



New York State Insurance Fund
Procurement Unit

October 15, 2015

TO WHOM IT MAY CONCERN:

Attached is the Request for Proposals (RFP) for Third Party Administrator – Workers' Compensation Claims Services for the New York State Insurance Fund (NYSIF).

The due date for submission of proposals is 12/3/15.

The attached *No Bid* form should be completed and returned by those Bidders who choose not to bid on this RFP. Send direct questions to the Procurement Unit at (518) 437-4209.

Sincerely,

A handwritten signature in black ink, appearing to read "Cynthia McGrath", written in a cursive style.

Cynthia McGrath
Contract Management Specialist

Attachments:

No Bid form
RFP



New York State Insurance Fund
Procurement Unit

NO BID FORM

RFP # 2015-32-CL

DESCRIPTION: Third Party Administrator – Workers’ Compensation Claims Services

CONTRACT PERIOD: 5 years

PROPOSALS DUE:		SUBMIT BIDS TO:
DATE:	12/3/15	NYSIF - Procurement Unit Bid # 2015-32-CL 15 Computer Drive West Albany, NY 12205-1690
TIME:	2:00 p.m.	

Bidders choosing not to bid 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 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

REQUEST FOR PROPOSALS
for
Third Party Administrator
Workers' Compensation Claims Services

RFP # 2015-32-CL

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

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RFP CALENDAR

DATE	EVENT	COMMENTS
10/15/15	RFP Issued	
11/6/15	Final date for Bidder inquiries	<u>Written inquiries only</u> by 12:00 p.m. (Eastern) to: Email: contracts@nysif.com Fax: 518-437-4209
11/20/15	Responses to Inquiries	Written responses will be posted on NYSIF's website at: www.nysif.com/procurement
12/3/15	Final date for submission of bids	Deadline for response to this RFP. All sealed bids MUST be addressed to: Mail: NYSIF – Procurement Unit Bid # 2015-32-CL 15 Computer Drive West Albany, NY 12205-1690 and received by 2:00 p.m. (Eastern)
TBD	Bidder Presentations/Interviews	Bidder presentations expected to begin
TBD	Anticipated Start Date	Subject to the required approvals.

SECTION 1 – GENERAL INFORMATION**A. OVERVIEW OF THE NEW YORK STATE INSURANCE FUND**

The New York State Insurance Fund (hereinafter “NYSIF”) was established in 1914 as part of the original enactment of the Workers’ Compensation Law (hereinafter “WCL”). Its mission is to guarantee the availability of workers’ compensation insurance coverage at the lowest possible cost, while maintaining a solvent fund, as well as provide timely and appropriate indemnity and medical payments to injured workers. In 1950, NYSIF began providing disability benefits coverage for off-the-job illnesses and injuries including disabilities arising from pregnancy. Approximately 163,000 employers hold NYSIF workers’ compensation policies, representing \$2.3 billion in written premium. Additionally, more than 61,000 employers have active disability benefits policies with the Fund. With 100 years in the workers’ compensation industry, NYSIF’s longevity distinguishes itself from all competitors. NYSIF is the largest workers’ compensation carrier in the state, and the fifth largest in the nation. NYSIF is committed to a healthy and accident-free work environment for each of its policyholders and their employees.

B. INQUIRIES/ISSUING OFFICE/DESIGNATED CONTACT

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

Cynthia McGrath
Contract Management Specialist 1
E-Mail: contracts@nysif.com

Alan Angelo
Contract Management Specialist 3
E-Mail: contracts@nysif.com

All questions related to this RFP or the contract process must be submitted in writing to contracts@nysif.com by the date and time indicated in the RFP 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 RFP Calendar) will be addressed. **Official answers to the questions will be posted on NYSIF’s website at www.nysif.com/procurement, on the date indicated in the RFP 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.

C. PURPOSE OF THIS RFP

NYSIF is seeking proposals from NYS Workers’ Compensation Board (hereinafter “WCB”) licensed and qualified Third Party Administrators (hereinafter “TPAs”) to be retained and paid by NYSIF for services in certain categories as further described in this Request for Proposal (hereinafter “RFP”). TPAs must be licensed by the WCB and the New York State Department of Financial Services (hereinafter “DFS”) (hereinafter “Licensed TPA”). NYSIF anticipates awarding contracts to several TPAs in each category, thereby creating panels for each category. Bidders for Category B and/or C panels must bid on, and be selected for, NYSIF’s Category A panel to be considered for the Category B and/or C panel.

Final selection is at NYSIF’s sole discretion. No minimum amount of work is guaranteed and NYSIF reserves the right to select some but not all services provided by the Bidders awarded the

contract. The intent of the RFP is to award contracts to qualified Bidders who submit proposals, conforming to this RFP, that are most advantageous to NYSIF, with quality, service, cost and other factors being considered. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

Category A: Comprehensive Workers' Compensation Claims Administration

Bidders must have experience in and will be required to administer comprehensive workers' compensation claims, in accordance with the WCL, including 24/7 injured work claim reporting, accident reporting/first notice of loss, claim investigations, early intervention, claim reserving, management of catastrophic/high cost claims, claim defense, claim settlement, medical bill review, adherence to medical treatment guidelines, utilization of a preferred provider network, pharmacy benefit management, vocational rehabilitation, litigation, subrogation and recovery, ISO claim search, fraud identification and referrals, utilization management, quality assurance, Center for Medicare and Medicaid Services/Medicare and Medicaid & SCHIP Extension Act of 2007 reporting, National Conference on Compensation Insurance ("NCCI") reporting, IAIABC/Electronic Data Interchange (EDI) reporting, language translation and transportation services.

Category B: Permanent Disability Claims

Bidders for this category must bid on and be selected for NYSIF's Category A panel to be considered for the Category B panel.

Bidders must have experience in and will be required to administer comprehensive workers' compensation claims, in accordance with the WCL, where the claimant has been found to be Permanently Partially Disabled (hereinafter "PPD") or Permanently Totally Disabled (hereinafter "PTD"). Bidders will be required to create applicable claim files, populated by NYSIF's claim data, and administer same on Bidder's Claims Management System. This category shall require applicable responsibilities included in Category A.

Category C: Special Funds Conservation Committee Claims (Second Injury Fund)

Bidders for this category must bid on and be selected for NYSIF's Category A panel to be considered for the Category C panel.

Bidders must have experience in and will be required to administer workers' compensation claims, in accordance with the WCL, where the claimant has been found to be PPD or PTD and WCL §15.8 applies. Bidders must have experience in and will be required to submit biannual (twice annually) reimbursement requests to the Special Funds Conservation Committee (hereinafter "SFCC") and apply appropriate credit to claims once reimbursement is received, resolve discrepancies between actual refunds and reimbursements requested, maintain consistent communications with the SFCC regarding reimbursement requests, and seek and obtain SFCC or Waiver Agreement Management Office (WAMO) approval to settle claims under WCL §32. Bidders will be required to create applicable claim files, populated by NYSIF's claim data, and administer same on Bidder's Claims Management System. This category shall require applicable responsibilities included in Category A.

D. DUE DATE

The due date for submission of proposals is 12/3/15, 2:00 p.m. (Eastern).

E. METHOD OF AWARD / DISTRIBUTION OF WORK

Award(s) will be made on the basis of “best value”, as determined by the evaluation process. The ability to perform the services will be deemed most important when evaluating bids.

F. INSURANCE REQUIREMENTS

Prior to the commencement of the work to be performed by the successful Bidder, the Bidder shall file with NYSIF Certificates of Insurance evidencing compliance with all requirements contained in this RFP. Acceptance and/or approval by NYSIF does not and shall not be construed to relieve Bidder of any obligations, responsibilities or liabilities under the contract awarded by this RFP.

All insurance required by the RFP shall be obtained at the sole cost and expense of the Bidder; shall be maintained with insurance carriers licensed to do business in New York State (hereinafter “NYS”) and acceptable to NYSIF; shall be primary and non-contributing to any insurance or self insurance maintained by NYSIF; and 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, and shall be sent in accordance to the ‘Notice’ provision of the Agreement. The Bidder shall be solely responsible for the payment of all deductibles and self insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by NYSIF. Such approval shall not be unreasonably withheld.

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

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

The Bidder shall cause all insurance to be in full force and effect as of the commencement date of the contract awarded as a result of this RFP, and to remain in full force and effect throughout the term of the contract and as further required by this RFP. The Bidder 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.

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

The Bidder, throughout the term of the contract, or as otherwise required by this RFP, 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 RFP, 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 \$1,000,000 each occurrence, with a limit of not less than \$2,000,000 aggregate. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages 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 shall have limits of liability of not less than \$1,000,000 each occurrence, with a limit not less than \$2,000,000 aggregate. The Contractor shall be responsible for payment of all claim expenses and loss payments with the deductible.
5. The Contractor must maintain a Fidelity Bond covering all officers and other employees, issued by an admitted insurer with an A.M. Best Rating of at least "A" or greater, in the amount of \$1 million and such other Bond as may be required for the protection of NYSIF by any governmental authority, agency, bureau, or commission having jurisdiction.

Awarded Bidder 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 Bidder 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: (1) be signed by an authorized representative of the insurance carrier or producer; (2) disclose any deductible, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage; (3) (4) reference the Agreement by number on the face of the certificate; and (5) expressly reference the inclusion of all required endorsements.

If, at any time during the term of the resulting contract, 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 breach in contract.

The successful Bidder will indemnify NYSIF against any and all liability which may be assessed against it as a result of the actions, activities, neglect, or malpractice of the

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successful Bidder, its officers, employees, agents, subcontractors relating to its performance of the functions required.

G. PARTICIPATION OF NYS BUSINESS ENTERPRISES (MWBE)

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.

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

Please see Exhibit M for further information.

Finally, NYSIF encourages those minority-and women-owned companies that are not certified by the Empire State Development Division of Minority-and Women-Owned Businesses, to become certified at the earliest opportunity. Information regarding the certification process can be viewed at: <http://esd.ny.gov/MWBE/Certification.html>

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BID/PROPOSAL FORMAT

SECTION 2 – BID/PROPOSAL FORMAT

IMPORTANT NOTICE TO POTENTIAL BIDDERS: Receipt of these bid documents does not indicate that NYSIF has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

NOTICE TO BIDDERS: NYSIF will receive bids pursuant to the provisions of Article XI of the State Finance Law or the provisions of the State Printing and Public Documents Law. The following procedures shall be used for bid submittals:

A. BID PREPARATION

- Prepare your proposal on the forms provided.
- Proposals and other forms must be signed by an official of your firm authorized to sign contracts and bind the firm.
- The *Fee Schedule Proposal* with worksheets should be separately bound. No references to costs are to be included in the detailed proposal.
- Bidders must respond to each and every specification stated in this RFP.

A proposal that does not comply with the requirements and that does not include all the information requested – in the format required – may be negatively affected in the overall evaluation and could be subject to rejection.

B. BID FORMAT

- Submission must include **one (1) hard copy** of the proposal, organized as outlined below. Submission must also include **one (1) exact electronic copy** (CD/DVD-rom or USB flash drive) of the proposal.
- Bids/Proposals 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.
- Appendix Z, the *Fee Schedule Proposal*, should be in a separate sealed envelope and included with the proposal.
- Use the following format as your Table of Contents.

BID/PROPOSAL FORMAT

PLEASE PROVIDE THE INFORMATION IN THE SAME ORDER IN WHICH IT IS REQUESTED.

1. Title Page and Table of Contents

The *Title Page* should identify the RFP 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). Bidders should specify each of the following categories they are bidding on: Category A: Comprehensive Workers' Compensation Claims Administration; and/or Category B: Permanent Disability Claims; and/or Category C: Special Funds Conservation Committee Claims (Second Injury Fund). NYSIF anticipates awarding contracts to several TPAs in each category, thereby creating panels for each category. Bidders for Category B and/or C panels must bid on, and be selected for, NYSIF's Category A panel to be considered for the Category B and/or C panel.

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 proposal, according to this proposal format.

2. Bidder Certifications

Each Bidder is required to submit the Bidder Certifications form, found after Section 4 of the RFP. In the submittal, it should follow the *Table of Contents*.

3. Company Background & Technical Expertise

a. Category A: Comprehensive Workers' Compensation Claims Administration

Please provide information requested below:

- 1) A list of individuals authorized to represent your business in matters pertaining to the RFP submission and the contract negotiation process.
- 2) A detailed description of your claims administration business, including: ownership, history, client overview, organization, number of employees, business headquarters and satellite locations. Include any client service promotional material that you would have NYSIF provide policyholders who are interested in Bidder's TPA services.
 - a) History and client overview should include, but not be limited to:
 - i. duration you have been administering NYS workers' compensation claims,
 - ii. amount of claims you are currently administering in NYS categorized by large deductible policyholders and otherwise.

BID/PROPOSAL FORMAT

- b) Claims Administration Business detailed description should include, but not be limited to:
 - i. accident reporting/first notice of loss,
 - ii. 24/7 injured worker claim reporting,
 - iii. early intervention,
 - iv. claim reserving practices,
 - v. claim investigations,
 - vi. catastrophic/high cost claims,
 - vii. medical bill review,
 - viii. medical treatment guidelines,
 - ix. preferred provider network,
 - x. pharmacy benefit management,
 - xi. vocational rehabilitation,
 - xii. utilization management,
 - xiii. fraud identification and referrals,
 - xiv. litigation,
 - xv. subrogation & recovery,
 - xvi. language translation,
 - xvii. transportation services.
- c) Organization overview should include but not be limited to:
 - i. the “Best Practices” for the administration of workers’ compensation claims,
 - ii. the required minimum education level and professional experience required for claim adjusters that would be administering claims for NYSIF and the average years of claims management experience,
 - iii. the resumes of all claim adjusters and supervisors who would be administering claims for NYSIF the number of salaried claim adjusters,
 - iv. the maximum number of claims a claim adjuster may be assigned,
 - v. the average caseload per claim adjuster,
 - vi. the ratio of claim adjusters to supervisor,
 - vii. the settlement and reserving authority levels for claim adjusters and supervisors
 - viii. whether claim adjusters respond to MG-2 and C-4-authorization requests that do not require review by a medical professional,
 - ix. the process on how claim adjusters are informed of new statutes, regulations and guidelines related to the WCL and claims administration,
 - x. the quality assurance process (i.e. supervisory reviews, key performance indicators, internal/external procedural audits, quality controls, etc.).
- 3) A detailed description of your Claims Management System (hereinafter “CMS”), including but not limited to: software platform, functionality, attributes, report generating capabilities, remote access, data mining, predictive analytics, security

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BID/PROPOSAL FORMAT

features, firewalls, backup/redundancy and your disaster recovery. The description must include:

- a) If your CMS is proprietary or maintained/managed by a third party.
- b) The type of technology your CMS is written in and it's underlying database.
- c) An instructive narrative of how your CMS presently has the capability to:
 - i. provide complete remote access to client users.
 - ii. provide simultaneous viewing of files by client users from multiple locations,
 - iii. have all received claim documents imaged into CMS,
 - iv. provide viewing of all imaged documents by client users,
 - v. provides viewing of all history of claims reporting in compliance with WCB statutory reporting requirements by client users,
 - vi. provide viewing of reserving history and rationale by client users,
 - vii. allow client users to set up an alert,
 - viii. allow client users to generate reports and segregate claims by type, such as incident, indemnity, medical only, etc.,
 - ix. comply with NYS WCB's mandate for using ICD10 codes.
- 4) Evidence that your business is a Licensed TPA to represent insurance carriers in accordance to the provisions set forth in the WCL.
- 5) An audited financial statement for each of the past two fiscal years.
- 6) Identify the financial institution where your bank accounts related to WCL claims administration are established.
- 7) A copy of your most recent Service Organization Controls Report (SOC1) or another audit/control report if a SOC1 report has not been prepared.
- 8) A copy of your most recent Type I and Type II Service Auditor's Reports for the Statement on Standards for Attestation Engagements (SSAE) No. 16.
- 9) The state, its political subdivisions or federal government agencies *previously* under contract with the Bidder's firm within the last five (5) years and an explanation of services provided.
- 10) The state, its political subdivisions, or federal government agencies *currently* under contract with the Bidder's firm and an explanation of services provided.
- 11) At least three (3) representations for entities for whom Bidder has performed services similar to those required for the project in the last five (5) years.

NOTE WELL: NYSIF reserves the right to contact past and present clients from this list to confirm any information provided by the Bidder.

Bidders electing to bid also on Categories B and/or C, in addition to the information

BID/PROPOSAL FORMAT

required above, must provide the following information for each additional category on which they are bidding:

b. Category B: Permanent Disability Claims

- 1) Comprehensive overview of services specific to the administration of claims for which the WCB has found claimants permanently disabled and where the claims are not subject to the statutory cap of indemnity payments, including but not limited to:
 - a) monitoring claimant's employment status, physical address,
 - b) verifying that claimant is alive and entitled to receive indemnity payments,
 - c) ensuring the appropriateness and necessity of medical treatment and prescription medications,
 - d) verifying compliance with medical treatment guidelines,
 - e) responding to the Centers for Medicare and Medicaid Services/Medicare and Medicaid & SCHIP Extension Act of 2007 conditional payment recovery demands,
 - f) strategies for settlement of claim under WCL §32.
- 2) Also provide at least three (3) representations for entities for whom Bidder has performed this service in the last five (5) years.

c. Category C: Special Funds Conservation Claims (Second Injury Fund)

- 1) Comprehensive overview of services specific to the administration of claims for which WCL §15.8 has been found to apply, including but not limited to:
 - a) specialized software/electronic program(s)/system(s) utilized for the administration of claims for WCL §15.8 has been found to apply,
 - b) processes, protocols and/or best practices for making timely reimbursement requests to SFCC,
 - c) mechanisms for monitoring status of reimbursement requests and providing follow up with SFCC when necessary,
 - d) status report process to carrier,
 - e) ability to electronically post payment status with carrier,
 - f) reconciliation processes for discrepancies for amount of reimbursement requested and amount received,
 - g) processes for seeking and obtaining settlement authority from SFCC and WAMO.
- 2) Also provide:
 - a) sample status, reconciliation and settlement reports.
 - b) at least three (3) representations for entities for whom Bidder has performed this service in the last five (5) years.

BID/PROPOSAL FORMAT

4. Comments and Limitations

All exceptions and caveats to specifications in this RFP must be listed by section and paragraph number and submitted during the Questions and Answer period (see Section I.B.). At NYSIF's sole discretion, comments, limitations or any reservations with regard to the RFP that are not disclosed prior to and resolved during the Question and Answer period may result in a determination that a proposal is non-responsive.

NOTE WELL: No comments, limitations or changes are permitted with respect to any of the terms and conditions contained in Exhibit A, *Standard Clauses*.

5. Appendices

The following appendices/exhibit 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***
- ***Mutual Nondisclosure Agreement, Appendix I***
- ***MWBE Requirements and Procedures, Exhibit M*** requires Bidders to submit (i) form 101; (ii) form 103 or a copy of Bidder's current NYSDER MWBE certification; and (iii) form 106 or a copy of Bidder's EEO policy
- ***Mandatory Requirement Certification, Appendix J***
- ***Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance, Appendix S***
- ***Fee Schedule, Appendix Z*** The Fee Schedule with worksheets must be bound and placed in a sealed envelope separately and enclosed with the Bid

Exhibit A, B, C and Y 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 RFP 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.

C. BID DELIVERY

Bidders assume all risks for timely, properly submitted deliveries. Bidders are strongly encouraged to arrange for delivery of bids to NYSIF prior to the date of the bid opening. E-mail and faxed bid submissions are NOT acceptable. LATE BIDS may be rejected.

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BID/PROPOSAL FORMAT

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

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

**NYSIF – Procurement Unit
Bid # 2015-32-CL
15 Computer Drive West
Albany, NY 12205**

Bidders assume all risks for timely, properly submitted deliveries.

METHOD OF EVALUATION & CRITERIA

SECTION 3 – METHOD OF EVALUATION & CRITERIA

As required by New York State Finance Law §163, the award will be made on the basis of best value (the proposal which optimizes quality, cost and efficiency) to the responsive and responsible Bidder, as determined in the evaluation process. The contract will not be awarded solely on the basis of low bid. However, the Bidder with the low bid may be awarded the contract if it provides the best value, as defined above.

All proposals received will be reviewed and evaluated by a committee of NYSIF personnel. The committee will recommend the award be made to the Bidder whose proposal receives the highest overall evaluation score based on the criteria stated herein.

NYSIF reserves the right to award the contract based solely on paragraph A below. However, NYSIF may request, at its sole discretion, to interview the Bidder's staff, as stated in paragraph B below.

Bidder may be requested by NYSIF to clarify the contents of their 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.

The ability to perform the services is most important in evaluating proposals. The evaluation criteria are listed below in order of importance to NYSIF.

A. EVALUATION CRITERIA

1. Technical evaluation score is based upon demonstrated experience and expertise in providing services as required herein. NYSIF may consider its prior experiences, if any, with the Bidder. (75% of the overall score)
2. Total cost to NYSIF. (20% of the overall score)
3. Bidders that are New York certified Minority and Woman-Owned Business Enterprise (MWBE) or a New York State Small Business Enterprise (SBE) will receive an additional 5% bonus for such status. (5% of the overall score)

MWBE or SBE

- a. The Bidder is a New York State Certified Minority- Owned Business Enterprise (MBE) as defined in Executive Law 310(7) *or*
- b. The Bidder is a New York State Certified Woman- Owned Business Enterprise (WBE) as defined in Executive Law 310(15) *or*
- c. The Bidder is a Small Business Enterprise as defined in Executive Law Section 310(20)

Note: Although a Bidder may meet more than one criteria, credit is to be awarded for

METHOD OF EVALUATION & CRITERIA

only one category, not multiple categories.

In addition, proposals will be evaluated for existing or potential conflicts of interest, for financial and operational stability, for adequacy and completeness, and to determine that all requirements of the RFP have been met. NYSIF reserves the right to disqualify a Bidder if, in NYSIF's sole opinion, the proposal does not pass the evaluation for any or all of the evaluation criteria.

B. PRESENTATION/INTERVIEW

NYSIF, at its own discretion, may require Bidders to give a presentation/interview. If NYSIF conducts presentations/interviews as part of the technical evaluation, NYSIF evaluators may use the information gathered during this process in revising the evaluation scores given, based on the merits and clarification provided.

Presentations should include how the Bidder would perform the services required in the contract. Contributions of the proposed lead personnel should be included.

Presentations may be up to 45 minutes. Questions may be asked by the evaluation committee based on material covered in the presentation/interview and/or in the proposal.

Presentation/interviews will be conducted in New York City or Albany. It will be the responsibility of the Bidder to present the proposed staff at the scheduled time. Bidders will be responsible for any and all costs associated with the presentation. No fees are to be charged for the purposes of attending a presentation. Appointments will be made at least one week prior to the scheduled presentation/interview date.

C. CONTRACT APPROVAL

The contract between NYSIF and the successful Bidder will not be binding until it has been approved in accordance with NYSIF's contract approval process.

TECHNICAL SPECIFICATIONS

SECTION 4 – TECHNICAL SPECIFICATIONS

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

A. MANDATORY REQUIREMENTS

Bidders must provide evidence or attest to their ability to meet the following MANDATORY requirements. Please initial each item, sign, and return Appendix J, attesting to the Mandatory Requirements below. Failure to show proof or assurance will negatively affect your firm's evaluation

1. Bidder must be a qualified Licensed TPA to represent insurance carriers under the WCL.
2. Bidder must possess a minimum of five (5) years experience with administration of workers' compensation programs.
3. Bidder must be currently administering workers' compensation claims in the State of New York.
4. All claim adjusters that will be administering claims for NYSIF must have a DFS issued independent adjuster license.
5. Bidders must comply with federal and state criteria set forth for the Centers for Medicare and Medicaid Services/Medicare and Medicaid & SCHIP Extension Act of 2007 reporting, NCCI reporting and IAIABC/Electronic Data Interchange (EDI) reporting.
6. Bidders must enter into a non-disclosure agreement (hereinafter "NDA") with NYSIF. NDA is attached as Appendix I. A completed NDA must accompany the Bidder's bid response.
7. Substitutions of key staff must be approved by NYSIF. Bidder may not delegate any responsibility performed pursuant to any contract resulting from this RFP to anyone not identified in its proposal, without prior written approval from NYSIF.
8. Bidder must designate a specific individual to serve as the key liaison with NYSIF in contract matters.
9. Bidder must complete the following Certification Appendices (Appendices Q & R) unless said Bidder submits a statement with its proposal explaining why any such certification cannot be made. These Appendices shall be submitted along with your proposal.
 - a. "Non-Collusive Proposing and Code of Ethics Certification; and Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent or Other Fees."
 - b. "Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification Disclosure of Other Information";
10. Bidder must certify that it has performed a conflict of interest check and concluded that there exists no potential or actual conflict with any current or reasonably foreseeable future client. If

TECHNICAL SPECIFICATIONS

any conflict of interest arises during the performance of work herein, the Bidder must notify NYSIF immediately and follow such steps as directed by NYSIF.

11. Bidder must disclose to NYSIF if the licenses of your organization or any of its affiliates have ever been revoked by the state of New York or by any other state.
12. Bidder must disclose if any of the owners or principal officers of your organization have ever been convicted of a felony, a securities law violation, or has been subject to any regulatory or disciplinary action.
13. Bidder must disclose if your organization, its affiliates, subsidiaries, or its parent company ever filed for bankruptcy law protection.
14. Bidder must disclose if your organization, its parent, affiliate, or any subsidiary companies ever been subject to any regulatory action by the federal, state, or securities authorities, including insurance departments.
15. Bidder must understand and acknowledge that NYSIF makes no representation about the volume of work assigned to any Bidder and that Assignment of work is within NYSIF's discretion.
16. Bidder must understand and acknowledge that upon NYSIF's request, a Bidder must immediately remove an employee from performing work on behalf of NYSIF.
17. Bidder must understand and acknowledge that they may be disqualified if NYSIF determines Bidder lacks sufficient technical, operational or financial stability to provide the services required under this RFP.

B. CLAIMS MANAGEMENT SYSTEM (CMS) REQUIREMENTS

Bidder must operate a CMS that meets the following requirements:

1. is in full compliance with the New York State Workers' Compensation EDI Claims Reporting requirements,
2. generates management/claims reports and loss runs as shall be reasonably required by NSYIF and their policyholders
3. Successfully implement, within 90 days of award letter, data string layouts for the transfer of information, as required in Appendix Y in compliance with service letter agreement that will be provided upon award,
4. allows client user complete remote access,
5. allows multiple users from multiple locations to view files simultaneously,
6. allows all imaged documents to be viewed by the client user,
7. allows a client user viewing of First Report of Injury/Subsequent Reports of Injury,
8. allows a client user viewing of all history of claims reporting in compliance with WCB statutory reporting requirements,
9. allows a client user viewing of reserving history and rationale,

TECHNICAL SPECIFICATIONS

10. allows a client user to set up an alert, generate reports and segregate claims by type, such as incident, indemnity, medical only, etc.,
11. allows reports to be exported to Excel or PDF or .csv,
12. can be tailored to include specific data fields/ad hoc reports,
13. meets WCB's mandate for using ICD10 codes.

C. SCOPE OF SERVICES

NYSIF anticipates awarding contracts to several TPAs in each category, thereby creating panels for each category. Eligible Bidders must have the following expertise and experience within the category(ies) for which they bid:

Category A: Comprehensive Workers' Compensation Claims Administration

Bidders will be required to administer comprehensive workers' compensation claims, in accordance with the WCL, including 24/7 injured work claim reporting, accident reporting/first notice of loss, claim investigations, early intervention, claim reserving, management of catastrophic/high cost claims, claim defense, claim settlement, medical bill review, adherence to medical treatment guidelines, utilization of a preferred provider network, pharmacy benefit management, vocational rehabilitation, litigation, subrogation and recovery, ISO claim search, fraud identification and referrals, utilization management, quality assurance, Centers for Medicare and Medicaid Services/Medicare and Medicaid & SCHIP Extension Act of 2007 reporting, NCCI reporting, IAIABC/Electronic Data Interchange (EDI) reporting, language translation and transportation services.

Category B: Permanent Disability Claims

Bidders for this category must bid on and be selected for NYSIF's Category A panel to be considered for the Category B panel.

Bidders will be required to administer comprehensive workers' compensation claims, in accordance with the WCL, where the claimant has been found PPD or PTD. Bidders will be required to create applicable claim files, populated by NYSIF's claim data, and administer same on Bidder's Claims Management System. This category shall require applicable responsibilities included in Category A.

Category C: Special Funds Conservation Committee Claims (Second Injury Fund)

Bidders for this category must bid on and be selected for NYSIF's Category A panel to be considered for the Category C panel.

Bidders will be required to administer workers' compensation claims, in accordance with the WCL, where the claimant has been found to be PPD or PTD and WCL §15.8 applies. Bidders will be required to submit biannual (twice annually) reimbursement requests to the SFCC and apply appropriate credit to claims once reimbursement is received, resolve discrepancies between actual refunds and reimbursements requested, maintain consistent communications with the SFCC regarding reimbursement requests, and seek and obtain SFCC or WAMO approval to settle claims under WCL §32. Bidders will be required to create applicable claim files,

TECHNICAL SPECIFICATIONS

populated by NYSIF's claim data, and administer same on Bidder's Claims Management System. This category shall require applicable responsibilities included in Category A.

D. SERVICES TO BE PROVIDED

1. Category A: Comprehensive Claims Administration Services

For purposes of this RFP, "Claims" means accidents, occurrences, diseases or industrial exposure resulting in injury, alleged injury or contingent future injury to employees or alleged employees of any of the Insureds, arising out of or alleged to arise out of and in the course of their employment, that occur or are alleged to have occurred on or after 12:00 A.M. Eastern Daylight Time on the effective date of the contract that will be awarded to the selected Bidders.

- a. The following is a list of claims administration services that shall be required of successful Bidders:
 - 1) Receive and review all claims and loss reports, including incidents and details thereof, which have been reported but for which not claims have been made;
 - 2) Create and maintain a claim file for each reported Claim and incident that did not result in a reported claim;
 - 3) Comply with, and adhere to, all applicable rules, regulations and statutes of the applicable jurisdiction including, but not limited to the WCL;
 - 4) Maintain in each file a written chronology with sufficient documentation of all actions taken in the adjustment process;
 - 5) Complete investigation in accordance with industry standards to determine coverage under the policy and compensability within the parameters of the WCL;
 - 6) Timely investigate the potential disability associated with a Claim and establish and maintain a reasonable and adequate reserve on each Claim in accordance with NYSIF's Reserve Procedures;
 - 7) Consult with NYSIF on accepting or controverting Claims related to death, occupational diseases, Ebola, HIV, physical trauma causing psychological disability and when coverage is not clear under governing authority. If the Parties disagree, NYSIF's determination shall prevail;
 - 8) Timely issue all medical, indemnity, Allocated Loss Adjustment Expenses, award / judgment, settlement and other required payments;
 - 9) Provide a pharmacy benefit management program;
 - 10) Provide Managed Care Services;
 - 11) Maintain appropriate diaries for all Claims;
 - 12) Make contact with all claimants, in person or by telephone, within twenty-four (24) hours of receipt of notice of a potential Claim, and if not advised that the claimants are represented by counsel, obtain information regarding the facts, injuries and circumstances of that Claim, with written and/or recorded statements taken in accordance with industry standards. Immediate contact should also include an explanation of benefits;
 - 13) Provide timely and documented investigation and protect and enforce all rights and

TECHNICAL SPECIFICATIONS

possibilities of subrogation, contribution, indemnification, alternate coverage, lien rights including offset calculation, and Special Funds recoveries, in accordance with best practices industry standards;

- 14) Promptly forward to NYSIF all legal pleadings, documents and notices of claim relating to actions at law which name or indicate an Insured as a potential or actual party to litigation arising out of a reported or potential Claim; NYSIF will process and defend, including lien recoveries and offset calculations related thereto, all such actions at law;
- 15) Investigate suspicions of fraudulent activity on the part of claimants and acts identified as fraudulent activity by vendors or providers in the administration of this Agreement. Report suspected and identified fraudulent activity of claimants and such vendors or providers to NYSIF's Division of Confidential Investigations;
- 16) Where permitted by law, and in accordance with industry standards, attend hearings and pre-hearing conferences as required;
- 17) Provide ongoing involvement by claims personnel to ensure appropriate and effective use of all vendors;
- 18) Monitor and coordinate treatment related to a reported Claim as may be recommended by any approved physicians, specialists or other health care providers, in accordance with industry standards;
- 19) Review all bills for medical treatment and care to determine causal relationship, medical necessity, appropriateness of services and compliance with the WCB Medical Treatment Guidelines; calculate payments in accordance with established WCB medical fee schedules and/or usual and customary charges for the state in which the services are rendered; apply Preferred Provider and/or Health Maintenance Organization discounts;
- 20) Adjust, settle or defend all claims within an agreed upon discretionary settlement authority;
- 21) Perform all administrative and clerical work in connection with claims, including the timely preparation and issuance of medical, indemnity and Allocated Loss Adjustment Expenses. Allocated Loss Adjustment Expenses are New York Compensation Insurance Rating Board approved costs incurred when defending a claim.
- 22) Withhold payment to any individual or entity identified as a Specially Designated National or Blocked Persons by the United States Department of the Treasury, Office of Foreign Assets Control (OFAC) and provide notification to NYSIF.

b. The following shall be required of the successful Bidders:

- 1) Provide experienced staff and office locations necessary to assure proper handling of claims.
- 2) Provide resumes and/or professional bios quarterly for adjusters and supervisors likely to be utilized.
- 3) Maintain adjuster caseloads and provide adequate supervisory participation in accordance with industry standards, its Best Practices and Claim Handling Guidelines.

TECHNICAL SPECIFICATIONS

- 4) Be and remain authorized to do business in New York State and licensed in New York State to provide third party administration services with respect to claims under the WCL, and will provide appropriate proof of compliance.
- 5) Comply with all state regulatory and statutory requirements including, but not limited to, the WCL and will report and make payment to the New York Public Goods Pool as structured on the effective date of the contract that will be awarded to the selected Bidders.
- 6) Use only adjusters licensed in New York State, and will provide appropriate proof of compliance at NYSIF's request.
- 7) Subcontract any services required hereunder to others only with the express written consent of NYSIF.
- 8) Provide financial statements reflecting your financial condition at the request of NYSIF.
- 9) Provide to NYSIF a copy of your most recent SOC1 or another audit/control report if a SOC1 report has not been prepared
- 10) Provide to NYSIF the Type I and Type II Service Auditor's Reports for the SSAE No. 16 within a reasonable time after such report is finalized for release.
- 11) Establish a bank account at a commercial bank In Trust of New York State Insurance Fund. NYSIF's Chief Financial Officer shall be an authorized signatory on such account. Any NYSIF Chief Financial Officer authorized transactions will be the sole responsibility of NYSIF. The Bank Account shall have positive pay/payee services. Bidder shall be responsible for any fees or charges associated with the creation and/or maintenance of the Bank Account. All funds in the Bank Account shall belong to NYSIF.
- 12) Reconciliation of said bank account, including:
 - a) Settlement Reports
 - i. Total of Previous months outstanding checks
 - ii. Total of checks issued during current month
 - iii. Total of stops placed during the month
 - iv. Total of checks paid during the month
 - b) Diagnostic Summary – Stops, cancels and positive pay “issues” Daily Recap Report of Posted Items that includes all paid checks, checks issued and checks stopped
 - c) Reconciliation Report that includes all checks with issue date and identifies if payment was paid or stopped.
 - d) Recoveries relating to Claims, including, but not limited to, subrogation, contribution, co-insurance, liens, loss transfer, Special Funds participation, offset, salvage, and recovery of overpayments.
- 13) Provide electronic transfer of loss information for each policy to NYSIF, or their designated statistical reporting vendor, in a form satisfactory for loss reporting criteria for Center for Medicare and Medicaid Services/Medicare and Medicaid & SCHIP Extension Act of 2007 reporting and NCCI statistical reporting.
- 14) Implement, within 90 days of award letter, data string layouts for the transfer of information, as required in Appendix Y in compliance with service letter agreement that will be provided upon award NYSIF shall have sole discretion to determine if implementation was successful. Upon contract signing (which occurs after award letter), failure to implement data string layouts within 90 days of award letter and maintain data

TECHNICAL SPECIFICATIONS

transfer as required in Appendix Y shall result in daily penalties as will be provided in the service level agreement.

- 15) Provide loss data and statistics as long as any claims remain open or are being serviced by Bidder.
- 16) Provide monthly loss runs and a monthly payment report to NYSIF. The format of loss runs and monthly payment reports reported to NYSIF may be in excel spreadsheet form .xlsx or through unrestricted online access to the Bidder's data system. Loss runs shall be provided no later than the tenth (10th) day of the following month. Loss runs shall include pertinent claims data and specific financial data (including amounts paid, reserves, incurred loss and recoveries) to enable NYSIF to identify and assess each Claim. Payment reports shall include specific payment data, including but not limited to payee, transaction amount, date of payment, payment type, case number, pay code and vendor code.
- 17) Incorporate NYSIF special claims procedures/instructions into your processes.
- 18) Issue and file appropriate 1099 Forms in compliance with applicable federal regulations, including to vendors, medical providers, recipients of Allocated Loss Adjustment Expenses payments and claimant's attorneys paid pursuant to a lien on compensation payments, under TPAs Federal Tax ID number.
- 19) Allow on-site claim audits of all Claims by NYSIF personnel or by qualified independent auditors appointed by NYSIF.
- 20) Comply with all New York State and Federal file retention and destruction requirements and further agrees that all Claim files and records are the sole property of NYSIF.
- 21) When NYSIF is designated as the Responsible Reporting Entity as defined by the Centers for Medicare and Medicaid Services/Medicare and Medicaid & SCHIP Extension Act of 2007, Bidder shall comply with NYSIF's instructions for compliance with the claims reporting requirements established by the Centers for Medicare and Medicaid Services/Medicare and Medicaid & SCHIP Extension Act of 2007 by virtue of the State Children's Health Insurance Program or any successor or amendment thereto.

2. Category B: Permanent Disability Claims

The following is a list of services that shall be required of the successful bidders:

- a. administration of PPD and PTD claims, where the WCB has found claimants permanently disabled and where the claims are not subject to the statutory cap of indemnity payments.
- b. seek approval to settle claims under WCL §32.
- c. negotiate settlement opportunities, with the approval of NYSIF, to settle WCL claims.
- d. assume the administration of PPD and PTD cases until final resolution.
- e. create applicable claim files, populated by NYSIF's claim data, and administer same on Bidder's Claims Management System.

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3. Category C: Special Funds Conservation Committee Claims (Second Injury Fund)

The following is a list of services that shall be required of the successful bidders:

- a. the administration of PPD and PTD claims for which WCL §15.8 has been found to apply.
- b. make, on a biannual basis (twice annually), reimbursement requests to the SFCC, in a manner acceptable to the SFCC.
- c. monitor and follow up with the SFCC on the status of said reimbursement requests.
- d. apply appropriate credit to claims after reimbursement is received.
- e. seek and obtain SFCC or WAMO approval to settle claims under WCL §32.
- f. communicate with SFCC to resolve discrepancies between actual refunds and reimbursements requested. Resolve discrepancies to the satisfaction of NYSIF.
- g. create applicable claim files, populated by NYSIF's claim data, and administer same on Bidder's Claims Management System.

F. TERM

A five-year contract covering services requested in this RFP is anticipated. The contract is anticipated to begin in the first quarter of 2016.

G. COST/INVOICING

Bidder must provide a complete pricing/fee schedule and fee worksheets for workers' compensation administration of services *only* in a sealed Appendix Z Fee Schedule at the time of submission. Bidder shall be disqualified if they include their pricing and fee schedule in the body of the proposal.

BIDDER CERTIFICATIONS

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 RFP. *Any exceptions to these terms and conditions must be explicitly stated in a separate section of the proposal.*
- _____ The Bidder agrees to comply with all terms of Exhibit A, Standard Clauses.
- _____ The Bidder is in compliance with or meets all Bidder Certification Requirements (Exhibit B, #39)
- _____ The fee(s) quoted in the Fee Proposal Schedule is a firm and irrevocable offer for 180 days.
- _____ The Bidder meets or exceeds all Mandatory Bidder Qualifications and has provided evidence of such in its bid/proposal.
- _____ The Bidder understands the work to be done, and is committed to performing the work as expeditiously as possible.

Freedom of Information Law (FOIL):

Please indicate whether you believe that any of the information supplied herein constitutes a trade secret or that disclosure of the information would cause substantial injury to the Bidder's competitive position and should be exempt from disclosure under the Freedom of Information Law (see Exhibit 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.

BIDDER CERTIFICATIONS

- _____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.
- _____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

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

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

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

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

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

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

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

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

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

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

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

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

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

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

NYSIF EXHIBIT B

GENERAL SPECIFICATIONS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE

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GENERAL**1. APPLICABILITY**

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

2. GOVERNING LAW

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

3. ETHICS COMPLIANCE

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

4. CONFLICT OF TERMS

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

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

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

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

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).

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

12. EXTRANEOUS TERMS

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

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

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

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

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

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

13. CONFIDENTIAL/TRADE SECRET MATERIALS

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

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

14. RELEASE OF BID EVALUATION MATERIALS

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

15. FREEDOM OF INFORMATION LAW

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

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

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

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

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

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

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

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

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

17. TAXES

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

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

18. EXPENSES PRIOR TO CONTRACT EXECUTION

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

19. ADVERTISING RESULTS

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

20. PRODUCT REFERENCES

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

21. REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS

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

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

22. WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

23. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS

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

24. PRICING

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

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

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

25. DRAWINGS

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

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

26. SITE INSPECTION

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

27. SAMPLES

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

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

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

BID EVALUATION

28. BID EVALUATION

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

29. CONDITIONAL BID

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

30. CLARIFICATIONS / REVISIONS

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

31. PROMPT PAYMENT DISCOUNTS

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

32. EQUIVALENT OR IDENTICAL BIDS

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

33. PERFORMANCE AND RESPONSIBILITY QUALIFICATIONS

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

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

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

35. QUANTITY CHANGES PRIOR TO AWARD

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

36. TIMEFRAME FOR OFFERS

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

ADMINISTRATIVE

37. NYSIF PREROGATIVES

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

NYSIF reserves the right to exercise the following:

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

discretion of NYSIF. Should the amount withheld be finally paid, a cash discount originally offered may be taken by NYSIF as if no delay in payment had occurred;

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

38. NEW YORK STATE PROCUREMENT RIGHTS

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

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

39. BIDDER CERTIFICATION REQUIREMENTS

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

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

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

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

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

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

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

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

40. PARTICIPATION OF NYS BUSINESS ENTERPRISES

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

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

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

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

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

41. DEBRIEFING

Any unsuccessful Bidder may request a debriefing by notifying NYSIF in writing within seven (7) business days after receiving notification of the contract non-award. All requests for debriefings shall be emailed to contracts@nysif.com. 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 7th (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 10th (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 10th (tenth) business day following the protester's receipt of the determination. The appeal should be directed to NYSIF's General Attorney at the following address:

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

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

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

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

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

d. Legal Appeals

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

NYSIF EXHIBIT C

CONTRACT PROVISIONS

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1. CONTRACT DOCUMENTS

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

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

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

2. TERM

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

3. TERMINATION OF CONTRACT

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

4. SUSPENSION OF WORK

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

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

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

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

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

5. VENDOR RESPONSIBILITY

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

6. SAVINGS/FORCE MAJEURE

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

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

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

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

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

7. DISASTER RECOVERY PLAN

A. Disaster Recovery Plan

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

B. Access to Disaster Recovery Plans

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

C. Disaster Event Notification

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

8. PRODUCT DELIVERY

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

9. WEEKEND AND HOLIDAY DELIVERY

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

10. SHIPPING / RECEIPT OF PRODUCT

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

11. PRODUCT SUBSTITUTION

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

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

12. REJECTED PRODUCT

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

13. INSPECTION AND ACCEPTANCE OF THE WORK

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

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

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

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

14. TITLE AND RISK OF LOSS

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

15. EMERGENCY CONTRACTS

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

16. ASSIGNMENT

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

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

17. ASSIGNMENT OF CLAIM

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

18. RIGHT TO AUDIT

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

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

SAS 70 Reports:

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

19. POLICY COMPLIANCE

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

20. SUBCONTRACTORS / SUPPLIERS

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

21. CONTRACT BILLINGS

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

NYSIFAPVNDRINV@nysif.com

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.

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

22. REMEDIES FOR BREACH

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

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

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

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

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

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

23. INSTALLATION

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

24. PRODUCT ACCEPTANCE – HARDWARE AND SOFTWARE

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

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

25. TOXIC SUBSTANCES

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

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

26. COOPERATION WITH THIRD PARTIES

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

27. INDEPENDENT CONTRACTOR

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

28. EMPLOYEES, SUBCONTRACTORS AND AGENTS

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

29. OWNERSHIP OF DOCUMENTS

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

30. INFORMATION SECURITY CLAUSE

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

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

31. CONFIDENTIALITY CLAUSE

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

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

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

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

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

32. INDEMNIFICATION

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

33. INDEMNIFICATION RELATING TO THIRD PARTY RIGHTS

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

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

34. LIMITATION OF LIABILITY

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

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

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

35. NON-SOLICITATION

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

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

36. CONTRACTOR CONSULTANT LAW

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

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

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

37. INSURANCE

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

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

38. PERFORMANCE / BID BOND

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

39. NOTICE

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

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

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

Such notices shall be addressed to:

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

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

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

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

40. MODIFICATIONS TO THE AGREEMENT

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

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

41. SEVERABILITY

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

42. CHOICE OF LAW: VENUE

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

43. COUNTERPARTS / SIGNATURES

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

EXHIBIT M

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

NEW YORK STATE LAW

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

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

Business Participation Opportunities for MWBEs

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

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

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

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

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

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

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

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

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

EXHIBIT M

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

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

Equal Employment Opportunity Requirements

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

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

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

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

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

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

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																	

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

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

Contract No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Reporting Period: <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__
Contractor's Name:		Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Contractor's Address:		

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																	

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

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 0 % WBE 0 %

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.
A.	<u>NYS ESD CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
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: <input type="checkbox"/> YES <input type="checkbox"/> 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: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____				

REQUEST FOR WAIVER FORM

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

Offeror/Contractor Name:	Federal Identification No.:	
Address:	Solicitation/Contract No.:	
City, State, Zip Code:	M/WBE Goals: MBE % WBE %	
<p align="center">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.</p>		
Contractor is requesting a: 1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial 2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial 3. <input type="checkbox"/> Waiver Pending ESD Certification – (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.) Date of such filing with Empire State Development: _____		
PREPARED BY (Signature): 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.	Date:	
Name and Title of Preparer (Printed or Typed):	Telephone Number:	Email Address:
Submit with the bid or proposal or if submitting after award submit to: New York State Insurance Fund Attn: Procurement Unit 15 Computer Dr. W. Albany, NY 12205 Email: contracts@nysif.com	***** FOR M/WBE USE ONLY *****	
	REVIEWED BY:	DATE:
	Waiver Granted: <input type="checkbox"/> YES MBE: <input type="checkbox"/> WBE: <input type="checkbox"/> <input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued _____ *Comments:	

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.

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

*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: _____

APPENDIX D

MacBRIDE QUESTIONNAIRE

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

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

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

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

- (1) have business operations in Northern Ireland:

☐ YES

☐ NO

If yes,

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

☐ YES

☐ NO

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

Signature

Typed Name

Company Position

Company Name

Date Signed

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), affiliate¹ 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

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

New York State
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

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

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

New York State
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

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

(a) File returns or pay any applicable Federal, State, or Local Government Taxes ☐ Yes ☐ No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability:

(b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE? ☐ Yes ☐ No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability:

16. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing? ☐ Yes ☐ No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates: _____

If it is an affiliate, include the affiliate's name and FEIN: _____

Provide the court name, address and docket number: _____

Indicate if the proceedings have been initiated, remain pending or have been closed: _____

If closed, provide the date closed: _____

17. Does vendor have the financial resources necessary to fulfill the requirements of the proposed contract? ☐ Yes ☐ No

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 _____)
)
COUNTY OF _____) ss.:

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

ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

<u>Business Name</u>	<u>FEIN</u>	<u>Dollar Value</u>	<u>Description of Work</u>
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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 _____

**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 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 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 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.
- (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

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

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 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 attached as Exhibit 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 Exhibit A, that the terms of Exhibit 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the Effective Date below.

NEW YORK STATE INSURANCE FUND

By _____
 Name _____
 Title _____
 Date _____

By _____
 Name _____
 Title _____
 Date _____

ACKNOWLEDGEMENT BY CORPORATION

STATE OF _____)
)
 COUNTY OF _____)

ss.:

On this _____ day of _____, 20____, 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 depose and say that he is a member of the firm of _____, and that he executed the foregoing instrument in the firm name of _____, and that he had authority to sign same, and he did duly acknowledge to me that he executed the same as the act and deed of said firm of _____, for the uses and purposes mentioned therein.

 Notary Public

APPENDIX J
MANDATORY REQUIREMENT CERTIFICATION

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

Certifications:

- _____ Bidder is a qualified Licensed TPA to represent insurance carriers under the WCL.
- _____ Bidder possesses a minimum of five (5) year experience with administration of workers' compensation programs.
- _____ Bidder is currently administering workers' compensation claims in the state of New York.
- _____ All claims adjusters that will be administering claims for NYSIF will have a DFS issued independent adjuster license.
- _____ Substitutions of key staff will be approved by NYSIF. Bidder will not delegate any responsibility performed pursuant to any contract resulting from this RFP to anyone not identified in its proposal, without prior written approval from NYSIF.
- _____ Bidder will designate a specific individual to serve as the key liaison with NYSIF in contract matters.
- _____ Bidder certifies that a conflict of interest check has been performed, and there exists no potential or actual conflict with any current or reasonably foreseeable future client. If any conflict of interest arises during the performance of work herein, the Bidder will notify NYSIF immediately and follow such steps as directed by NYSIF.
- _____ Bidder understands and acknowledges that NYSIF makes no representation about the volume of work assigned to any Bidder and that Assignment of work is within NYSIF's discretion.
- _____ Bidder understands and acknowledges that upon NYSIF's request, a Bidder must immediately remove an employee from performing work on behalf of NYSIF.
- _____ Bidder understands and acknowledges that they may be disqualified if NYSIF determines Bidder lacks sufficient technical, operational or financial stability to provide the services required under this RFP.

APPENDIX J
MANDATORY REQUIREMENT CERTIFICATION

Claims management system (CMS) Certifications

Bidder's CMS:

- _____ is in full compliance with the New York State Workers' Compensation EDI Claims Reporting requirements,
- _____ generates management/claims reports and loss runs as shall be reasonably required by NSYIF and their policyholders,
- _____ allows client users complete remote access,
- _____ allows multiple users from multiple locations to view files simultaneously,
- _____ allows all imaged documents to be viewed by the client user,
- _____ allows a client user viewing of First Report of Injury/Subsequent Reports of Injury,
- _____ allows a client user viewing of all history of claims reporting in compliance with WCB statutory reporting requirements,
- _____ allows a client user viewing of reserving history and rationale,
- _____ allows a client user to set up an alert, generate reports and segregate claims by type, such as incident, indemnity, medical only, etc...,
- _____ allows reports to be exported to Excel or PDF or .csv,
- _____ can be tailored to include specific data fields/ad hoc reports,
- _____ can meet NYS WCB's mandate for using ICD10 codes on 10/1/15.

Signature

Date

Typed Name

Company Position

Company Name

**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)					
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:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
: _____ SS.:
COUNTY OF _____ }

On the ____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _____ he resides at _____, Town of _____, County of _____, State of _____; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

- ☐ (If an individual): _____ he executed the foregoing instrument in his/her name and on his/her own behalf.
- ☐ (If a corporation): _____ he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _____ he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- ☐ (If a partnership): _____ he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _____ he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- ☐ (If a limited liability company): _____ he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _____ he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?



Internet access: www.nystax.gov
(for information, forms, and publications)



Fax-on-demand forms: 1 800 748-3676



Telephone assistance is available from
8:00 A.M. to 5:00 P.M. (eastern time),
Monday through Friday. 1 800 698-2931

To order forms and publications: 1 800 462-8100

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

**Contractor Certification**(Pursuant to Section 5-a of the Tax Law, as amended,
effective April 26, 2006)**ST-220-TD**

(5/07)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name

Contractor's principal place of business

City

State

ZIP code

Contractor's mailing address (if different than above)

Contractor's federal employer identification number (EIN)

Contractor's sales tax ID number (if different from contractor's EIN)

Contractor's telephone number
()

Covered agency or state agency

Contract number or description

Estimated contract value over
the full term of contract
(but not including renewals) \$

Covered agency address

Covered agency telephone number

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a*, (as amended, effective April 26, 2006), available at www.nystax.gov. 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
(for information, forms, and publications)**Fax-on-demand forms:**

1 800 748-3676

**Telephone assistance** is available from 8:00 A.M. to 5:00 P.M.
(eastern time), Monday through Friday.

To order forms and publications:

1 800 462-8100

Sales Tax Information Center:

1 800 698-2909

From areas outside the U.S. and outside Canada:

(518) 485-6800

Hearing and speech impaired (telecommunications
device for the deaf (TDD) callers only):

1 800 634-2110

**Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make only one entry in each section.

Section 1 — Contractor registration status

- ☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- ☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

- ☐ The contractor does not have any affiliates.
- ☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- ☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

- ☐ The contractor does not have any subcontractors.
- ☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- ☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

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 O

CONTRACTOR CONSULTANT LAW **Form A**

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

To meet these new requirements, the Contractor agrees to complete Form A - Contractor’s Planned Employment Form.

A listing of employment categories, which is a required column on the form, can be found at the following link:

<http://www.onetonline.org/>

APPENDIX 0

OSC Use Only:

Reporting Code:

Category Code:

Date Contract Approved:

FORM A

**State Consultant Services - Contractor's Planned Employment
From Contract Start Date Through The End Of The Contract Term**

State Agency Name: NYS Insurance Fund

Agency Code: 7010204

Contractor Name:

Contract Number:

Contract Start Date:

Contract End Date: / /

Employment Category	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page			
Grand Total			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature:

Date Prepared: / /

(Use additional pages, if necessary)

Page of

Contractor Consultant Law

Form B

Form B - Contractor's Annual Employment Report. By May 15th of each year of the contract, the contractor agrees to report the following information to the State agency awarding the contract, or, if the contractor has provided contract employees pursuant to an OGS centralized contract, such report must be made to the State agency purchasing from such contract:

1. Total number of employees employed to provide the consultant services, by employment category.
2. Total number of hours worked by such employees.
3. Total compensation paid to all employees that performed consultant services under such Contract.*

Form B is required for each covered consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such contract was in effect during such prior State fiscal year.

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

To determine employment categories, you may access the U.S. Department of Labor Employment and Training Administration's O*NET database - www.online.onetcenter.org – and select “Find Occupations”.

**NOTE: The information to be reported is applicable only to those employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to employees of Subcontractors who perform any part of the service contract or any part of the covered consultant contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an employee in a clerical, support, organizational or other administrative capacity.*

Contractor agrees to simultaneously report such information to the Department of Civil Service and the Office of the State Comptroller as designated below:

NYSIF	Department of Civil Service	OSC-Bureau of Contracts
contracts@nysif.com	Alfred E. Smith Office Building	110 State St., 11 th Floor
	Albany, NY 12239	Albany, New York 12236
	Attn: Counsel's Office	Attn: Consultant Reporting

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual employee names or social security numbers are set forth on a document, the State agency making such disclosure is obligated to redact both the name and social security number prior to disclosure.

Should you have any questions, please contact the NYSIF Procurement Unit at 518-437-4360 (phone), 518-437-4209 (fax), or contracts@nysif.com (email).

APPENDIX 0

FORM B**OSC Use Only:**

Reporting Code:

Category Code:

**State Consultant Services
Contractor's Annual Employment Report**

Report Period: April 1, to March 31,

Contracting State Agency Name:

Agency Code:

Contract Number:

Contract Term: / / to / /

Contractor Name:

Contractor Address:

Description of Services Being Provided:

Scope of Contract (Choose one that best fits):

Analysis ☐ Evaluation ☐ Research ☐ Training ☐

Data Processing ☐ Computer Programming ☐ Other IT consulting ☐

Engineering ☐ Architect Services ☐ Surveying ☐ Environmental Services ☐

Health Services ☐ Mental Health Services ☐

Accounting ☐ Auditing ☐ Paralegal ☐ Legal ☐ Other Consulting ☐

Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page			
Grand Total			

Name of person who prepared this report:

Preparer's Signature: _____

Title:

Phone #:

Date Prepared: / /

Use additional pages if necessary)

Page of

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

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 Y

NYSIF FILE LAYOUT

TPA electronic data exchange

Any TPA entering into this agreement with NYSIF must electronically exchange the data files noted below, using industry standard secure methods.

Files to be sent by TPA vendor to NYSIF:

- A) Daily process
- B) Weekly CMS process
- C) Monthly control file
- D) Monthly NCCI file

Files to be sent by NYSIF to TPA vendor:

- E) Daily process error
- F) Weekly CMS process error
- G) Monthly CMS Query response
- H) Quarterly CMS claim response

File specifications:

- A) Daily process

Naming convention: <ccymmdd>_<VendorName>.txt

Description: Used to open/close claims and post payment transactions to NYSIF's system; includes demographic information, accident information, and transaction information

Notes: File needs to be sent as a text file, with fields in specific positions

Layout:

NEW YORK STATE INSURANCE FUND				
Daily process file layout				
Field Name	Data Type	Size	If Required	Comments
Control Record (001):				
Type of Record	Numeric	3	R	CONTROL RECORD = 001
NYSIF TPA Identifier Number	Numeric	5	R	#Assigned by NYSIF for internal use only (last 5 digits of WCB TPA#)
TPA Name	Alpha	35	R	The name of the TPA
Total Records	Numeric	6	R	Total number of records in file
Date	Numeric	8	R	Date file was created.
Time	Numeric	8	R	Time file was created.
Total Comp Paid To Date	Numeric	12.2	R	Total Comp Paid To Date in the file [From Record Type 2 and 3]
Total Med Paid to Date	Numeric	12.2	R	Total Med paid to date in the file [From Record Type 2 and 3]
Total Comp Incurred Cost	Numeric	12.2	R	Total Comp Incurred Cost in the file [From Record Type 2 and 3]
Total Med Incurred Cost	Numeric	12.2	R	Total Med Incurred Cost in the file [From Record Type 2 and 3]
Total Legal Reserve Amount	Numeric	12.2	R	Total Legal Reserve in the file [From Record Type 2 and 3]
Total Payment Amount	Numeric	12.2	R	Total Amount of Draft [From Record Type 20]
Filler		701		
Total Size:		850		

Claim Record (New = 002, Change = 003):				
				NEW CLAIM RECORD = 002, CHANGE = 003. For a change (003) all fields must be completed including those that do not change.
Type of Record	Numeric	3	R	
TPA Claim Number	Alpha	15	R	The Claim number issued by the TPA
Policy Number	Numeric	8	R	The NYSIF Policy Number
Entity Number	Numeric	5	R	NYS Employer entity number
Location Number	Numeric	5		Location Number if policy holder has more than 1 location
Accident Date	Numeric	8	R	Date of Accident
Group Number	Numeric	4		Group number
Claim Status	Numeric	1	R	NYSIF Status of Claim - See NYSIF Codes
WCB Status	Numeric	1		WCB Status of Claim
WCB Number	Alpha	8		WCB Claim Number
NYCIRB Class code	Numeric	4		The code for type of work (i.e. factory worker etc.)
Claim Soc Sec	Numeric	9		Claimant Social Security Number
Policy Date	Numeric	8	R	Begin Date of the Current Policy
Date Accident Reported	Numeric	8		Date Accident Reported
Initiating Document	Numeric	2	R	Document that created the Claim (i.e. C2, EC84, etc.) - See NYSIF Codes
Catastrophe	Numeric	2		NYCIRB Code except for WTC - See NYSIF Codes (Catastrophe)
Cause of Accident	Numeric	2	R	Cause of injury (NCCI Codes) - See Cause of Injury
Body Part-1	Numeric	4	R	Body parts: Up to 10 body parts allowed (NCCI Codes) - See Body Parts
Body Part-2	Numeric	4		
Body Part-3	Numeric	4		
Body Part-4	Numeric	4		
Body Part-5	Numeric	4		
Body Part-6	Numeric	4		
Body Part-7	Numeric	4		
Body Part-8	Numeric	4		
Body Part-9	Numeric	4		
Body Part-10	Numeric	4		
Type of Injury	Numeric	2	R	Description of the injury (NCCI Codes) - See Type of Injury
Legal Status	Numeric	2		Type of Legal Action - See NYSIF Codes
Type of Disability	Numeric	1	R	Disability Type - See NYSIF Codes
Date Disability Began	Numeric	8	R	Date Disability began
Jurisdiction	Alpha	1	R	Jurisdiction - See NYSIF Codes
Kind of Injury	Alpha	1	R	CIRB defined claim type - See NYSIF Codes
Special Condition	Alpha	1	R	Special conditions - See NYSIF Codes
Incurred Cost Flag	Alpha	1		Is there an incurred cost record (for NYSIF use)
Prefix name	Alpha	3		Will not be used in the CLAIM-R dataset
First name	Alpha	25	R	Claimant First name, MI, Last Name
MI	Alpha	1		and suffix name will be combined
Last name	Alpha	25	R	and used to populate the field
Suffix name	Alpha	3		CLMNT-NA-LN-1 (35 characters allowed).
Claimant Phone	Numeric	10		Claimant Phone Number
Average Weekly Wage	Numeric	6.2		Average Weekly Wage
Claimant DOB	Numeric	8		Claimant Date of Birth
Comp Paid To Date Sign	Alpha	1		- See Trans Decode
Comp Paid To Date	Numeric	11.2		Total Comp paid to date
Med Paid to Date Sign	Alpha	1		- See Trans Decode
Med Paid to Date	Numeric	11.2		Total Med paid to date
Date of Death	Numeric	8		Claimant Date of Death
Last Incurred Cost Change	Numeric	8		Date of the change (applies to Comp [Trans 42] or Med [Trans 41] only)
New Medical Incurred Cost Sign	Alpha	1		- See Trans Decode
New Medical Incurred Cost	Numeric	11.2		Amount of Medical Incurred Cost if it has changed
New Comp Incurred Cost Sign	Alpha	1		- See Trans Decode
New Comp Incurred Cost	Numeric	11.2		Amount of Comp Incurred Cost if it has changed
Last Legal Cost Change	Numeric	8		Date of the change (applies to Claims Adjustment [Trans 40] only)
New Legal Reserve Amount Sign	Alpha	1		- See Trans Decode
New Legal Reserve Amount	Numeric	9.2		Amount of Legal Reserve if it has changed
New Legal Settlement Amount Sign	Alpha	1		- See Trans Decode
New Legal Settlement Amount	Numeric	9.2		Amount of Legal Settlement if it has changed
New Legal Reserve Status	Numeric	1		0 = inactive, 1 = active
Gender	Alpha	1		Claimant Gender - See Code Decode
Age	Alpha	3		Age of Claimant if date of birth is not available.
Fraud Indicator	Alpha	1		F = Full, P = Partial, space = no fraud
Return To Work Date	Numeric	8		Date that claimant returned to work, if applicable
Accident Description	Alpha	250	R	Description of the accident (free text)
Filler	Alpha	249		
Total Size:		850		

**Claimant Mailing Address
Record (006):**

Type of Record	Numeric	3	R	CLAIMANT MAILING ADDRESS RECORD = 006
TPA Claim Number	Alpha	15	R	The Claim number issued by the TPA
Street Address 1	Alpha	35	R	Street Address 1
Street Address 2	Alpha	35		Street Address 2
Secondary Address Unit Indicator	Numeric	2		Apartment/Suite, etc. - See Code Decode (Secondary Address Indicator)
Secondary Address Unit Indicator Text	Alpha	10		If Secondary Add Indicator = 7 (other); must specify
Secondary Address Unit Value	Alpha	10		Apartment/Suite, etc. number
City	Alpha	30		City
State	Alpha	2		State - See Code Decode (State and Possessions)
ZIP Code	Alpha	5		ZIP Code
ZIP Plus	Alpha	4		ZIP Plus 4
Country	Alpha	30		Country - See Code Decode (Countries)
Province Name	Alpha	2		Province Name - See Code Decode (Canadian Provinces)
Foreign Postal Code	Alpha	10		Foreign Postal Code
Filler		657		
Total Size:		850		

Transaction Record (020):

See Transaction Matrix for additional explanation

Type of Record	Numeric	3	see matrix	TRANSACTION RECORD = 020
TPA Claim Number	Alpha	15	see matrix	The Claim number issued by the TPA
Sequence Number	Numeric	3	see matrix	Sequence number in case of more than one record for a claim
Transaction Date	Numeric	8	see matrix	Date transaction was done by TPA
Payee Id	Numeric	2	see matrix	- See NYSIF Codes
Policy Number	Numeric	8	see matrix	In case there is more than one policy number
Claim Status	Numeric	1	see matrix	- See NYSIF Codes
Transaction Code	Numeric	3	see matrix	Transaction Payment Codes: 40=CA (Claim Adjustment=Claim Expense), 41=Med, 42=Comp
Pay Code	Alpha	3	see matrix	- See NYSIF Codes
Credit Flag	Alpha	2	see matrix	- See Trans Decode
Type of Payment (Bill Class)	Numeric	1	see matrix	- See Trans Decode
Payment Description (Bill Analysis Code)	Numeric	2	see matrix	- See Trans Decode
Supplemental Comp	Numeric	1	see matrix	Indicator if the payment being made is a supplemental payment
Payment Amount Sign	Alpha	1	see matrix	- See Trans Decode
Payment Amount	Numeric	9.2	see matrix	Amount of Draft
Aggregate Payment Amount Sign	Alpha	1	see matrix	- See Trans Decode
Aggregate Payment Amount	Numeric	9.2	see matrix	Total of all payments including this payment
Degree of Disability used for Reserve	Alpha	3	see matrix	- See NYSIF Codes [Under Record Type 20]
Start Date	Numeric	8	see matrix	Start date of the comp payment being made
End Date	Numeric	8	see matrix	End date of the comp payment being made
Number of Weeks Sign	Alpha	1	see matrix	- See Trans Decode
Number of Weeks	Numeric	8.4	see matrix	Number of weeks for which the payment is being made
Weekly Rate	Numeric	6.2	see matrix	Weekly rate for the payment
Begin Date of service for Med.	Numeric	8	see matrix	Begin Date of service for medical payment
End Date of service for Med.	Numeric	8	see matrix	End Date of service for medical payment
Check Number	Numeric	8	see matrix	TPA's check number
Date of Check	Numeric	8	see matrix	Date of check
Authorization Code	Alpha	1	see matrix	TPA authorization code if one is available
Authorization Number	Numeric	9	see matrix	TPA authorization number if one is available
Bill Number	Numeric	8	see matrix	Reference number from provider
Payee Name	Alpha	15	see matrix	Name of the person being paid
Filler		669		
Total Size:		850		

Notes:

Decimal position is assumed. For e.g.: If size is 4.2, then 1200.75 would appear as 120075.

R in column D = Required Field.

All Dates are formatted as YYYYMMDD

All Numeric fields should be zero filled regardless if required.

		Code Decode
Name	Code	Decode
Gender	1	Male
	2	Female
	3	Unknown
Secondary Address Indicator	1	Apartment
	2	Building
	3	Floor
	4	Suite
	5	Room
	6	Department
	7	Other
Canadian Provinces	AB	Alberta
	BC	British Columbia
	MB	Manitoba
	NB	New Brunswick
	NF	Newfoundland
	NT	Northwest Territories and Nunavut
	NS	Nova Scotia
	ON	Ontario
	PE	Prince Edward Island
	QC	Quebec
	SK	Saskatchewan
	YT	Yukon
States and Possessions	AK	ALASKA
	AL	ALABAMA
	AR	ARKANSAS
	AS	AMERICAN SAMOA
	AZ	ARIZONA
	CA	CALIFORNIA
	CO	COLORADO
	CT	CONNECTICUT
	DC	DISTRICT OF COLUMBIA
	DE	DELAWARE
	FL	FLORIDA

	FM	FEDERATED STATES OF MICRONESIA
	GA	GEORGIA
	HI	HAWAII
	IA	IOWA
	ID	IDAHO
	IL	ILLINOIS
	IN	INDIANA
	KS	KANSAS
	KY	KENTUCKY
	LA	LOUISIANA
	MA	MASSACHUSETTS
	MD	MARYLAND
	ME	MAINE
	MH	MARSHALL ISLANDS
	MI	MICHIGAN
	MN	MINNESOTA
	MO	MISSOURI
	MP	NORTHERN MARIANA ISLANDS
	MS	MISSISSIPPI
	MT	MONTANA
	NC	NORTH CAROLINA
	ND	NORTH DAKOTA
	NE	NEBRASKA
	NH	NEW HAMPSHIRE
	NJ	NEW JERSEY
	NM	NEW MEXICO
	NV	NEVADA
	NY	NEW YORK
	OH	OHIO
	OK	OKLAHOMA
	OR	OREGON
	PA	PENNSYLVANIA
	PR	PUERTO RICO
	PW	PALAU
	RI	RHODE ISLAND
	SC	SOUTH CAROLINA
	SD	SOUTH DAKOTA
	TN	TENNESSEE
	TX	TEXAS
	UT	UTAH
	VA	VIRGINIA
	VI	VIRGIN ISLANDS
	VT	VERMONT
	WA	WASHINGTON

	WI	WISCONSIN
	WV	WEST VIRGINIA
	WY	WYOMING
Countries	ALBANIA	ALBANIA
	ALDERNEY	ALDERNEY
	ALGERIA	ALGERIA
	ANDORRA	ANDORRA
	ANGOLA	ANGOLA
	ANGUILLA	ANGUILLA
	ANTIGUA & BARBUDA	ANTIGUA & BARBUDA
	ARGENTINA	ARGENTINA
	ARMENIA	ARMENIA
	ARUBA	ARUBA
	ASCENSION	ASCENSION
	AUSTRALIA	AUSTRALIA
	AUSTRIA	AUSTRIA
	AZERBAIJAN	AZERBAIJAN
	AZORES	AZORES
	BAHAMAS	BAHAMAS
	BAHRAIN	BAHRAIN
	BANGLADESH	BANGLADESH
	BARBADOS	BARBADOS
	BELARUS	BELARUS
	BELGIUM	BELGIUM
	BELIZE	BELIZE
	BENIN	BENIN
	BERMUDA	BERMUDA
	BHUTAN	BHUTAN
	BOLIVIA	BOLIVIA
	BONAIRE	BONAIRE
	BOSNIA- HERZEGOVINA	BOSNIA-HERZEGOVINA
	BOTSWANA	BOTSWANA
	BRAZIL	BRAZIL
	BRITISH VIRGIN ISLANDS	BRITISH VIRGIN ISLANDS
	BRUNEI DARUSSALAM	BRUNEI DARUSSALAM
	BULGARIA	BULGARIA
	BURKINA FASO	BURKINA FASO
	BURMA	BURMA
	BURUNDI	BURUNDI
	CAMBODIA	CAMBODIA
	CAMEROON	CAMEROON

	CANADA	CANADA
	CANARY ISLANDS	CANARY ISLANDS
	CAPE VERDE	CAPE VERDE
	CAYMAN ISLANDS	CAYMAN ISLANDS
	CENTRAL AFRICAN REPUBLIC	CENTRAL AFRICAN REPUBLIC
	CHAD	CHAD
	CHILE	CHILE
	CHINA	CHINA
	COLOMBIA	COLOMBIA
	COMOROS	COMOROS
	COOK ISLANDS	COOK ISLANDS
	CORSICA	CORSICA
	COSTA RICA	COSTA RICA
	COTE D'IVOIRE	COTE D'IVOIRE
	CROATIA	CROATIA
	CUBA	CUBA
	CURACAO	CURACAO
	CYPRUS	CYPRUS
	CZECH REPUBLIC	CZECH REPUBLIC
	DEMOCRATIC REPUBLIC OF CONGO	DEMOCRATIC REPUBLIC OF CONGO
	DENMARK	DENMARK
	DJIBOUTI	DJIBOUTI
	DOMINICA	DOMINICA
	DOMINICAN REPUBLIC	DOMINICAN REPUBLIC
	EAST TIMOR	EAST TIMOR
	ECUADOR	ECUADOR
	EGYPT	EGYPT
	EL SALVADOR	EL SALVADOR
	ENGLAND	ENGLAND
	EQUATORIAL GUINEA	EQUATORIAL GUINEA
	ERITREA	ERITREA
	ESTONIA	ESTONIA
	ETHIOPIA	ETHIOPIA
	FALKLAND ISLANDS	FALKLAND ISLANDS
	FAROE ISLANDS	FAROE ISLANDS
	FIJI	FIJI

	FINLAND	FINLAND
	FRANCE	FRANCE
	FRENCH GUIANA	FRENCH GUIANA
	FRENCH POLYNESIA	FRENCH POLYNESIA
	GABON	GABON
	GAMBIA	GAMBIA
	GERMANY	GERMANY
	GHANA	GHANA
	GIBRALTAR	GIBRALTAR
	GREECE	GREECE
	GREENLAND	GREENLAND
	GRENADA	GRENADA
	GUADELOUPE	GUADELOUPE
	GUATEMALA	GUATEMALA
	GUERNSEY	GUERNSEY
	GUINEA	GUINEA
	GUINEA-BISSAU	GUINEA-BISSAU
	GUYANA	GUYANA
	HAITI	HAITI
	HONDURAS	HONDURAS
	HONG KONG	HONG KONG
	HUNGARY	HUNGARY
	ICELAND	ICELAND
	INDIA	INDIA
	INDONESIA	INDONESIA
	IRAN	IRAN
	IRAQ	IRAQ
	IRELAND	IRELAND
	ISLE OF MAN	ISLE OF MAN
	ISRAEL	ISRAEL
	ITALY	ITALY
	JAMAICA	JAMAICA
	JAPAN	JAPAN
	JERSEY	JERSEY
	JORDAN	JORDAN
	KAZAKHSTAN	KAZAKHSTAN
	KENYA	KENYA
	KIRIBATI	KIRIBATI
	KUWAIT	KUWAIT
	KYRGYZSTAN	KYRGYZSTAN
	LAOS	LAOS
	LATVIA	LATVIA
	LEBANON	LEBANON
	LESOTHO	LESOTHO

	LIBERIA	LIBERIA
	LIBYA	LIBYA
	LIECHTENSTEIN	LIECHTENSTEIN
	LITHUANIA	LITHUANIA
	LUXEMBOURG	LUXEMBOURG
	MACAO	MACAO
	MACEDONIA	MACEDONIA
	MADAGASCAR	MADAGASCAR
	MADEIRA ISLANDS	MADEIRA ISLANDS
	MALAWI	MALAWI
	MALAYSIA	MALAYSIA
	MALDIVES	MALDIVES
	MALI	MALI
	MALTA	MALTA
	MARTINIQUE	MARTINIQUE
	MAURITANIA	MAURITANIA
	MAURITIUS	MAURITIUS
	MEXICO	MEXICO
	MOLDOVA	MOLDOVA
	MONACO	MONACO
	MONGOLIA	MONGOLIA
	MONTSERRAT	MONTSERRAT
	MOROCCO	MOROCCO
	MOZAMBIQUE	MOZAMBIQUE
	NAMIBIA	NAMIBIA
	NAURU	NAURU
	NEPAL	NEPAL
	NETHERLANDS	NETHERLANDS
	NETHERLANDS ANTILLES	NETHERLANDS ANTILLES
	NEW CALEDONIA	NEW CALEDONIA
	NEW ZEALAND	NEW ZEALAND
	NICARAGUA	NICARAGUA
	NIGER	NIGER
	NIGERIA	NIGERIA
	NIUE	NIUE
	NORTH KOREA	NORTH KOREA
	NORTHERN IRELAND	NORTHERN IRELAND
	NORWAY	NORWAY
	OMAN	OMAN
	PAKISTAN	PAKISTAN
	PANAMA	PANAMA

	PAPUA NEW GUINEA	PAPUA NEW GUINEA
	PARAGUAY	PARAGUAY
	PERU	PERU
	PHILIPPINES	PHILIPPINES
	PITCAIRN ISLAND	PITCAIRN ISLAND
	POLAND	POLAND
	PORTUGAL	PORTUGAL
	QATAR	QATAR
	REPUBLIC OF GEORGIA	REPUBLIC OF GEORGIA
	REPUBLIC OF THE CONGO	REPUBLIC OF THE CONGO
	REUNION	REUNION
	ROMANIA	ROMANIA
	RUSSIA	RUSSIA
	RWANDA	RWANDA
	SABA	SABA
	SAN MARINO	SAN MARINO
	SAO TOME & PRINCIPE	SAO TOME & PRINCIPE
	SARK	SARK
	SAUDI ARABIA	SAUDI ARABIA
	SCOTLAND	SCOTLAND
	SENEGAL	SENEGAL
	SERBIA-MONTENEGRO	SERBIA-MONTENEGRO
	SEYCHELLES	SEYCHELLES
	SIERRA LEONE	SIERRA LEONE
	SINGAPORE	SINGAPORE
	SLOVAK REPUBLIC	SLOVAK REPUBLIC
	SLOVENIA	SLOVENIA
	SOLOMON ISLANDS	SOLOMON ISLANDS
	SOMALIA	SOMALIA
	SOUTH AFRICA	SOUTH AFRICA
	SOUTH KOREA	SOUTH KOREA
	SPAIN	SPAIN
	SRI LANKA	SRI LANKA
	ST. BARTHOLOMEW	ST. BARTHOLOMEW
	ST. EUSTATIUS	ST. EUSTATIUS
	ST. HELENA	ST. HELENA

	ST. KITTS & NEVIS	ST. KITTS & NEVIS
	ST. LUCIA	ST. LUCIA
	ST. MARTEEN	ST. MARTEEN
	ST. PIERRE & MIQUELON	ST. PIERRE & MIQUELON
	ST. VINCENT AND GRENADINES	ST. VINCENT AND GRENADINES
	SUDAN	SUDAN
	SURINAME	SURINAME
	SWAZILAND	SWAZILAND
	SWEDEN	SWEDEN
	SWITZERLAND	SWITZERLAND
	SYRIA	SYRIA
	TAIWAN	TAIWAN
	TAJIKISTAN	TAJIKISTAN
	TANZANIA	TANZANIA
	THAILAND	THAILAND
	TOGO	TOGO
	TONGA	TONGA
	TRINIDAD & TOBAGO	TRINIDAD & TOBAGO
	TRISTAN DA CUNHA	TRISTAN DA CUNHA
	TUNISIA	TUNISIA
	TURKEY	TURKEY
	TURKMENISTAN	TURKMENISTAN
	TURKS & CAICOS ISLANDS	TURKS & CAICOS ISLANDS
	TUVALU	TUVALU
	UGANDA	UGANDA
	UKRAINE	UKRAINE
	UNITED ARAB EMIRATES	UNITED ARAB EMIRATES
	URUGUAY	URUGUAY
	USA	USA
	UZBEKISTAN	UZBEKISTAN
	VANUATU	VANUATU
	VATICAN CITY	VATICAN CITY
	VENEZUELA	VENEZUELA
	VIETNAM	VIETNAM
	WALES	WALES
	WALLIS & FUTUNA ISLANDS	WALLIS & FUTUNA ISLANDS

	WESTERN SAMOA	WESTERN SAMOA
	YEMEN	YEMEN
	ZAMBIA	ZAMBIA
	ZIMBABWE	ZIMBABWE

	Trans Decode
Sign:	
+	Symbol to be used if the amount being reported is a positive number
-	Symbol to be used if the amount being reported is a negative number
Credit Flag:	
1	Reimbursement of supplemental payments made
15	Reimbursement of comp or med payments made under section 15-8
CC	Cancelled checks
SP	Stop payments
FO	Forgery
CR	Other credits
S1	Salvage - "N" Jurisdiction
S2	Salvage - "V" Jurisdiction
S3	Salvage - "U" Jurisdiction
S4	Salvage - 1B
S5	Salvage - ET (Extra Territorial)
CE	14-6; Concurrent Employment Recovery
25	25-a Repayment
2	Transfer of payments from a claim to another claim.
3	Transfers from suspense account 01 (also used to identify suspense account 01 transaction into and out of suspense that match (offset within suspense account 01)
4	used to identify suspense account 01 transactions "out of" suspense that do not have a match in suspense account 01 on the payments dataset 51, 52, 53 - salvage
Type of Payment (Bill Class):	
1	Medical and surgical treatment by claimant's Physician
2	Hospital bills -emergency room and outpatient services only
3	Hospital bills - in-patient services only
4	Surgical appliances, when provided by surgical appliance dealers other than a pharmacy
5	Drug store and pharmacy charges -paid directly to Provider
6	Nursing Services
7	All other medical services
8	DRG Bills

9	Claim Adjustment (Expense [Trans = 40])
Payment Description (Bill Analysis Code):	
0	NO CLASSIFICATION AVAILABLE
1	SURGICAL/MEDICAL FEES TO DOCTORS AND OTHERS
5	DRUG STORE & PHARMACY CHARGES-PAID PROVIDER
7	SPECIAL NURSING, HEALTH CARE & ATTENDANTS
8	D.R.G. HOSPITAL PAYMENT
9	ALL OTHER MEDICAL SERVICES
12	PAY CODE DESCRIPTION NOT AVAILABLE
21	COST OF MEDICAL EXAMINATIONS BY STATE FUND CONSULTANTS
22	COST OF TESTIMONY AT HEARINGS BY PHYSICIANS FOR STATE FUND
23	CLAIMANT PHYSICIAN FEES AT HEARINGS APPEARANCE REQ BY SIF
24	COST OF IMPARTIAL SPECIALISTS EXAMS AND TESTIMONY
25	FLD MED INSPECTIONS (CLAIMANTS HOME, HOSPITAL, DR OFFICE)
26	MEDICAL EXAMINATIONS IN SIF MEDICAL DEPT ". "(SESSION DOCTORS)
27	FEES OF PHYSICIANS WHO EXAMINE CLAIMANTS FOR SIF ". "AT HEARINGS
28	COST OF PERFORMING AUTOPSIES
61	CAR-FARE AND INCIDENTAL COSTS INCURRED BY CLAIMANTS ". "SIF MED EXAMS
62	CLAIMANTS SHARE OF EXCESS RECOVERY IN SUBROGATED 3RD PARTY ACTION".
70	HEARING REPRESENTATIVE FEES BY OUTSIDE ATTORNEYS
71	ROUTINE CONTRACT INVESTIG. BY RETAIL CREDIT, HOOPER HOLMES ETC
72	SPECIAL INVESTIG. OR SPECIAL AUDIT OF CLAIMANT'S BOOKS
73	MED. ARB. FEES INCURRED UNDER SEC. 13-G OF THE WCL
74	REIMBURSEMENT TO WITNESS APPEARING ON BEHALF OF STATE FUND
75	SUBPOENA FEES-PAID FOR SERVING OF SUBPOENA
76	COSTS INCURRED FOR BIRTH, DEATH OR MARRIAGE CERTIFICATES
77	COST OF MINUTES OF HEARINGS
78	COST OF PHOTOCOPYING HOSPITAL OR OTHER RECORDS
79	PENALTIES OR FINES IMPOSED BY LAW PAYABLE TO OTHER THAN CLAIMANT
81	FEES TO OUTSIDE COUNSEL IN SUBROGATED CASES
82	COURT COSTS IN SUBROGATED CASES
83	STENOGRAPHIC, PHOTOSTATIC COSTS IN SUBROGATED CASES
84	FEES TO OUTSIDE COUNSEL IN APPEALS CASES
85	COURT COSTS IN APPEALS CASES
86	STENOGRAPHIC, PHOTOSTATIC COSTS IN APPEALS CASES
87	COURT COSTS IN SUBROGATED CASES
88	FEES TO OUTSIDE COUNSEL IN IMPLERADER CASES
89	LEGAL FEES AND EXPENSES TO OUTSIDE COUNSEL
91	MISCELLANEOUS DISBURSEMENTS

92	REIMBURSABLE FEES AND COSTS
99	MISCELLANEOUS

		NYSIF Codes
		<u>Record Types 02 or 03</u>
	<u>Disability Types:</u>	
	1	Death Case
	2	Dismemberment Case
	3	Fracture
	4	Other Loss Time Case
	5	No Compensable Loss Time Case (Loss time < 7 days)
	6	No Compensable Loss Time Case (Medical)
	7	No Compensable Loss Time Case (Other)
	<u>Jurisdiction:</u>	Default =N. Hierarchy applies. E.g.: E will overwrite O, but C will not overwrite E
	E	Employer's liability
	O	Other State Laws
	C	Concurrent Employment
	N	New York Worker's Compensation Law
	<u>Catastrophe:</u>	NYCIRB Definition=any occurrence involving two or more claimants.
		All claims relating to the first such
		occurrence on a given policy in a given policy year are assigned cat code 1;
		claims relating to the 2nd such occurrence, cat code 2; etc.
		Only exception is for WTC (World Trade Ctr) Code 48=All claims
		directly arising from the commercial airline hijackings of September 11,
		2001 through September 14, 2001.(Ref R.C.1989NYCIRB11-21-01).
	<u>Kind of Injury:</u>	
	B	No Coverage (Not NYSIF case)
	D	Death
	E	Duplicate Case
	M	Other Major Perm. Partial (No Lifetime Reserve; i.e. SLUs, 15-8 Full, Temp Payments of more than 1 year
	P	Permanent Total
	S	Special Values
	T	Temporary Total (Temp payments less than 1 year)
	V	Lifetime Reserve; Major Perm. Partial Classified by WCB
	W	Lifetime Reserve; Major Perm. Partial Not Classified by WCB
	X	Medical Only [Disability Type = "NC"]
	Z	Zero Comp and Med [Disability Type = "ZERO"]

	<u>Special Conditions:</u>	Hierarchy Applies. E.g.: D will not be overwritten by S, S will be overwritten by D
	D	15.8 case -- Dust
	F	15.8 case -- (No Dust)
	G	Hearing Loss
	A	Occupational disease - casual relationship established
	R	Radiation
	S	Salvage -- aka Subrogation (3rd party settlement, legal recovery, etc.)
	O	No special condition established
	<u>Claim Status:</u>	
	0	Retired= Case closed by the TPA
	1	Open case
	<u>Legal Status:</u>	
	1	SIF" Impleader no Hold-harmless alleged
	2	SIF: Impleader Hold-harmless alleged
	3	SIF: Direct Action
	4	More than one PLTF-Employee
	5	SIF: Discovery and Inspection Proceeding
	7	SIF: Declaratory Judgment
	8	SIF: Vouch in or loss share
	9	SIF: Miscellaneous (Small Claims, etc.)
	11	Two separate Impleader files, one claimant
	12	1 Pltf, 2 3PTY Pltfs, 1 H/H & 1-H/H
	13	2 Separate Lawsuits, 1 Direct and 1 Impleader
	14	Two direct Actions, Same Clt
	40	Disclaim: Did not Insure at time of Acc
	41	Discl. Cause of action for Hold-harmless only
	42	Discl. Cause of action for Non-comp. injury
	43	Disc. In direct Action Plntf not an employee
	44	Discl. In direct Action Def. not employer
	45	Discl. In Impleader 3rd Party Def. not empl.
	46	Discl. In Impleader Plaintiff not an employee
	47	Discl. SIF not insure 3rd party defendant
	48	Discl. Request by Def. that insured defend
	49	Dir. Action, Cmplnt silent, Comp case - Establish
	51	Abey. Impleader
	52	Abey. Hld-Hrmlss Ins. SIF to Ackn Co Insurance
	53	Abey.Liab. Ins. SIF to Ackn. Co-insurance
	54	Abey. SIF Disclaimed but SIF to be Impleaded
	55	Abey. Waiting for Disc. & Insp. Papers
	56	Abey. Waiting for Direct Action papers

57	Abey. Waiting for Decl. judgment papers
58	Abey. Investigation
59	Abey. Waiting for Miscellaneous papers
61	They Defend impleader No Hold-harmless alleged
62	They Defend impleader Hold-harmless alleged
63	Other: Direct Action
65	Other: Discovery and Inspection
69	Assigned to Make up file: Abeyance code
71	Mult. Decl. Judgment when impleader pending
72	Declaratory Action; impleader closed
73	Mult. Decl. Judgment when Dir. Action pending
74	Declaratory judgment: closed direct action
91	LT. Graphic Arts Money recovery lawsuit
	<u>Initiating Documents:</u>
1	Employer's first report of injury (C-2 long form)
2	Employee's claim for compensation (C-3)
3	Attending physician's supplementary report (C-4)
4	Notice by Workers Compensation Board of indexing of a claim, and request to carrier to submit specified forms (EC-84)
5	No coverage (C-316)
6	Political subdivision's report of injury to volunteer fireman (VF-2)
7	Volunteer fireman's claim for benefits (VF-3)
16	Telephone
	<u>Pay Codes:</u>
TPD	Temporary Partial Disability
TTD	Temporary Total Disability
PPD	Permanent Partial Disability
PTD	Permanent Total Disability
DBF	Death Benefit
SSO	Social Security Offset
INT	Interest Payment
LSS	Lump sum Payment
PNL	Penalty
S32	Section 32 Settlement
SLS	Special Lump sum (Death cases)
ADV	Advance Pay
ARE	Actual Reduced Earnings
CON	Reimbursement for Concurrent AWW Payment
EAF	Equitable Attorney Fee
FDA	Facial Disfigurement Award
FNB	Funeral Benefit
REI	Reissue
SUP	Supplemental Payment

	1BP	1B Payment
	158	15-8 Reimbursement
	25A	25-A Reimbursement
	PAY	Pay & Deduct a Lien
		<u>Record Type 20</u>
	<u>Payee Id (Account #)</u>	Payment to:
	00	Claimant
	01-40	Lien (Any type of lien)
	49	Employer Reimbursement
	51-70	Children
	71-79	Parents & Grandparents
	80-89	Others (including siblings)
	90	Funeral Home
	94 & 95	Special Funds
	98	Estate
	99	Spouse
	<u>Degree of Disability used for Reserve</u>	This field is used for computing Estimates / Reserves
	PTD	Permanent Total Disability
	PPD	Permanent Partial Disability
	TTD	Temporary Total Disability
	TPD	Temporary Partial Disability
	SPT	Statutory Permanent Total (set by WCB)
	DEA	Death case related to the accident (not posthumous)
	The following types must have a \$0.00 Comp Incurred Cost:	
	NC	Non-comp cases (medical only)
	ZER	No comp or medical (zero)
	NSF	Non State Insurance Fund case (no liability found by WCB)
	DUP	Duplicate cases

NCCI Codes	
Body Parts	Code
I. Head	
Multiple Head Injury (any Combination of Parts Below)	10
Skull	11
Brain	12
Ear(s) [Includes: Hearing, inside eardrum]	13
Eye(s) [Includes: Optic nerves, vision, eye lids]	14
Nose [Includes: Nasal passage, Sinus, Sense of Smell]	15
Teeth	16
Mouth [Includes: Lips, Tongue, Throat, Taste]	17
Soft Tissue	18
Facial Bones [Includes: Jaw]	19
II. Neck	
Multiple Neck Injury (any combination of parts below)	20
Vertebrae [Includes: Spinal Column Bone, "Cervical Segment"]	21
Disc [Includes: Spinal Column Cartilage, "Cervical Segment"]	22
Spinal Cord [Includes: Nerve, Nerve Tissue, "Cervical Segment"]	23
Larynx [Includes: Cartilage and Vocal Cords]	24
Soft Tissue (other than Larynx or Trachea)	25
Trachea	26
III. Upper Extremities	
Multiple Upper Extremities (any combination of parts below, excluding hands and wrists combined.)	30
Upper Arm [Humerus and corresponding muscles, excluding clavicle and scapula]	31
Elbow [Radial Head]	32
Lower Arm [Fore Arm - Radius, Ulna and Corresponding muscles]	33
Wrist [Carpals and Corresponding Muscles]	34
Hand [Metacarpals and corresponding muscles - excluding wrist or fingers]	35
Finger(s) [other than Thumb and corresponding muscles]	36
Thumb	37
Shoulder(s) [Armpit, Rotator Cuff, Trapezius, Clavicle, Scapula]	38
Wrist(s) and Hand(s)	39
IV. Trunk	
Multiple Trunk (Any combination of Parts Below)	40
Upper Back Area [(Thoracic Area) Upper Back Muscles, Excluding Vertebrae, Disc, Spinal]	41
Lower Back Area [(Lumbar Area and Lumbo Sacral) Lower Back Muscles, Excluding Sacrum, Coccyx, Pelvis, Vertebrae, Disc, Spinal Cord]	42
Disc [Spinal Column Cartilage other than Cervical Segment]	43
Chest [Including Ribs, Sternum, Soft Tissue]	44
Sacrum and Coccyx [Final Nine Vertebrae-Fused]	45
Pelvis	46
Spinal Cord [Nerve Tissue other than Cervical Segment]	47
Internal Organs [Other than Heart and Lungs]	48
Heart	49
Lungs	60

Abdomen [Including Groin; excluding injury to internalorgans]	61
Buttocks Soft Tissue	62
Lumbar &/or Sacral Vertebrae [Vertebra NOC Trunk; Bone portion of the Spinal Column]	63
V. Lower Extremities Multiple Lower Extremities (any combination of parts below)	50
Hip	51
Upper Leg [Femur and corresponding muscles]	52
Knee [Patella]	53
Lower Leg [Tibia, Fibula and Corresponding Muscles]	54
Ankle [Tarsals]	55
Foot [Metatarsals, Heel, Achilles Tendon and Corresponding Muscles - Excluding Ankle or Toes]	56
Toes	57
Great Toe	58
Artificial Appliance [Braces, etc.]	64
Insufficient information to properly identify - Unclassified	65
No Physical Injury [Mental Disorder]	66
Multiple Body Parts (Including Body Systems & Body Parts) [Applies when more than one major body part has been affected, such as an arm and a leg and multiple internal organs]	90
Body Systems and Multiple Body Systems [Applies to the functioning of an entire body system. Has been affected without specific injury to any other part, as in the case of poisoning, corrosive action, inflammation, affecting internal organs, damage to nerve centers, etc. Does not apply when the systemic damage results from an external injury affecting an external part such as a back injury which includes damage to the nerves of the spinal cord.	91

NCCI Codes Type of Injury	Code
I. Specific Injury	
No Physical Injury (i.e., Glasses, Contact Lenses, Artificial Appliance, Replacement of Artificial Appliance)	01
Amputation (Cut-off Extremity, Digit, Protruding Part of Body, usually by surgery, i.e., leg, arm)	02
Angina Pectoris (Chest Pain)	03
Asphyxiation (Strangulation, Drowning)	54
Burn (Heat - burns or scalding; the effect of contact with hot substances. Chemical - tissue damage resulting from the corrosive action of chemicals, fumes, i.e., acids, alkalies.)	04
Concussion (Brain, cerebral)	07
Contusion (Bruise - intact skin surface. Hematoma.)	10
Crushing (To grind, pound or break into small bits.)	13
Dislocation (Pinched nerve, slipped/ruptured disc, herniated disc, sciatica, complete tear, HNP subluxation, MD dislocation.)	16
Dislocation (of joint such as shoulder, elbow, etc.)	17
Electric Shock (Electrocution)	19
Enucleation (Removal of organ or tumor)	22
Foreign Body	25
Fracture (Breaking of a bone or cartilage.)	28
Freezing (Frostbite and other effects or exposure to low temperature.)	30
Hearing Loss or Impairment (Traumatic only. A separate injury, not the sequelae of another injury.)	31
Heat Prostration (Heat stroke, sun stroke, heat exhaustion, heat cramps and other effects of environmental heat.)	32
Hernia (Organ or part through the containing wall of its cavity.)	34
Infection (The invasion of a host by organisms such as bacteria, fungi, viruses, protozoa or insects, with or without manifest disease.)	36
Inflammation (The reaction of tissue of injury characterized clinically by heat, swelling, redness and pain.)	37
Laceration (Cut, scratches, abrasions, superficial wounds, calluses. Wound by tearing.)	40
Myocardial Infarction (Heart attack, heart conditions, hypertension. The inadequate blood flow to the muscular tissue of the heart.)	41
Poisoning - General (Not OD or Cumulative Injury) (A systemic morbid condition resulting from the inhalation, ingestion, or skin absorption of a toxic substance affecting the metabolic system, the nervous system, the circulatory system, the digestive syst	42
Puncture (A hole made by the piercing of a pointed instrument.)	43
Rupture	46
Severance (To separate, divide or take off.)	47
Sprain (A trauma or wrenching of a joint, producing pain and disability depending upon degree of injury of ligaments.)	49
Strain (Internal derangement, the trauma to the muscle or the musculotendinous unit from violent contraction or excessive forcible stretch.)	52
Syncope (Swooning, fainting, passing out; no other injury)	53
Vascular (Cerebrovascular and other conditions of circulatory systems, NOC. Excludes heart and hemorrhoids. Includes strokes, varicose veins - non-toxic.)	55
Vision Loss	58

All other specific injuries, NOC	59
II. Occupational Disease or Cumulative Injury	
Dust Disease, NOC (All other pneumoconiosis)	60
Asbestosis (Lung disease, a form of pneumoconiosis, resulting from protracted inhalation of asbestos particles.)	61
Black Lung (The chronic lung disease or pneumoconiosis found in coal miners.)	62
Byssinosis (Pneumoconiosis of cotton, flax and hemp workers.)	63
Silicosis (Pneumoconiosis resulting from inhalation of Silica [Quartz] dust.)	64
Respiratory Disorders (Gasses, fumes, chemicals, etc.)	65
Poisoning (Chemical, other than metals, man made or organic)	66
Poisoning (metals, man made)	67
Dermatitis (Rash, skin or tissue inflammation including boils, etc. Generally resulting from direct contact with irritants or sensitizing chemicals such as drugs, oils, biologic agents, plants, woods or metals which may be in the form of solids, pastes)	68
Mental Disorder (A clinically significant behavioral or psychological syndrome or pattern typically associated with either a distressing symptom or impairment of function i.e., acute anxiety, neurosis, stress, non-toxic depression.)	69
Radiation (All forms of damage to tissue, bones or body fluids produced by exposure to radiation.)	70
All other occupational disease injury, NOC	71
Loss of Hearing	72
Contagious Disease	73
Cancer	74
AIDS	75
VDT - Related Diseases (Video display terminal diseases other than Carpal Tunnel Syndrome)	76
Mental Stress	77
Carpal Tunnel Syndrome (Soreness, tenderness and weakness of the muscles of the thumb caused by pressure on the median nerve at the point at which it goes through the carpal tunnel of the wrist.)	78
Hepatitis C	79
All other cumulative injury, NOC	80
III. Multiple Injuries	
Multiple Physical Injuries Only	90
Multiple Injuries including both physical and physiological	91

NCCI Codes Cause of Injury	Code
I. Burn or Scald, Heat or Cold Exposures Contact with:	
Chemicals	01
Hot Objects or Substances	02
Temperature Extremes	03
Fire or Flame	04
Steam or Hot Fluids	05
Dust, Gasses, Fumes or Vapors	06
Welding Operation	07
Radiation	08
Contact with, NOC	09
Cold Objects or Substances	11
Abnormal Air Pressure	14
Electrical Current	84
II. Caught in, under or between:	
Machine or Machinery	10
Object Handled	12
Caught in, under or between, NOC	13
Collapsing Materials, either man made or natural (i.e., slides of earth)	20
III. Cut, Puncture, Scrape, Injured by:	
Broken Glass	15
Hand tool, utensil; not powered	16
Object being lifted or handled	17
Powered hand tool, appliance	18
Caught, puncture, scrape, NOC	19
IV. Fall, Slip or Trip Injury	
From different level elevation (off wall, catwalk, bridge, etc.)	25
From ladder or scaffolding	26
From liquid or grease spills	27
Into openings (shafts, excavations, floor openings, etc.)	28
On same level	29
Slipped, do not fall	30
Fall, Slip or Trip, NOC	31
On ice or snow	32
On Stairs	33
V. Motor Vehicle	
Crash of water vehicle	40
Crash of rail vehicle	41
Collision or sideswipe with another vehicle (both vehicles in motion)	45

Collision with a fixed object (standing vehicle or stationary object)	46
Crash of Airplane	47
Vehicle Upset (overturned or jackknifed)	48
Motor vehicle, NOC	50
VI. Strain or Injury by	
Continual noise	52
Twisting	53
Jumping	54
Holding or carrying	55
Lifting	56
Pushing or pulling	57
Reaching	58
Using tool or machinery	59
Strain or injury by, NOC	60
Wielding or throwing	61
Repetitive motion (Carpel Tunnel Syndrome)	97
VII. Striking Against or Stepping On	
Moving part of machine	65
Object being lifted or handled	66
Sanding, scraping, cleaning operation	67
Stationary object	68
Stepping on sharp object	69
Striking against or stepping on, NOC	70
VIII. Struck or Injured by (includes kicked, stabbed, bit, etc.)	
Fellow worker; patient (not in act of a crime)	74
Falling or flying object	75
Hand tool or machine in use	76
Motor vehicle	77
Moving parts of machine	78
Object being lifted or handled	79
Object handled by others	80
Struck or injured, NOC (includes kicked, stabbed, bit, etc.)	81
Animal or insect	85
Explosion or flare back	86
IX. Rubbed or Abraded By	
Repetitive motion (callous, blister, etc.)	94
Rubbed or abraded, NOC	95
X. Miscellaneous Causes	
Absorption, Ingestion or Inhalation, NOC	82
Foreign Matter (body) in eyes	87
Natural Disasters	88
Person in act of a crime (robbery or criminal assault)	89

Other than physical cause of injury	90
Mold	91
Terrorism	96
Cumulative, NOC (all other)	98
Other - miscellaneous, NOC	99

Transaction Matrix						
Field Name	Data Type	Size	If Required (R), Required if applicable (RA), Optional (O) or Not Applicable (NA)			Comments
Transaction Record (020):						
Type of Record	Numeric	3	R	R	R	TRANSACTION RECORD = 020
TPA Claim Number	Alpha	15	R	R	R	The Claim number issued by the TPA
Sequence Number	Numeric	3	R	R	R	Sequence number, if more than one record for a claim
Transaction Date	Numeric	8	R	R	R	Date transaction was done by TPA
Payee Id	Numeric	2	NA	NA	R	- See NYSIF Codes
Policy Number	Numeric	8	R	R	R	In case there is more than one policy number
Claim Status	Numeric	1	R	R	R	- See NYSIF Codes
Transaction Code	Numeric	3	40	41	42	Transaction Payment Codes: 40=CA (Claim Adjustment=Claim Expense), 41=Med, 42=Comp
Pay Code	Alpha	3	NA	NA	R	- See NYSIF Codes
Credit Flag	Alpha	2	RA	RA	RA	- See Trans Decode (for any credit transactions 40, 41, or 42)
Type of Payment (Bill Class)	Numeric	1	R	R	NA	- See Trans Decode (For Transaction Code 40, send hardcoded value of 9)
Payment Description (Bill Analysis Code)	Numeric	2	R	R	NA	- See Trans Decode (40 must be > 9, 41 must be < 10)
Supplemental Comp	Numeric	1	NA	NA	R	Indicator if the payment being made is a supplemental payment (0 = no supp, 1 = supp)
Payment Amount Sign	Alpha	1	R	R	R	- See Trans Decode
Payment Amount	Numeric	9.2	R	R	R	Amount of Draft
Aggregate Payment Amount Sign	Alpha	1	O	O	O	- See Trans Decode
Aggregate Payment Amount	Numeric	9.2	O	O	O	Total of all payments including this payment
Degree of Disability used for Reserve	Alpha	3	R	R	R	- See NYSIF Codes [Under Record Type 20]
Start Date	Numeric	8	NA	NA	R	Start date of comp disability payment (See Note 3)
End Date	Numeric	8	NA	NA	R	End date of comp disability payment (See Note 3)
Number of Weeks Sign	Alpha	1	NA	NA	RA	- See Trans Decode and Note 3
Number of Weeks	Numeric	8.4	NA	NA	RA	Number of weeks for comp disability payment (See Note 3)
Weekly Rate	Numeric	6.2	NA	NA	RA	Weekly rate for comp disability payment (See Note 3)
Begin Date of service for Med	Numeric	8	NA	R	NA	Begin Date of service for medical payment
End Date of service for Med	Numeric	8	NA	R	NA	End Date of service for medical payment
Check Number	Numeric	8	R	R	R	TPA's check number
Date of Check	Numeric	8	R	R	R	Date of check
Authorization Code	Alpha	1	RA	RA	NA	TPA authorization code if one is available
Authorization Number	Numeric	9	RA	RA	NA	TPA authorization number if one is available
Bill Number	Numeric	8	RA	RA	NA	Reference number from provider
Payee Name	Alpha	15	R	R	R	Name of the person being paid
Filler		669				
Total Size:		850				
Notes:						
1. Decimal position is assumed. For e.g.: If size is 4.2, then 1200.75 would appear as 120075.						
2. Column D, E & F:						
R = Required.						
RA = Required if Applicable						
O = Optional. Default is zeroes for numeric, spaces for alpha.						
NA= Not Applicable.						
3. For Transaction Code 42 , if Pay Code = TPD, TTD, PPD, PTD, DBF or SSO, the following are Required fields:						
Start Date						
End Date						
Number of Weeks Sign						
Number of Weeks						
Weekly Rate						
4. All numeric fields should be zero filled						

B) Weekly CMS process

Naming convention: <ccymmdd>_CMS_<VendorName>.txt

Description: Used to update NYSIF tables to generate the required CMS file. This file is cumulative, with all claims needing to be reported to the CMS office

Notes: File needs to be sent as a text file, with fields in specific positions

Layout:

Field #	Field Name	Required	Extract Positions	Format	Size	Comments	CMS File Layout Field #	TPA Required Data for Mandatory Reporting
1	Section 111 Reporter ID	R	1-9	numeric	9	CMS: TIN Reference Detail Record	T2	Yes
2	UCN	R	10-39	a/n	30	Unique Control Number for TPA	A2/C2	
3	Injured Party HICN	S	40-51	a/n	12	Cannot be reported as an H0 or HO	A3/C4	Yes
4	Injured Party SSN	S	52-60	numeric	9		A4/C5	Yes
5	Injured Party Last Name	R	61-100	alpha	40		A5/C6	Yes
6	Injured Party First Name	R	101-130	alpha	30		A6/C7	Yes
7	Injured Party Gender	R	131-131	numeric	1		C9	Yes
8	Indured Party DOB	R	132-139	date	8		C10	Yes
9	Injured Party Middle Initial	No	140-140	alpha	1		C8	Yes
10	CMS date of loss (DOI)	R	141-148	date	8	CMS date of Incident (DOI)	C12	Yes
11	Industry Date of Incident (DOI)		149-156	date	8	Same as (DOI)	C13	Yes
12	Alleged Cause of Injury, Incident or illness	S	157-161	a/n	5	ICD-9-CM (International Classification of Diseases, Ninth Revision, Clinical Modification) External Cause of Injury Code describing the alleged cause of injury/illness. See the NGHP User Guide Technical Information Chapter (Section 6.2.5) for complete information. ICD-9 must begin with the letter "E." Must NOT be on the list of Excluded ICD-9 Diagnosis Codes found in Appendix I. Optional.	C15	Yes if exist.
13	State of Venue	R	162-163	alpha	2	Hard coded value "NY"	C17	Yes

14	ICD-9-10 DIAGNOSIS CODE 1	R	164-168	a/n	5	ICD-9-CM (International Classification of Diseases, Ninth Revision, Clinical Modification) Diagnosis Code describing the alleged injury/illness. 1 invalid code rejects entire claim record. Left justify, include leading zeroes. Do not include decimal point. Must exactly match a code on the list of valid ICD-9 diagnosis codes posted under the Reference Materials menu option on the Section 111 COBSW at http://www.section111.cms.hhs.gov . See the NGHP User Guide Technical Information Chapter (Section 6.2.5) for complete information. ICD-9 cannot begin with the letter "E" and cannot begin with the letter "V." Must NOT be on the list of Excluded ICD-9 Diagnosis Codes found in Appendix I. Required.	C19	Yes
15	ICD-9-10 DIAGNOSIS CODE 2	S	169-173	a/n	5	See explanation for Field 14. May include additional, valid ICD Diagnosis Code as specified in the requirements for Field 14. Required when multiple body parts are affected. Provide if available/applicable. 1 invalid code rejects entire claim record.	C21	Yes
16	ICD-9 DIAGNOSIS CODE 3	S	174-178	a/n	5	See explanation for Field 14. May include additional, valid ICD Diagnosis Code as specified in the requirements for Field 14. Required when 3 or more body parts are affected. Provide if available/applicable. 1 invalid code rejects entire claim record.	C23	Yes
17	ICD-9-10 DIAGNOSIS CODE 4	S	179-183	a/n	5	See explanation for Field 14. May include additional, valid ICD Diagnosis Code as specified in the requirements for Field 14. Required when 4 or more body parts are affected. Provide if available/applicable. 1 invalid code rejects entire claim record.	C25	Yes
18	ICD-9-10 DIAGNOSIS CODE 5	S	184-188	a/n	5	See explanation for Field 14. May include additional, valid ICD Diagnosis Code as specified in the requirements for Field 14. Required when 5 or more body parts are affected. Provide if available/applicable. 1 invalid code rejects entire claim record.	C27	Yes

19	ICD-9-10 DIAGNOSIS CODE 6	S	189-193	a/n	5	See explanation for Field 14. Provide if available/applicable. 1 invalid code rejects entire claim record.	C29	Yes
20	ICD-9-10 DIAGNOSIS CODE 7	S	194-198	a/n	5	See explanation for Field 14. Provide if available/applicable. 1 invalid code rejects entire claim record.	C31	Yes
21	ICD-9-10 DIAGNOSIS CODE 8	S	199-203	a/n	5	See explanation for Field 14. Provide if available/applicable. 1 invalid code rejects entire claim record.	C33	Yes
22	ICD-9-10 DIAGNOSIS CODE 9	S	204-208	a/n	5	See explanation for Field 14. Provide if available/applicable. 1 invalid code rejects entire claim record.	C35	Yes
23	ICD-9-10 DIAGNOSIS CODE 10	S	209-213	a/n	5	See explanation for Field 14. Provide if available/applicable. 1 invalid code rejects entire claim record.	C37	Yes
24	ICD-9-10 DIAGNOSIS CODE 11	S	214-218	a/n	5	See explanation for Field 14. Provide if available/applicable. 1 invalid code rejects entire claim record.	C39	Yes
25	ICD-9-10 DIAGNOSIS CODE 12	S	219-223	a/n	5	See explanation for Field 14. Provide if available/applicable. 1 invalid code rejects entire claim record.	C41	Yes
26	ICD-9-10 DIAGNOSIS CODE 13	S	224-228	a/n	5	See explanation for Field 14. Provide if available/applicable. 1 invalid code rejects entire claim record.	C43	Yes
27	ICD-9-10 DIAGNOSIS CODE 14	S	229-233	a/n	5	See explanation for Field 14. Provide if available/applicable. 1 invalid code rejects entire claim record.	C45	Yes
28	ICD-9-10 DIAGNOSIS CODE 15	S	234-238	a/n	5	See explanation for Field 14. Provide if available/applicable. 1 invalid code rejects entire claim record.	C47	Yes
29	ICD-9-10 DIAGNOSIS CODE 16	S	239-243	a/n	5	See explanation for Field 14. Provide if available/applicable. 1 invalid code rejects entire claim record.	C49	Yes
30	ICD-9-10 DIAGNOSIS CODE 17	S	244-248	a/n	5	See explanation for Field 14. Provide if available/applicable. 1 invalid code rejects entire claim record.	C51	Yes
31	ICD-9-10 DIAGNOSIS CODE 18	S	249-253	a/n	5	See explanation for Field 14. Provide if available/applicable.1 invalid code rejects entire claim record.	C53	Yes
32	ICD-9-10 DIAGNOSIS CODE 19	S	254-258	a/n	5	See explanation for Field 14. Provide if available/applicable. 1 invalid code rejects entire claim record.	C55	Yes
33	Decription of Illness/Injury	S	259-308	a/n	50		C57	
34	Product Liability Indicator	R	309-309	a/n	1		C58	
35	Product Generic Name	S	310-349	a/n	40		C59	
36	Product Brand Name	S	350-389	a/n	40		C60	

37	Product Manufacturer	S	390-429	a/n	40		C61	
38	Product Alleged Harm	S	430-629	a/n	200		C62	
39	Self-Insured Indicator	S	630-630	a/n	1	Hard coded "N".	C64	Yes
40	Self-insured Type	S	631-631	a/n	1		C65	
41	Policyholder Last Name	S	632-671	alpha	40		C66	
42	Policyholder First Name	S	672-701	alpha	30		C67	
43	DBA Name	S	702-771	a/n	70		C68	
44	Legal Name	S	772-841	a/n	70		C69	
45	Plan Insurance Type	R	842-842	a/n	1	"E" (Workers' Comp)	C71	Yes
46	TIN	R	843-851	numeric	9		T3/C72	Yes
47	Office/Site ID	R	852-860	a/n	9		T4/C73	Yes
48	TIN/Office Code Mailing Name	R	861-930	a/n	70		T5	
49	TIN/Office Code Mailing Add 1	R	931-980	a/n	50		T6	
50	TIN/Office Code Mailing Add 2		981-1030	a/n	50		T7	
51	TIN/Office Code City	R	1031-1060	a/n	30		T8	
52	TIN/Office State	R	1061-1062	a/n	2		T9	
53	TIN/Office Code Zip	R	1063-1067	numeric	5		T10	
54	TIN/Office Code Zip+4	No	1068-1071	numeric	4		T11	
55	Policy Number	R	1072-1101	a/n	30		C74	Yes
56	Claim Number	R	1102-1131	a/n	30		C75	Yes
57	Plan Contact Department Name	R	1132-1201	a/n	70	Hard coded TPA Contact Info	C76	Yes
58	Plan Contact Last Name	R	1202-1241	a/n	40	Hard coded TPA Contact Info	C77	Yes
59	Plan Contact First Name	R	1242-1271	a/n	30	Hard coded TPA Contact Info	C78	Yes
60	Plan Contact Phone	R	1272-1281	numeric	10	Hard coded TPA Contact Info	C79	Yes
61	Plan Contact Phone Extension	No	1282-1286	a/n	5	Optional.	C80	

62	No-Fault Insurance Limit	S	1287-1297	numeric	11		C81	
63	Exhaust Date for Dollar Limit for No-Fault Insurance	S	1298-1305	date	8	Fill with zeroes	C82	
64	Injured Party Representative Indicator	S	1306-1306	a/n	1	Valid values are "A" or Space. Enter "A" if clt has an attorney and data is available for Fields 65, 66, 67, 68, 69, 71, 72, 73, and 75 otherwise leave blank. Field 67- Required if Attorney is associated with or a member of a firm.	C84	Yes if value "A"
65	Representative Last Name	S	1307-1346	a/n	40	Injured Party rep. Need first/last name OR firm name OR spaces .	C85	Yes if exist
66	Representative First Name	S	1347-1376	a/n	30	Need first/last name OR firm name OR spaces .	C86	Yes if exist
67	Representative Firm	S	1377-1446	a/n	70	Value "A". Required if Attorney/rep. Need first/last name OR firm name. Prefer all 3.	C87	Yes if value "A"
68	Representative TIN	S	1447-1455	numeric	9	Optional if Attorney/representative.	C88	Yes if exist
69	Representative Mailing Address 1	S	1456-1505	a/n	50	Value "A". Required if Attorney/representative. If extraneous info (apt, fl, etc) exists, put separate on Address Line 1	C89	Yes if value "A"
70	Representative Mailing Address 2	No	1506-1555	a/n	50	Value "A". If extraneous info exists, put number/street address on Address Line 2, else number/street address on Address Line 1 and Address Line 2 is blank.	C90	Yes if value "A"
71	Representative City	S	1556-1585	a/n	30	Value "A". Required if Attorney/representative	C91	Yes if value "A"
72	Representative State	S	1586-1587	a/n	2	Value "A". Required if Attorney/representative	C92	Yes if value "A"
73	Representative Mail Zip Code	S	1588-1592	numeric	5	Value "A". Required if Attorney/representative	C93	Yes if value "A"
74	Representative Mail Zip+4	No	1593-1596	numeric	4	Value "A". Provide if exist.	C94	Yes if exist
75	Representative Phone	S	1597-1606	numeric	10	Value "A". Required if Attorney/representative	C95	Yes if value "A"
76	Representative Phone Extension		1607-1611	a/n	5	Must be numeric, left-justified and any unused bytes filled with spaces. Optional. If Value "A", provide if exist.	C96	Yes if exist
77	ORM Indicator		1612-1612	a/n	1		C98	Yes
78	ORM Termination date		1613-1620	date	8	See rules for ORM termination date and ORM term date is on or before 1/1/2010. ORM termination date should be > 20100101.	C99	Yes
79	TPOC 1 Date		1621-1628	date	8	Initial date that total payment obligation for Claimant was established.	C100	Yes

						TPOC date should be > 20100101.		
80	TPOC 1 Amount		1629-1639	numeric	11	If non-zero, TPOC Date 1 must be non-zero. Money amount, no commas and period.	C101	Yes
81	Funding Delayed beyond TPOC 1 Start Date		1640-1647	date	8	If delayed, actual or estimated date funding to start.	C102	
82	TPOC 2 Date		1648-1655	date	8	If non-zero, TPOC Amount 1 must be non-zero.		
83	TPOC 2 Amount		1656-1666	numeric	11	If non-zero, TPOC Date 1 must be non-zero.		
84	Funding Delayed beyond TPOC 2 Start Date		1667-1674	date	8	If delayed again, actual or estimated date funding to start		
85	TPOC 3 Date		1675-1682	date	8	If non-zero, TPOC Amount 1 must be non-zero.		
86	TPOC 3 Amount		1683-1693	numeric	11	If non-zero, TPOC Date 1 must be non-zero.		
87	Funding Delayed beyond TPOC 3 Start Date		1694-1701	date	8	If delayed again, actual or estimated date funding to start		
88	TPOC 4 Date		1702-1709	date	8	If non-zero, TPOC Amount 1 must be non-zero.		
89	TPOC 4 Amount		1710-1720	numeric	11	If non-zero, TPOC Date 1 must be non-zero.		
90	Funding Delayed beyond TPOC 4 Start Date		1721-1728	date	8	If delayed again, actual or estimated date funding to start		
91	TPOC 5 Date		1729-1736	date	8	If non-zero, TPOC Amount 1 must be non-zero.		
92	TPOC 5 Amount		1737-1747	numeric	11	If non-zero, TPOC Date 1 must be non-zero.		
93	Funding Delayed beyond TPOC 5 Start Date		1748-1755	date	8	If delayed again, actual or estimated date funding to start		
94	C1 Relationship		1756-1756	a/n	1		C104	
95	C1 TIN		1757-1765	numeric	9	Claimant info, only used if claimant is NOT injured party.	C105	
96	C1 Last Name		1766-1805	alpha	40		C106	
97	C1 First Name		1806-1835	alpha	30		C107	
98	C1 Middle Initial		1836-1836	alpha	1		C108	
99	C1 Mail Address 1		1837-1886	a/n	50	If extraneous info (apt, fl, etc) exists, put separate on Address Line 1	C109	
100	C1 Mail Address 2		1887-1936	a/n	50	If extraneous info exists, put number/street address on Address Line 2, else number/street address on Address Line 1 and Address Line 2	C110	

						is blank.		
101	C1 Mail City		1937-1966	alpha	30		C111	
102	C1 Mail State		1967-1968	alpha	2		C112	
103	C1-Mail Zip		1969-1973	numeric	5		C113	
104	C1 Mail Zip+4		1974-1977	numeric	4		C114	
105	C1 Phone		1978-1987	numeric	10		C115	
106	C1 Phone Extension		1988-1992	numeric	5	Must be numeric, left-justified and any unused bytes filled with spaces.	C116	
107	C1 Representative Indicator		1993-1993	a/n	1	Claimant representative, only used if claimant is NOT injured party. Eg. Beneficiary's estate	C118	
108	C1 Representative Last Name		1994-2033	alpha	40	If C1 Rep Indicator, need first/last name OR firm name. Prefer all 3.	C119	
109	C1 Representative First Name		2034-2063	alpha	30	If C1 Rep Indicator, need first/last name OR firm name. Prefer all 3.	C120	
110	C1 Representative Firm Name		2064-2133	a/n	70	If C1 Rep Indicator, need first/last name OR firm name. Prefer all 3.	C121	
111	C1 Representative TIN		2134-2142	numeric	9	If C1 Rep Indicator, Optional. Otherwise spaces/zeros.	C122	
112	C1 Representative Mailing Add 1		2143-2192	a/n	50	If extraneous info (apt, fl, etc) exists, put separate on Address Line 1	C123	
113	C1 Representative Mailing Add 2		2193-2242	a/n	50	If extraneous info exists, put number/street address on Address Line 2, else number/street address on Address Line 1 and Address Line 2 is blank.	C124	
114	C1 Representative City		2243-2272	alpha	30		C125	
115	C1 Representative State		2273-2274	alpha	2		C126	
116	C1 Representative Zip		2275-2279	numeric	5		C127	
117	C1 Representative Zip+4		2280-2283	numeric	4		C128	
118	C1 Representative Phone		2284-2293	numeric	10		C129	
119	C1 Representative Phone Extension		2294-2298	numeric	5	Must be numeric, left-justified and any unused bytes filled with spaces.	C130	
120	C2 Relationship		2299-2299	a/n	1	Claim Input File Auxiliary Record	A7	

121	C2 TIN		2300-2308	numeric	9	Claimant 2 info, only used if there is more than 1 claimant listed.	A8	
122	C2 Last Name		2309-2348	alpha	40		A9	
123	C2 First Name		2349-2378	alpha	30		A10	
124	C2 Middle Initial		2379-2379	alpha	1		A11	
125	C2 Mail Address 1		2380-2429	a/n	50	If extraneous info (apt, fl, etc) exists, put separate on Address Line 1	A12	
126	C2 Mail Address 2		2430-2479	a/n	50	If extraneous info exists, put number/street address on Address Line 2, else number/street address on Address Line 1 and Address Line 2 is blank.	A13	
127	C2 Mail City		2480-2509	alpha	30		A14	
128	C2 Mail State		2510-2511	alpha	2		A15	
129	C2-Mail Zip		2512-2516	numeric	5		A16	
130	C2 Mail Zip+4		2517-2520	numeric	4		A17	
131	C2 Phone		2521-2530	numeric	10		A18	
132	C2 Phone Extension		2531-2535	numeric	5	Must be numeric, left-justified and any unused bytes filled with spaces.	A19	
133	C2 Representative Indicator		2536-2536	a/n	1	Claimant 2 representative, only used if claimant 2 is represented.	A21	
134	C2 Representative Last Name		2537-2576	alpha	40	If C2 Rep Indicator, need first/last name OR firm name. Prefer all 3.	A22	
135	C2 Representative First Name		2577-2606	alpha	30	If C2 Rep Indicator, need first/last name OR firm name. Prefer all 3.	A23	
136	C2 Representative Firm Name		2607-2676	a/n	70	If C2 Rep Indicator, need first/last name OR firm name. Prefer all 3.	A24	
137	C2 Representative TIN		2677-2685	numeric	9	If C2 Rep Indicator, Optional. Otherwise spaces/zeros.	A25	
138	C2 Representative Mailing Add 1		2686-2735	a/n	50	If extraneous info (apt, fl, etc) exists, put separate on Address Line 1	A26	
139	C2 Representative Mailing Add 2		2736-2785	a/n	50	If extraneous info exists, put number/street address on Address Line 2, else number/street address on Address Line 1 and Address Line 2 is blank.	A27	
140	C2 Representative City		2786-2815	alpha	30		A28	

141	C2 Representative State		2816-2817	alpha	2		A29	
142	C2 Representative Zip		2818-2822	numeric	5		A30	
143	C2 Representative Zip+4		2823-2826	numeric	4		A31	
144	C2 Representative Phone		2827-2836	numeric	10		A32	
145	C2 Representative Phone Extension		2837-2841	numeric	5	Must be numeric, left-justified and any unused bytes filled with spaces.	A33	
146	C3 Relationship		2842-2842	a/n	1		A35	
147	C3 TIN		2843-2851	numeric	9	Claimant 3 info, only used if there is more than 2 claimants listed.	A36	
148	C3 Last Name		2852-2891	alpha	40		A37	
149	C3 First Name		2892-2921	alpha	30		A38	
150	C3 Middle Initial		2922-2922	alpha	1		A39	
151	C3 Mail Address 1		2923-2972	a/n	50	If extraneous info (apt, fl, etc) exists, put separate on Address Line 1	A40	
152	C3 Mail Address 2		2973-3022	a/n	50	If extraneous info exists, put number/street address on Address Line 2, else number/street address on Address Line 1 and Address Line 2 is blank.	A41	
153	C3 Mail City		3023-3052	alpha	30		A42	
154	C3 Mail State		3053-3054	alpha	2		A43	
155	C3-Mail Zip		3055-3059	numeric	5		A44	
156	C3 Mail Zip+4		3060-3063	numeric	4		A45	
157	C3 Phone		3064-3073	numeric	10		A46	
158	C3 Phone Extension		3074-3078	numeric	5	Must be numeric, left-justified and any unused bytes filled with spaces.	A47	
159	C3 Representative Indicator		3079-3079	a/n	1	Claimant 3 representative, only used if claimant 3 is represented.	A49	
160	C3 Representative Last Name		3080-3119	alpha	40	If C3 Rep Indicator, need first/last name OR firm name. Prefer all 3.	A50	
161	C3 Representative First Name		3120-3149	alpha	30	If C3 Rep Indicator, need first/last name OR firm name. Prefer all 3.	A51	

162	C3 Representative Firm Name		3150-3219	a/n	70	If C3 Rep Indicator, need first/last name OR firm name. Prefer all 3.	A52	
163	C3 Representative TIN		3220-3228	numeric	9	If C3 Rep Indicator, Optional. Otherwise spaces/zeroes.	A53	
164	C3 Representative Mailing Add 1		3229-3278	a/n	50	If extraneous info (apt, fl, etc) exists, put separate on Address Line 1	A54	
165	C3 Representative Mailing Add 2		3279-3328	a/n	50	If extraneous info exists, put number/street address on Address Line 2, else number/street address on Address Line 1 and Address Line 2 is blank.	A55	
166	C3 Representative City		3329-3358	alpha	30		A56	
167	C3 Representative State		3359-3360	alpha	2		A57	
168	C3 Representative Zip		3361-3365	numeric	5		A58	
169	C3 Representative Zip+4		3366-3369	numeric	4		A59	
170	C3 Representative Phone		3370-3379	numeric	10		A60	
171	C3 Representative Phone Extension		3380-3384	numeric	5	Must be numeric, left-justified and any unused bytes filled with spaces.	A61	
172	C4 Relationship		3385-3385	a/n	1		A63	
173	C4 TIN		3386-3394	numeric	9	Claimant 4 info, only used if there is more than 3 claimants listed.	A64	
174	C4 Last Name		3395-3434	alpha	40		A65	
175	C4 First Name		3435-3464	alpha	30		A66	
176	C4 Middle Initial		3465-3465	alpha	1		A67	
177	C4 Mail Address 1		3466-3515	a/n	50	If extraneous info (apt, fl, etc) exists, put separate on Address Line 1	A68	
178	C4 Mail Address 2		3516-3565	a/n	50	If extraneous info exists, put number/street address on Address Line 2, else number/street address on Address Line 1 and Address Line 2 is blank.	A69	
179	C4 Mail City		3566-3595	alpha	30		A70	
180	C4 Mail State		3596-3597	alpha	2		A71	
181	C4-Mail Zip		3598-3602	numeric	5		A72	

182	C4 Mail Zip+4		3603-3606	numeric	4		A73	
183	C4 Phone		3607-3616	numeric	10		A74	
184	C4 Phone Extension		3617-3621	numeric	5	Must be numeric, left-justified and any unused bytes filled with spaces.	A75	
185	C4 Representative Indicator		3622-3622	a/n	1	Claimant 4 representative, only used if claimant 4 is represented.	A77	
186	C4 Representative Last Name		3623-3662	alpha	40	If C4 Rep Indicator, need first/last name OR firm name. Prefer all 3.	A78	
187	C4 Representative First Name		3663-3692	alpha	30	If C4 Rep Indicator, need first/last name OR firm name. Prefer all 3.	A79	
188	C4 Representative Firm Name		3693-3792	a/n	70	If C4 Rep Indicator, need first/last name OR firm name. Prefer all 3.	A80	
189	C4 Representative TIN		3763-3771	numeric	9	If C4 Rep Indicator, Optional. Otherwise spaces/zeros.	A81	
190	C4 Representative Mailing Add 1		3772-3821	a/n	50	If extraneous info (apt, fl, etc) exists, put separate on Address Line 1	A82	
191	C4 Representative Mailing Add 2		3822-3871	a/n	50	If extraneous info exists, put number/street address on Address Line 2, else number/street address on Address Line 1 and Address Line 2 is blank.	A83	
192	C4 Representative City		3872-3901	alpha	30		A84	
193	C4 Representative State		3902-3903	alpha	2		A85	
194	C4 Representative Zip		3904-3908	numeric	5		A86	
195	C4 Representative Zip+4		3909-3912	numeric	4		A87	
196	C4 Representative Phone		3913-3922	numeric	10		A88	
197	C4 Representative Phone Extension		3923-3927	numeric	5	Must be numeric, left-justified and any unused bytes filled with spaces.	A89	
198	Filler		3928-3940	a/n	13			
199	Input Action Type		3941-3941	numeric	1		C3	
200	Filler		3942-4042	a/n	101			
201	Claimant 1 Entity/Organization Name		4043-4113	alpha	71			
202	Claimant 2 Entity/Organization Name		4114-4184	alpha	71			
203	Claimant 3 Entity/Organization Name		4185-4255	alpha	71			
204	Claimant 4		4256-4326	alpha	71			

	Entity/Organization Name							
205	C7 filed date		4327-4334	date	8	tied into CMS query, only report W/E to CMS.		Yes
206	C7 Status		4335-4335	alpha	1	Key: Space/blank = Active C7, D = Disallowed, N = Not Adjudicated, A = Appealed, W = Withdrawn, E = Established.		Yes
207	SSDB Flag		4336-4336	alpha	1	(Y/N/U) Yes, No, or Unknown		
208	SSDB Effective Date		4337-4344	date	8			
209	Section 25-a Effective Date		4345-4352	date	8			Yes
210	Section 25-1f Discharge Date		4353-4360	date	8			Yes
211	Death Date		4361-4368	date	8			Yes
212	Third Party Case Settlement Date		4369-4376	date	8			Yes
213	Third Party Case Settlement Amount		4377-4385	numeric	9			Yes
214	Burns Case Indicator		4386-4386	alpha	1	(Y/N)		
215	Section 32 Settlement Date		4387-4394	date	8			Yes
216	Section 32 Settlement Amount		4395-4403	numeric	9			Yes
217	Section 32 with Medical Payments Continuing		4404-4404	alpha	1	(Y/N) – required if given date		Yes
218	Fraud Effective Date		4405-4412	date	8			Yes
219	Medical payments suspended		4413-4413	alpha	1	(Y/N) – required, If Y then = ORM Termination Date.		
220	Medicare Eligible Status	R	4414-4414	alpha	1	(Y/N/U) - required Yes, No, or Unknown		
221	Medicare Effective Date		4415-4422	date	8			
222	CMS Claimant Name	R	4423-4429	alpha	7	(1st 6 chars of Last Name + 1st char of First Name) – required		
223	MSP Effective Date		4430-4437	date	8	optional.		
224	MSP Termination Date		4438-4445	date	8	optional.		

225	2 nd Alleged Cause of Injury, Incident or illness		4446-4450	alpha	5	required if available.		
226	ICD-10 Alleged Cause of Injury, Incident, or Illness	S	4451-4457	a/n	7	ICD-10-CM (International Classification of Diseases, Tenth Revision, Clinical Modification) External Cause of Injury Code describing the alleged cause of injury/illness. See the NGHP User Guide Technical Information Chapter (Section 6.2.5) for complete information. ICD-10 must begin with "V," "W," "X," or "Y." Must NOT be on the list of Excluded ICD-10 Diagnosis Codes found in Appendix I. Optional.	C15	Yes if exist.
227	ICD-10 Diagnosis Code 1	R	4458-4464	a/n	7	ICD-10-CM (International Classification of Diseases, Tenth Revision, Clinical Modification) Diagnosis Code describing the alleged injury/illness. 1 invalid code rejects entire claim record. Left justify, include leading zeroes. Do not include decimal point. Must exactly match a code on the list of valid ICD-10 diagnosis codes posted under the Reference Materials menu option on the Section 111 COBSW at http://www.section111.cms.hhs.gov . See the NGHP User Guide Technical Information Chapter (Section 6.2.5) for complete information. ICD-10 cannot begin with the letter "V," "W," "X," or "Y." Must NOT be on the list of Excluded ICD-10 Diagnosis Codes found in Appendix I. Required.	C19	Yes
228	ICD-10 Diagnosis Code 2	S	4465-4471	a/n	7	See explanation for Field 227. May include additional, valid ICD Diagnosis Code as specified in the requirements for Field 227. Required when multiple body parts are affected. Provide if available/applicable. 1 invalid code rejects entire claim record.	C21	Yes
229	ICD-10 Diagnosis Code 3	S	4472-4478	a/n	7	See explanation for Field 227. May include additional, valid ICD Diagnosis Code as specified in the requirements for Field 227. Required when 3 or more body parts are affected. Provide if available/applicable. 1 invalid code rejects entire claim record.	C23	Yes

230	ICD-10 Diagnosis Code 4	S	4479-4485	a/n	7	See explanation for Field 227. May include additional, valid ICD Diagnosis Code as specified in the requirements for Field 227. Required when 4 or more body parts are affected. Provide if available/applicable. 1 invalid code rejects entire claim record.	C25	Yes
231	ICD-10 Diagnosis Code 5	S	4486-4492	a/n	7	See explanation for Field 227. May include additional, valid ICD Diagnosis Code as specified in the requirements for Field 227. Required when 5 or more body parts are affected. Provide if available/applicable. 1 invalid code rejects entire claim record.	C27	Yes
232	ICD-10 Diagnosis Code 6	S	4493-4499	a/n	7	See explanation for Field 227. Provide if available/applicable. 1 invalid code rejects entire claim record.	C29	Yes
233	ICD-10 Diagnosis Code 7	S	4500-4506	a/n	7	See explanation for Field 227. Provide if available/applicable. 1 invalid code rejects entire claim record.	C31	Yes
234	ICD-10 Diagnosis Code 8	S	4507-4513	a/n	7	See explanation for Field 227. Provide if available/applicable. 1 invalid code rejects entire claim record.	C33	Yes
235	ICD-10 Diagnosis Code 9	S	4514-4520	a/n	7	See explanation for Field 227. Provide if available/applicable. 1 invalid code rejects entire claim record.	C35	Yes
236	ICD-10 Diagnosis Code 10	S	4521-4527	a/n	7	See explanation for Field 227. Provide if available/applicable. 1 invalid code rejects entire claim record.	C37	Yes
237	ICD-10 Diagnosis Code 11	S	4528-4534	a/n	7	See explanation for Field 227. Provide if available/applicable. 1 invalid code rejects entire claim record.	C39	Yes
238	ICD-10 Diagnosis Code 12	S	4535-4541	a/n	7	See explanation for Field 227. Provide if available/applicable. 1 invalid code rejects entire claim record.	C41	Yes
239	ICD-10 Diagnosis Code 13	S	4542-4548	a/n	7	See explanation for Field 227. Provide if available/applicable. 1 invalid code rejects entire claim record.	C43	Yes
240	ICD-10 Diagnosis Code 14	S	4549-4555	a/n	7	See explanation for Field 227. Provide if available/applicable. 1 invalid code rejects entire claim record.	C45	Yes
241	ICD-10 Diagnosis Code 15	S	4556-4562	a/n	7	See explanation for Field 227. Provide if available/applicable. 1 invalid code rejects entire claim record.	C47	Yes
242	ICD-10 Diagnosis Code 16	S	4563-4569	a/n	7	See explanation for Field 227. Provide if available/applicable. 1 invalid code rejects entire claim record.	C49	Yes
243	ICD-10 Diagnosis Code 17	S	4570-4576	a/n	7	See explanation for Field 227. Provide if available/applicable. 1 invalid code rejects entire claim record.	C51	Yes

244	ICD-10 Diagnosis Code 18	S	4577-4583	a/n	7	See explanation for Field 227. Provide if available/applicable. 1 invalid code rejects entire claim record.	C53	Yes
245	ICD-10 Diagnosis Code 19	S	4584-4590	a/n	7	See explanation for Field 227. Provide if available/applicable. 1 invalid code rejects entire claim record.	C55	Yes

C) Monthly control file

Naming convention: <VendorName>_CONTROL_FILE_FOR<mm>-<ccyy>.xls

Description: Used to reconcile payment notification received from Vendor with what NYSIF has internally in our system

Notes: File needs to be sent as a tab delimited excel file

Layout:

Account number

Claimant Name

Location- claim

Site – claim

Accident Date

Status – claim

State – claim

Policy number

Claim number

Payment date

Pay code

Pay description

Transaction amount

Check number – payment

From date – payment

Thru date – payment

Vendor code – payment

Payee name

Claim – vendor payee address 1

Claim – vendor city

Claim – vendor state

Claim – vendor zip code

Entry date – payment

Claim – vendor IRS number

Sequence number

D) NCCI file

Naming convention: <VendorName>_<YYYY>_<MonthAbbreviation>_<Date Sent MMDDYYYY>.txt

Description: NCCI file

Notes: File needs to be sent as a tab delimited excel file

Layout:

NCCI Medical Layout

Detail Record Layout

Field No.	Field Title/Description	Data Type	Position	Length	Corresponds to NCCI Data Element**
1	Carrier Code*	Numeric	1-5	5	Yes
2	Policy Number Identifier	Alphanumeric	6-23	18	Yes
3	Policy Effective Date	Numeric	24-31	8	Yes
4	Claim Number Identifier*	Alphanumeric	32-43	12	Yes
5	Transaction Code	Numeric	44-45	2	Yes
6	Jurisdiction State Code	Numeric	46-47	2	Yes
7	Claimant Gender Code	Alphanumeric	48-48	1	Yes
8	Birth Year	Numeric	49-52	4	Yes
9	Accident Date	Numeric	53-60	8	Yes
10	Transaction Date	Numeric	61-68	8	Yes
11	Bill Identification Number*	Alphanumeric	69-98	30	Yes
12	Line Identification Number*	Alphanumeric	99-128	30	Yes
13	Service Date	Numeric	129-136	8	Yes
14	Service From Date	Numeric	137-144	8	Yes
15	Service To Date	Numeric	145-152	8	Yes
16	Paid Procedure Code	Alphanumeric	153-177	25	Yes
17a	First Paid Procedure Code Modifier	Alphanumeric	178-181	4	Yes
17b	Second Paid Procedure Code Modifier	Alphanumeric	182-185	4	Yes
18	Amount Charged By Provider	Numeric	186-196	11	Yes
19	Paid Amount	Numeric	197-207	11	Yes
20	Primary ICD9 Diagnostic Code	Alphanumeric	208-221	14	Yes
21	Secondary ICD9 Diagnostic Code	Alphanumeric	222-235	14	Yes
22	Provider Taxonomy Code	Alphanumeric	236-255	20	Yes
23	Provider Identification Number	Alphanumeric	256-270	15	Yes
24	Provider Postal (ZIP) Code	Alphanumeric	271-273	3	Yes
25	Network Service Code	Alphanumeric	274-274	1	Yes
26	Quantity/Number of Units per Procedure Code	Numeric	275-281	7	Yes
27	Place of Service Code	Alphanumeric	282-289	8	Yes
28	Secondary Procedure Code	Alphanumeric	290-314	25	Yes
29	Reserved for Future Use	Alphanumeric	315-350	36	Yes
30	TPA Claim Number	Alphanumeric	351-365	15	

* This data element is considered a key field and must be reported the same as on the original record for all records related to a medical transaction (line). Refer to Key Fields in the NCCI Medical Data Call Guidebook Structure section (Part 3).

** See NCCI Medical Data Call Reporting Guidebook for specific data dictionary details related to how each data element should be populated as well as format. Refer to Place of service Crosswalk on ncci.com.

Control Record Layout

Field No.	Field Title/Description	Data Type	Position	Length	
	Date Time the Control record was loaded				
1	Record Type Report "SUBCTRLREC" One Submission Control Record is required for each submission.	Alpha	1-10	10	
2	Submission File Type Code Report the code that identifies the type of file being submitted. O=Original R=Replacement This field cannot be blank.	Alpha	11	1	
3	Carrier Group Code* Report the NCCI Carrier Group Code that corresponds to the Reporting Group for which the data provider has been certified to report on its behalf.	Numeric	12-16	5	NYSIF Carrier Group Code: 19941
4	Reporting Quarter Code* Report the code that corresponds to the quarter when the medical transactions being reported occurred. 1 = First Quarter 2 = Second Quarter 3 = Third Quarter 4 = Fourth Quarter Note for monthly submissions the same quarter code would be sent for all monthly transmissions in that quarter	Numeric	17	1	
5	Reporting Year* Report the year that corresponds to the year when the medical transactions being reported occurred. Format: YYYY	Numeric	18-21	4	

Field No.	Field Title/Description	Data Type	Position	Length	
6	Submission File Identifier* Report the unique identifier created by the data provider to distinguish the file being submitted from previously submitted files. Format: A/N 30, this field must be left justified and contain blanks in all spaces to the right of the last character if the Submission File Identifier is less than 30 bytes. It is the responsibility of the vendor to provide a unique value in this field. Any duplicate values will cause the file to be rejected.	Alphanumeric	22-51	30	
7	Submission Date** Report the date the file was generated. Format: YYYYMMDD	Numeric	52-59	8	
8	Submission Time** Report the time the file was generated in military time. Format: HHMMSS (HH = Hours, MM = Minutes, SS = Seconds)	Numeric	60-65	6	
9	Record Total Report the total number of records in the file, excluding the Submission Control Record. Note: Blank rows will be removed during processing and not counted. If blank rows are included in the Record Total, the file will appear out of balance and reject. This field must be right justified and left zero-filled	Numeric	66-76	11	
10	Filler - Reserved for future use	Alpha	77-350	274	

E) Daily process error file

Naming convention: <ccyymmdd>_<VendorName>.csv

Description: Any errors found from processing the input file from vendor results in an error report, which NYSIF will send every day.

Notes: File will be sent as a tab delimited excel file.

Layout:

Field Name	Data Type	Comments
Claim Number	Alpha	The Claim number issued by the TPA
Record Type	Numeric	Record type which contains the error, 001, 002, 003 or 020.
Original Value	Alpha	Contains the value of the field that contains the error
Error Message	Alpha	Description of error
Note:		
The Daily Error Return file is a comma delimited file. If there are no errors, it will contain only the header information.		

F) Weekly CMS process error file

Naming convention: <ccyymmdd>_<VendorName>_CMS_WEEKLY_ERROR.xls

Description: Any errors found from processing the input file from vendor results in an error report, which NYSIF will send every week. This report contains errors that were found during NYSIF's weekly CMS validation process.

Notes: File will be sent to TPA vendor as a tab delimited excel file.

Layout:

Field Name	Length	Type	Description
RECEIVE_DATE	8	Number	File date - Required Field
FILE_REC_NO	up to 38 digits	Number	Sequence # in Weekly Input file - Required Field
FIELD_NAME	30	Alphanumeric	Field name in CMS_CLAIM_tbl - weekly table
FIELD_NUMBER	up to 38 digits	Number	Field # in Weekly record layout - Required Field
FIELD_VALUE	1000	Alphanumeric	Field value in Weekly Input file
ERROR_CODE	4	Alphanumeric	Error code from CMS manual
ERROR_DESCRIPTION	1000	Alphanumeric	Error description from CMS manual
CLAIM_NUMBER	30	Alphanumeric	TPA Claim Number. Example 00890FJPMON131887.
CMS_QUERY_FIELD	1	Alphanumeric	Value 'Y' or 'N'. flag shows if claim passed monthly validation process or not.
CMS_CLAIM_INPUT_FIELD	1	Alphanumeric	Value 'Y' or 'N'. flag shows if claim passed quarterly validation process or not.

G) Monthly CMS query response file

Naming convention: CMS_<VendorName>_RESPONSE_REPORT_<ccyymmddhhmmss>.csv

Description: Any differences found in processing by CMS results in an error report, returned to NYSIF. NYSIF will forward this error report to TPA vendor once a month. This report contains differences that were found during the CMS monthly response validation process between CMS and vendor data provided to NYSIF.

Notes: File will be sent to TPA vendor, as comma delimited excel file.

Layout:

Field Name	Type	Length	Description
TPA_CLAIM_NUM	Alphanumeric	30	TPA Claim Number. Example 00890FJPMON131887.
CMS_HICN	Alphanumeric	12	Health Insurance Claim Number. Provides by CMS office.
TPA_HICN	Alphanumeric	12	Health Insurance Claim Number. Provides by TPA office.
CMS_LAST_NAME	Alphanumeric	6	First 6 characters of the Last name. Provides by CMS office.
TPA_LAST_NAME	Alphanumeric	6	name. Only first 6 characters of the Last name sends to CMS
CMS_FIRST_INITIAL	Alphanumeric	1	First Initial of the first name. Provided by CMS office.
TPA_FIRST_INITIAL	Alphanumeric	1	First Initial of the first name. TPA office provides full first name. Only first Initial of the first name sent to CMS office
CMS_DOB	Alphanumeric	8	CMS office Date of Birth.
TPA_DOB	Alphanumeric	8	TPA office Date of Birth.
CMS_GENDER	Alphanumeric	1	CMS office gender.
TPA_GENDER	Alphanumeric	1	TPA office gender.
CMS_MED_ELEG_STATUS	Alphanumeric	1	Value 'Y' or 'N'. 'Y' claim is eligible for MMS services.
TPA_MED_ELEG_STATUS	Alphanumeric	1	Value 'Y' or 'N'. 'Y' claim is eligible for MMS services.
PROCESS_DT	Alphanumeric	8	Date when Monthly Response file was processed.

H) Quarterly CMS claim response file

Naming convention:

CMS_<VendorName>_RESPONSE_REPORT_DISP_CODE_SP_51_50_<ccyyymmddhhmmss>.csv

Description: Any errors found from processing the CMS claim's response information results in an error report, which NYSIF will send every quarterly. This report contains differences and errors that were found during the CMS quarterly response validation process between DMS and vendor data.

Notes: File will be sent to TPA vendor as comma delimited excel file.

Layout:

Field	Type	Length	Description
NYSIF_CLM_NUM	Alphanumeric	15	NYSIF claim number. Example 66655533.
ACTION_TYPE	Alphanumeric	11	Value 0, 1, and 2. Add, delete, and update.
TPA_HICN	Alphanumeric	12	Health Insurance Claim Number. Provides by TPA office.
TPA_SSN	Alphanumeric	9	SSN provides by TPA office. Contain only numbers.
TPA_LAST_NAME	Alphanumeric	40	Full last name. Provides by TPA office. Cannot contain special characters except apostrophe.
TPA_FIRST_NAME	Alphanumeric	30	Full first name. Provides by TPA office. Cannot contain any special characters.
TPA_MI_NAME	Alphanumeric	12	Middle Init name. Provides by TPA office. Cannot contain special characters
TPA_GENDER	Alphanumeric	11	Gender provides by TPA office. Value 1, or 2. 1- male. 2 - female.
TPA_DOB	Alphanumeric	8	Date of birth provides by TPA office.
TPA_TIN	Alphanumeric	9	TIN provides by NYSIF Claims department.
TPA_OFFICE_ID	Alphanumeric	14	Office ID provides by NYSIF Claims department.
TPA_POLICY_NUM	Alphanumeric	30	Policy number provides by TPA office. Compare against NYSIF policy number.
TPA_CLAIM_NUM	Alphanumeric	30	TPA Claim Number. Example 00890FJPMON131887
CMS_HICN	Alphanumeric	12	Health Insurance Claim Number. Provides by CMS office.
CMS_LAST_NAME	Alphanumeric	40	Full last name. Provides by CMS office.
CMS_FIRST_NAME	Alphanumeric	30	Full first name. Provides by CMS office.
CMS_MI_NAME	Alphanumeric	11	Middle Init name. Provides by CMS office.
CMS_GENDER	Alphanumeric	10	Gender provides by CMS office.
CMS_DOB	Alphanumeric	8	Date of birth provides by CMS office.
CMS_MSP_DATE	Alphanumeric	12	Medicare Secondary Payer date.
CMS_MSP_TERM_DATE	Alphanumeric	17	Medicare Secondary Payment termination date.
CMS_MSP_IND	Alphanumeric	11	Medicare Secondary Payer type..
CMS_DISP_CODE	Alphanumeric	13	2 digit code indicating how the record was processed.
CMS_ERR_CD_1	Alphanumeric	12	Code associated with an error found by the BCRC in the submitted record. Provided only if disposition code denotes error.

CMS_ERR_CD_2	Alphanumeric	12	
CMS_ERR_CD_3	Alphanumeric	12	
CMS_ERR_CD_4	Alphanumeric	12	
CMS_ERR_CD_5	Alphanumeric	12	
CMS_ERR_CD_6	Alphanumeric	12	
CMS_ERR_CD_7	Alphanumeric	12	
CMS_ERR_CD_8	Alphanumeric	12	
CMS_ERR_CD_9	Alphanumeric	12	
CMS_ERR_CD_10	Alphanumeric	13	
CMS_COMP_FL_1	Alphanumeric	13	Code indicating compliance issue found with record.
CMS_COMP_FL_2	Alphanumeric	13	
CMS_COMP_FL_3	Alphanumeric	13	
CMS_COMP_FL_4	Alphanumeric	13	
CMS_COMP_FL_5	Alphanumeric	13	
CMS_COMP_FL_6	Alphanumeric	13	
CMS_COMP_FL_7	Alphanumeric	13	
CMS_COMP_FL_8	Alphanumeric	13	
CMS_COMP_FL_9	Alphanumeric	13	
CMS_COMP_FL_10	Alphanumeric	14	
PROCESS_DT	Alphanumeric	10	Process date.

**Instructions for Completing Appendix Z - FEE SCHEDULE PROPOSAL – Category A
Comprehensive Workers' Compensation Claims Administration**

There are 2 components that make up the Fees required on Appendix Z – Category A:

- 1) the “Life of Claim” Administration and Claim Service Fees, which shall be derived from the 10 Sample Claims provided and
- 2) the 100 Prescription Medications, which are provided on an excel spreadsheet

10 Sample Claims

Bidders should first review the 10 Sample Claims (#1-#10) provided. For each of the 10 claims, there is given “general information”, which provides a basic claim scenario, followed by a list of specific claim services to be performed in connection with each of the claims. These claims are not actual claims. The names and scenarios are fictitious; however, the claims fairly represent the population of claims a Bidder would be required to administer if awarded a contract for this category.

Bidders should read through each of the sample claims carefully and pay special attention to the “*Note*” that corresponds with each claim, as it contains information that could potentially affect the amount bid on a service.

It is critical that the Bidder understand that the “Life of Claim” Administration fee represents a comprehensive 1x payment for each claim and not a recurring/ annual charge. There are three (3) different “Life of Claim” Administration fees that will apply to this category: “Indemnity Claim” fee, “Medical Only Claim” fee and “Report Only Claim” fee.

The following services must be included in the “Life of Claim” fee: services performed by the Claim Adjuster; claim reporting/ intake; data file creation; data transfer and IT startup; Claims Management System maintenance and client access; MMS data transfer and IAIABC/EDI reporting. For the purpose of this RFP, these services may not be priced separately.

Not included in the “Life of Claim” Administration fees are direct benefit payments (indemnity and medical). Also not included are fees and services for: Pharmacy Benefit Management; Medical Bill Review/ Re-pricing; ISO claim searches; field investigations/ surveillance; Independent Medical Exams (IME); legal representation at WCB hearings and appeals; medical set-asides and specialized claim services exceeding the minimum services required under Category A.

Bidders shall also be required to provide their Claim Service Fees for the following: Medical Bill Review, Legal Representation, Independent Medical Exams (IMEs), Investigations, Telephone Interpretation/Translation Services and review of MG-2/ Variance Requests.

Bidders must provide fees only for the specific services required for each claim (e.g. do not substitute an IME with a Psychologist for one with a Psychiatrist if you believe it more appropriate for a given claim).

Bidders must consider the location of the service to be provided since fees may vary throughout the State.

Bidders must note that fees for Medical Bill Review MUST NOT include the dollar amount payable to the medical provider, but only the fee associated with the review/pricing of the bills provided.

After careful review of the sample claims and the services required, the Bidders must go to the excel spreadsheet titled *"Cat A Sample Claims Worksheet"*. The first tab of that spreadsheet provides a reminder of instructions to assist the Bidder with completion.

Following the instructions tab, Bidders will find tabs #1-#10. Each numbered tab corresponds directly with a sample claim assigned the same number (*i.e. Tab #1 is for Claim #1/ C. Reyes*).

Bidders must provide for each claim, the "Life of Claim" Administration Fee and the Claim Service Fees on the respective tab. Bidders shall also show how the Claim Service Fees were calculated in the "calculation" column of each worksheet.

If a service is to be provided by a sub-contracted vendor, the Bidder must provide the fees to be charged by that vendor.

After Bidders have placed their fees for all 10 claims in the *Cat A Sample Claims Worksheet*, they must indicate the total for each category on Appendix Z (Category A). Bidders should note that the "Totals" tab (located at the bottom/right of the worksheet) will automatically total the fees for each service.

Bidders must make sure that the totals provided on Appendix Z match those on the "Totals" tab on the *Cat A Sample Claims Worksheet*.

100 Prescription Medications

The Bidders are provided an excel spreadsheet called *"Prescription Medications"*. This spreadsheet lists 100 prescription medications. Bidders must provide the total cost for each of the prescription drugs listed on this spreadsheet and include the individual fees that make up the total cost. If there is no charge for a fee listed on the spreadsheet, Bidders must indicate "NC" for that fee.

For the purpose of this RFP:

a) Prescriptions shall be "Dispense as Written" (DAW); Fees shall represent the actual Drug listed, whether it is a name brand or generic. No substitutions.

b) Bidders shall assume dispensing occurs on 9/1/2015.

c) Bidders shall assume that dispensing occurs in the State of New York - No NYS sales tax.

Note: Columns D + E + F must = G

The spreadsheet will automatically add the fees for each of the prescriptions. The total will appear on row 103 following "Total Cost of Medications". Bidders must provide that total on Appendix Z.

Bidders must make sure that the total provided on Appendix Z matches the total on the *"Prescription Medications"* worksheet.

Instructions for Completing Appendix Z – FEE SCHEDULE PROPOSAL – Category B Permanent Disability Claims

There are 2 components that make up the Fees required on Appendix Z – Category B:

- 1) the “Life of Claim” Administration and Claim Service Fees, which shall be derived from the 5 Sample Claims provided and
- 2) the 100 Prescription Medications, which are provided on an excel spreadsheet

The process for completing Appendix Z – Category B is very similar to the process of Category A. The difference is that Bidders must now provide their fees for an additional set of claims, Sample Claims #11-#15.

5 Sample Claims

Just as in Category A, these claims are not actual claims. The names and scenarios are fictitious; however, the claims fairly represent the population of claims a Bidder would be required to administer if awarded a contract for this category.

For these claims, Bidders must understand that the “Life of Claim” Administration fee represents a comprehensive 1x payment for each claim and not a recurring/ annual charge. For this category, there is only one such Administration Fee: “Life of Claim – PPD”.

Bidders should read through each of the sample claims carefully and pay special attention to the “Note” that corresponds with each claim, as it contains information that could potentially affect the amount bid on a service.

Just as in Category A, Bidders shall provide their Claim Service Fees; however, these fees shall be placed on the spreadsheet titled “*Cat B Sample Claims Worksheet*”. Service fees for Category B are as follows: Medical Bill Review, Legal Representation, Independent Medical Exams (IMEs), Investigations, and review of MG-2/ Variance Requests.

Bidders must provide fees only for the specific services required for each claim (e.g. do not substitute an IME with a Psychologist for one with a Psychiatrist if you believe it more appropriate for a given claim).

Bidders must consider the location of the service to be provided since fees may vary throughout the State.

Bidders must note that fees for Medical Bill Review **MUST NOT** include the dollar amount payable to the medical provider, but only the fee associated with the review/pricing of the bills provided.

After careful review of the sample claims and the services required, the Bidders must go to the excel spreadsheet titled “*Cat B Sample Claims Worksheet*”. The first tab of that spreadsheet provides a reminder of instructions to assist the Bidder with completion.

Following the instructions tab, Bidders will find tabs #11-#15. Each numbered tab corresponds directly with a sample claim assigned the same number (*i.e. Tab #11 is for Claim #11/ F. Davis*).

Bidders must provide for each claim, the “Life of Claim” Administration Fee (PPD) and the Claim Service Fees on the respective tab. Bidders shall also show how the Claim Service Fees were calculated in the “calculation” column of each worksheet.

If a service is to be provided by a sub-contracted vendor, the Bidder must provide the fees to be charged by that vendor.

After Bidders have placed their fees for all 5 claims in the *Cat B Sample Claims Worksheet*, they must indicate the total for each category on Appendix Z (Category B). Bidders should note that the “Totals” tab (located at the bottom/right of the worksheet) will automatically total the fees for each service.

Bidders must make sure that the totals provided on Appendix Z match those on the “Totals” tab on the *Cat B Sample Claims Worksheet*.

100 Prescription Medications

This process is identical to that of Category A and need not be repeated; however, the total MUST be provided on Appendix Z – Category B and the total must match the total bid on category A (and C if applicable).

**Instructions for Completing Appendix Z – FEE SCHEDULE PROPOSAL – Category C
Special Funds Conservation Committee Claims (Second Injury Fund)**

There are 2 components that make up the Fees required on Appendix Z – Category C:

- 1) the “Life of Claim” Administration and Claim Service Fees, which shall be derived from the 5 Sample Claims provided and
- 2) the 100 Prescription Medications, which are provided on an excel spreadsheet

The process for completing Appendix Z – Category C is very similar to the process of Category A. The difference is that Bidders must now provide their fees for an additional set of claims, Sample Claims #11-#15.

5 Sample Claims

Just as in Category A, these claims are not actual claims. The names and scenarios are fictitious; however, the claims fairly represent the population of claims a Bidder would be required to administer if awarded a contract for this category.

For these claims, Bidders must understand that the “Life of Claim” Administration fee represents a comprehensive 1x payment for each claim and not a recurring/ annual charge. For this category, there is only one such Administration Fee: “Life of Claim – PPD/ 15.8”.

Bidders should read through each of the sample claims carefully and pay special attention to the “Note” that corresponds with each claim, as it contains information that could potentially affect the amount bid on a service.

Just as in Category A, Bidders shall provide their Claim Service Fees; however, these fees shall be placed on the spreadsheet titled “*Cat C Sample Claims Worksheet*”. Service fees for Category C are as follows: Medical Bill Review, Legal Representation, Independent Medical Exams (IMEs), Investigations, and review of MG-2/ Variance Requests.

Bidders must provide fees only for the specific services required for each claim (e.g. do not substitute an IME with a Psychologist for one with a Psychiatrist if you believe it more appropriate for a given claim).

Bidders must consider the location of the service to be provided since fees may vary throughout the State.

Bidders must note that fees for Medical Bill Review MUST NOT include the dollar amount payable to the medical provider, but only the fee associated with the review/pricing of the bills provided.

After careful review of the sample claims and the services required, the Bidders must go to the excel spreadsheet titled “*Cat C Sample Claims Worksheet*”. The first tab of that spreadsheet provides a reminder of instructions to assist the Bidder with completion.

Following the instructions tab, Bidders will find tabs #11-#15. Each numbered tab corresponds directly with a sample claim assigned the same number (*i.e. Tab #11 is for Claim #11/ F. Davis*).

Bidders must provide for each claim, the “Life of Claim” Administration Fee (PPD/ 15.8) and the Claim Service Fees on the respective tab. Bidders shall also show how the Claim Service Fees were calculated in the “calculation” column of each worksheet.

If a service is to be provided by a sub-contracted vendor, the Bidder must provide the fees to be charged by that vendor.

After Bidders have placed their fees for all 5 claims in the *Cat C Sample Claims Worksheet*, they must indicate the total for each category on Appendix Z (Category C). Bidders should note that the “Totals” tab (located at the bottom/right of the worksheet) will automatically total the fees for each service.

Bidders must make sure that the totals provided on Appendix Z match those on the “Totals” tab on the *Cat C Sample Claims Worksheet*.

100 Prescription Medications

This process is identical to that of Category A and need not be repeated; however, the total MUST be provided on Appendix Z – Category C and the total must match the total bid on category A (and B if applicable).

APPENDIX Z
FEE SCHEDULE PROPOSAL – Category A
Comprehensive Workers’ Compensation Claims Administration

Bidder _____	Contact _____
DBA, if any _____	Title _____
Federal ID # _____	Email Address _____
Type of Firm _____	Telephone # _____
Address _____	Fax # _____
_____	Web Address _____

Sample Claims:

Total “Life of Claim” Administration Fees	\$
Total Medical Bill Review Fees:	\$
Total Legal Representation Fees:	\$
Total Independent Medical Exam (IME) Fees:	\$
Total Investigation Fees:	\$
Total MG-2/ Variance Request Fees:	\$
Total Telephone Interpretation/Translation Services:	\$

Prescription Medication:

100 Prescription Drugs Total Cost:	\$
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Cases and quantities are provided for evaluation purposes, and are not a guarantee of future work.

Signature: _____ Title: _____

Typed Name: _____ Date: _____

APPENDIX Z
FEE SCHEDULE PROPOSAL – Category B
Permanent Disability Claims

Bidder	_____	Contact	_____
DBA, if any	_____	Title	_____
Federal ID #	_____	Email Address	_____
Type of Firm	_____	Telephone #	_____
Address	_____	Fax #	_____
	_____	Web Address	_____

Sample Claims:

Total “Life of Claim” Administration Fees	\$
Total Medical Bill Review Fees:	\$
Total Legal Representation Fees:	\$
Total Independent Medical Exam (IME) Fees:	\$
Total Investigation Fees:	\$
Total MG-2/ Variance Request Fees:	\$

Prescription Medication:

100 Prescription Drugs Total Cost:	\$
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Cases and quantities are provided for evaluation purposes, and are not a guarantee of future work.

Signature: _____ Title: _____

Typed Name: _____ Date: _____

APPENDIX Z
FEE SCHEDULE PROPOSAL – Category C
Special Funds Conservation Committee Claims (Second Injury Fund)

Bidder	_____	Contact	_____
DBA, if any	_____	Title	_____
Federal ID #	_____	Email Address	_____
Type of Firm	_____	Telephone #	_____
Address	_____	Fax #	_____
	_____	Web Address	_____

Sample Claims:

Total “Life of Claim” Administration Fees	\$
Total Medical Bill Review Fees:	\$
Total Legal Representation Fees:	\$
Total Independent Medical Exam (IME) Fees:	\$
Total Investigation Fees:	\$
Total MG-2/ Variance Request Fees:	\$

Prescription Medication:

100 Prescription Drugs Total Cost:	\$
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Cases and quantities are provided for evaluation purposes, and are not a guarantee of future work.

Signature: _____ Title: _____

Typed Name: _____ Date: _____