



May 25, 2017

TO WHOM IT MAY CONCERN:

Attached is the Request for Information (RFI) for a Claims Management Solution for the New York State Insurance Fund (NYSIF).

**The due date for submission of responses is 7/6/17.**

The attached *No Response* form should be completed and returned by those respondents who choose not to respond on this RFI. Please email questions to [contracts@nysif.com](mailto:contracts@nysif.com).

Sincerely,

A handwritten signature in black ink that reads "Alexandria Romano".

Alexandria Romano  
Contract Management Specialist

Attachments:

*No Response* form  
RFI



**NO RESPONSE FORM**

**RFI # 2017-32-CL**

**DESCRIPTION:** Claims Management Solution

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<b>RESPONSES DUE:</b>		<b>SUBMIT RESPONSE TO:</b>
<b>DATE:</b>	7/6/17	Claims Management Solution NYSIF - Procurement Unit RFI # 2017-32-CL
<b>TIME:</b>	2:00 p.m.	15 Computer Drive West Albany, NY 12205-1690

Respondents choosing not to respond are requested to complete and return only this page.

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

Name of Firm: _____	FEIN: _____
Address: _____	
Web Page: _____	Telephone: _____
Email Address: _____	Fax: _____
Signature: _____	Date: _____
Typed Name & Title: _____	



NEW YORK  
STATE INSURANCE FUND

REQUEST FOR INFORMATION

for

CLAIMS MANAGEMENT SOLUTION

RFI#2017-32-CL

May 25, 2017

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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## RFI CALENDAR

<b>DATE</b>	<b>EVENT</b>	<b>COMMENTS</b>
5/25/17	RFI Issued	
6/16/17	Final date for Respondent 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
6/26/17	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>7/6/17</b>	Final date for submission of responses	Deadline for response to this RFI. All sealed responses <b>MUST</b> be addressed to: Mail: NYSIF – Procurement Unit RFI # 2017-32-CL 15 Computer Drive West Albany, NY 12205-1690  and received by 2:00 p.m.
TBD	Presentations/Interviews	Product demonstrations and in-person question and answer opportunity

**GENERAL INFORMATION**

**SECTION 1 – GENERAL INFORMATION**

**A. 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.

**B. INQUIRIES/ISSUING OFFICE/DESIGNATED CONTACT**

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

Alexandria Romano

E-Mail: [contracts@nysif.com](mailto:contracts@nysif.com)

Heather Baumann

E-Mail: [contracts@nysif.com](mailto:contracts@nysif.com)

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

Only questions received during the Question and Answer period (as outlined in the RFI 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 RFI Calendar.**

This RFI does not fall under the requirements of State Finance Law §§139-j and 139-k (the Procurement Lobbying Law) and there is no restricted period. However, we ask that you direct your questions and responses to the designated contacts above.

**GENERAL INFORMATION**

**C. PURPOSE OF THIS RFI**

NYSIF processes approximately 100,000 claims on an annual basis. The intent of this RFI is to explore the spectrum of existing solutions and capabilities that automate and streamline the management of workers' compensation claims.

Specifically, this RFI seeks to:

1. Identify the range and types of services vendors can offer;
2. Ascertain key requirements and issues NYSIF must define and/or consider when developing an approach;
3. Determine the benefits NYSIF can realistically expect to achieve;
4. Increase the understanding of the compensation mechanisms used by companies that offer solutions.

There will not be a contract award for purchase of services or products directly resulting from this RFI. However, we may use this information garnered from the RFI process in future procurement(s). Respondents will be placed on a mailing list and will receive an announcement of any subsequent Request for Proposals (RFP) that may arise from the RFI. Any decision to subsequently issue a RFP for such services will be at the sole discretion of NYSIF, and NYSIF is under no obligation to initiate such an RFP.

All firms with knowledge of workers' compensation claims solutions are encouraged to respond. In addition to responses received, NYSIF may ask companies to present their technologies and experience in an information sharing session with NYSIF staff.

**D. DUE DATE**

The due date for submission of responses is 7/6/17, 2:00 p.m. (Eastern).

**E. GENERAL TERMS AND CONDITIONS**

Proprietary Information - Careful consideration should be given before confidential information is submitted as part of your response. Review should include whether it is critical for reviewing a response and whether general, non-confidential information may be adequate for review purposes. The NYS Freedom of Information Law, Public Officers Law, Section 87(2)(d) provides exceptions to disclosure for records or portions thereof. Among these "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise."

A respondent to the RFI who is taking advantage of this provision must clearly identify on each page of the submission that contains confidential or proprietary information the label "Confidential" or "Proprietary" and the identification of the page and section for which the exemption is requested. In addition, with regard to any particular section(s) for which an exemption is requested, pursuant to POL 89[5] the respondent must provide a written request to exempt the information from disclosure, including a written basis of the reasons why the information should be exempted by identifying: (i) why the disclosure of the identified

**GENERAL INFORMATION**

information would cause substantial injury to the competitive position of the Contractor, or (ii) why the information constitutes critical infrastructure information which should be exempted from disclosure pursuant to §87(2) of the Public Officers Law. The written request and rationale can be by a separate document which refers to the specific page(s) and section(s) of the submission to which it refers.

Requests for exemption of the entire contents of a submission from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of the firm or information which constitutes critical infrastructure information which may be exempted from disclosure pursuant to §87(2) of the Public Officers Law.

NYSIF cannot guarantee the confidentiality of any information submitted.

**NYSIF reserves the right to:**

1. Use any and all ideas submitted in response to the RFI.
2. Adopt all or any part of the vendor's response in selecting the optimum configuration to be used in an RFP.
3. Request RFI respondents to present supplemental information clarifying their responses, either in writing, in formal presentation, or by product demonstrations.
4. Accept or reject any or all information received, or to modify or cancel this RFI in part or in its entirety at any time.
5. NYSIF recognizes that information and cost figures provided in response to this RFI are nonbinding.
6. This RFI is being issued for data gathering purposes only. This RFI is not a contract offer, and does not commit NYSIF to award a contract, pay any costs incurred by Respondent in preparing a response, or to procure or contract for services or supplies. No contract can or will be awarded based on submissions.
7. Respondents are encouraged to respond to this RFI; however, failure to submit a response will not impact a respondents' ability to respond to any future competitive solicitation process (if any) for projects.
8. There are no representations or warranties regarding the accuracy or completeness of the information contained in this RFI. Respondents are responsible for making their own evaluation of information and data contained in this RFI and for preparing and submitting responses to this RFI.

**REQUESTED INFORMATION**

**SECTION 2 – REQUESTED INFORMATION**

**A. EXPERIENCE AND OPERATIONAL SPECIFICATIONS**

**General Questions**

1. Please describe your company’s primary customer base and the type of clients who have purchased your claims management solution.
2. Brief history of company, including a listing of governmental agencies for which your company has successfully implemented a solution.

**Operational Efficiencies**

1. Please provide ways your claims management solution can help insurance organizations gain operational efficiencies in workflows and encourage business process transformation.
2. Does your product allow NYSIF business users to create and customize rules?

**Implementation**

1. For an organization with NYSIF’s claim volume, what is the average timeframe for implementing a new claim system?
2. Please discuss the implementation approach you use and the benefits.
3. Should implementation be phases? If yes, how do you recommend that the phases and delivery be scheduled?
4. Please describe your approach to testing the software prior to client sign-off and acceptance.

**Cost**

Without indicating specific pricing, include information about your pricing model such as:

- a. How is your product priced;
- b. Do you charge a software licensing fee;
- c. Do you charge by user;
- d. How are ongoing maintenance charges assessed;
- e. Are formal training costs included in the system purchase.

**REQUESTED INFORMATION**

**Type of Solution**

Please describe if your available product solutions are hosted, off-the-shelf, customized products or another alternative? Based on your products please explain the following:

- a. Does your product allow out-of-the-box integration;
- b. Which browsers are compatible with your products;
- c. What type of technical support is offered for your products;
- d. In general, how often are major software updates offered for your products;
- e. Do you have remote access options;
- f. Does the solution allow for end-user developed/written data queries;
- g. How are user customizations incorporated (at/after installation);
- h. How would the system initially transfer open claims from NYSIF's legacy system;
- i. How does the system enforce data security and data protection;
- j. What is your software road map for your product;
- k. What types of Web Services and APIs are available to interact with the application.

**B. TECHNICAL SPECIFICATIONS**

**Claim Solution Questions**

1. Do you have any third-party screens capturing third party settlements, burns payments, periods of deficiency compensation and motor vehicle information?
2. Does your product generate any programmatic lists or alerts for their case managers?
3. What type of collaboration tools are available in the system so that case managers or other users can share information?
4. What type of items can users set as preferences in the application?
5. Does your application use ACORD based Insurance standards? If so, where is it used in the application.
6. Does any part of your application use Rules Engine and/or Workflow automation? Such as for assigning a case to a case manager. If so, please explain.

**Additional Specifications**

Please describe how your claims management solution handles the following items:

- a. Employers and/or claimants reporting a new injury;
- b. Creation of new losses in your system;
- c. Processing of medical bills, including filing forms C-8.1B and C-8.4;

**REQUESTED INFORMATION**

- d. Processing variance (MG-2) and treatment (C-4AUTH) requests;
- e. Indemnity payments;
- f. Viewing documents associated with a loss;
- g. Filing forms with Workers Compensation Board, including all eClaims reporting (FROIs and SROIs);
- h. Intake of forms received from Workers Compensation Board;
- i. Coordination of hearings notices, assignment of representatives to the hearing, completion of hearing reports;
- j. Requesting IMEs;
- k. Requesting investigations to be performed by outside vendors;
- l. Viewing information available to outside stakeholders including policyholders;
- m. Information Security Office (ISO) and NCCI bureau and compliance reporting;
- n. Document generation, management, imaging and sharing.

**C. PRESENTATION/INTERVIEW**

NYSIF, at its own discretion, may ask respondents to give a presentation/interview. If NYSIF conducts presentations/interviews as part of the information gathering process, NYSIF's review committee may use the information gathered during this process to develop RFP specifications. Presentations may be up to 90 minutes. Questions may be asked by the review committee based on material covered in the presentation/interview.

Presentation/interviews will be conducted in New York City or Albany. It will be the responsibility of the respondents to present the appropriate staff to discuss the products, at the scheduled time. Respondents will be responsible for any and all costs associated with the presentation. Appointments will be made at least one week prior to the scheduled presentation/interview date. There is no guarantee expressed or implied that a firm will be asked to make a presentation and no product or services will be procured through this process.

**D. RESPONSE FORMAT AND DELIVERY**

Responders assume all risks for timely, properly submitted deliveries. Responders are strongly encouraged to arrange for delivery of responses to NYSIF prior to the date of the response opening.

Interested firms should reply to this RFI within the designated timeframes indicated. Please provide a detailed description of your firm's system and how it can meet NYSIF's requirements. Include all special equipment, software and/or training which would be required to access and to implement the system. Please provide any additional capabilities or features which may be available.

- Submission must include **one (1) hard copy** and **one (1) exact electronic copy** (CD/DVDrom or USB flash drive) of your response.

**REQUESTED INFORMATION**

- Response Title Page must include company name, address, and contact information, including name, phone, and email address.

**Hand Deliveries / US Postal Service / Courier**

An envelope and/or package containing a response should be clearly marked as follows, and shall be delivered to:

**NYSIF – Procurement Unit**  
**RFI # 2017-32-CL**  
**15 Computer Drive West**  
**Albany, NY 12205**

**NYSIF EXHIBIT A**

**STANDARD CLAUSES**

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

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**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [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.

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

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

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

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

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

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

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

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

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

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

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

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