER AND CATASTROPHE PREMIUM			\$12.28
7	TOTAL ESTIMATED ANNUAL PREMIUM			\$19,995.50
8	ASSIGNMENT CHANGE 1% OF (ITEM 7 LESS ITEM 4)			\$2,596.05
9	TEMPORARY ASSPMT CREDIT (SEE ASSPMT NOTICE)			\$1,021.43 CR
10	TOTAL ESTIMATED POLICY COST			\$21,480.12
A	DEPOSIT PREMIUM REQUIRED 25% OF (ITEM 10)			\$5,370.78

THE REMAINING BALANCE CAN BE PAID IN 9 INSTALLMENT(S). A \$10 SERVICE CHARGE WILL APPLY TO EACH INSTALLMENT. YOU MAY PAY THE FULL ESTIMATED AMOUNT IF YOU WISH.

A credit or debit applied to manual rate premium based on underwriting reevaluation of an insured's risk.

A policy fee charged on every workers' compensation policy, regardless of premium size, to compensate for the basic costs of administering the policy.

Terrorism Premium is a charge on all workers' compensation policies to account for possible terrorist acts not otherwise considered in the computation of premium. The total payroll is divided by 100 and multiplied by the terrorism rate.

For non-payroll classes the premium for terrorism is calculated as a percentage, multiplied by the non-payroll class premium.

Natural Disaster and Catastrophe Premium is a charge on all workers' compensation policies to account for possible natural disasters and catastrophes not otherwise considered in the computation of premium. The total payroll is divided by 100 and multiplied by the rate for Natural Disasters and Catastrophic Industrial Accidents. For non-payroll classes the premium is calculated as a percentage, multiplied by the non-payroll class premium.

An amount assessed by the Workers' Compensation Board to cover the costs of the Board in administering the workers' compensation system and in financing various special funds that the Board administers. A separate notice provides further explanation of this charge.

Due to the changes in the Workers Compensation Law, assessments are now being calculated under a new formula. The temporary assessment credit offsets any increase you would have been required to pay NYSIF, for the Board's assessments, had the prior calculation methodology been used. This credit does not apply to policies which were inception January 1, 2014, or after. If your policy was inception prior to 2014 please see the separate notice for further information.

For a detailed explanation of all premium components find the Policyholders section under Services at [nysif.com](http://nysif.com), click "WC Premium & Billing" and go to "WC Premium Components."

If you would like to speak to a customer service representative please call 888-875-5790 Monday through Friday from 8:00 a.m. to 5:00 p.m.

# Exhibit 1-F

## Samples of NYSIF Production Print

### This section is for DB Policy Cancellations

<u>Job Name</u>	<u>SLA Priority</u>	<u>Frequency</u>	<u>Pages</u>	<u>Sides</u>	<u>Avg. File Size</u>	<u>Ink</u>	<u>CoverSheet</u>	<u>Report</u>	<u>Job Code</u>
DBL Voluntary Cancellation Notice	H	Daily	Multi	Duplex	23	B/W	Y		
DBL NonPayment Cancellation Notice	H	Daily	Multi	Duplex	17	B/W	Y		
DB-829	H	Daily	Single	Duplex	42	B/W	Y	829	0049
DB-829BW	M	Daily	Single	Duplex	11	B/W	Y	829BW	0063

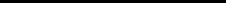

Examples are on following pages.  
 DB-839BW intentionally left out due to similarities.

## 1

DB-829

<p>A. NYS Unemployment Insurance Employer's Registration No. (ERNUM)</p>	<p>B. Effective Date of Coverage (COVEFF) 07/01/50</p>
<p>C. Legal Name and Address of Employer, Including Name Under Which Business Conducted, If any. *</p> <div style="background-color: black; width: 100%; height: 100px;"></div>	<p>D. Policy No.*** (POLNUM) 42 37-5</p> <p>E. Carrier Identifying No.*** (CARCOD) B152007</p> <p>F. W.C.B. Plan No.(Association,Union or Trustees) **</p> <p>H. Approx. No. of Employees Covered</p>
<p>G. Name and Address of Policyholder, if Different from Employer.</p>	<p>*List on reverse side Employer's Payroll Records Address, if different from above.          **Applies only if policyholder is an Association, Union or Trustees which has filed Form DB-801.          ***If policyholder is an Association, Union or Trustees for which Form DB-820.3 is filed, do not complete item D.</p>

Date Cancellation or Termination is to be effective (CANC DT)	1/10/16	Date Cancellation or Termination sent to Employer (EMPNOT)	12/22/15
Reason for Cancellation: <b>2</b> NON-PAYMENT OF PREMIUM			

DATE SIGNED	<u>12/22/15</u>	THE STATE INSURANCE FUND	
		NAME OF INSURANCE CARRIER	SIGNATURE OF AUTHORIZED REPRESENTATIVE
CERTIFIED	<u>7107 8628 9895 0474 6966</u>		<u>DIRECTOR OF DISABILITY INSURANCE</u>
		TELEPHONE NO.	TITLE

[00000000000026523308]7010-~~000000000000~~[44X]1-4280-01]D8-82544-825444[D1-000001]

Exhibit 1-F  
Samples of NYSIF Production Print  
DB-829

DBL 42 37-5



X

7107 8628 9895 0474 6966

NYSIF  
199 Church St  
NY, NY 10007



7107 8628 9895 0474 6966

Address Service Requested

DBL 42 37-5



42 37-5

EMPLOYER

## Exhibit 1-G

### Samples of NYSIF Production Print

**This section is for PHS PIN Letters**

<u>Job Name</u>	<u>SLA Priority</u>	<u>Frequency</u>	<u>Pages</u>	<u>Sides</u>	<u>Avg. File Size</u>	<u>Ink</u>	<u>Cover Sheet</u>	<u>Report</u>	<u>Job Code</u>
PIN Letters	M	Daily	Single	Duplex	56	HLC	Y	PINS	0079

Examples are on following pages.

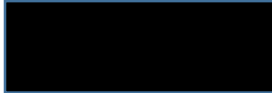
\*Highly secured documents, must be delivered to NYSIF not the mailing vendor.

Exhibit 1-G  
Samples of NYSIF Production Print  
PIN Letters



New York State Insurance Fund

[0001-000012732376][##Z][14026-01][PIN\_LETT-PINS##][01-00001]



December 17, 2014  
Re: Rep No. 1273 237-6

Dear Policyholder:

As requested, we are providing you with the **Personal Identification Number (PIN)** shown below. This PIN will allow you to access your Workers' Compensation policy account over the Internet, including the following services:

- eCERTS - Request and renew Certificates of Insurance.
- CONNECTS (Clients On Net NYSIF Electronic Claims Tracking System) - View, print and download your current claims information.
- eBILL - View, print and download your most recent premium invoices.
- Account Summary - Provides account summary for your policy.

**Your PIN is valid for 30 days from the date of this letter, after which time it will expire. It is important that you use your PIN within 30 days to activate your Internet account.**

Login to your account at [www.nysif.com/customer](http://www.nysif.com/customer) and click on the Update PIN menu on the left side of the screen and complete Step 4 by entering the PIN number found in bold below on this letter.

You only need to use your PIN once. Thereafter, continue to use the same User Name and Password that you have already created to log into your account. The PIN verifies your identity so that you can access the enhanced features offered by our web site.

If you have any questions or concerns regarding this notice please call Customer Service at (888) 875-5790.

We recommend that you visit our website often to take advantage of new features as they become available.

THE NEW YORK STATE INSURANCE FUND



# Exhibit 1-H

## Samples of NYSIF Production Print

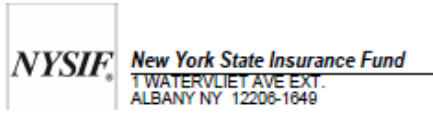
**This section is for Objection Letters and Mailers**

<u>Job Name</u>	<u>SLA Priority</u>	<u>Frequency</u>	<u>Pages</u>	<u>Sides</u>	<u>Avg. File Size</u>	<u>Ink</u>	<u>Cover Sheet</u>	<u>Report</u>	<u>Job Code</u>
OBJLTR	M	Daily	Multi	Duplex	1585	BW	Y	C_OBJM	0050
OBJXLTR	H	Daily	Multi	Duplex	248	BW	Y	C_OBJX	0072

Examples are on following pages.  
OBJLTR pages intentionally left blank due to similarities.



Exhibit 1-H  
Samples of NYSIF Production Print  
OBJXLTR



Address Service Requested

[7000-#####][#97][14281-01][OBJXLTR#-C\_OBJX][01-00001]



OBJXLTR

39

## Exhibit 1-I

### Samples of NYSIF Production Print

**This section is for CHS Printing**

<u>Job Name</u>	<u>SLA Priority</u>	<u>Frequency</u>	<u>Pages</u>	<u>Sides</u>	<u>Avg. File Size</u>	<u>Ink</u>	<u>Cover Sheet</u>	<u>Report</u>	<u>Job Code</u>
C-8-4LTR	L	Daily	Multi	Duplex	5062	HLC	Y	C841	0062
CDTNLTR	M	Daily	Multi	Duplex	519	HLC	Y	CDTN1	0103
PBMEMPL	M	Daily	Multi	Duplex	2456	HLC	Y	PBM1	0068
EMPL_FORMS	M	Daily	Multi	Duplex	278	HLC	Y	EMPL_LTTRS_1	0065
WCB-CLMFS-P	M	Daily	Multi	Duplex	519	HLC	Y	CLAIM_FORM	0084

Examples are on following pages.

Exhibit 1-I  
Samples of NYSIF Production Print  
C-8-4LTR



New York State Insurance Fund

199 CHURCH ST NEW YORK NY 10007-1100

**NOTICE TO HEALTH CARE PROVIDER AND INJURED WORKER  
OF A CARRIER'S REFUSAL TO PAY ALL (OR A PORTION OF)  
A MEDICAL BILL DUE TO VALUATION OBJECTION(S)**

1. WCB Case Number	2. Carrier Case Number	3. Carrier Code	4. Date of Injury	5. Social Security Number
[REDACTED]	[REDACTED]	[REDACTED]	05/25/2012	[REDACTED]
Name			Address to which notices should be sent (give Number and Street, City, State and Zip Code)	
6. Injured Person			[REDACTED]	
7. Employer*			[REDACTED]	
STATE OF NEW YORK			[REDACTED]	
8. Carrier			[REDACTED]	
9. Volunteer Fire or Ambulance Company, if applicable			[REDACTED]	
10. Injured Person's Doctor			[REDACTED]	

\* In volunteer firefighters' and volunteer ambulance workers' benefit cases, the liable political subdivisions (or unaffiliated ambulance service as defined in Sec. 30 VAWBL) is deemed to be the "EMPLOYER."

**MEDICAL BILL INFORMATION:**

11. Date of Medical Bill	12. Date Bill Received	13. Treatment Date(s)
10/19/2015	11/12/2015	10/12/2015
14. Amount of Medical Bill	15. Amount Paid	16. Amount In Dispute
\$ 102.93	\$ 99.93	\$ 3.00

**REASON(S) FOR OBJECTION TO MEDICAL BILL: Please check all that apply.**

Amount of Bill:

- ☒ is excessive or not in accordance with pertinent NYS Medical Fee Schedule  
☐ has not been properly pro-rated or apportioned between providers  
☐ uses improper CPT codes  
☒ is not in accordance with Ground Rules limitation

Treatment:

- ☐ is inappropriate  
☐ involves concurrent or overlapping services  
☐ is duplicative, excessive or rendered too frequently  
☐ involves unnecessary or excessive hospitalization  
☐ involves a provider treating outside scope of practice

**FAILURE TO PAY UNDISPUTED PORTION OF BILL WITH THIS NOTIFICATION SHALL NOT BE CONSIDERED A TIMELY NOTIFICATION.**

**IT IS HEREWITHT CERTIFIED THAT A COPY OF THIS FORM WAS SENT THIS DATE TO THE HEALTH CARE PROVIDER  
AND THE WORKERS' COMPENSATION BOARD.**

Dated 12/17/2015  
[REDACTED]  
Tel. No. & Ext.

Prepared By [REDACTED]  
Case Manager  
Official Title

C-8.4 (1-11)

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

**SEE REVERSE SIDE**

[XXXXXXXXXXXXXXXXXXXX264424427000-XXXXXXXXXXXX]31214275-01[C-8-4LTR-CM1100]01-00001

**Information Concerning Medical Treatment and Bills  
For Injured Workers, Carriers, and Health Care Providers**

**1. Medical Care** - Workers' Compensation insurance provides medical, surgical, optometric or other attendance or treatment necessitated by the work-related injury or illness without cost to the injured worker. The cost is paid by the employer or its insurance carrier, and the health care provider may not collect a fee from the patient. Sometimes, the insurance carrier may object to the length or type of treatment or to the amount the provider has billed for treatment. The injured worker should not pay the provider for services rendered until the Board rules that the services are not covered by workers' compensation.

**2. Objection to Payment** - 12 NYCRR Rule 325-1.24(c) and 325-1.25(c) provide that the carrier shall, within 45 days after a bill has been submitted, pay the bill; or notify the health provider or hospital in writing that the bill is not being paid and explain in detail the reasons for nonpayment. The carrier must file the appropriate objection form, unless the amount billed for a particular CPT code is in excess of the amount specified by the appropriate fee schedule. If this is not done, the carrier may be mandated to pay for the medical services along with interest and penalty.

**3. Form C-8.4** - This form was designed specifically to provide carriers with a useful format for notification of valuation objections. This form must be used for valuation objections except when the amount billed for the particular CPT code is in excess of the amount designated by the workers' compensation fee schedule, and the carrier pays the bill at the appropriate fee schedule amount.

**4. Valuation Objection Issues** - Valuation issues relate to the dollar amount of the medical bill or the medical appropriateness of the treatment provided. Valuation issues are listed on the front of this form. This form cannot be used for objections relating to Forms C-7 or C-8.1 legal issues.

**5. Valuation Objection Received** - When a health provider or hospital receives an objection from a carrier specifically for valuation objection issues, the health provider has the right to submit a Form HP-1, Health Provider's Request For Decision On Unpaid Medical Bill(s), requesting Arbitration of the issue(s) in dispute before a Committee of peers, unless there are outstanding legal issues pending that relate to the medical treatments in question. If the employer or carrier has provided a copy of Form C-7 or C-8.1 to the health provider or hospital or sent a detailed written explanation raising legal objections, any legal issue must be resolved prior to the submission of a Form HP-1 for arbitration.

**6. Form HP-1, Health Provider's Request For Decision On Unpaid Medical Bill(s)** - If no legal issues relating to the medical bill are pending, and the health provider or hospital has received a valuation issue objection, the provider may request arbitration by proper submission of Form HP-1. Details of the HP-1 process and the HP-1 form can be obtained from the NYS Workers' Compensation Board's website at [www.wcb.ny.gov](http://www.wcb.ny.gov) or by calling 1-800-781-2362.

**Fraud**

Section 114 of the Workers' Compensation Law provides, in part, that any employer or carrier, or any employee, agent, or person acting on behalf of an employer or carrier, who knowingly makes a false statement or representation as to a material fact in the course of, or adjusting a claim for any benefit or payment under this chapter for the purpose of avoiding provision of such payment or benefit shall be guilty of a felony.

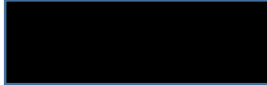
Exhibit 1-I  
Samples of NYSIF Production Print  
CDTNLTR



*New York State Insurance Fund*

*Claims Administration 4th Floor 199 Church St. New York, NY 10007-1100*

[7000-000068344019][141][14276-01][CDTNLTR#-CDTN1#][01-00001]

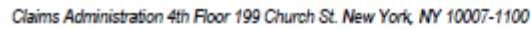


This letter applies ONLY when, and if, your treating physician requests a diagnostic procedure such as an MRI or CAT scan. The letter contains contact information along with the billing address for the diagnostic testing networks that NYSIF has joined. Please note that there are local facilities that participate with each of these vendors. Tests would be scheduled within reasonable distances for your convenience. If your doctor has not directed diagnostic testing at this time, no action is necessary on your part. Thank you.

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—  
  
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[00000000000000000000000000000000][7000-000068344019][141][14276-01][CDTNLTR#-CDTN1#][01-00001]

## CDTNLTR



Claimants should obtain Diagnostic Tests and Examinations through NYSIF's contracted Diagnostic Testing Network(s) identified below. This notice is supplied to the Claimant and Treating Medical Provider pursuant to Workers' Compensation Law §13-a(7) and 12 NYCRR 325-7. Failure to provide the required notice relieves the Claimant of his/her need to use the diagnostic testing network(s).

Date of Notice:12/16/2015

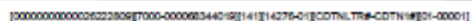
NYSIF Case Number: 68344019

Web Address: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Web Address: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Web Address: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

\*NYS Locations ONLY.









## PBMEMPL

Your company's workers' compensation insurance carrier is The New York State Insurance Fund (NYSIF) which has a contract with CVS Caremark, a pharmacy benefits manager (PBM) that offers convenient prescription filling services.

NYSIF has implemented an instant enrollment or “short-fill” service with CVS Caremark. The new service allows injured workers immediate acceptance by any pharmacy in the CareComp pharmacy network administered by CVS Caremark. Although New York law does not require us to provide this benefit, we have elected to provide a limited number of cost-effective medication benefits for new claims filed for **work-related injuries or illnesses** in order to help injured workers get through the first, difficult days after an injury and before the claim is accepted.

When an employee sustains a work-related injury, the form on the other side of this page (Workers' Compensation Temporary Prescription Services ID) may be used to fill prescriptions at any participating pharmacy in the CareComp Network. It makes **getting prescriptions for your work-related injury** very easy.

**Step 1: Employer fills in:**

- Employer's Name
- Policy Number

**Step 2: Injured employee fills in his/her:**

- Social Security Number
- Date of Injury
- Date of Birth
- Name
- Mailing Address

**Step 3: Injured employee brings to pharmacy:**

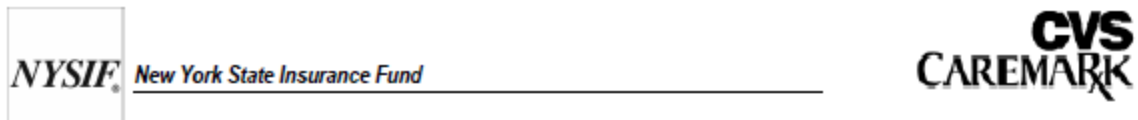
- Completed temporary ID form
- Prescription(s) for work-related injury

**Step 4:** Within 10 days of the New York State Insurance Fund's confirmation of the accident, the injured employee will receive a packet from CVS Caremark. The packet will contain a permanent ID card that should be used when filling prescriptions for the work-related injury.

**Note:** Injured workers can quickly find local participating pharmacies by visiting: [www.wcrxpharmacylocator.com](http://www.wcrxpharmacylocator.com) or by calling the CVS Caremark 24-hour patient care hotline at 1-866-493-1640.

If you have any questions about this form, please contact NYSIF, your workers' compensation carrier, at 1-888-875-5790.

Exhibit 1-I  
Samples of NYSIF Production Print  
PBMEMPL



**Workers' Compensation Temporary Prescription Services ID**

**Important Information**

**ATTENTION: INJURED WORKER**

This Workers' Compensation Temporary Prescription Services ID form **MUST BE PRESENTED** to your pharmacist when you fill your initial prescription(s). If you have questions or need to locate a participating pharmacy, please contact CVS Caremark Customer Service at 1-866-493-1640.

**ATENCIÓN: TRABAJADOR LESIONADO**

Este formulario de Identificación para Servicios Temporales de Prescripción de Recetas por Compensación del Trabajador **DEBERÁ SER PRESENTADO** a su farmacéutico al surtir su(s) receta(s) inicial(es). Si tiene cualquier duda o necesita localizar una farmacia participante, por favor contacte al área de Atención a Clientes de CVS Caremark, en el teléfono 1.866.493.1640.

**Pharmacist/Employer** – When form is completed, fax to CVS Caremark: 1-866-493-1644

Claimant information will be added by CVS Caremark to allow medications to process. This information can also be phoned in at 1-866-493-1640

<b>New York State Insurance Fund</b>	<b>Group#: NYSIF</b>
<b>Attention:</b> All items below must be completed	
EMPLOYER'S NAME: [REDACTED]	INJURED WORKER'S NAME: _____ FIRST MI LAST
EMPLOYER'S WORKERS' COMPENSATION POLICY NUMBER: <u>2377 991-1</u> DATE OF INJURY: ____/____/____ MM / DD / CCYY INJURED WORKER'S DATE OF BIRTH: ____/____/____	INJURED WORKER'S MAILING ADDRESS: _____ STREET _____ CITY STATE ZIP
ID# : _____ Injured Worker's Social Security Number	<i>Help Desk: This is a POS Program through CVS Caremark only. For Assistance call the CVS Caremark Help Desk at: 866.493.1640</i>

**Attention Pharmacist:**

New York State Insurance Fund's prescription program is administered by CVS Caremark. The following are the steps necessary to submit a prescription for New York State Insurance Fund claimants.

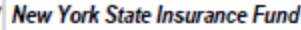
**Please follow the action steps listed below to enter the claim.**

Step 1	Enter Bin Number 610235
Step 2	Enter PCN: WRK
Step 3	ID: Injured Worker' Social Security Number

**NEED ASSISTANCE?**

**Pharmacist**, if you have any questions while processing the claim, please call the CVS Caremark Help Desk at **1-866-493-1640**.

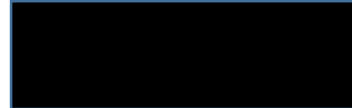
## EMPL\_FORMS



(315) 453-6597

NY S THRUWAY AUTHORITY  
ATTN: INSURANCE COMPLIANCE  
P O BOX 189  
ALBANY NY 12201

\_\_\_\_\_

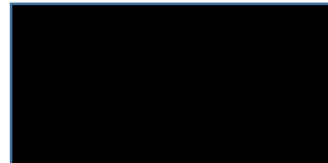


Kindly complete the enclosed forms C-11, C-240 in order to expedite processing of the captioned claim before the Workers' Compensation Board. Please note that two C-240 forms have been inserted in this mailing. If the injured employee worked for your firm for a minimum of 52 weeks prior to the injury, complete only one form entering gross weekly earnings and days worked for the 52 weeks immediately preceding the injury date.

\_\_\_\_\_

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\_\_\_\_\_



00000000000026543731

## EMPL FORMS

## INSTRUCTIONS TO THE EMPLOYERS

Reports should be sent directly to the Workers' Compensation Board:

**New York State Workers' Compensation Board**  
**Centralized Mailing**  
**PO Box 5205**  
**Binghamton, NY 13902-5205**

Statewide Fax Line: 877-533-0337

THIS AGENCY EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.

C-11 (1-11) Reverse

[000000000000020543732][7000-#####][02][4279-0][[EMPL\_FCR-EMPLTR][01-0000]]

Exhibit 1-I  
Samples of NYSIF Production Print  
**EMPL\_FORMS**

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**EMPLOYER'S REPORT OF INJURED EMPLOYEE'S CHANGE  
IN EMPLOYMENT STATUS RESULTING FROM INJURY**

This report is to be filed directly with the Chair, Workers' Compensation Board at the address shown on reverse side as soon as the employment status of an injured employee, as reported on Form C-2 or EC-2, or on a previous Form C-11 or EC-11, is changed. Change in employment status includes return to work, discontinuance of work, increase or decrease of regular hours of work and increase or reduction of wages. A copy should also be sent to your insurance carrier.

**THE STATE INSURANCE FUND, 1045 7TH NORTH STREET, LIVERPOOL, NY 13088-3100**

ALL COMMUNICATIONS SHOULD REFER TO THESE NUMBERS		3. Carrier Code	4. Date of Injury	5. Claimant's Soc. Sec. No.
1. W.C.B. Case Number	2. Carrier Case Number			
		W204002	10/02/2014	
NAME		Address to which notice should be sent (Give Number and Street, City, State, and Zip Code)		
6. Injured Person		Pot.No.		
7. Employer				
8. Carrier				

9. Date of most recent Employer's Report filed: (check "x" and give date filed) ☐ C-2/EC-2 ☐ C-11/EC-11

10. Date of first full day employee lost from work: 11. Nature of Injury:

12. Date employee returned to work:

13. (a) Change of employment status resulting from above injury:

Employment Status	Hours per Day	Days per Week	Earnings per Week	Occupation
Prior To Injury				
Changed To				

(b) Date of this change in employment status:

(c) Remarks:

14. Loss of time resulting from above injury since first return to work:

From (mm/dd/yyyy)	To (mm/dd/yyyy)	Reason

15. Is injured person still under physician's care? If yes, give name of physician:

16. Has injured person died? If yes, give date of death:

Name and address of nearest known relative:

Date of this report Tel. No. Firm Name

Prepared By: Official Title

CM: Jason Seymour



Exhibit 1-I  
Samples of NYSIF Production Print  
**EMPL\_FORMS**

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

THIS AGENCY EMPLOYS AND SERVES  
PEOPLE WITH DISABILITIES WITHOUT  
DISCRIMINATION

**EMPLOYER'S STATEMENT OF WAGE EARNINGS**  
(Preceding the Date of Accident)

1. W.C.B. CASE NO.	2. CARRIER CASE NO.	3. DATE OF ACCIDENT	4. EMPLOYEE'S SOC. SEC. NO.
		10/02/2014	
NAME		ADDRESS APT.	
5. INJURED EMPLOYEE			
6. CARRIER			
7. EMPLOYER			

8. Employee was employed at a \_\_\_\_\_ wage for a \_\_\_\_\_ day week.  
(hourly, daily, weekly or monthly) (5, 6 or 7)
9. Was injured employee in military service during the 52 week period immediately preceding the date of accident? \_\_\_\_\_  
If "Yes", give date of discharge \_\_\_\_\_

**INSTRUCTIONS:**  
1. Give gross weekly earnings for the 52 weekly periods immediately preceding the date of accident.  
2. If injured employee has not worked at the same work for a year or a substantial part thereof (234 days for a 5 day week, 270 days for a 6 day week) give the weekly gross earning of another employee of the same class who has worked for a year or a substantial part thereof immediately preceding the date of accident.

10. The following is a schedule of gross wage earnings for the 52 weeks immediately preceding the date of accident of: (Check "X" one)

☐ The Injured employee named in Item 5 above.

☐ \_\_\_\_\_  
(Name of employee of the same class) (Address)

Week No.	Week Ending Date	Days Worked	Gross amount paid including overtime	Week No.	Week Ending Date	Days Worked	Gross amount paid including overtime	Week No.	Week Ending Date	Days Worked	Gross amount paid including overtime
1				19				37			
2				20				38			
3				21				39			
4				22				40			
5				23				41			
6				24				42			
7				25				43			
8				26				44			
9				27				45			
10				28				46			
11				29				47			
12				30				48			
13				31				49			
14				32				50			
15				33				51			
16				34				52			
17				35							
18				36							
								TOTAL			

11. Was this employee given free rent, lodging, board, tips, bonus or other allowance in addition to the above earnings? \_\_\_\_\_  
If "Yes", state weekly value thereof \$ \_\_\_\_\_ Describe: \_\_\_\_\_
12. Was there any wage adjustment made affecting the 52 week period scheduled above? If "Yes", explain: \_\_\_\_\_  
\_\_\_\_\_

I CERTIFY THAT THE ABOVE IS TRUE AND CORRECT:

Date: \_\_\_\_\_ Prepared by: \_\_\_\_\_

Tel. No. & Ext. \_\_\_\_\_ Official Title: \_\_\_\_\_

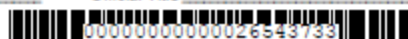


Exhibit 1-I  
Samples of NYSIF Production Print  
**EMPL\_FORMS**

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

THIS AGENCY EMPLOYS AND SERVES  
PEOPLE WITH DISABILITIES WITHOUT  
DISCRIMINATION

**EMPLOYER'S STATEMENT OF WAGE EARNINGS**  
(Preceding the Date of Accident)

1. W.C.B. CASE NO.	2. CARRIER CASE NO.	3. DATE OF ACCIDENT	4. EMPLOYEE'S SOC. SEC. NO.
		10/02/2014	
NAME		ADDRESS APT.	
5. INJURED EMPLOYEE			
6. CARRIER			
7. EMPLOYER			

8. Employee was employed at a \_\_\_\_\_ wage for a \_\_\_\_\_ day week.  
(hourly, daily, weekly or monthly) (5, 6 or 7)
9. Was injured employee in military service during the 52 week period immediately preceding the date of accident? \_\_\_\_\_  
If "Yes", give date of discharge \_\_\_\_\_

**INSTRUCTIONS:**  
1. Give gross weekly earnings for the 52 weekly periods immediately preceding the date of accident.  
2. If injured employee has not worked at the same work for a year or a substantial part thereof (234 days for a 5 day week, 270 days for a 6 day week) give the weekly gross earning of another employee of the same class who has worked for a year or a substantial part thereof immediately preceding the date of accident.

10. The following is a schedule of gross wage earnings for the 52 weeks immediately preceding the date of accident of: (Check "X" one)

☐ The Injured employee named in Item 5 above.

☐ \_\_\_\_\_  
(Name of employee of the same class) (Address)

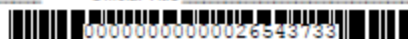
Week No.	Week Ending Date	Days Worked	Gross amount paid including overtime	Week No.	Week Ending Date	Days Worked	Gross amount paid including overtime	Week No.	Week Ending Date	Days Worked	Gross amount paid including overtime
1				19				37			
2				20				38			
3				21				39			
4				22				40			
5				23				41			
6				24				42			
7				25				43			
8				26				44			
9				27				45			
10				28				46			
11				29				47			
12				30				48			
13				31				49			
14				32				50			
15				33				51			
16				34				52			
17				35							
18				36							
								TOTAL			

11. Was this employee given free rent, lodging, board, tips, bonus or other allowance in addition to the above earnings? \_\_\_\_\_  
If "Yes", state weekly value thereof \$ \_\_\_\_\_ Describe: \_\_\_\_\_
12. Was there any wage adjustment made affecting the 52 week period scheduled above? If "Yes", explain: \_\_\_\_\_  
\_\_\_\_\_

I CERTIFY THAT THE ABOVE IS TRUE AND CORRECT:

Date: \_\_\_\_\_ Prepared by: \_\_\_\_\_

Tel. No. & Ext. \_\_\_\_\_ Official Title: \_\_\_\_\_



**WORKERS' COMPENSATION BOARD**

*This paper contains information that has been provided electronically to the Board. Do not serve a copy of this on the Board.*

Pursuant to 12 NYCRR 300.22, this notice must be served on the claimant and his or her attorney or licensed representative, if any, within one business day of the date it is filed electronically with the chair.

INSURER INFORMATION

### CLAIM ADMINISTRATOR INFORMATION

### FULL DENIAL REASONS

00000000000026540860



## WCB-CLMFMS-P

First Name	[REDACTED]	Middle Name/Initial	
Last Name	[REDACTED]	Suffix	
Mailing Address	[REDACTED]		
City	[REDACTED]	State	NY
Postal Code	[REDACTED]	Country	US - UNITED STATES
Phone Number		Gender	M - Male
Date of Birth	05/08/1983	Date of Hire	
Employee ID Type	[REDACTED]	Employee ID	[REDACTED]
Occupation Description	Secure Treatment Aide		

<b>Time of injury:</b>	<u>                                </u>	<b>Date Employer Had Knowledge of the Injury</b>	<u>08/25/2015</u>
<b>Employment Status</b>	<u>1 - Regular/Full-time Employee</u>	<b>Date Claim Administrator Had Knowledge of the Injury</b>	<u>12/07/2015</u>
<b>Wage Period</b>	<u>01 - Weekly</u>	<b>Date Employer Had Knowledge of Date of Disability</b>	<u>08/26/2015</u>
<b>Estimated Wage</b>	<u>[REDACTED]</u>	<b>Number of Days Worked Per Week</b>	<u>                    </u>
<b>Work Week Type</b>	<u>                                </u>	<b>Work Days Scheduled (S-Scheduled N-Non Scheduled)</b>	S M T W T F [ ] [ ] [ ] [ ] [ ] [ ]

**EMPLOYEE INJURY**

Full Wages Paid for Date of Injury Yes Employer Paid Salary in Lieu of Compensation \_\_\_\_\_

Death Result of Injury No Date of Death \_\_\_\_\_ Number of Dependents \_\_\_\_\_

Nature of Injury \_\_\_\_\_

Part of Body \_\_\_\_\_

Cause of Injury \_\_\_\_\_

Type of Loss \_\_\_\_\_

### Accident/Injury Description

**Additional Description:** Patient attacked me. Sprained left ankle in the process of ducking a hit and moving out of the way. 8/1/2008 Additional Body Parts: Ankle, Left

### WORK STATUS

Initial Date Last Day Worked	<u>                    </u>	Return To Work Type	<u>A - Actual</u>
Initial Date Disability Began	<u>08/26/2015</u>	Physical Restrictions	<u>No</u>
Initial Return to Work Date	<u>08/31/2015</u>	Return To Work Same Employer	<u>Yes</u>

## WCB-CLMFMS-P

## Managed Care Org. ID

Contact Business Phone Number XXXXXXXXXX

Exhibit 1-I  
Samples of NYSIF Production Print  
WCB-CLMFMS-P

INSURED INFORMATION	
Insured Name	Insured FEIN
Insured Type	Insured Location ID
Policy Number ID	
Policy Effective Date	Policy Expiration Date

## Exhibit 1-I

The following procedure applies:

- To the Claimant

1. **Benefits:** The party that filed this notice is disputing your entitlement to compensation and medical benefits.

- ### To the Medical Provider

FROI-04-R3 (1-14)

Exhibit 1-I  
Samples of NYSIF Production Print  
WCB-CLMFMS-P

INFORMATION REGARDING eCLAIMS DENIAL CODES

Full Denial Reason Section for Controversial Claim:

1. Translation of current eClaims Denial Codes to traditional C-7 equivalents.

eClaims Denial Code Value	Traditional C-7 Equivalents
1A: No Compensable Accident (Coming and Going)	Accident Arising Out of and In the Course of Employment
1B: No Compensable Accident (Horseplay)	Accident Arising Out of and In the Course of Employment
1C: No Compensable Accident (Willful intent to injure oneself)	Accident Arising Out of and In the Course of Employment
1D: No Compensable Accident (Not WCL Definition of accident)	Accident within meaning of Workers' Compensation Law
1E: No Compensable Accident (Deviation from Employment)	Accident Arising Out Of and In the Course of Employment
1F: No Compensable Accident (Recreational/social activity)	Accident within meaning of Workers' Compensation Law
1I: Presumption Does Not Apply	Accident/Occupational Disease Arising Out of and In the Course of Employment
2C: No Causal Relationship (Stress non-work related)	Accident within meaning of Workers' Compensation Law
2D: No Causal Relationship (No Medical Evidence of Injury)	Prima Facie Medical Evidence
2E: No Causal Relationship (No Injury Per Statutory Definition)	Causally Related Accident or Occupational Disease
3A: No Employer-Employee Relationship	Employer-Employee Relationship
3B: Independent Contractor	Employer-Employee Relationship
3C: Not WCL Definition of Employee	Employer-Employee Relationship
3D: No Jurisdiction	Subject Matter Jurisdiction
3E: No Coverage (No Policy in Effect On Date of Accident)	Cancellation of Coverage
3F: Statute of Limitation Expired	Timely Filing (Section 28)
3G: Statute Exempts Claimant	Employer-Employee Relationship
5A: Failure To Report Accident Timely	Notice (Section 18)

2. Translation from traditional C7 defenses to current eClaims Denial Codes:

- **Prima Facie Medical Evidence** – That the medical report submitted on behalf of the claimant fails to reference an injury. Denial Code 2D - No Causal Relationship (No medical evidence of injury)
- **Accident within meaning of Workers' Compensation Law** – That the alleged accident is barred, excluded, or not covered within the law. For example, that the accident is: barred by 2(7); an exacerbation of prior injury (no new accident); barred by 10(1), such as intoxication or off-duty athletic activity, or intentionally causing harm to self or others.  
Denial Codes:  
1D - No Compensable Accident (Not WCL Definition of accident)  
2C - No Causal Relationship (Stress non-work related)  
1C - No Compensable Accident (Willful intent to injure oneself)  
1F - No Compensable Accident (Recreational/social activity)
- **Accident Arising Out Of and In the Course of Employment** – That the alleged accident did not occur while in the course of employment, such that it cannot be presumed that the accident arose out of the course of employment; OR that while the accident occurred in the course of employment, there is substantial evidence to rebut the presumption that the accident arose out of the course of employment. For example, that the claimant was injured while outside scope of employment, such as in an off-premises injury which occurred when claimant was not in portal to portal status.  
Denial Codes:  
1I - Presumption does not apply [new to IAIABC standard in 2013].  
1A - No Compensable Accident (Coming and Going)  
1E - No Compensable Accident (Deviation from Employment)  
1B - No Compensable Accident (Horseplay)
- **Occupational Disease within meaning of Workers' Compensation Law** -- That the alleged occupational disease is barred, excluded, or not covered within the law. For example, that the disease is not a recognized condition; that there was no distinctive feature of employment. Denial Code 1D - No Compensable Accident (Not WCL Definition of accident)
- **Occupational Disease Arising Out of and In the Course of Employment** – That the disease arose outside of employment. For example, the condition was caused by exposure or activity outside that which was experienced in the workplace. Denial Code 1I - Presumption does not apply [new to IAIABC standard in 2013].
- **Notice (Section 18)** – That the employer received no notice; that there was improper notice (e.g. to co-workers not supervisor); or that the notice was not timely (beyond 30 days). Denial Code 5A - Failure to report accident timely.

## WCB-CLMFMS-P

- 59

# Exhibit 1-J

## Samples of NYSIF Production Print

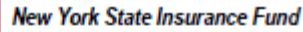
**This section is for Certificate Printing**

<u>Job Name</u>	<u>SLA Priority</u>	<u>Frequency</u>	<u>Pages</u>	<u>Sides</u>	<u>Avg. File Size</u>	<u>Ink</u>	<u>Cover Sheet</u>	<u>Report</u>	<u>Job Code</u>
Certificate Print	L	Daily	Multi	Duplex	180000	HLC	Y	CERT_123707	0075
DP222CRT	L	Daily	Single	Duplex	3229	B/W	Y	CTC2	0054

Examples are on following pages.



## CERT\_PRINT



(631) 756-4300

111114820

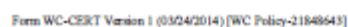
CERTIFICATE HOLDER

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2184 864-3 UNTIL 01/01/2018, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

11/11/2019

VALIDATION NUMBER: 220577074



[000000000000000000000000]7000-00002[S486-43][REDACTED]14276-01[Cert\_Pht-CERT\_1][01-0000H]

61



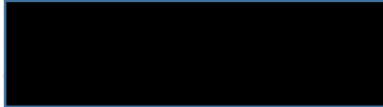
Exhibit 1-J  
Samples of NYSIF Production Print  
DP222CERT

**NEW YORK STATE INSURANCE FUND**

199 CHURCH ST, NEW YORK, NY, 10007-1100  
(888) 875-5790

**CANCELLATION OF CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

[0001-#####][14277-00][DP222CERT-CTC2##][01-00001]



POLICY NUMBER
DATE
12/17/2015
CERTIFICATE NUMBER
917-058

PERIOD COVERED BY THIS CERTIFICATE  
1/01/2014 TO 1/01/2016

POLICYHOLDER

CERTIFICATE HOLDER

THIS IS TO ADVISE THAT THE WORKERS' COMPENSATION POLICY ISSUED TO THE POLICYHOLDER NAMED ABOVE HAS BEEN CANCELLED EFFECTIVE 1/01/2016. THIS INFORMATION IS FURNISHED TO YOU IN COMPLIANCE WITH THE TERMS OF THE CERTIFICATE OF INSURANCE NUMBERED ABOVE AND ANY OTHER CERTIFICATE OF INSURANCE PREVIOUSLY ISSUED TO YOU AT THE POLICYHOLDER'S REQUEST UNDER THE ABOVE POLICY NUMBER.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

**CANCELLATION**

U-26.3  
STDCAN / CERTCAN (2/2001)

**THE STATE INSURANCE FUND**



DIRECTOR, INSURANCE FUND UNDERWRITING

[00000000000000000000000000000000][14277-00][DP222CERT-CTC2##][01-00001]

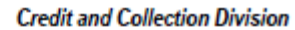
Exhibit 1-K  
Samples of NYSIF Production Print

**This section is for Misc. PHS Printing**

<u>Job Name</u>	<u>SLA Priority</u>	<u>Frequency</u>	<u>Pages</u>	<u>Sides</u>	<u>Avg. File Size</u>	<u>Ink</u>	<u>Cover Sheet</u>	<u>Report</u>	<u>Job Code</u>
CT-13	M	Daily	Single	Duplex	423	HLC	Y	CT13_1	0069

Examples are on following pages.

## CT-13



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████████████████████

□ □ □ □ □

000000000000026545716

# Exhibit 1-L

## Samples of NYSIF Production Print

**This section is for Miscellaneous/Annual Printing**

<u>Job Name</u>	<u>SLA Priority</u>	<u>Frequency</u>	<u>Pages</u>	<u>Sides</u>	<u>Avg. File Size</u>	<u>Ink</u>	<u>Cover Sheet</u>	<u>Report</u>	<u>Job Code</u>
1099	H	Annual	Single	Simplex	35,000	B/W	Y		
DBL-W2	H	Annual	Multi	Duplex	35,000	B/W	Y	DBW21	0067
Ad-hoc	H	6 times	Multi	Duplex	200,000	Any	Y	n/a	n/a

Examples are on following pages.

\*Ad-hoc jobs are custom one time mailings.

Exhibit 1-L  
Samples of NYSIF Production Print  
**DBL-W2**

22222		a Employee's social security number [REDACTED]		OMB No. 1545-0008	
b Employer identification number (EIN) [REDACTED]		1 Wages, tips, other compensation 5,590.00		2 Federal income tax withheld	
c Employer's name, address, and ZIP code [REDACTED]		3 Social security wages 5,590.00		4 Social security tax withheld 346.58	
		5 Medicare wages and tips 5,590.00		6 Medicare tax withheld 81.09	
		7 Social security tips		8 Allocated tips	
d Control number		9 [REDACTED]		10 Dependent care benefits	
e Employee's first name and Initial Last name Suff. [REDACTED]		11 Nonqualified plans		12a J 0.00	
		13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>		12b	
		14 Other		12c	
				12d	
f Employee's address and ZIP code					
16 State Employer's state ID number		18 State wages, tips, etc.		17 State income tax	

**Form W-2 Wage and Tax Statement**  
Copy B-To Be Filed With Employee's FEDERAL Tax Return

2013

Department of the Treasury - Internal Revenue Service

Exhibit 1-L  
Samples of NYSIF Production Print  
DBL-W2

## Notice to Employee

**Do you have to file?** Refer to the Form 1040 Instructions To determine if you are required to file a tax return. Even if you do not have to file a tax return, you may be eligible for a refund if box 2 shows an amount or if you are eligible for any credit.

**Earned income Credit (EIC).** You may be able to take the EIC for 2013 if your adjusted gross income (AGI) is less than a certain amount. The amount of the credit is based on income and family size. Workers without children could qualify for a smaller credit. You and any qualifying children must have valid social security numbers (SSNs). You cannot take the EIC if your investment income is more than the specified amount for 2013 or if income is earned for services provided while you were an inmate at a penal institution. For 2013 income limits and more information, visit [www.irs.gov/eitc](http://www.irs.gov/eitc). Also see Pub. 596, Earned Income Credit. **Any EIC that is more than your tax liability is refunded to you, but only if you file a tax return.**

**Clergy and religious workers.** If you are not subject to social security and Medicare taxes, see Pub. 517, Social Security and Other Information for Members of the Clergy and Religious Workers.

**Corrections.** If your name, SSN, or address is incorrect, correct Copies B, C, and 2 and ask your employer to Correct your employment record. Be sure to ask the employer to file Form W-2c, Corrected Wage and Tax Statement, with Social Security Administration (SSA)

to correct any name, SSN, or money amount error reported to the SSA on Form W-2. Be sure to get your copies of Form W-2c from your employer for all corrections made so you may file them with your tax return. If your name and SSN are correct but are not the same as shown on your social security card, you should ask for a new card that displays your correct name at any SSA office or by calling 1-800-772-1213. You also may visit at [www.socialsecurity.gov](http://www.socialsecurity.gov).

**Cost of employer-sponsored health coverage (if such cost is provided by the employer).** The reporting in box 12, using code DD, of the cost of employer-sponsored health coverage is for you information only. **The amount reported with code DD is not taxable.**

**Credit for excess taxes.** If you had more than one employer in 2013 and more than \$7,049.40 in social security and/or Tier I railroad retirement (RRTA) taxes were withheld, you may be able to claim credit for the excess against your federal income tax. If you had more than one railroad employer and more than \$3,709.20 in Tier II RRTA tax withheld, you also may be able to claim a credit. See your Form 1040 or Form 1040A instructions and Pub.505, Tax Withholding and Estimated Tax.

(Also see *Instructions for Employee* on the back of Copy C.)

**Exhibit 1-L**  
**Samples of NYSIF Production Print**  
**1099**

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, province or state, country, ZIP or foreign postal code, and telephone no.		1 Rents \$	2 Royalties \$	OMB No. 1545-0115 <b>2014</b> Form 1099-MISC <b>Miscellaneous Income</b> Copy B - For Recipient This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
PAYER'S federal identification number RECIPIENT'S identification number RECIPIENT'S name		3 Other income \$	4 Federal income tax withheld \$	
		5 Fishing boat proceeds \$ 2762.48	6 Medical & health care payments \$	
		7 Nonemployee compensation \$	8 Substitute payments in lieu of dividends or interest \$	
Account number (see instructions) Form 1099-MISC (keep for your records)		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$	
		11	12	
		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$	
		15a Section 409A deferrals \$	15b Section 409A income \$	
		16 State tax withheld \$	17 State/Payer's state no.	18 State income \$

www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service

**Instructions for Recipient - 1099-MISC (2014)**

**Recipient's identification number.** For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), or adoption taxpayer identification number (ATIN). However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

**Account number.** May show an account or other unique number the payer assigned to distinguish your account.

**Amounts shown may be subject to self-employment (SE) tax.** If your net income from self-employment is \$400 or more, you must file a return and compute your SE tax on Schedule SE (Form 1040). See Pub. 334 for more information. If no income or social security and Medicare taxes were withheld and you are still receiving these payments, see Form 1040-ES (or Form 1040-ES(NR)). Individuals must report these amounts as explained in the box 7 instructions on this page. Corporations, fiduciaries, or partnerships must report the amounts on the proper line of their tax returns.

**Form 1099-MISC incorrect?** If this form is incorrect or has been issued in error, contact the payer. If you cannot get this form corrected, attach an explanation to your tax return and report your income correctly.

**Box 1.** Reports rents from real estate on Schedule E (Form 1040). However, reports rents on Schedule C (Form 1040) if you provided significant services to the tenant, sold real estate as a business, or rented personal property as a business.

**Box 2.** Reports royalties from oil, gas, or mineral properties, copyrights, and patents on Schedule E (Form 1040). However, report payments for a working interest as explained in the box 7 instructions. For royalties on timber, coal, and iron ore, see Pub. 544.

**Box 3.** Generally, report this amount on the "Other income" line of Form 1040 (or Form 1040NR) and identify the payment. The amount shown may be payments received as the beneficiary of a deceased employee, prizes, awards, taxable damages, Indian gaming profits, or other taxable income. See Pub. 525. If it is trade or business income, report this amount on Schedule C or F (Form 1040).

**Box 4.** Shows backup withholding or withholding on Indian gaming profits. Generally, a payer must backup withhold if you did not furnish your taxpayer identification number. See Form W-9 and Pub. 505 for more information. Report this amount on your income tax return as tax withheld.

**Box 5.** An amount in this box means the fishing boat operator considers you self-employed. Report this amount on Schedule C (Form 1040). See Pub. 334.

**Box 6.** For individuals, report on Schedule C (Form 1040).

**Box 7.** Shows nonemployee compensation. If you are in the trade or business of catching fish, box 7 may show cash you received for the sale of fish. If the amount in this box is SE income, report it on Schedule C or F (Form 1040), and complete Schedule SE (Form 1040). You received this form instead of Form W-2 because the payer did not consider you an employee and did not withhold income tax or social security and Medicare tax. If you believe you are an employee and cannot get the payer to correct this form, report the amount from box 7 on Form 1040, line 7 (or Form 1040NR, line 8). You must also complete Form 9919 and attach it to your return. If you are not an employee but the amount in this box is not SE income (for example, it is income from a sporadic activity or a hobby), report it on Form 1040, line 21 (or Form 1040NR, line 21).

**Box 8.** Shows substitute payments in lieu of dividends or tax-exempt interest received by your broker on your behalf as a result of a loan of your securities. Report on the "Other income" line of Form 1040 (or Form 1040NR).

**Box 9.** If checked, \$5,000 or more of sales of consumer products was paid to you on a buy-sell, deposit-commission, or other basis. A dollar amount does not have to be shown. Generally, report any income from your sale of these products on Schedule C (Form 1040).

**Box 10.** Report this amount on Schedule F (Form 1040).

**Box 11.** Shows your total compensation of excess golden parachute payments subject to a 20% excise tax. See the Form 1040 (or Form 1040NR) instructions for where to report.

**Box 14.** Shows gross proceeds paid to an attorney in connection with legal services. Report only the taxable part as income on your return.

**Box 15a.** May show current year deferrals as a nonemployee under a nonqualified deferred compensation (NQDC) plan that is subject to the requirements of section 409A, plus any earnings on current and prior year deferrals.

**Box 15b.** Shows income as a nonemployee under an NQDC plan that does not meet the requirements of section 409A. This amount is also included in box 7 as nonemployee compensation. Any amount included in box 15a that is currently taxable is also included in this box. This income is also subject to a substantial additional tax to be reported on Form 1040 (or Form 1040NR). See "Total Tax" in the Form 1040 (or Form 1040NR) instructions.

**Boxes 16-18.** Shows state or local income tax withheld from the payments.

**Future developments.** For the latest information about developments related to Form 1099-MISC and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/form1099misc](http://www.irs.gov/form1099misc).

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, province or state, country, ZIP or foreign postal code, and telephone no.		1 Rents \$	2 Royalties \$	OMB No. 1545-0115 <b>2014</b> Form 1099-MISC <b>Miscellaneous Income</b> Copy 2 To be filed with recipient's state income tax return, when required.
PAYER'S federal identification number RECIPIENT'S identification number RECIPIENT'S name		3 Other income \$	4 Federal income tax withheld \$	
		5 Fishing boat proceeds \$ 2762.48	6 Medical & health care payments \$	
		7 Nonemployee compensation \$	8 Substitute payments in lieu of dividends or interest \$	
Account number (see instructions) Form 1099-MISC		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$	
		11	12	
		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$	
		15a Section 409A deferrals \$	15b Section 409A income \$	
		16 State tax withheld \$	17 State/Payer's state no.	18 State income \$

www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service

**Exhibit 2**  
**Stock Schedule**

**Paper Specifications:**

*Perforated Paper* – 20 lb. multi-purpose, bright white paper – 8.5” X 11” – 3-2/3” horizontal perforated from the bottom

Used to produce monthly billing statements

*Certified Mailer stock* – 8.5” X 11” sheet size, weight: 100# white tag, inks: 3/2; perforations: 2 full horizontal, 2 full vertical and 1 partial vertical – 1200/ctn. Must iron all perforations to make smooth.

Used for policy cancellations

*Check stock* – 8.5” X 11”, 25# conservator FF TA3, secure scan panto, logoline micro printing, fluorescent fibers, toner adhesion, warning band

Used for all NYSIF checks

*Standard Plain Green Copy Paper* – 8.5” X 11” sheet size, 20lb. Grain long, 30% recycled paper

Used for break sheets as directed by NYSIF

*Standard Plain White Copy Paper* – 8.5” X 11”, preferably recycled paper



**Exhibit 3**  
**Print Parameters for Bulk Data Center Output**

<b>Print Parameters for Bulk Data Center Output</b>	<b>Description</b>
Cycles	A cycle is one NYSIF Business Day. Cycles do not include weekends or NYSIF holidays. Jobs may run daily, weekly, monthly, yearly, etc.
Volume of Bulk Data Center Output	Approximately 26.5 million printed images annually. Including 2.06 million MICR checks, 7.8 million Highlight Color Images, and 15,000 Full Color Images.
File transmission Format preference	Post Script, PCL, PDF, XML
Daily Transmission Time of File	Varies by job. Majority of output can be transmitted between 2:00 AM and 8:00 AM EST
Data file transmission method	FTP or similar secured method.
Service Level Target – Time from Transmission Receipt to output to the Mail Facility	Less than 24 hours from receipt of file.
Portrait or Landscape	Portrait & Landscape
Simplex or Duplex	Simplex & Duplex. Checks have pre-printed content on the back side of the check stock.
Output formats/templates	Many jobs share the same format/template and stock. Therefore, many jobs may be run together to reduce operating costs.
Insertions	Some jobs will include inserts, such as marketing materials. Marketing inserts may vary in size, full sheet, 1/3 panel, etc.
Paper Stock Specifications	Please see Exhibit 2 - Plain paper stock - Perforated stock for Policy bills - Certified Mailers for Policy Cancellations - Pre-printed Check Stock with perforations and controls

**Exhibit 3**  
**Print Parameters for Bulk Data Center Output**

<b>Print Parameters for Bulk Data Center Output</b>	<b>Description</b>
	- Marketing paper various weights (low to heavy), with various finishes (high gloss, low gloss, etc.).
Paper Size	8.5 x 11
Fold Specifications	Tri-fold, half fold
Insertion Bar Coding	Insertion coding currently uses OMR. NYSIF expects to transition gradually to 2D Data Matrix codes for Insertion, beginning in the immediate future. Expect to process both OMR and 2D Data Matrix codes

<b>Electronic Presentment Parameters</b>	<b>Description</b>
Internal/External Customer access via nysif.com	Customers will have the opportunity to view certain images on-line and make payments. Customers must register for this access. In addition, internal NYSIF staff will view electronic documents. Vendor shall propose an approach.
Electronic Payment Process	Vendor shall propose an approach.
Desired archive retrieval periods	As defined by the NYSIF Legal Department.

<b>Electronic Presentment Parameters</b>	<b>Description</b>
Preferred format for electronic and archived documents	PDF/A
Archive documents	Yes

**Exhibit 3**  
**Print Parameters for Bulk Data Center Output**

Archive insertions	Yes
NYSIF staff will need the ability to fax and email archived documents	Vendor shall propose an approach.
Archived documents stored in monochrome or color	Monochrome and Color