December 13, 2019

The following (Attachments) will serve as Amendment #2 to NYSIF's Request for Proposals (RFP) for Pay-As-You-Go Services, bid number 2019-33-INS. Material in this Amendment supersedes any contradictory material in the RFP.

This Amendment includes attachments that were referenced in Amendment #1 - Q&A.

Please note that the due date for the submission of bids **remains unchanged**.

All bids are due 12/19/19, by 2:00 p.m.(eastern).

Sincerely,

Vincent Ginardi

Contract Management Specialist 2

### Payroll Information

#### Print | View Payroll File | SYSTEM 1/8/2019

| Processed On     | Provider    | Begin Date  | End Date   | Check Date |
|------------------|-------------|-------------|------------|------------|
| 1/8/2019         | -           | 12/31/2018  | 1/6/2019   | 1/11/2019  |
| Employees (Rows) | Payroll     | Subject     | Exempt     | Premium    |
| 45               | \$27,121.24 | \$19,334.70 | \$7,786.54 | \$445.26   |

#### Class Codes

| CLASS CODE | PHRASEOLOGY              | STATE | EMPLOYEES | PAYROLL     | SUBJECT     | EXEMPT     | RATE   | PREMIUM  |
|------------|--------------------------|-------|-----------|-------------|-------------|------------|--------|----------|
| 9071       | RESTAURANTS-FULL SERVICE | NY    | 45        | \$27,121.24 | \$19,334.70 | \$7,786.54 | 2.3029 | \$445.26 |

#### **Employees**

|             | EMPLOYEE # | FIRST NAME | LAST NAME  | CLASS CODE | STATE | PAYROLL    | SUBJECT  | EXEMPT   | RATE   | PREMIUM |
|-------------|------------|------------|------------|------------|-------|------------|----------|----------|--------|---------|
| <u>View</u> | 1605       | {Redacted] | {Redacted] | 9071       | NY    | \$1,115.00 | \$615.00 | \$500.00 | 2.3029 | \$14.16 |
| <u>View</u> | 1657       |            |            | 9071       | NY    | \$928.00   | \$288.00 | \$640.00 | 2.3029 | \$6.63  |
| <u>View</u> | 1346       |            |            | 9071       | NY    | \$920.78   | \$899.36 | \$21.42  | 2.3029 | \$20.71 |
| <u>View</u> | 001526     |            |            | 9071       | NY    | \$352.00   | \$252.00 | \$100.00 | 2.3029 | \$5.80  |
| <u>View</u> | 001001     |            |            | 9071       | NY    | \$400.00   | \$400.00 | \$0.00   | 2.3029 | \$9.21  |
| <u>View</u> | 1640       |            |            | 9071       | NY    | \$197.40   | \$197.40 | \$0.00   | 2.3029 | \$4.55  |
| <u>View</u> | 1662       |            |            | 9071       | NY    | \$576.00   | \$136.00 | \$440.00 | 2.3029 | \$3.13  |
| <u>View</u> | 001524     |            |            | 9071       | NY    | \$470.00   | \$120.00 | \$350.00 | 2.3029 | \$2.76  |
| <u>View</u> | 1621       |            |            | 9071       | NY    | \$238.00   | \$238.00 | \$0.00   | 2.3029 | \$5.48  |
| <u>View</u> | 1370       |            |            | 9071       | NY    | \$606.13   | \$595.67 | \$10.46  | 2.3029 | \$13.72 |
| <u>View</u> | 1658       |            |            | 9071       | NY    | \$831.76   | \$813.12 | \$18.64  | 2.3029 | \$18.73 |
|             |            |            |            |            |       |            |          |          |        |         |

|             | EMPLOYEE # | FIRST NAME | LAST NAME | CLASS CODE | STATE | PAYROLL    | SUBJECT    | EXEMPT   | RATE   | PREMIUM |
|-------------|------------|------------|-----------|------------|-------|------------|------------|----------|--------|---------|
| <u>View</u> | 1664       |            |           | 9071       | NY    | \$1,238.66 | \$858.66   | \$380.00 | 2.3029 | \$19.77 |
| <u>View</u> | 001205     |            |           | 9071       | NY    | \$1,750.00 | \$1,750.00 | \$0.00   | 2.3029 | \$40.30 |
| <u>View</u> | 1672       |            |           | 9071       | NY    | \$532.00   | \$144.00   | \$388.00 | 2.3029 | \$3.32  |
| <u>View</u> | 1648       |            |           | 9071       | NY    | \$853.28   | \$842.03   | \$11.25  | 2.3029 | \$19.39 |
| <u>View</u> | 1613       |            |           | 9071       | NY    | \$693.06   | \$670.72   | \$22.34  | 2.3029 | \$15.45 |
| <u>View</u> | 1334       |            |           | 9071       | NY    | \$1,960.00 | \$1,960.00 | \$0.00   | 2.3029 | \$45.14 |
| <u>View</u> | 001547     |            |           | 9071       | NY    | \$94.08    | \$94.08    | \$0.00   | 2.3029 | \$2.17  |
| <u>View</u> | 1092       |            |           | 9071       | NY    | \$1,100.00 | \$1,100.00 | \$0.00   | 2.3029 | \$25.33 |
| <u>View</u> | 1600       |            |           | 9071       | NY    | \$82.00    | \$32.00    | \$50.00  | 2.3029 | \$0.74  |
| <u>View</u> | 1490       |            |           | 9071       | NY    | \$750.00   | \$160.00   | \$590.00 | 2.3029 | \$3.68  |
| <u>View</u> | 1652       |            |           | 9071       | NY    | \$528.00   | \$128.00   | \$400.00 | 2.3029 | \$2.95  |
| <u>View</u> | 1626       |            |           | 9071       | NY    | \$240.00   | \$240.00   | \$0.00   | 2.3029 | \$5.53  |
| <u>View</u> | 1306       |            |           | 9071       | NY    | \$274.00   | \$74.00    | \$200.00 | 2.3029 | \$1.70  |
| <u>View</u> | 1651       |            |           | 9071       | NY    | \$48.00    | \$40.00    | \$8.00   | 2.3029 | \$0.92  |
| <u>View</u> | 1618       |            |           | 9071       | NY    | \$60.00    | \$60.00    | \$0.00   | 2.3029 | \$1.38  |
| <u>View</u> | 1665       |            |           | 9071       | NY    | \$48.00    | \$40.00    | \$8.00   | 2.3029 | \$0.92  |
| <u>View</u> | 001531     |            |           | 9071       | NY    | \$418.00   | \$88.00    | \$330.00 | 2.3029 | \$2.03  |
| <u>View</u> | 001590     |            |           | 9071       | NY    | \$970.56   | \$549.24   | \$421.32 | 2.3029 | \$12.65 |
| <u>View</u> | 1447       |            |           | 9071       | NY    | \$720.19   | \$701.95   | \$18.24  | 2.3029 | \$16.17 |
| <u>View</u> | 001268     |            |           | 9071       | NY    | \$1,219.67 | \$1,179.47 | \$40.20  | 2.3029 | \$27.16 |
| <u>View</u> | 1622       |            |           | 9071       | NY    | \$461.40   | \$461.40   | \$0.00   | 2.3029 | \$10.63 |
| <u>View</u> | 1659       |            |           | 9071       | NY    | \$498.00   | \$496.00   | \$2.00   | 2.3029 | \$11.42 |
| <u>View</u> | 1606       |            |           | 9071       | NY    | \$1,052.27 | \$452.27   | \$600.00 | 2.3029 | \$10.42 |
| <u>View</u> | 1649       |            |           | 9071       | NY    | \$464.00   | \$104.00   | \$360.00 | 2.3029 | \$2.40  |
| <u>View</u> | 1601       |            |           | 9071       | NY    | \$549.00   | \$549.00   | \$0.00   | 2.3029 | \$12.64 |
| <u>View</u> | 001542     |            |           | 9071       | NY    | \$394.00   | \$112.00   | \$282.00 | 2.3029 | \$2.58  |
| <u>View</u> | 001392     |            |           | 9071       | NY    | \$1,000.00 | \$400.00   | \$600.00 | 2.3029 | \$9.21  |
| View        | 001107     |            |           | 9071       | NY    | \$833.00   | \$789.33   | \$43.67  | 2.3029 | \$18.18 |
| <u>View</u> | 1620       |            |           | 9071       | NY    | \$184.00   | \$44.00    | \$140.00 | 2.3029 | \$1.01  |
| <u>View</u> | 1673       |            |           | 9071       | NY    | \$300.00   | \$60.00    | \$240.00 | 2.3029 | \$1.38  |

|             | EMPLOYEE # | FIRST NAME | LAST NAME | CLASS CODE | STATE | PAYROLL  | SUBJECT  | EXEMPT   | RATE   | PREMIUM |
|-------------|------------|------------|-----------|------------|-------|----------|----------|----------|--------|---------|
| <u>View</u> | 001541     |            |           | 9071       | NY    | \$66.00  | \$24.00  | \$42.00  | 2.3029 | \$0.55  |
| <u>View</u> | 001562     |            |           | 9071       | NY    | \$189.00 | \$40.00  | \$149.00 | 2.3029 | \$0.92  |
| <u>View</u> | 001400     |            |           | 9071       | NY    | \$408.00 | \$408.00 | \$0.00   | 2.3029 | \$9.40  |
| <u>View</u> | 1674       |            |           | 9071       | NY    | \$508.00 | \$128.00 | \$380.00 | 2.3029 | \$2.95  |

# **Employee Information**

| Unique ID | First Name | Last Name  | Class Code | State |
|-----------|------------|------------|------------|-------|
| 1662      | [Redacted] | [Redacted] | 9071       | NY    |

# Payroll Dates and Totals

| Provider | Processed On | Begin Date | End Date | Check Date |
|----------|--------------|------------|----------|------------|
| -        | 1/8/2019     | 12/31/2018 | 1/6/2019 | 1/11/2019  |
|          |              |            |          |            |
| GrossPay | Subject      | Evennt     | Dete     | D          |
| •        | Subject      | Exempt     | Rate     | Premium    |
| \$576.00 | \$136.00     | \$440.00   | 2.3      | \$3.13     |

### Pay Types

| Wages              | \$136.00 | Commission     | \$0.00 |  |
|--------------------|----------|----------------|--------|--|
| Bonus              | \$0.00   | Overtime       | \$0.00 |  |
| Shift Differential | \$0.00   | Sick           | \$0.00 |  |
| Vacation           | \$0.00   | Pension        | \$0.00 |  |
| Profit Sharing     | \$0.00   | Incentive Plan | \$0.00 |  |
| Tool Allowance     | \$0.00   | Housing        | \$0.00 |  |
| Overtime Meal      | \$0.00   | Gift Equitant  | \$0.00 |  |
|                    |          |                |        |  |

Included Pay Types

Excluded Pay Types

| Section 125             | \$0.00   | Davis Bacon       | \$0.00 |
|-------------------------|----------|-------------------|--------|
| Expense Non-Business    | \$0.00   | Expense Business  | \$0.00 |
| Tips                    | \$440.00 | Severance         | \$0.00 |
| Employee Discount       | \$0.00   | Uniform Reimburse | \$0.00 |
| Sick TPA                | \$0.00   | Third Party Trust | \$0.00 |
| Salary Reduction        | \$0.00   | Employee Savings  | \$0.00 |
| Retirement              | \$0.00   | Cafeteria         | \$0.00 |
| Holiday                 | \$0.00   | Piecework         | \$0.00 |
| Regular Meal            | \$0.00   | Annuity Plan      | \$0.00 |
| Deferred Compensation   | \$0.00   | Military Pay      | \$0.00 |
| Group Insurance Pension | \$0.00   | Stock Purchase    | \$0.00 |
| Fringe Benefit          | \$0.00   | Travel Time       | \$0.00 |
| Jury Duty               | \$0.00   |                   |        |

# Min/Max Rules Applied to Employee YTD

| Officer Min/Max            | Owner Min/Max              | Const Officer Min/Max | Unincorp Assoc Officer Min/Max |
|----------------------------|----------------------------|-----------------------|--------------------------------|
| \$35,100.00 - \$106,600.00 | \$35,100.00 - \$106,600.00 | \$0.00 - \$70,570.00  | \$18,200.00 - \$70,570.00      |

#### APPENDIX V

#### **Vendor Assurance of No Conflict of Interest or Detrimental Effect**

The Firm offering to provide services pursuant to this Pay-As-You Go Services RFP 2019-33-INS, as а contractor, ioint venture contractor. subcontractor, or consultant, attests that its performance of the outlined in this Contract does not and will not create a conflict of services interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

- 1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
- 2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
- 3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
- The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Contract;
- 5. During the negotiation this Contract, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
- 6. In fulfilling obligations under each of its State contracts, including any contract which results from this Contract, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
- 7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
- 8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment,

#### APPENDIX V

hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms engaged under this RFP should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

| Name, Title:                                           |                       |
|--------------------------------------------------------|-----------------------|
| Signature:                                             | Date:                 |
| This form must be signed by an authorized executive or | legal representative. |