



Department of Civil Service

INVITATION FOR BID #Banking Services-2016-1

“New York State Health Insurance Program Banking Services”

RELEASE DATE: November 9, 2015

PROPOSAL DUE DATE: January 7, 2016

IMPORTANT NOTICE: A Restricted Period under the Procurement Lobbying Law is currently in effect for this Procurement and it will remain in effect until State Comptroller approval of the resultant contract. During the Restricted Period for this Procurement ALL communications must be directed, in writing, solely to the Department' procurement manager as listed below and shall be in compliance with the Procurement Lobbying Law and the NYS Department of Civil Service “*Rules Governing Conduct of Competitive Procurement Process*” (refer to Section II: Procurement Protocol and Process).

Department of Civil Service Contact for Inquiries and Submissions for this Solicitation:

Banking Services Procurement Manager
Employee Benefits Division, Room 1106
New York State Department of Civil Service
Albany, New York 12239
(518) 402-2096

e-mail: BankingServices2016IFB@cs.ny.gov

Lola Brabham
Executive Deputy Commissioner
New York State Department of Civil Service

David Boland
Director
New York State Department of Civil Service
Employee Benefits Division

SECTION I: INTRODUCTION**A. Purpose**

The purpose of this Invitation for Bid (IFB), #Banking Services-2016-1 entitled “New York State Health Insurance Program Banking Services” is to competitively secure the services of a qualified entity to provide banking services (hereinafter collectively referred to as “Project Services”) for the Employee Benefits Division of the NYS Department of Civil Service in its administration of the New York State Health Insurance Program (NYSHIP). These Project Services include, but are not limited to, maintaining two lockboxes and processing premium payments remitted by enrollees and Participating Agencies (PA) and Participating Employers (PE) that are authorized to participate in NYSHIP; and providing an electronic remittance service for enrollees, PAs, and PEs. Processing premium payments involves making daily bank deposits, providing deposit advices, reporting individual remittance information on a daily basis and providing weekly bank statements.

- **Note:** The Department has taken care in preparing the data accompanying this IFB, however, the Department does not warrant the accuracy of the data. The numbers or statistics, which appear in the IFB, are for informational purposes only and should not be used or viewed by prospective Offerors as guarantees or representations of any levels of past or future performance or participation. Accordingly, prospective Offerors should rely upon and use such numbers or statistics in preparing their Proposals at their own discretion.

The Department will accept Proposals only from qualified Offerors and will consider for evaluation and selection purposes only those Proposals that it determines to be responsive to the requirements of the IFB and the Project Services duties and responsibilities set forth in the IFB, Section IV “Technical Section.”

It is the Department’s intent to enter into a contract (Agreement) with one (1) Offeror selected as a result of this IFB. The term of this Agreement shall include a sixty (60) day implementation period followed by five (5) years of Project Services, with the Agreement beginning on June 1, 2016 continuing through and including May 31,

2021. This Agreement is subject to approval by the NYS Office of the Attorney General and the NYS Office of the State Comptroller.

The Offeror must agree to be bound by its Proposal, which will be explicitly incorporated by reference into the executed Agreement. The Department will only contract with a single Offeror, which will be the sole contact with regard to all provisions of the Agreement. If the Offeror's Proposal includes Key Subcontractors or Affiliates, the Offeror will be considered the Prime Contractor, and the Offeror shall assume full responsibility for the fulfillment of all of the Contractor responsibilities under the Agreement. This IFB and other relevant information may be reviewed at: www.cs.ny.gov/BankingServices2016IFB/index.cfm

Note: Refer to Section VIII: Glossary of Terms, for definitions of terms used throughout this IFB.

B. Overview of the New York State Health Insurance Program

The New York State Health Insurance Program (NYSHIP) was established by the New York State Legislature in 1957 to provide essential health insurance protection to New York State (NYS) Employees, Retirees, and their eligible Dependents. Chapter 56 of the Laws of 2010 amended the law to allow the New York State Employee Health Insurance Plan the option to be self-funded. The Participating Provider Organization option of NYSHIP, The Empire Plan, became fully self-funded in 2014. " Public authorities, public benefit corporations, and other quasi-public entities, such as the NYS Thruway Authority and the Dormitory Authority may choose to participate in NYSHIP; those that do are called Participating Employers (PEs). Article XI of the NYS Civil Service Law also allows local units of government such as school districts, special districts, and municipal corporations to participate in NYSHIP; those local government units which choose to participate in NYSHIP are called Participating Agencies (PAs). At present, there are approximately 457 NYS agencies, 95 PE agencies, and 792 PA agencies in NYSHIP. Under Article XI of the Civil Service Law, as amended and 4 New York Code of Rules and Regulations (NYCRR) Part 73, as amended, the President, who also serves as the Commissioner of the Department, through the Department's Employee Benefits Division (EBD), is responsible for the ongoing administration of NYSHIP.

NYSHIP currently covers over 606,436 NYS, PA and PE Employees and retirees. Eligible covered Dependents bring the total number of covered lives to approximately 1,232,149.

NYSHIP currently provides health benefits coverage through The Empire Plan, a Participating Provider Organization (PPO) with managed care components, and nine (9) Health Maintenance Organizations (HMOs). The Excelsior Plan is a lower cost version of The Empire Plan available only to PAs. Additionally, the Student Employee Health Plan (SEHP) is administered through The Empire Plan contracts. SEHP is a health benefits plan for graduate student Employees of New York State and the New York City University systems. NYS and PE employees and retirees may elect to enroll in either The Empire Plan or in HMOs offered through NYSHIP. NYSHIP offers only The Empire Plan and the Excelsior Plan to PAs. PAs may, and frequently do, offer HMOs directly to their own Employees and retirees as an alternative to Empire Plan coverage.

C. Overview of Required Banking Services

As administrator of NYSHIP, EBD is responsible for the collection of premium payments from all payors. EBD utilizes two United States Postal Service (USPS) lockboxes for premium remittances received through the mail from enrollees and agencies (one lockbox is for the collection of Enrollee payments, the second lockbox is for the collection of Agency payments). EBD will also newly require the collection of premium remittances through two Electronic Lockboxes, or an alternate receivable system, for Enrollees and Agencies submitting premium payments through online bank accounts. The payors that remit payments to EBD are:

- **Enrollee Lockbox:**

Direct Pay Enrollees– Direct Pay Enrollee payments are generally due by the last day of each month, prior to the month of coverage

- **Agency Lockbox:**

Participating Agency - Participating Agency payments are due five days prior to the month of coverage.

Participating Employer - Participating Employer payments are due on the last day of each month, prior to the month of coverage.

Exhibit II.C illustrates the monthly detailed transactions received by the two USPS lockboxes and provides a three-year count of transactions for the current lockboxes.

Project Services shall mean the entire scope of the banking services as more detailed in Section IV of the IFB to be provided by the successful Offeror ("Contractor"). In summary Project Services include:

(1) **Lockbox Services (non-Electronic)**

EBD utilizes a web-based system to administer NYSHIP accounts receivable. The system is referred to as the New York Benefits Eligibility & Accounting Systems (NYBEAS).

The processing of payments are accommodated by two separate accounting feeds, one lockbox processes enrollee payments and the other lockbox processes payments received from PE's and PA's. All enrollee remittance documents are in the same format and contain the same information. On occasion, EBD will send a billing letter or other type of manual bill that is not in the format of the standard remittance advice. Some of these payments may be sent by the enrollee to the lockbox. An example of the current remittance advice for enrollee premiums is located in Exhibit II.D. All remittance documents for Participating Agencies and Participating Employees are also in the same format and an example is provided in Exhibit II.E. Any check or money order suitable for deposit which is accompanied by a valid remittance document is processed; others are scanned and returned to the EBD for review and subsequent processing.

(2) **Electronic Lockbox Services**

As stated above, EBD will also newly require the collection of premium remittances through two Electronic Lockboxes (one for Enrollees and one for Agencies), or an alternate receivable system, for the submission of premium payments through online bank accounts. At the discretion of the Department, the

Contractor will be required to work with Department staff in the testing and implementation of the Electronic Lockboxes.

(3) **Non-Lockbox Services**

The Department requires two (2) Remote Deposit Capture scanners to be installed at the EBD to securely transmit payments that are sent directly to EBD.

SECTION II: PROCUREMENT PROTOCOL AND PROCESS**A. RULES GOVERNING CONDUCT OF COMPETITIVE PROCUREMENT PROCESS****1. Timeline/Key Events**

IFB Release Date	November 9, 2015
Exhibit I.K Procurement Lobbying Offeror's Affirmation of Understanding & Agreement Due Date	see * below
Pre-Proposal Conference	November 16, 2015, 1:00pm ET
Questions Due Date	November 20, 2015, 5:00pm ET
Release Date of Official Responses to Questions	November 30, 2015
Exhibit I.J Notice of Bidding Intention Deadline	January 7, 2016
Proposals Due Date	January 7, 2016, 3:00pm ET
Anticipated Contract Start Date	Upon OSC Approval of the Agreement, with Project Services starting June 1, 2016

* Prior to the Offeror's initial contact with the Department, the Offeror must complete and submit Exhibit I.K Procurement Lobbying Offeror's Affirmation of Understanding & Agreement to the Banking Services Procurement Manager.

2. Procurement Lobbying Limitations

- a. Pursuant to State Finance Law sections 139-j and 139-k, this Procurement imposes certain procurement lobbying limitations. Offerors are restricted from making contacts during the Procurement's "Restricted Period" (from the issuance of the IFB until the date of the Agreement's final approval by the OSC) to other than designated staff of the Department and the Executive Branch of New York State government, unless the contact falls within certain statutory exceptions ("permissible contacts"). For purposes of this Section II.A.2 of the IFB, "Offeror" includes prospective Offerors prior to the due date for the submission of offers/bids (i.e., Proposals) in response to the IFB. Staff is required to obtain certain information from Offerors and others whenever there is a contact about the Procurement during the Restricted Period, and is required to make a determination of the Offeror's responsibility that addresses the Offeror's compliance with the statutes' requirements. Findings of non-responsibility result in rejection for contract award, and if an Offeror is subject to two non-responsibility findings within four years the Offeror also will be determined ineligible to submit a proposal on, or be awarded a contract for four years from the date of the second non-responsibility finding. The Procuring Agencies' Policy and associated procedures are included as **Exhibit I.L, "Procurement Lobbying**

Policy: Restrictions on Contacts During the Procurement Process” to this IFB.

Further information about these requirements can be found at:

<http://www.ogs.ny.gov/aboutOGS/regulations/defaultAdvisoryCouncil.html>

- b. In order to ensure public confidence and integrity in the procurement process, the Department will strictly control all communications between any Offeror and participants in the evaluation process, from the date the IFB is released until the Agreement is approved by OSC. “Offeror” means any individual or entity, or any employee, agent, consultant, or person acting on behalf of such individual or entity, who contacts the Department or any other State governmental entity about a governmental procurement during that procurement’s restricted period, whether or not the caller has a financial interest in the outcome of the governmental procurement; provided, however, that a governmental agency (or its employees) that communicates with the Department regarding a governmental procurement in the exercise of its oversight duties shall not be considered an Offeror. “Offeror” includes prospective Offerors prior to the due date for the submission of offers/bids in response to the solicitation document. All contacts, inquiries, questions, filings and submissions of Proposals in regard to the IFB must be directed, in writing, by mail, facsimile or e-mail, as applicable, solely to the Banking Services Procurement Manager. An Offeror’s failure to comply with this requirement may result in the Offeror’s disqualification from this Procurement.

If using the U.S. Postal Service, please use the following address:

Banking Services Procurement Manager
Employee Benefits Division, Room 1106
NYS Department of Civil Service
Albany, New York 12239

For all other carriers including couriers, UPS and FedEx please use the following address:

Banking Services Procurement Manager
NYS Department of Civil Service
Employee Benefits Division
Agency Building 1
Empire State Plaza
Albany NY 12239
Fax: 518 402-2835
E-mail: BankingServices2016IFB@cs.ny.gov

Additionally, Offerors and prospective Offerors are strictly prohibited from making any contacts or inquiries concerning the Procurement with any member, officer or employee of any NYS governmental entity other than the Department from the date the IFB is released until the Agreement is approved by OSC subject only to the specific exceptions listed below. Further, any Offeror shall not attempt to influence the Procurement in any manner that would result in a violation or an attempted violation of Public Officers Law sections 73(5) or 74.

- c. The following contacts are exempted from the provisions of paragraph 3 of section 139-j and as such do not need to be directed to the Banking Services Procurement Manager pursuant to section 139-k:
- (1) The submission of written Proposals in response to this IFB;
 - (2) The submission of written questions by a method set forth in IFB when all written questions and responses are to be distributed to all Offerors who have expressed an interest in the Procurement;
 - (3) Participation in a demonstration, conference or other means for exchange of information in a setting open to all potential bidders provided for in IFB;
 - (4) Complaints by an Offeror regarding the failure of the Banking Services Procurement Manager to respond to an Offeror's authorized contacts, when such complaints are made in writing to the Department's Office of the General Counsel, provided that any such written complaints shall become a part of the procurement record;
 - (5) Communications by a successful Offeror(s) who has been tentatively awarded a

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- contract and is engaged in communications with the Department solely for the purpose of negotiating the terms of the Agreement after having been notified of tentative award;
- (6) Contact by an Offeror to request the review of a procurement award when done in accordance with the procedure specified in the solicitation document;
- a. Contacts by an Offeror in protests, appeals or other review proceedings (including the apparent successful Offeror and its representatives) before the Department seeking a final administrative determination, or in a subsequent judicial proceeding; or
- b. Complaints of alleged improper conduct in the Procurement when such complaints are made to the NYS Attorney General, Inspector General, District Attorney, or to a court of competent jurisdiction; or
- c. Written protests, appeals or complaints to the NYS Comptroller's office during the process of contract approval, where the NYS Comptroller's approval is required provided that the NYS Comptroller shall make a record of such communications and any response thereto which shall be entered into the procurement record pursuant to State Finance Law Section 163; or
- d. Complaints of alleged improper conduct in a governmental procurement conducted by a municipal agency or local legislative body to the NYS Comptroller's office; and
- (7) Communications between Offerors and governmental entities that solely address the determination of responsibility by a governmental entity of an Offeror.
- d. It is **mandatory** that all prospective Offerors/Offerors complete Part 1 of **Exhibit I.K, "Procurement Lobbying Offeror's Affirmation of Understanding and Agreement"** affirming their understanding of, and agreement to, comply with the procurement lobbying requirements set forth in State Finance Law §139-k and §139-j. A completed **Exhibit I.K** must be submitted to the Banking Services Procurement Manager **prior to a prospective Offeror making its initial contact with the Department** (e.g., attendance at the Pre-Proposal Conference, submission of a Notice of Bidding Intention Form

(**Exhibit I.J**), submission of questions, etc. or concurrent with an Offeror's submission of its Proposal, whichever shall occur first). Offerors are advised that whenever any of the Offeror's officers, employees, agents or consultants contact the Department, they should be prepared to provide their name, address, telephone number, place of principal employment, occupation, and whether they were retained, employed or designated, by or on behalf of the Offeror to appear before or contact the Department in regards to this Procurement. To that end and to streamline the process, Offerors are requested to complete and submit Part 2 of **Exhibit I.K** entitled, "Designated Offeror Contact" for each officer, employee, agent or consultant authorized by the Offeror to appear before or contact the Department in regards to this Procurement before appearing or before or at the time such contact is initiated.

Additionally, at the time a Proposal is submitted to the Department, the Offeror is required to provide a completed "Offeror's Certification of Compliance Pursuant to State Finance Law §139-k" form. This certification is included as **Exhibit I.P** of this IFB.

3. Notice of Bidding Intention Form

Filing of this notice is **not** mandatory; however, to assist the Department in better managing the procurement process, prospective Offerors, whether they intend to submit a Proposal in response to this IFB or not, are requested to complete a "**Notice of Bidding Intention Form**" (**Exhibit I.J**) and submit it to the Banking Services Procurement Manager by the Notice of Bidding Intention Deadline as set forth in Section II.A.1. The completed form may be submitted either in hardcopy, at the address provided in Section II.A.2.b. or electronically at: BankingServices2016IFB@cs.ny.gov.

On the Notice of Bidding Intention Form, New York State certified Minority and Women-Owned Businesses (M/WBE) may request that their firm's contact information be included on a list of M/WBE firms interested in serving as a subcontractor for this Procurement. The listing will be publicly posted on the Procurement webpage at:

www.cs.ny.gov/IFBBankingServices2016IFB/index.cfm for reference by the bidding community. A firm requesting inclusion on this list should send a copy of its NYS M/WBE certification with its completed Notice of Bidding Intention Form. Nothing prohibits an M/WBE vendor from proposing as a prime contractor.

4. Pre-Proposal Conference

A Pre-Proposal Conference will be held on November 16, 2015 at 1:00 p.m. in the OGS Meeting Room 125 - Concourse Level of the Empire State Plaza, Albany, NY. Attendance is not mandatory, but is strongly encouraged for Offerors intending to submit a Proposal.

Each Offeror is requested to send no more than three (3) representatives to the Pre-Proposal Conference. If your organization plans to attend the Pre-Proposal Conference, please notify the Banking Services Procurement Manager via facsimile or e-mail at the address noted in Section II.A.2.b. at least five (5) business days before the conference with the name and affiliation of each person attending. Information regarding directions to the Empire State Plaza, available parking and security requirements, may be found at:

<http://ogs.ny.gov/ESP/CT/plaza.asp>. On the date of the conference, visitors may be required to present photo identification. Prospective Offerors are advised to allow sufficient time to go through security.

5. Submission of Errors or Omissions in the IFB Document

By participating in activities related to this Procurement, and/or by submitting a Proposal in response to this IFB, prospective Offerors agree to be bound by its terms, including, but not limited to, this process by which a prospective Offeror may submit errors or omissions for consideration. In the event that a prospective Offeror believes there is an error or omission in the IFB, the prospective Offeror may raise such issue according to the following provisions:

a. Process for Submitting Assertions of Errors or Omissions in IFB Document

- (1) **Time Frame:** Assertions of errors or omissions in the procurement process which are or should have been apparent prior to the Proposal Due Date must be received by the Department, in writing, five (5) Business Days after the Release Date of Official Responses to Questions specified in Section II.A.1.
- (2) **Content:** The submission alleging the error or omission must clearly and fully state the legal and/or factual grounds for the assertion and must include all relevant documentation

(3) **Format of Submission:** All submissions asserting an error or omission must be in writing and submitted to the Banking Services Procurement Manager at the following address:

If using the U.S. Postal Service, please use the following address:

Banking Services Procurement Manager
Employee Benefits Division, Room 1106
NYS Department of Civil Service
Albany, New York 12239

For all other carriers including couriers, UPS and FedEx please use the following address:

Banking Services Procurement Manager
NYS Department of Civil Service
Employee Benefits Division
Agency Building 1
Empire State Plaza
Albany NY 12239

The envelope or package must clearly and prominently display the following statement:

**"Submission of Errors or Omissions for the
NYSHIP Banking Services Invitation for Bid
Banking Services-2016-1"**

Any assertion of an error or omission which does not conform to the requirements set forth in this section shall be deemed waived by the prospective Offeror and the prospective Offeror shall have no further recourse.

b. The Review Process for Assertions of Errors or Omissions in IFB Document

The Department shall conduct the review process for submission of errors or omissions. The Commissioner may appoint a designee who will review the submission and make a recommendation to the Commissioner as to the disposition of the matter. The Commissioner's designee may be an employee of the Department but, in any event, shall be someone who has not participated in the preparation of this IFB, the evaluation of Proposals, or the selection decision. At the discretion of the Commissioner, or the Commissioner's designee, the prospective Offeror may be given the opportunity to meet with the Commissioner or the Commissioner's designee, as the case may be, to support its submission. The prospective Offeror may, but need not, be represented by counsel at such a meeting. Any and all issues concerning the manner in which the review process is conducted shall be determined solely by the Commissioner or the Commissioner's designee.

The Commissioner, or the Commissioner's designee, shall review the matter, and the Commissioner shall issue a written decision within twenty (20) business days after the close of the review process. If additional time for the issuance of the decision is necessary, the prospective Offeror shall be advised of the delay and of the time frame within which a decision may be reasonably expected. The Commissioner's decision will be communicated to the party in writing and shall constitute the agency's final determination in the matter.

The Department reserves the right to determine and to act in the best interests of the State in resolving any assertion of error or omission in the IFB document. As a consequence of reviewing the assertion, the Department may elect to extend the Proposal Due Date as may be appropriate. Notice of any such extension will be provided

to all organizations who registered via mail, facsimile or e-mail. Notice of any extension will also be posted to: www.cs.ny.gov/IFBBankingServices2016IFB/index.cfm

6. Submission of Questions

In the event a prospective Offeror has any substantive or procedural questions concerning the content of the IFB document, those questions can be submitted in the following manner to:

If using the U.S. Postal Service, please use the following address:

Banking Services Procurement Manager
Employee Benefits Division, Room 1106
NYS Department of Civil Service
Albany, New York 12239

For all other carriers including couriers, UPS and FedEx please use the following address:

Banking Services Procurement Manager
NYS Department of Civil Service
Employee Benefits Division
Agency Building 1
Empire State Plaza
Albany NY 12239
Fax: 518-402-2835
E-Mail: BankingServices2016IFB@cs.ny.gov

Prospective Offerors may submit questions to the Banking Services Procurement Manager, in writing, via e-mail, facsimile or mail. The Department strongly urges prospective Offerors to submit the questions via e-mail. Each question should cite the particular IFB section, page number and paragraph number to which it refers. All responses will be considered unofficial until issued or confirmed in writing by the Department on the procurement website. Only those questions due prior to 5:00 p.m. Eastern Time (ET), on the Questions Due Date as shown in Section II.A.1 of this IFB, will be accepted.

To expedite its responses, the Department has provided a question template form which prospective Offerors are requested to use in submitting questions regarding the IFB (see **Exhibit I.R** "Question Template").

After the Questions Due Date, the Department will provide to all organizations who have registered, e-mail notification of the posting of all questions received and the Department's Official Responses to said questions. The aforementioned information will be posted to: www.cs.ny.gov/IFBBankingServices2016IFB/index.cfm and all registered prospective Offerors will be notified of the posting to this site.

7. Submission of Proposal

a. Submission Requirements

The Offeror's Proposal must be organized and separated into three (3) sections: Administrative Section; Technical Section, and Cost Section. To facilitate the evaluation process, Offerors must submit eight (8) separately bound hard copies (two (2) ORIGINALS and six (6) copies) and one (1) electronic copy (CD) **of the three (3) sections** of the Offeror's Proposal. Electronic submissions must be in Adobe Acrobat, as applicable. The Administrative and Technical Sections shall be bound together and clearly labeled. The Cost Section is required to be either separately bound from the Administrative and Technical Sections, or submitted in a separate sealed envelope clearly labeled. These sixteen (16) documents and one (1) CD of the three (3) sections of the Offeror's Proposal are collectively hereafter referred to as "Submissions."

Each ORIGINAL hard copy of each Section must be marked "ORIGINAL," contain original signatures of an official(s) authorized to bind the Offeror to its provisions on all forms submitted that require the Offeror's signature and should be numbered sequentially, i.e. Original #1, Original #2. The remaining six (6) hard copies of each Section may contain a copy of the official's signature and should be numbered sequentially (e.g. Copy #1, Copy #2, etc). Please note that, for each of the three (3) sections, that hard copy marked "Original #1" will be deemed controlling by the Department when viewing the Proposal.

Proposals should be placed and packaged in sealed boxes/envelopes. Each sealed box/envelope should contain a label on the outside which contains the information below.

**New York State Department of Civil Service
Invitation for Bid Banking Services-2016-1
“NYSHIP Banking Services”
OFFEROR NAME
OFFEROR ADDRESS**

All Proposals must be sent to the following:

If using the U.S. Postal Service, please use the following address:

Banking Services Procurement Manager
Employee Benefits Division, Room 1106
NYS Department of Civil Service
Albany, New York 12239

For all other carriers including couriers, UPS and FedEx please use the following address:

Banking Services Procurement Manager
NYS Department of Civil Service
Employee Benefits Division
Agency Building 1
Empire State Plaza
Albany NY 12239

For those Offerors who plan to have the Proposal hand delivered, arrangements for acceptance of the packages must be made in accordance with procurement security procedures. **To make such arrangements, the Department requests that the Offeror notify the Banking Services Procurement Manager forty-eight (48) hours prior to delivery. All Proposals must be received by 3:00 p.m. ET on the Proposal Due Date as set forth in Section II.A.1 of the IFB. No exceptions will be made for late submission or delays in delivery of the Proposal.** If the Proposal is delivered by mail or courier, the Department recommends that it be sent "return receipt requested," so the Offeror obtains proof of timely delivery.

All Proposals submitted become the property of the Department. Any proposal received after 3:00 p.m. ET on the Proposal Due Date will not be accepted by the Department and may be returned to the submitting entity at the Department's discretion.

The Department will accept amendments and/or additions to an Offeror's Proposal if the amendment and/or addition is received by the Department **prior** to 3:00 p.m. ET on the Proposal Due Date. All amendments to an Offeror's Proposal must be submitted in writing, in accordance with the format set forth in Section II.A.6. of this IFB, and will be included as part of the Offeror's Proposal, if accepted by the Department as provided above.

Offerors are cautioned to verify the content of their Proposal before submission. Except for material received from an Offeror in response to a request by the Department, the Department will not accept amendments or additions to a Proposal if such material is received after 3:00 p.m. ET on the Proposal Due Date. Offerors are encouraged to submit the Proposal Submission Checklist (**Exhibit I.A**) to facilitate verification of Proposal contents. An Offeror's request to withdraw a Proposal after the Proposal Due Date may be considered at the sole discretion of the Department.

b. Formatting Requirements

The Administrative Proposal, Technical Proposal and Cost Proposal each should comply with the following formatting requirements (Failure to comply with the formatting requirements herein below may, but will not necessarily, result in the Proposal being deemed non-responsive and may, but will not necessarily, result in rejection of the Proposal):

- (1) ***Binding of Proposal:*** The Administrative and Technical Proposal must be separate, clearly labeled, and bound as one complete package. The Cost Proposal is required to be separately bound from the Administrative and Technical Proposals, or submitted in a separate sealed envelope, clearly labeled. The official name of the organization(s), the Proposal Due Date and "NYSHIP Banking Services IFB, Banking Services-2016-1" must appear on the outside front cover of each copy of the package containing the Offeror's Administrative, Technical and Cost Proposals. If the Proposals are submitted in loose-leaf binders, the official name(s) of the organization(s) and "NYSHIP Banking Services IFB, Banking Services-2016-1" must appear on the spine of the binders;

- (2) **Table of Contents:** Each Proposal must include a table of contents;
- (3) **Index Tabs:** Each major Section of the Proposal, each subsection in the Technical Proposal and each Exhibit must be labeled with an index tab that completely identifies the title of the Section, subsection or Exhibit as named in the table of contents;
- (4) **Pagination:** Each page of the Proposal, including Exhibits, must be labeled on the upper right with the Section title and Section reference, page number, and date. Pages within each Section and Exhibit must be numbered consecutively;
- (5) **Proposal Updates/Corrections:** Each Offeror must submit its Proposal so that any update pages required by the Department can be easily incorporated into the Proposal. Should it be necessary for an Offeror to submit additional information in support of its Proposal, it must be submitted in accordance with the following: upon written notification by the Offeror and agreement by the Department, new or replacement pages may be placed in the Proposal. All new or replacement pages will show the date of the revision and indicate the portion of the page being changed. This latter requirement will be fulfilled by drawing vertical lines down both margins of all affected passages. All new/ replacement pages will be noted by the Department on the errata sheet to be placed at the front of the Proposal copy; and,
- (6) **Required Content of Proposals:** The Proposal must consist of three parts: 1) the Administrative Proposal, which must respond to the requirements set forth in Section III of this IFB; 2) the Technical Proposal, which must respond to the requirements set forth in Section IV of this IFB; and 3) the Cost Proposal, which must respond to the requirements set forth in Section V of this IFB.

c. **Material Deviations**

New York State Law prohibits NYS from awarding a contract based upon material deviations from the specifications, terms, and conditions set forth in the IFB.

Consequently, each Offeror's Proposal must conform to the specifications, terms, and conditions set forth in this IFB and prospective Offerors are strongly advised to raise issues and/or concerns relating to this Procurement during the question and answer phase rather than taking exceptions within their Proposals. Material deviations from the

specifications, terms, and conditions set forth in the IFB may render the Proposal non-responsive and may result in rejection of the Proposal.

In general, a material deviation is one that would (i) impair the interests of NYS, (ii) place the successful Offeror in a position of unfair economic advantage, (iii) place other Offerors at a competitive disadvantage, or (iv) which, if it had been included in the original IFB, could have formed a reasonable basis for an otherwise qualified Offeror to change its determination concerning the submission of a Proposal.

Offerors are advised that Offeror's standard, pre-printed material (including but not limited to: product literature, order forms, manufacturer's license agreements, standard contracts or other pre-printed documents), which are physically attached or summarily referenced in the Offeror's Proposal, unless specifically required by the IFB to be submitted as part of the Offeror's Proposal, will not be considered as having been submitted with or intended to be incorporated as part of the official offer contained in the Proposal, but rather will be deemed by the State to have been included by Offeror for informational or promotional purposes only.

In order to be deemed responsive to this IFB, the Offeror must submit a Proposal which independently satisfies all of the requirements set forth in this IFB, without substitution or modification ("stated requirements"). The Proposal will be evaluated against the requirements and specifications set forth in this IFB to determine the "best value" submission.

As stated above in part, New York State Law prohibits NYS from awarding a contract based upon material deviations from the specifications, terms, and conditions set forth in the IFB. Consequently, each Offeror's Proposal must conform to the specifications, terms, and conditions set forth in this IFB. In addition to, but not in lieu of, its response to the IFB's stated requirements, the Offeror may propose supplemental, "or equal", additional or alternative terms (Extraneous Terms) to the stated requirements within the Proposal, provided that, in the State's sole judgment, the Extraneous Term(s) does not constitute material deviations to the stated requirements. Proposed Extraneous Term(s) may only be considered by the State to the extent that such Extraneous Term(s) constitute non-material deviations from the requirements set forth in the IFB as determined in the Department's sole discretion. Material deviations from the

specifications, terms, and conditions set forth in the IFB may render the Proposal non-responsive and may result in rejection of the Proposal.

Therefore, in order for Extraneous Term(s) to be considered, the Extraneous Term must:

1. Independently satisfy the applicable requirement(s) of the IFB on its own merits;
2. Be clearly and separately identified as an “Extraneous Term” within the Administrative, Technical and/or Cost Proposals - Extraneous Terms Submission; and
3. Be separately evaluated and scored in accordance with the bid evaluation criteria.

If the Offeror proposes to include Extraneous Terms in its official Proposal, the Offeror must meet all of the following requirements:

- a. Each proposed Extraneous Term must be specifically enumerated in a separate section of the applicable Submission(s) (Administrative, Technical and/or Cost) labeled “Extraneous Terms Submission,” using the format as set forth in **Exhibit I.X** entitled, “Extraneous Terms Template.”
- b. The “Extraneous Terms” section must be in a writing prepared by Offeror and may not include any pre-printed literature or vendor forms;
- c. The writing must identify by part, section and title the particular IFB requirement (if any) which the Offeror proposes to supplement by inclusion of the Extraneous Term, with a brief description of the specific provision being modified by the Extraneous Term; and
- d. The Offeror shall enumerate the proposed additional or alternative term from the IFB requirement, and the reasons therefore.

Only those terms meeting the above requirements (a) through (d) shall be considered as having been submitted as part of the formal offer.

Extraneous Term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, manufacturer’s license agreements, standard contracts or other pre-printed documents), which are physically attached or summarily referenced in the Proposal, or that, in the State’s sole judgment, have

not been submitted in compliance with the above requirements (a) through (d) above, will not be considered as having been submitted with or intended to be incorporated as part of the official offer contained in the Proposal, but rather will be deemed by the State to have been included by Offeror for informational or promotional purposes only.

Absent the State's express written acceptance and incorporation of an Extraneous Term, acceptance and/or processing of the Proposal shall not constitute the State's acceptance of Extraneous Term(s) or be deemed a waiver of the State's rights set forth herein.

8. Notification of Award

A proposed award notification letter will be sent to the selected Offeror indicating a conditional award subject to successful contract negotiations. The remaining Offerors will be notified of the conditional award and the possibility that failed negotiations could result in an alternative award. No public discussion or news releases relating to this IFB, the associated procurement process, including but not limited to the bid solicitation, proposal evaluation and award and contract negotiation processes or the Agreement shall be made by any Offeror or their agent without the prior written approval of the Department.

9. Debriefing

As stated in IFB, Section II.A.7 above, proposed award notification letters will be sent to the selected and non-selected Offerors. At that time, Offerors will be advised of the opportunity to request a Debriefing and the timeframe by which such requests must be made, dependent upon the nature of the Debriefing, i.e., pre-award or post-award. Debriefings are subject to the Department's Debriefing Guidelines which are set forth in **Exhibit I.H.** entitled, "NYS Department of Civil Service Debriefing Guidelines." An unsuccessful Offeror's written request for a debriefing shall be submitted to:

If using the U.S. Postal Service, please use the following address:

Banking Services Procurement Manager
Employee Benefits Division, Room 1106
NYS Department of Civil Service
Albany, New York 12239

For all other carriers including couriers, UPS and FedEx please use the following address:

Banking Services Procurement Manager
NYS Department of Civil Service
Employee Benefits Division
Agency Building 1
Empire State Plaza
Albany NY 12239
Fax: 518-402-2835
E-Mail: BankingServices2016IFB@cs.ny.gov

10. Submission of Award Protests

By participating in activities related to this Procurement, and/or by submitting a Proposal in response to this IFB, all Offerors agree to be bound by its terms including, but not limited to, the process by which an Offeror may submit protests of the selection award for consideration. In the event that an Offeror decides to protest the selection decision, the Offeror may raise such issue according to the following provisions.

a. **Process for Submitting Post Award Protests of the Selection Decision**

- (1) ***Time Frame:*** Any protest of the selection decision must be received no later than ten (10) Business Days after an Offeror's receipt of written notification by the Department of a conditional award.
- (2) ***Content:*** The submission of the protest must clearly and fully state the legal and/or factual grounds for the protest and must include all relevant documentation.
- (3) ***Format of Submission:*** All submissions of protest must be in writing and submitted to the Banking Services Procurement Manager at the following address:

If using the U.S. Postal Service, please use the following address:

Banking Services Procurement Manager
Employee Benefits Division, Room 1106
NYS Department of Civil Service
Albany, New York 12239

For all other carriers including couriers, UPS and FedEx please use the following address:

Banking Services Procurement Manager
NYS Department of Civil Service
Employee Benefits Division
Agency Building 1
Empire State Plaza
Albany NY 12239

A protest of the selection decision must have the following statement clearly and prominently displayed on the envelope or package:

**“Submission of Selection Protest for
NYSHIP Banking Services IFB
Banking Services-2016-1”**

Any assertion of protest which does not conform to the requirements set forth in this section shall be deemed waived by the Offeror, and the Offeror shall have no further recourse.

b. **Review of Submitted Protests**

The Department shall conduct the review process of submitted protests. The Department's Commissioner may appoint a designee to review the submission and to make a recommendation to the Commissioner as to the disposition of the matter. The Commissioner's designee may be an employee of the Department but, in any event, shall be someone who has not participated in the preparation of this IFB, the evaluation of Proposals, or the selection decision. At the discretion of the Commissioner, or the Commissioner's designee, the Offeror may be given the opportunity to meet with the Commissioner or her designee, as the case may be, to support its submission. The Offeror may, but need not, be represented by counsel at such a meeting. Any and all issues concerning the manner in which the review process is conducted shall be determined solely by the Commissioner, or the Commissioner's designee. The Commissioner, or the Commissioner's designee, shall review the matter, and the Commissioner shall issue a written decision within twenty (20) business days after the close of the review process. If additional time for the issuance of the decision is necessary, the Offeror shall be advised of the delay and of the time frame within which a decision may be reasonably expected. The Commissioner's decision will be

communicated to the party in writing and shall constitute the Department's final determination in the matter.

In the event that an Offeror protests the selection decision, the Department shall continue contract negotiations regarding the terms and conditions of the agreement with the selected Offeror pending the outcome of the protest. Any Offeror whose Proposal might become eligible for a conditional award in the event that the intended selection is disqualified may be asked to extend the time for which their Proposal shall remain valid.

The Department reserves the right to determine and to act in the best interests of the State in resolving any post award selection protest.

11. Department of Civil Service Reservation of Rights

In addition to any rights articulated elsewhere in this IFB, the Department reserves the right to:

- a. Make or not make an award under the IFB, either in whole or in part.
- b. Prior to the bid opening, amend the IFB. If the Department elects to amend any part of the IFB, notification of the amendment will be provided to all prospective Offerors who submitted a Procurement Registration Form and/or a Procurement Lobbying Offeror's Affirmation of Understanding and Agreement (Exhibit I.K.) via e-mail, facsimile or mail. Any amendments will also be posted to: www.cs.ny.gov/BankingServices2016IFB/index.cfm
- c. Prior to the bid opening, direct Offerors to submit Proposal modifications addressing subsequent IFB amendments;
- d. Withdraw the IFB, at any time, in whole or in part, at the Department's sole discretion, prior to OSC approval of award of the contract.
- e. Waive any requirements that are not material;
- f. Disqualify any Offeror whose conduct and/or Proposal fails to conform to any of the mandatory requirements of the IFB;

- g. 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 an Offeror's Proposal and/or to determine an Offeror's compliance with the requirements of this IFB;
- h. Reject any or all Proposals received in response to this IFB, at its sole discretion;
- i. Change any of the scheduled dates stated in this IFB;
- j. Seek clarifications and revisions of Proposals;
- k. Establish programmatic and legal requirements to meet the Department's needs, and to modify, correct, and/or clarify such requirements at any time during the Procurement, provided that any such modifications would not materially benefit or disadvantage any particular Offeror;
- l. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the Offerors;
- m. For the purposes of ensuring completeness and comparability of the Proposals, analyze submissions and make adjustments or normalize submissions in the Proposal(s), including the Offeror's technical assumptions, and underlying calculations and assumptions used to support the Offeror's computation of costs, or to apply such other methods it deems necessary to make level comparisons across Proposals;
- n. Use the Proposal, information obtained through any site visits, management interviews, and the Department's own investigation of an Offeror's qualifications, experience, ability or financial standing, and any other material or information submitted by the Offeror in response to the Department's request for clarifying information, if any, in the course of evaluation and selection under this IFB;
- o. Negotiate with the successful Offeror within the scope of the IFB in the best interests of the Department;
- p. Utilize any and all ideas submitted in the Proposal(s) received;
- q. Conduct contract negotiations with the next responsible bidder, should the Department be

unsuccessful in negotiating with the selected Offeror; and

- r. Unless otherwise specified in the IFB, every offer is firm and not revocable for a minimum period of 365 days from the Proposal Due Date as set forth in the IFB.

12. Limitation of Liability

The Department is not liable for any cost incurred by any Offeror prior to approval of the Agreement by OSC. Additionally, no cost will be incurred by the Department for any prospective Offeror or Offeror's participation in any Procurement related activities.

The Department has taken care in preparing the data accompanying this IFB. However, the Department does not warrant the accuracy of the data; the numbers or statistics which appear in Exhibits referenced throughout this IFB which are for informational purposes only and should not be used or viewed by prospective Offerors as guarantees or representations of any levels of past or future performance or participation. Accordingly, prospective Offerors should rely upon and use such numbers or statistics in preparing their Proposals at their own discretion.

B. Compliance with Applicable Rules, Laws, Regulations, and Executive Orders

This Procurement is being conducted in accordance with, and is subject to, the competitive bidding laws of the State of New York (New York State Finance Law, Article 11) and it is governed by, at a minimum, the legal authorities referenced below. All Offerors must fully comply with the provisions and set forth in this Section II.B. of the IFB. The Department will consider for evaluation and selection purposes only those Offerors who agree to comply with these provisions whose Proposal contains the Statements, Formal Certifications, and Exhibits submissions required.

1. Public Officers Law

All Offerors and Offerors' employees and agents must be aware of and comply with the requirements of the New York State Public Officers Law ("POL"), particularly POL Sections 73 and 74, as well as all other provisions of New York State law, rules and regulations, and policy establishing ethical standards for current and former State employees. In signing its Proposal, each Offeror guarantees knowledge and full compliance with such provisions for purposes of this IFB and any other activities including, but not limited to, contracts, bids, offers, and negotiations. Failure to comply

with these provisions may result in disqualification from the Procurement process, termination, suspension or cancellation of the Agreement and criminal proceedings as may be required by law. Per IFB Section III.C, Offerors must submit an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations, by submitting a completed **Exhibit I.M** in the Offeror's Administrative Proposal.

2. Omnibus Procurement Act of 1994 and its 2000 Amendment

Offerors are hereby notified that, if their principal place of business is located in a foreign or domestic jurisdiction that penalizes New York State vendors, and if the goods or services they offer would be produced or performed substantially outside New York State, the Omnibus Procurement Act of 1994 and its 2000 amendments require that they be denied contracts which they otherwise could obtain. The list of jurisdictions subject to this provision is set forth in Article 20 of Appendix A.

3. 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

The Department has established a zero percent (0%) combined goal for the participation of MBEs and WBEs as subcontractors under the Agreement based on its review of the 2010 Disparity Study prepared for the New York State Department of Economic Development and its review of the Empire State Development M/WBE Directory. The Department found no certified firms in the commercial banking industry. In addition, the Department found no certified M/WBE firms that provide remittance processing services. However, the Offeror is encouraged to use its best efforts to solicit and obtain the participation of MBEs and WBEs as subcontractors on the Agreement. In furtherance of this goal, the Offeror is required to submit the following documents:

- A. An MWBE Utilization Plan – Form MWBE-100 (Exhibit I.O) 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 the Department.

- B. A Minority and Women-Owned Business Enterprises & Equal Employment Opportunity Policy Statement - Form M/WBE and EEO Policy Statement (Exhibit I.Q)

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor, 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.

The Bidder will be required to submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement (**Exhibit I.Q**), to the Department with their proposal.

To ensure compliance with this Section, the Bidder will be required to submit with its proposal an Equal Employment Opportunity Staffing Plan - Form EEO-100 (**Exhibit I.G**) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit an Equal Employment Opportunity Workforce Employment Utilization Compliance Report identifying the workforce actually utilized on the Contract, if known, through the New York State Contract System; provided, however, that a Bidder may arrange to provide such report via a non-electronic method by contacting the Department.

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

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

Per IFB Section III.C, executed copies of:

Exhibit I.G entitled "EEO Staffing Plan (form EEO-100),"

Exhibit I.O entitled, "MWBE Utilization Plan (form MWBE-100)," and

Exhibit I.Q entitled, "Minority and Women-Owned Business Enterprises & Equal Employment Opportunity Policy Statement,"

must be submitted as part of the Offeror's Administrative Proposal.

4. Americans with Disabilities Act

The Contractor will be required to assure its compliance with the Americans with Disabilities Act (42 USC§12101 et. seq.), in that any services and programs provided during the course of performance of the Agreement shall be accessible under Title II of the Americans with Disabilities Act, and as otherwise may be required under the Americans with Disabilities Act by submitting a completed Compliance with Americans with Disabilities Act form, **Exhibit I.N** in the Offeror's Administrative Section.

5. MacBride Fair Employment Principles Act & Non-Collusive Bidding Certification

In accordance with Chapter 807 of the Laws of 1992, Offerors must certify whether they or any individual or legal entity in which the Offeror holds a ten percent (10%) or greater ownership interest, or any individual or legal entity that holds a ten percent (10%) or greater ownership in the Offeror have business operations in Northern Ireland. If an Offeror does have business operations in Northern Ireland, they must certify that they are taking lawful steps in good faith to conduct such business operations in accordance with the MacBride Fair Employment Opportunity 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.

The Department also requires that Offerors certify that prices in their Proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition with any other Offeror or competitor. In addition, that unless required by law, the prices quoted in the Offeror's Proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly, indirectly, to any other Offeror or to any competitor. Offerors must also certify that no attempt has been made or will be made by the Offeror to induce any person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. An executed copy of the combined MacBride Act statement form and Non-collusive Bidding Certification, **Exhibit I.D** is required to be submitted in the Offeror's Administrative Section.

6. Vendor Responsibility Requirements – State Finance Law §163

New York State Finance Law §163 requires contracts for services and commodities be awarded on the basis of lowest price or best value “to a responsive and responsible Offeror.” Furthermore, §163(9)f requires the Department to make a determination of responsibility of the proposed Contractor prior to making an award.

To assist the Department in evaluating the responsibility of Offerors, a completed “**New York State Standard Vendor Responsibility Questionnaire**” must be submitted in the Offeror’s Administrative Proposal. A person legally authorized to represent the Offeror must execute the questionnaire. To the extent that the Contractor is proposing the use of Key Subcontractors or Affiliates (i.e., part of the Offeror’s proposed Account Team) and expected to receive more than \$100,000 in payments during the term of the Agreement, the Offeror must submit a completed “New York State Standard Vendor Responsibility Questionnaire” for each Key Subcontractor or Affiliate completed by a person legally authorized to represent the Key Subcontractor or Affiliate.

The Department recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System; however, vendors may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at: http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at: <https://portal.osc.state.ny.us>

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller’s Help Desk at 866-370-4672 or 518-408-4672 or by email at: itservicedesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Office of the State Comptroller’s Help Desk for a copy of the paper form.

7. Tax Law Section 5-a Certification Regarding Sales and Compensating Use Taxes

Section 5-a of the New York Tax Law requires that any contract valued at more than \$100,000 entered into by a State agency shall not be valid, effective, or binding against the agency unless the Contractor certifies to the Tax Department that it is registered to collect New York State and local sales and compensating use taxes, if the Contractor 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, the Contractor must certify to the Tax Department that each affiliate and subcontractor of such Contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. For the purpose of this requirement, "affiliate" means a person or organization which, through stock ownership or any other affiliation, directly, indirectly, or constructively controls another person or organization, is controlled by another person or organization, or is, along with another person or organization, under the control of a common parent. The Contractor also must certify to the procuring state entity that it filed the certification with the Tax Department and that the certification is correct and complete. Accordingly, in the event the value of the Agreement exceeds \$100,000, the Contractor must file a properly completed Form ST-220-CA, **Exhibit I.E** with the Department and a properly completed Form ST-220-TD, **Exhibit I.F** with the Department of Taxation & Finance before the Agreement may take effect. In addition, after the Agreement has taken effect, the Contractor must file a properly completed Form ST-220-CA with the Department if the Agreement's term is renewed. Further, a new Form ST-220-TD must be filed with the Department of Taxation & Finance if no ST-220-TD has been filed by the Contractor or if a previously filed Form ST-220-TD is no longer correct and complete.

Submission of these forms (ST-220CA and ST-220TD) is **NOT** required at time of Proposal submission however, the selected Offeror will be required to complete and submit these forms as a condition of contract award. These forms may also be found at:

http://www.tax.ny.gov/forms/sales_cur_forms.htm

8. Disclosure of Proposal Contents – Freedom of Information Law (FOIL)**NOTICE TO OFFEROR'S LEGAL COUNSEL**

All materials submitted by an Offeror in response to this IFB shall become the property of the Department and may be returned to the Offeror at the sole discretion of the Department. Proposals may be reviewed or evaluated by any person, other than one associated with a competing Offeror, designated by the Department. Offerors may anticipate that Proposals will be evaluated by staff and consultants retained by the Department and may also be evaluated by staff of other NYS agencies interested in the provision of the subject services including, but not limited to, the Governor's Office of Employee Relations and the Division of the Budget, unless otherwise expressly indicated in this IFB. The Department has the right to adopt, modify, or reject any or all ideas presented in any material submitted in response to this IFB.

To request that materials be protected from FOIL disclosure, the Offeror must follow the procedures below regarding the New York State Freedom of Information Law (FOIL). If an Offeror believes that any information in its Proposal or supplemental submission(s) constitutes proprietary and/or trade secret information and desires that such information not be disclosed if requested pursuant to the New York State Freedom of Information Law, Article 6 of the Public Officers Law, the Offeror must make that assertion by completing **Exhibit I.C "Freedom of Information Law – Request for Redaction Chart."** The Offeror must complete the form specifically identifying by page number, line, or other appropriate designation, the specific information requested to be protected from FOIL disclosure and the specific reason why such information should not be disclosed. Page 2 of Exhibit I.C contains information regarding appropriate justification for protection from FOIL disclosure. Vague, non-specific, summary allegations that material is proprietary or trade-secret are inadequate and will not result in protection from FOIL disclosure.

The completed **Exhibit I.C** must be submitted to the Department at the time of its Proposal submission; it should be included with the Requested Redactions (CD and Hard Copy), described below. It should not be included in the Offeror's Proposal. If the Offeror chooses not to assert that any Proposal material and/or supplemental submission should be protected from FOIL disclosure, the Offeror should so advise the

Department by checking the applicable box on **Exhibit I.C** and submitting it to the Department at the time of its Proposal submission, but separately from its Proposal. If a completed **Exhibit I.C** form is not submitted, the Department will assume that the Offeror chooses not to assert that any proposal material or supplemental submission, as applicable should be protected from FOIL disclosure.

The FOIL-related materials described herein will not be considered part of the Offeror's Proposal and will not be reviewed as a part of the Procurement's evaluation process.

Requested Redactions (CD and Hard Copy):

At the time of Proposal submission, the Offeror is required to identify the portions of its Proposal that it is requesting to be redacted, in accordance with the instructions below, to be used in the event that its Proposal is the subject of a Freedom of Information Law (FOIL) request received by the Department:

The Offeror must provide an electronic copy of the Administrative Proposal, the Cost Proposal and the Technical Proposal, each on a separate CD, which reflect the Offeror's requested redactions. Additionally, the Offeror must provide a separately bound hardcopy of each of the three (3) Proposal documents with redactions marked that are included on the CDs. The electronic documents must be prepared in PDF format using the Redaction Function in Adobe Acrobat Professional software, version 8 or higher. Each specific portion of the Proposal documents requested to be protected from FOIL disclosure must be identified using the Adobe **"Mark for Redaction" function; do not use the "Apply Redactions" function.** The resulting documents must show the Offeror's requested redactions as outlined, while the content remains visible. This will allow the Department to either apply or remove requested redactions when responding to FOIL requests. The documents included on the CD and in hard copy must be complete Proposals, including all Exhibits and Attachments. No section may be omitted from the CD or hard copy even if the entire section is requested to be redacted; such sections should be marked for redaction, not removed. For forms, exhibits and charts please mark for redaction only those cells/fields/entries that meet the criteria for protection from FOIL, not the entire page.

During the Proposal evaluation process, the Department may request additional information through clarifying letters and at management interviews. Any requested

redactions for additional written material provided by the Offeror in response to the Department's requests also must be submitted following the instructions, above.

9. Compliance with New York State Workers' Compensation Law

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that the Department shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with the Department, the selected Offeror and Key Subcontractor(s) or Affiliates, with more than \$100,000 in expected expenses over the life of the contract, if any, will be required to verify for the Department, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed in **Exhibit I.W** – Compliance with NYS Workers' Compensation Law. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers'

Compensation Board, Bureau of Compliance at 518-486-6307. You may also find useful information at their website: <http://www.wcb.ny.gov>.

Submission of the proof of workers' compensation and disability benefits insurance coverage is required at the time of Proposal submission. Failure to provide verification of either of these types of insurance coverage with the Offeror's Administrative Proposal may be grounds for disqualification of an otherwise successful Proposal.

To the extent that the Offeror is proposing the use of Key Subcontractors or Affiliates (i.e., part of the Offeror's proposed Project Team), the Offeror must verify for the Department, on forms authorized by the New York State Workers' Compensation Board, the fact that the Key Subcontractors or Affiliates are properly insured or are otherwise in compliance with the insurance provisions of the WCL.

10. Iran Divestment Act

By submitting a Proposal in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, Offeror/Contractor (or any assignee) certifies 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" list

("Prohibited Entities List") posted on the OGS website at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Offeror/Contractor is advised that should it seek to renew or extend an Agreement awarded in response to the solicitation, it must provide the same certification at the time the Agreement is renewed or extended.

During the term of the Agreement, should the Department of Civil Service receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Department of Civil Service 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 Department of Civil Service shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The Department of Civil Service reserves the right to reject any Proposal, 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.

11. New York Subcontractors and Suppliers

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the State and the nation. In recognition of their economic activity and leadership in doing business in New York State, Offerors for this contract for banking services or are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Offerors 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, to use responsible and responsive New York State businesses in utilizing services and technology.

Furthermore, Offerors are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects Offerors to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers. Offerors are required to complete **Exhibit I.U.2**, NYS Subcontractors and Supplies.

SECTION III: ADMINISTRATIVE SECTION

This section of the IFB sets forth the requirements for the Offeror's Administrative Section submission, including the Minimum Mandatory Requirements that must be satisfied to qualify an Offeror to be considered for selection. The Department will accept Proposals only from qualified Offerors and will consider for evaluation and selection purposes only those Proposals the Department determines to be in compliance with the requirements set forth in this Section III.

The Offeror's *Administrative Section* must respond to all of the following sections as set forth below in the order and format specified and using the forms set forth in the IFB, as applicable. Additional details pertaining to the required forms are found in Section II. B. Compliance With Applicable Rules, Laws, Regulations & Executive Orders.

The Administrative Section shall contain the following information, in the order enumerated below:

A. Formal Offer Letter

At this part of its Administrative Section, the Offeror shall submit a formal offer in the form of the "**Formal Offer Letter**" as set forth in **Exhibit I.S.** The formal offer must be signed and executed by an individual with the capacity and legal authority to bind the Offeror in its offer to the State. Each of the two copies of the Offeror's Administrative Section marked "ORIGINAL" requires a letter with an original signature; the remaining copies of the Offeror's Administrative Section may contain photocopies of the signature. The Offeror must accept the terms and conditions as set forth in IFB, Section VII and Appendices A, B, C and D.

(Note: Appendix A, "Standard Clauses for New York State Contracts" is basically a compilation of statutory requirements applicable to all persons and entities contracting with the State and therefore has been deemed to be non-negotiable by the Offices of the Attorney General and the NYS State Comptroller. Appendix B, "Standard Clauses for All Department Contracts", Appendix C, "Third Party Connection and Data Exchange Agreement" and Appendix D, "Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures" are compilations of standard clauses/requirements for the contracts and also are non-negotiable.) If an Offeror proposes to include the services of a Key Subcontractor(s) or Affiliate(s), the Offeror shall be required

to assume responsibility for those services as “Prime Contractor.” The Department will consider only the Prime Contractor in regard to contractual matters.

B. Minimum Mandatory Requirements

The Department will only accept Proposals from Offerors that attest and demonstrate through current valid documentation to the satisfaction of the Department that the Offeror meets the Proposal’s Minimum Mandatory Requirements set forth herein this Section III.B. At this part of its Administrative Section, the Offeror must submit a completed **Exhibit I.T “Offeror Attestations Form”** representing and warranting that:

1. The Offeror as of the Proposal Due Date, possesses the legal capacity to enter into a contract with the Department;
2. The Offeror understands and agrees to comply with all specific duties and responsibilities set forth in Section IV of this IFB;
3. The Offeror must represent and warrant that it possesses adequate qualified staffing resources, financial resources and organization to perform the type, magnitude and quality of work specified herein this IFB;
4. The Offeror must represent and warrant that it has maintained an organization capable of performing that portion of Project Services to be rendered by the Offeror in continuous operation for at least the past three (3) years. If the Contractor is proposing the use of a Key Subcontractor or Affiliate, the Offeror must also represent and warrant that the Key Subcontractor or Affiliate has maintained an organization capable of performing that portion of Project Services to be rendered by the Key Subcontractor or Affiliate in continuous operation for at least the past three (3) years;
5. The Offeror must represent and warrant that it has provided or is currently providing services similar in scope to that portion of Project Services to be rendered by the Offeror, during the last three (3) years for the benefit of, at a minimum, (3) entities. If the Contractor is proposing the use of a Key Subcontractor or Affiliate, the Offeror must also represent and warrant that the Key Subcontractor or Affiliate has provided or is currently providing services similar in scope to that portion of Project Services to be rendered by the Key Subcontractor or Affiliate, during the last three (3) years for the benefit of, at a minimum, (3) entities;

6. The Offeror must be a commercial bank or trust company chartered under Article III of New York Banking Law, or a national bank. The Offeror must possess and the Contractor must maintain throughout the term of the Agreement the authority to accept deposits held in the name of the State of New York and must agree to pledge securities as collateral for New York State deposits as the State's Fiscal Agent in accordance with Section 105 of NYS Finance Law, satisfactory in form and amount to the State of New York for the repayment of such deposits;
7. At time of bid, the Offeror must have and the Contractor must maintain throughout the term of the Agreement a Kroll rating of at least a C+. Failure of the Contractor to maintain at least a C+ during the term of the Agreement may, at the Department's sole discretion, result in termination of the Agreement for cause;
8. The Offeror must agree to and the Contractor must make all deposited funds available within one (1) Business Day of deposit for transfer into the State treasury;
9. At time of contract execution, the Offeror must have on file with the Office of the State Comptroller (OSC), and the Contractor must maintain throughout the term of the Agreement, a "State of New York Undertaking for Bank Deposits and Assignment of Securities";
10. The Offeror must represent and warrant that all information provided by the Offeror in connection with its Proposal is true and accurate and that none of the IFB Exhibits completed by the Offeror and which are incorporated in its Proposal have been altered in any manner so as to change, in any way, the Department's requirements as originally set forth therein; and
11. The Offeror must provide a copy of all bank agreements that may be necessary to perform the Project Services outlined in the IFB. The Offeror's Proposal must state the Offeror's willingness to negotiate the terms of the(se) bank agreement(s) with the State.

C. Exhibits

At this part of its Administrative Section the Offeror must complete and submit the various Exhibits specified in Section II.B and Section III of this IFB, in satisfaction of the regulatory requirements described therein. A listing of the required Exhibits is set forth below:

Exhibit Name	Exhibit
Proposal Submission Requirement Checklist	Exhibit I.A
MacBride Statement and Non-Collusive Bidding Certification	Exhibit I.D
EEO Obligations – Offeror Certification of Compliance	Exhibit I.G
Offeror’s Affirmation of Understanding and Agreement	Exhibit I.K*
Compliance with Public Officer’s Law Requirements	Exhibit I.M
Compliance with Americans with Disabilities Act	Exhibit I.N
MWBE Utilization Plan (form MWBE-100)	Exhibit I.O
Certificate of Compliance Pursuant to State Finance Law §139-k	Exhibit I.P
MWBE and EEO Policy Statement	Exhibit I.Q
Formal Offer Letter	Exhibit I.S
Offeror Attestations Form	Exhibit I.T
Project Services Attestations Form	Exhibit I.T.1
Performance Guarantees Attestations Form	Exhibit I.T.2
Key Subcontractors or Affiliates	Exhibit I.U.1
NYS Supplier and Subcontractor	Exhibit I.U.2
Client References	Exhibit I.V

***Note: If not already provided to the Department by the time of Proposal submission, the Offeror shall enclose a completed Exhibit I.K - Offeror’s Affirmation of Understanding and Agreement, with their Administrative Section.**

D. Key Subcontractors or Affiliates

At this part of its Administrative Section, the Offeror must provide a statement identifying all Key Subcontractors or Affiliates, if any, that the Offeror will be contracting with to provide Project Services and must, for each such Key Subcontractor or Affiliate identified, complete and submit **Exhibit I.U.1**; “Key Subcontractors or Affiliates”:

1. Provide a brief description of the services to be provided by the Key Subcontractor or Affiliate; and
2. Provide a description of any current relationships with such Key Subcontractor or Affiliate and the clients/projects that the Offeror and Key Subcontractor or Affiliate are currently servicing under a formal legal agreement or arrangement, the date when such services began and the status of the project.

The Offeror must indicate whether or not, as of the date of the Offeror's Proposal, a subcontract (or shared services agreement) has been executed between the Offeror and the Key Subcontractor or Affiliate for services to be provided by the Key Subcontractor or Affiliate relating to this IFB. If the Offeror will not be subcontracting with any Key Subcontractor(s) or Affiliate(s) to provide Project Services, the Offeror shall provide a statement to that effect.

E. Business Participation Opportunities for MWBEs

The Department has established a zero percent (0%) combined goal for the participation of MBEs and WBEs as subcontractors under the Agreement based on its review of the 2010 Disparity Study prepared for the New York State Department of Economic Development and its review of the Empire State Development M/WBE Directory. The Department found no certified firms in the commercial banking industry. In addition, the Department found no certified M/WBE firms that provide remittance processing services. However, the Offeror is encouraged to use its best efforts to solicit and obtain the participation of MBEs and WBEs as subcontractors on the Agreement. In furtherance of this goal, the Offeror is required to submit the following documents:

- A. An MWBE Utilization Plan – Form MWBE-100 (Exhibit I.O) 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 the Department.
- B. A Minority and Women-Owned Business Enterprises & Equal Employment Opportunity Policy Statement - Form M/WBE and EEO Policy Statement (Exhibit I.Q)

F. Reference Checks

At this part of its Administrative Section, for the purpose of reference checks, the Offeror shall list two (2) references of current clients and one (1) reference of a former client for a total of three (3) references for which the Offeror has supplied Banking Services similar to those required in this IFB. It is preferred that one (1) of the three (3) references be from a governmental client. If the Offeror has no former clients to include as references, the Offeror shall include a statement attesting to that fact. Otherwise, the Offeror shall include, at

minimum, one (1) former client as a reference for which the Offeror has supplied services similar in nature to those required in this IFB. If the Offeror is proposing any Key Subcontractors or Affiliates, the references should be with clients for whom the Offeror and Key Subcontractor or Affiliate have jointly supplied services similar to those described in this IFB. For each Reference provided the Offeror must complete and submit **Exhibit I.V**, entitled "Client References." The Offeror shall be solely responsible for providing contact names and phone numbers that are readily available to be contacted by the State. The Offeror shall also indicate what participation, if any, the Project Manager and each key staff person proposed for this project had in the referenced services.

G. Financial Statements

As part of its Administrative Section, the Offeror must provide a copy of the Offeror's last issued GAAP annual audited financial statement. A complete set of statements, not just excerpts, must be provided. Additionally, for each Key Subcontractor or Affiliate, if any, that provides any of the Project Services; which are the subject matter of this IFB, provide the most recent GAAP annual audited statement. If the Offeror, or a Key Subcontractor or Affiliate, is a privately held business and is unwilling to provide copies of their GAAP annual audited financial statements as part of their Proposal, the Offeror/Key Subcontractor/Affiliate must make arrangements for the Procurement evaluation team to review the financial statements. **Note:** If financial statements have not been prepared and/or audited, the Offeror /Key Subcontractor or Affiliate must provide the following as part of its Administrative Section: a letter from a bank reference attesting to the Offeror/Key Subcontractor/Affiliate's financial viability and creditworthiness. (Note: For purposes of this reference, the Offeror may not give as a reference, a parent or subsidiary company, a partner or an Affiliate organization.) The letter must include the bank's name, address, contact person name and telephone number and it must address, at a minimum, the following items:

1. A brief description of the business relationship between the parties (i.e., the Offeror/Key Subcontractor/Affiliate and the bank), including the duration of the relationship and the Offeror's current standing with the bank. For example: "*The (Offeror/Key Subcontractor/Affiliate's name) is currently and has been for "x" number of years a client in good standing;*"
2. A description of any ownership/partner relationship that may exist between the parties, if any. (**Note:** One party cannot be the parent, partner or subsidiary of the other, nor can

one party be an affiliate of the other); and,

3. Any other facts or conclusions the bank may deem relevant to the State in regard to the bank's assessment of the Offeror /Key Subcontractor/Affiliate's financial viability and creditworthiness concerning the nature and scope of the Project Services, which are the subject matter of this IFB, and the Parties (i.e., Department, and the Offeror or the Offeror and Key Subcontractor or Affiliate) contractual obligations should the Offeror be awarded the resultant contract.

SECTION IV: TECHNICAL SECTION

This Section of the IFB sets forth the Offeror's responsibilities in regard to the content of the Technical Section of the Offeror's Proposal and the services which are subject of this IFB. The Offeror must provide responses in the Technical Section that confirm the Offeror will satisfy all of the "Contractor's Responsibilities" requirements set forth in Section IV.A.1 of the IFB and also, as part of its Administrative Section, submit a completed **Exhibit I.T.1** "Project Services Attestations Form." Failure of the Offeror to satisfy all requirements set forth in this Section IV of the IFB may result in a determination by the Department that the Offeror is non-responsive.

Note: Numbers, data, or statistics which may appear in the exhibits referenced throughout this IFB are for informational purposes only and should not be used or viewed by prospective Offerors as guarantees or representations of any levels of past or future performance or participation.

A. Contractor's Responsibilities:

During the term of the Agreement, the Contractor will be responsible for the performance of all those services/tasks as set for in this Section IV.A of the IFB.

1. **Account Team:** Throughout the term of the Agreement, the Contractor must:
 - a. Maintain an organization of sufficient size with staff that possesses the necessary skills and experience to administer, manage, and oversee all aspects of the Project during implementation, operation and transition.
 - (1) The account team must be comprised of qualified and experienced individuals who are acceptable to the Department and who are responsible for ensuring that the operational and information technology resources are in place to operate the Project in an efficient manner; and
 - (2) The Contractor must ensure that there is a process in place for the account team to gain immediate access to appropriate corporate resources and senior management necessary to meet all Project requirements and to address any issues that may arise during the performance of the Agreement.

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- (3) The Contractor's account team must be experienced, accessible and sufficiently staffed to:
- (a) Provide timely responses (within one Business Day) to administrative concerns and inquiries posed by the Department regarding payment processing for the duration of the Agreement to the satisfaction of the Department;
 - (b) Immediately notify the Department, in writing, of actual or anticipated events impacting Project delivery of services such as, but not limited to, legislation, litigation, and operational issues;
 - (c) Provide advice and recommendations regarding Project Services, including but not limited to technological improvements and innovation, with the understanding that the Department is under no obligation to act on such advice or recommendations; and
 - (d) Ensure that the Project is in compliance with all legislative and statutory requirements. If the Contractor is unable to comply with any legislative or statutory requirements, the Department must be notified in writing immediately.

2. Project Implementation: During the 60-day Implementation Period of the Project, the Contractor must:

- a. Develop and update, as needed, a written implementation plan for the Project. The implementation plan must be detailed and comprehensive and demonstrate a firm commitment by the Contractor to complete all implementation activities within the 60-day implementation period. The Department will provide direction to the Contractor, as needed, during the implementation period.
- b. Undertake and complete all implementation activities, including but not limited to those specific activities set forth below in this Section IV.A.2.b. Such implementation activities must be completed no later than the first day of the month following a 60-day implementation period after the Office of the State Comptroller approves the Agreement and includes:

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- (1) Providing two (2) Remote Deposit Capture scanners to be located at the Department for the duration of the Agreement, to be used for all non-lockbox deposits scanned by the Department;
 - (2) Providing two (2) United States Postal Service (USPS) Lockboxes, which must be located in the continental United States (one Lockbox is for the collection of Enrollee payments, the second Lockbox is for the collection of Agency payments). The addresses for the Lockboxes must be provided to the Department (45) forty-five days prior to the Implementation date. The Lockboxes must be located near the bank's processing center and are not required to be in New York State. However, it is preferred that the bank have a branch in New York State for emergency transactions;
 - (3) Testing and implementing, at the discretion of the Department, two (2) Electronic Lockboxes, or an alternate receivable system, for the New York State Health Insurance Program account for the collection of premium payments submitted electronically by Enrollees and Agencies; and
 - (4) Establishing an electronic interface with the Department to securely transfer payment information in a manner that can be programmatically posted to individual Enrollee or Agency accounts.
- 3. Lockbox Services (non-Electronic):** Throughout the term of the Agreement, the Contactor is responsible for all Lockbox services for two (2) Lockboxes including, but not limited to, the Project Services listed below. It is required that the Contractor process items within the timeframes indicated. However, it is understood that due to circumstances beyond the Contractor's control, a slight delay in processing transactions may occur and the Department expects these delays to be resolved as soon as possible. In those instances, the Contractor is required to notify the Department in writing immediately of any such delay and take immediate steps to rectify and process receipts. Any determination of either delay or circumstance beyond the Contractor's control will be at the sole discretion of the Department.
- a. Securing and maintaining two (2) United States Postal Service (USPS) Lockboxes located near the bank's processing center;

- b. Utilizing effective controls to ensure only a five (5) digit numerical code, as assigned by the Department, is used for processing Agency payments received by the Lockbox;
- c. Timely and accurately processing all Lockbox items on the Business Day they are retrieved from each Lockbox; and
- d. Imaging and physically forwarding to the Department all unprocessable items, including checks, money orders and any foreign negotiable instruments that do not state "payable in U.S. Funds".

4. Electronic Lockbox Services: Throughout the term of the Agreement, the Contactor is responsible for all Lockbox services for two (2) Electronic Lockboxes including, but not limited to, the Project Services listed below. It is required that the Contractor process items within the timeframes indicated. However, it is understood that due to circumstances beyond the Contractor's control, a slight delay in processing transactions may occur and the Department expects these delays to be resolved as soon as possible. In those instances, the Contractor is required to notify the Department in writing immediately of any such delay and take immediate steps to rectify and process receipts. Any determination of either delay or circumstance beyond the Contractor's control will be at the sole discretion of the Department.

- a. Shall set up and maintain two (2) Electronic Lockboxes or alternate receivable system for the Department, to enable enrollees and agencies to make direct payment by ACH through online banking accounts;
- b. Utilizing effective controls to ensure only a five (5) digit numerical code, or other coding mutually agreed to by the Department and the Contractor, is used for processing Agency payments received by the Electronic Lockbox; and
- c. Timely accepting and processing all Electronic Lockbox items on the Business Day they are transmitted to each Electronic Lockbox.

5. **Non-Lockbox Services:** Throughout the term of the Agreement, the Contractor:
- a. Shall provide the Department with, and maintain, two (2) Remote Deposit Capture scanners; and
 - b. Shall accurately process and deposit all non-Lockbox deposits scanned by the Department into the Remote Deposit Capture scanners by 5 pm ET on the Business Day they are transmitted to the Contractor.
6. **Check, Money Order, Wire Transfer and ACH Payment Processing:** Throughout the term of the Agreement, the Contractor:
- a. Shall post all deposits on the Business Day retrieved/received and make funds available within one (1) Business Day of deposit;
 - b. Shall accept and accurately process wire transfers from Agencies and Enrollees;
 - c. Shall create an image and make available to the Department via a secure internet application, checks/money orders that arrive at one of the Lockboxes as follows:
 - i. Without remittance advice documents
 - ii. Single check or money order is accompanied by more than one remittance
 - iii. Multiple checks or money orders are accompanied by one remittance

Upon receipt, the Department will: 1) Process the information and resubmit to the Contractor for deposit via the secure internet application or, 2) Reject the payment as unprocessable.

Amended November 30, 2015

- d. Shall image and physically forward to the Department all items deemed unprocessable in accordance with the Offeror's standard banking procedures as approved by the Department (or as agreed to by the Department and the Offeror). The Offeror must deliver unprocessable items **and correspondence** to the Department by **first class (USPS) mail the next Business Day using an overnight delivery courier**; and
- e. Shall image and forward to the Department unprocessable foreign negotiable instruments that do not state "payable in U.S. funds".

7. **Reporting:** Throughout the term of the Agreement, the Contractor must:
- a. Provide access to an Online Banking Portal for up to five (5) designated Department staff to perform banking activities including, but not limited to: access to weekly statements; access to all transaction types; and access to all return check items;
 - b. Make available, either electronically or through secure online access, accurate reports of payment transaction deposits as required by the Department for its use in the review, management and analysis of the payment transactions;
 - c. Implement quality control measures to verify the accuracy of all reports produced;
 - d. Make available separate data files for each of the four (4) Lockboxes (two non-Electronic and two Electronic Lockboxes), remote deposit capture deposits, wire transfers, and ACH payments;
 - e. Provide ad hoc reports and other data analysis at no additional cost;
 - f. Supply reports in an electronic format including but not limited to Microsoft Access, Excel and/or a text file that allows the Department to load the report to its mainframe or PC based computer system and to print the reports, as needed. The primary reports and data files are listed under Daily, Monthly and Quarterly Reports;
 - g. Be able and willing to modify existing procedures/reports and/or develop new procedures/reports in cooperation with the Department; and
 - h. With regard to the electronic transfer of data:
 - (1) Be capable of receiving and transmitting data in a secure electronic format and on a schedule mutually agreed upon by the Contractor and the Department;
 - (2) Be able to transmit data in the formats required by the file layouts in IFB, Exhibits II.A and II.B;
 - (3) Maintain a HIPAA compliant level of security to protect the confidentiality of information on the Contractor's computer system and in the Contractor's physical work environment; and

- (4) Have a disaster recovery plan in place to reasonably ensure the continued delivery of Project Services in the case of an unforeseen event, including but not limited to a disaster or emergency.

Daily Reports/Files

Payment Detail Transaction Files – The Contractor must provide, in a format acceptable to the Department, four separate Payment Detail Transaction Files for Lockbox transactions (2 non-Electronic and 2 Electronic Lockboxes). The Payment Detail Transaction Files must be electronically transmitted to the Department, or be available to retrieve from the Contractor using a secure internet connection, by midnight ET on the day of the deposit. Refer to Exhibits II.A and II.B for report specifications.

Payment Detail Transaction Reports – The Contractor must provide, in a format acceptable to the Department, a Payment Detail Transaction Report with the deposits for each Lockbox (2 non-Electronic and 2 Electronic Lockboxes), wire transfers, ACH payments, and remote capture deposits, for each payment type (enrollee and agency). The Payment Detail Transaction Reports must be made available within one (1) Business Day of deposit. The reports can be made available through a secure internet connection or transmitted electronically in a secure format to the Department. Preference is for the reports to be delivered, or convertible to, Microsoft Excel format. The report should include functionality to allow the sorting/searching on the unique fields of each transaction. Refer to Exhibit II.F for report specifications.

Daily Balance Report – The Office of the State Comptroller (OSC), Cash Management Unit requires on-line access using a secure internet connection to the account for previous day balance reporting and funds transfer capabilities. Balance reporting must include ledger balance, available balance, and previous day detailed activity. The reporting must be available in BAI2 format. The report must be available by 10 a.m. ET the Business Day following the day of deposit.

Image Payment Remittance Forms, Checks and Correspondence File – The Contractor must image and store each individual payment remittance form, check or money order, and any correspondence, including envelopes (**where an address change is indicated**) received in the Department's designated Lockboxes (non-Electronic Lockboxes). The Contractor must make online capability to search, download and print documents using a secure internet connection for specific individual payment remittance form/check/correspondence available to the Department. Imaged documents must be made available for online retrieval within 24 hours of imaging and remain available for the entire duration of the Agreement plus one (1) full year after the termination of the Agreement.

Monthly Report Files:

Transaction Summary Report -- The Contractor must provide, in a format acceptable to the Department, a Transaction Summary Report of daily deposits for four (4) Lockboxes (2 non-Electronic and 2 Electronic Lockboxes), remote deposit capture deposits, wire transfers and ACH payments within five (5) Business Days following the end of the month. The report can be made available using a secure internet connection or transmitted electronically in a secure format to the Department. Preference is for the report to be delivered or convertible to Microsoft Excel format. The report should include functionality to allow the sorting/searching on the unique fields of each transaction. Refer to Exhibit II.G for report specifications.

Account Analysis Statement – The Office of the State Comptroller (OSC), Cash Management Unit requires on-line access to a monthly account analysis statement using a secure internet connection itemizing all charges with volume and detailed unit costs; the statement must be provided in an 822 electronic account analysis format. The statement must be available by the 15th day of the month following the month for which the statement is created.

Quarterly Reports/Files:

Quarterly Performance Guarantee Report – The Contractor must provide, in a format acceptable to the Department, quarterly Performance Guarantee reports that detail the Contractor's compliance with each of the Performance Guarantees stated

in this IFB. Statistical documentation of compliance should be included in these reports. The reports are due fifteen (15) Business Days after the end of the quarter for which the reports are being generated.

8. Performance Guarantees

- a. The Parties agree that the following guarantees and the corresponding credit amounts for failure to meet the Contractor Performance Guarantees shall be implemented effective the first day of the month following a sixty (60) day implementation period after the Office of the State Comptroller approves the Contract. The Offeror must submit as part of its Administrative Section a completed **Exhibit I.T.2** "Performance Guarantees Attestations Form."

(1) Implementation and Start-up Guarantee and Credit Amount

- (a) Guarantee: The Contractor guarantees that all Implementation and Start- Up activities listed in Section IV.A.2.b. will be in place on the date agreed to in the Implementation Plan.
- (b) Credit Amount: If the Contractor fails to complete all implementation and start-up activities within the Implementation Period, the Contractor shall credit against the Project's fees one thousand two hundred fifty dollars (\$1,250) per Day that the Contractor fails to assume full operational responsibility to the satisfaction of the Department.

(2) Lockbox Retrieval Guarantee and Credit Amount

- (a) Guarantee: The Contractor guarantees that 100% of the items (receipts) in the Department's Lockboxes (including Electronic Lockboxes) will be retrieved each Business Day.
- (b) Credit Amount: As determined in the Department's sole discretion, if 100% of the items (receipts) in the Department's Lockboxes (including Electronic Lockboxes) are not retrieved each Business Day, the Department will be reimbursed for any expenses and/or loss of revenue for failure to meet this standard.

(3) Lockbox Processing Guarantee and Credit Amount

- (a) Guarantee: The Contractor guarantees that 100% of the items deemed processable in accordance with the Offeror's standard banking procedures, will be accurately scanned, or data entered and payment information securely transferred to the Department each Business Day.
- (b) Credit Amount: As determined in the Department's sole discretion, if processable receipts are not accurately scanned, or data entered and posted to the correct Enrollee or Agency account each Business Day, the Department will be reimbursed for any expenses and/or loss of revenue for failure to meet this standard.

(4) Deposit Guarantee and Credit Amount

- (a) Guarantee: The Contractor guarantees that all payments retrieved from the Lockboxes (including Electronic Lockboxes), and deposits scanned by the Department by 5:00 pm, will be accurately posted to the correct account on the Business Day retrieved.
- (b) Credit Amount: As determined in the Department's sole discretion, for payments not accurately posted to the correct account on the Business Day received, the Department will be reimbursed for any expenses and/or loss of revenue for failure to meet this standard.

(5) Deposit Funds Availability Guarantee and Credit Amount

- (a) Guarantee: The Contractor guarantees that all funds deposited are available within one (1) Business Day of deposit for transfer into the State treasury.
- (b) Credit Amount: If the Contractor fails to fully meet this guarantee, the Contractor shall credit against the Project's fees \$100 per Day, that all funds deposited are not available within one (1) Business Day of deposit for transfer into the State treasury.

(6) Data File Guarantee and Credit Amount

- (a) Guarantee: The Contractor guarantees the availability of daily Business Day electronic files for retrieval by midnight ET for each Lockbox, wire transfer, ACH payment and remote capture deposit, giving daily item counts and monetary totals in an EDP format that enables the Department to load information to its mainframe or PC based computer system.
- (b) Credit Amount: If the Contractor fails to fully meet this guarantee, the Contractor shall credit against the Project's fees \$100 for each Business Day, that daily Business Day electronic files are not available for retrieval by midnight ET for each Lockbox, wire transfer, ACH payment and remote capture deposit, giving daily item counts and monetary totals in an EDP format that enables the Department to load information to its mainframe or PC based computer system.

9. Billing and Payment: Throughout the term of the Agreement, the Contractor must:

- a. Charge only those fees/expenses as quoted by the Offeror in the Offeror's IFB, **Exhibit V** entitled, "**Schedule of Fees and Expenses - Direct Fee**". All costs associated with the delivery of Project Services in accordance with requirements of this IFB must be incorporated into the categories shown in **Exhibit V**. No other add-on costs are permitted.
- b. Charge fees/expenses based on the actual monthly volumes of transactions. The Contractor will be reimbursed monthly for these services based on items processed for the preceding month.
- c. Certify the accuracy of all Contractor invoices prior to their submission to the Department.

B. Technical Section Submission Requirements

The Technical Section of the Offeror's Proposal shall include separate responses to each of the following requirements pertaining to substance and general content:

1. Executive Summary

The Offeror must submit an Executive Summary that describes its capacity to administer the NYSHIP Banking Services Project. The Executive Summary must include:

- a. The name and address of the Offeror's main and branch offices and the name of the senior officer who will be responsible for this account;
- b. A description demonstrating its understanding of the requirements presented in the IFB, and how the Offeror can assist the Department in accomplishing its objectives;
- c. A statement explaining the Offeror's and the Offeror's Key Subcontractor's previous experience managing the Banking Services of other state governments or large public entities or any other organizations with over 11,000 payment remittances per month; and
- d. An explanation of how the following administrative and operational components will be performed by the Offeror. Include an organizational chart explicitly detailing responsibility for the following functions:
 - (1) Account Team
 - (2) Implementation
 - (3) Lockbox Services (including Electronic Lockboxes)
 - (4) Non-Lockbox Services
 - (5) Check, Money Order, Wire Transfer & Automated Clearing House (ACH) Payment Processing
 - (6) Reporting

If the proposed organizational structure has been used in administering the program of another client, provide the client's name and include the client as a reference as required in Exhibit I.V.

2. Account Team

- a. Provide an organizational chart and description illustrating how you propose to administer, manage, and oversee all aspects of the Project. Include the following:
 - (1) Reporting relationships and the responsibilities of each key position of the account team and how the team will interact with other departments such as Lockbox services, payment processing, and reporting within your organization. Describe how the account team interfaces with senior management and ultimate decision makers within your organization; and
 - (2) Where will your account services, Lockbox services, payment processing, and reporting staff be located, and approximately how many staff members will work in each functional area?
- b. Describe how the account team will have access to larger corporate resources as well as upper level management. What tools and resources are available to the account team to manage the Project? What tools will be available to the Department to work with the dedicated account team to manage the Project?

3. Project Implementation

Provide an implementation plan (via a detailed narrative, diagram, and timeline) that results in the implementation of all Project services by the Implementation Date, including but not limited to: roles, responsibilities, estimated timeframes for individual task completion, testing dates and objectives, and areas where complications may be expected. For all tasks that require Department review and approval, a minimum review period of five (5) Business Days must be built into the implementation plan. Include key activities such as report generation, payment processing, testing, and coordination with the Office of the State Comptroller.

4. Lockbox Services

- a. Describe the Offeror's proposed process to ensure timely and accurate processing of all items received through the Department's Lockboxes (including Electronic Lockboxes). Include the Offeror's approach for items that cannot be processed.
- b. What tools or resources does the Offeror propose to assist the Department in reconciling payments credited to Enrollee and Agency accounts?

5. Non-Lockbox Services

- a. Describe the Offeror's proposed process to ensure all non-Lockbox deposits scanned by the Department into the Remote Deposit Capture scanners provided by the Offeror will be posted to the Department's bank account on the same Business Day.
- b. Describe the support the Offeror will provide the Department to ensure accurate processing by the Remote Deposit Capture scanners, including: training, troubleshooting, and maintenance.

6. Check, Money Order, Wire Transfer and ACH Payment Processing

- a. Describe the Offeror's capability to timely process and deposit Lockbox receipts, remote deposits scanned by the Department, wire transfer and ACH payments.
- b. Describe the Offeror's standard banking procedures for determining the processability and non-processability of remittances including checks, money orders, and wire transfers.

7. Reporting

- a. Describe the Offeror's proposed processes/procedure to produce and verify the accuracy of reports and files.
- b. Provide samples of the reports and data files the Offeror proposes to provide in satisfaction of the requirements set forth in IFB, Section IV.A.7.f.

SECTION V: COST SECTION**A. Introduction**

As described in this IFB, the costs associated with the Banking Services Project include lockbox services, use of remote deposit capture scanners, and deposit services. Any and all administrative costs associated with required Banking Services duties and requirements, including implementation and reporting must be included in the fee quotes for the above services. Section V presents the Cost Section assumption and submission requirements as well as the requirements concerning the financial transactions.

B. Cost Section assumption

The following presents the Cost Section assumption for use by each Offeror in completing the Schedule of Banking Services Fees and Expenses, Exhibit V:

1. The State of New York will pay the Contractor for Project Services rendered by "**Direct Fee**" payments;
2. For Project Services rendered during the term of the Agreement, the sole and exclusive fees/expenses chargeable to and payable by the State under the Agreement will be those as quoted by the Offeror in the Offeror's IFB, **Exhibit V** entitled, "**Schedule of Fees and Expenses - Direct Fee**". All costs associated with the delivery of Project Services in accordance with requirements of this IFB must be incorporated into the categories shown in **Exhibit V**. No other add-on costs are permitted;
3. Prices quoted must **not** include any FDIC fees. The Department may elect to pay for FDIC fees as an add-on to the Agreement or may include the FDIC fees in the overall existing banking relationship with the Contractor and pay for them by Direct Fee;
4. DCS shall render payment for invoices under the Agreement in accordance with standard State procedures and practices. The Contractor shall certify the accuracy of all Contractor invoices prior to their submission to the Department and the Department will make best efforts to process all acceptable invoices within thirty (30) days of their receipt; however, failure to make payment within said

timeframe shall not be considered a breach of contract. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law;

5. Submission of an invoice and payment thereof shall not preclude the Department from seeking reimbursement or demanding a price adjustment in any case where Project Services, as delivered, are found to deviate from the terms and conditions of the Agreement;
6. The following procedure will be used to determine the compensation paid to the Contractor by Direct Fee:

For compensation to the Contractor on a **Direct Fee** basis, the State may choose to either offset the fee payment with Earnings Credits (as hereinafter defined) or request Earnings Credits from the Contractor. All excess Earnings Credits on a monthly basis must be carried forward to offset future payments throughout the term of the Agreement. Earnings Credits (EC) are to be calculated using the following formula:

EC = (average available account balance) x (1-RR) x (**ECR**) x **Time**

RR = Federal Reserve Bank Reserve Requirement % (currently 10%)

ECR = Earnings Credit Rate, described below.

Time = number of days in month/365

The Earnings Credit Rate (ECR) is the monthly average investment yield on the three-month U.S. Treasury Bill, as determined at the weekly auction and at treasury.gov. The Earnings Credit Rate shall be determined by OSC each month and confirmed with the Contractor. Payment made for services rendered on a **Direct Fee** basis should be billed by the Contractor to the State and will be paid in accordance with the voucher and audit procedures established by OSC and the Department, as amended.

7. Historical lockbox activity is provided in Exhibit II.C. Payments will be based on the actual monthly volumes, and the Offeror will be paid monthly for these services based on items processed for the preceding month.

C. Required Submission

The Offeror must complete and submit **Exhibit V Schedule of Fees and Expenses - Direct Fee.**

SECTION VI: EVALUATION AND SELECTION CRITERIA

The Department will evaluate Offerors' Proposals in accordance with provisions set forth in this Section VI of the IFB. Contract award under this IFB shall be made to the Offeror with the Lowest Evaluated Cost Proposal, among responsible and responsive Offerors.

On or after the Proposal Due Date and Time as set forth in IFB, Section II.A.1, all timely Proposals accepted by the Department will be opened and recorded. The projected five-year contract cost for each Offeror shall be calculated by the Department using the fee quotes submitted on Exhibit V by each Offeror and normalized transaction utilization as determined by the Department. The Department will verify that the Offeror with the Lowest Evaluated Cost Proposal is responsive and the Offeror is responsible and will award the contract accordingly. Responsive means that the Proposal meets all mandatory requirements and specifications of the IFB. If the Offeror with the lowest cost Proposal is not found to be responsive and/or responsible, that Offeror's Proposal will be rejected and the next lowest cost Proposal/Offeror will be reviewed to determine responsiveness and responsibility.

SECTION VII: AGREEMENT PROVISIONS**AGREEMENT NO. C000XXX**

THIS Agreement is entered into by and between the New York State Department of Civil Service (“Department” or DCS), having its principal office at Empire State Plaza, Agency Building #1, Albany, NY 12239 and _____ (“Contractor”), a corporation authorized to do business in the State of New York with a principal place of business located at _____, and collectively referred to as “the Parties.”

WITNESSETH

WHEREAS, Civil Service Law Article XI authorizes and directs the President of the State Civil Service Commission and New York State Department of Civil Service (President) to establish a health benefit plan for the benefit of State Employees, Retirees, and their Dependents, and for the benefit of Participating Employers’, Retirees, and their Dependents; and

WHEREAS, New York State, through the Department, oversees the New York State Health Insurance Program (NYSHIP) for New York State employees and retirees and their dependents; and

WHEREAS, on November 9, 2015, the Department of Civil Service issued an Invitation for Bid entitled, “New York State Health Insurance Program Banking Services” to secure the services of a qualified financial institution to perform the Project Activities set forth in the IFB; and

WHEREAS, after thorough review and evaluation by the Department of Proposals received in response to the IFB, the Contractor’s Proposal was selected as representing the Lowest Total Projected Cost to the State by a responsive and responsible bidder; and

WHEREAS, the Department, in reliance upon the expertise of the Contractor, desires to engage the Contractor to deliver Project Services, in the manner set forth in the IFB and the Contractor’s Proposal, pursuant to the terms and conditions set forth in this Agreement;

THEREFORE, the Parties agree as follows:

ARTICLE I: DEFINITION OF TERMS

- 1.1.0** **Affiliate** means a person or organization which, through stock ownership or any other affiliation, directly, indirectly, or constructively controls another person or organization, is controlled by another person or organization, or is, along with another person or organization, under the control of a common parent.
- 1.2.0** **AG** means the New York State Attorney General's Office.
- 1.3.0** **Agreement or Contract** means the agreement entered into between the Parties resultant from this IFB.
- 1.4.0** **Automated Clearing House (ACH)** means the electronic clearing and settlement system used for financial transactions by US commercial banks and other institutions.
- 1.5.0** **Business Day(s)** means every Monday through Friday, except for days designated as Business Holidays.
- 1.6.0** **Business Holiday(s)** means legal holidays observed by the State.
- 1.7.0** **Contract Effective Date** means the date that the Agreement is approved by the New York State Office of the State Comptroller.
- 1.8.0** **Commissioner** means the Commissioner of the New York State Department of Civil Service.
- 1.9.0** **Contractor** means the successful Offeror selected as a result of the evaluation of Offerors' Proposals submitted in response to this IFB and who executes a contract with the Department to provide Project Services.
- 1.10.0** **CSL** means New York State Civil Service Law.
- 1.11.0** **Daily Cash Reports** mean summary of total deposits processed each Business Day.
- 1.12.0** **Day(s)** means calendar days unless otherwise noted.

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- 1.13.0** **Department or DCS** means the New York State Department of Civil Service.
- 1.14.0** **Dependent** means the spouse, domestic partner, and children under twenty-six (26) years of age of an Enrollee. Young adult dependent children age twenty-six (26) or over are also eligible if they are incapable of supporting themselves due to mental or physical disability acquired before termination of their eligibility for coverage under the New York State Health Insurance Program.
- 1.15.0** **Deposit Advice** means notification to EBD of the total amount of checks processed and deposited each day.
- 1.16.0** **Division** means EBD.
- 1.17.0** **DOB** means the New York State Division of the Budget.
- 1.18.0** **Electronic Lockbox** means a receivable system that allows enrollees to remit premiums through their online bank.
- 1.19.0** **Empire Plan** means the self-insured health plan administered by the NYS Department of Civil Service to provide health benefits for the employees, retirees and eligible dependents of New York State and NYSHIP Participating Agencies and Participating Employers.
- 1.20.0** **Employee** means Employee, Retiree, Vestee, or Dependent Survivor of a Deceased Employee or Retiree defined as an employee in the regulations of the President of the Civil Service Commission, as amended from time to time.
- 1.21.0** **Employee Benefits Division (EBD)** means the division of the New York State Department of Civil Service responsible for administering the New York State Health Insurance Program (NYSHIP).
- 1.22.0** **Employee ID (EMPLID)** means the unique identifying code of an enrollee (i.e., Enrollee's account number).

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- 1.23.0** **Enrollee** means an employee, retiree, former employee, or dependent who elects to participate in one or some of the benefit programs administered by the Department of Civil Service.
- 1.24.0** **ET** means prevailing Eastern Time.
- 1.25.0** **GOER** means the New York State Governor’s Office of Employee Relations.
- 1.26.0** **HMO** means one of the health maintenance organizations which participate in the New York State Health Insurance Program.
- 1.27.0** **IFB or Procurement** means the Invitation for Bid entitled “NYSHIP Banking Services,” dated November 9, 2015.
- 1.28.0** **Implementation Date** means the first day of the month following a 60-day implementation period after the Office of the State Comptroller approves the Agreement that results from this IFB.
- 1.29.0** **Key Subcontractor(s)** means those vendors with whom the Contractor subcontracts to provide all or part of the Project Services set forth in IFB #Banking Services-2016-1.
- 1.30.0** **Lockbox** means a post office box located in the continental United States assigned to receive payments.
- 1.31.0** **MWBE** means Minority- and Women-Owned Business Enterprises.
- 1.32.0** **New York State Health Insurance Program (NYSHIP)** means the health insurance program established by NYS to provide health insurance protection to employees, retirees and eligible dependents of New York State and Participating Agencies and Participating Employers. The program is administered by the NYS Department of Civil Service. NYSHIP provides health insurance coverage through The Empire Plan, Health Maintenance Organizations (HMOs); and the Student Employee Health Plan (SEHP).

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- 1.33.0** **NYBEAS** means the New York Benefits Eligibility & Accounting System, a computerized enrollment system utilized by the Department for the administration of employee benefits.
- 1.34.0** **NYS or State** means the State of New York (including the New York State Department of Civil Service).
- 1.35.0** **Offeror** means any responsible and eligible entity submitting a responsive Proposal to this IFB. It shall be understood that references in the IFB to "Offeror" shall include said entity's proposed Key Subcontractor or Affiliates, if any.
- 1.36.0** **OSC** means the New York State Office of the State Comptroller.
- 1.37.0** **Participating Agency (PA)** means any unit of local government such as school districts, special districts, or district or municipal corporations that elects with the approval of the President of the Civil Service Commission, to participate in the New York State Health Insurance Program. Examples of PAs are: Clinton County; East Meadow Public Library; and the Central Islip Union Free School District.
- 1.38.0** **Participating Employer (PE)** means any public authority, public benefit corporation, or other agency subdivision or quasi-public organization of the State that elects, with the approval of the President of the Civil Service Commission, to participate in the New York State Health Insurance Program. Examples of PEs are: the NYS Thruway Authority and the Dormitory Authority.
- 1.39.0** **Payment** means check, money order, ACH transaction or wire transfer.
- 1.40.0** **Pending Account** means the checking account for the Health Insurance Program and the Life Insurance Program, as applicable. Funds of this account must be available within one (1) Business Day for transfer into the State Treasury.
- 1.41.0** **Plan** means The Empire Plan.

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- 1.42.0 President** means the President of the Civil Service Commission and the Commissioner of the Department.
- 1.43.0 Project or Project Services** means the entire scope of services to be provided by the Contractor pursuant to the terms and conditions of the Agreement that results from this IFB.
- 1.44.0 Proposal or Submissions** means the Offeror's Proposal, submitted in response to the IFB including all responses to supplemental requests for clarification, information, and documentation.
- 1.45.0 Regulations of the President of the Civil Service Commission** means those regulations promulgated by the President of the Civil Service Commission under the authority of Civil Service Law, Article XI, as amended, and including but not limited to those regulations found at 4 New York Code of Rules and Regulations (NYCRR) Part 73, as amended.
- 1.46.0 Remittance Form** means document or billing invoice accompanying a payment mailed to the Lockbox.
- 1.47.0 Remote Deposit Capture Scanners** means scanners, provided by the Contractor and located at the Department to be used for scanning deposits received directly by DCS.
- 1.48.0 Restrictively Endorsed** means payment that may only be deposited into the EBD checking account.
- 1.49.0 Retiree** means any person defined as a Retiree pursuant to the terms of 4 NYCRR Part 73, as amended.
- 1.50.0 Scan Line** means numeric identification on the bottom of the Remittance Form.
- 1.51.0 Student Employee Health Plan (SEHP)** means a health benefits plan for graduate student employees of the New York State University and the New York City University systems that provides benefits through the various Empire Plan Insurance Contracts.
- 1.52.0 Third Party Check** means the payee is other than an EBD pending account.

ARTICLE II: AGREEMENT DURATION AND AMENDMENTS

- 2.1.0** This Agreement shall be subject to and effective upon the approval of the New York State Attorney General's Office ("AG") and the NYS Office of the State Comptroller ("OSC"). The term of the Agreement shall include a sixty (60) day implementation period followed by five (5) years of Project Services. It is the Department's intent that this implementation period shall begin following OSC approval of the Agreement, with all other contractual responsibilities to begin on the first day following the sixty (60) day implementation period after OSC approves the Agreement and subject to the termination provisions contained herein.
- 2.2.0** This Agreement is subject to amendment(s) only upon consent of the Parties, reduced to writing and approved by the AG and OSC.

Article III: INTEGRATION

- 3.1.0** This agreement, including all Exhibits, copies of which are attached hereto and incorporated by reference, constitutes the entire Agreement between the Parties. All prior Agreements, representations, statements, negotiations, and undertakings are superseded hereby.
- 3.2.0** All statements made by the Department shall be deemed to be representations and not warranties.

ARTICLE IV: DOCUMENT INCORPORATION AND ORDER OF PRECEDENCE

- 4.1.0** This Agreement consists of:
- 4.1.1** The body of the Agreement (that portion preceding the signatures of the Parties in execution and amendments thereto);
 - 4.1.2** Appendix A - Standard Clauses for All New York State Contracts;
 - 4.1.3** Appendix B - Standard Clauses for All Department Contracts;
 - 4.1.4** Appendix C - Third Party Connection and Data Sharing Agreement;
 - 4.1.5** Appendix D - Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures;

Appendix D-1: Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement; and Appendix D-2: MWBE Utilization Reporting Responsibilities under Article 15-A; and

4.1.6 The following Exhibits attached and incorporated by reference to the body of the Agreement:

4.1.6a Exhibit A - The MacBride Act Statement and the Non-Collusive Bidding Certification:

4.1.6b Exhibit B - Invitation for Bid entitled “NYSHIP Banking Services” November 9, 2015; and Exhibit B-1 – Official Department Response to Questions Raised Concerning the IFB, dated (TBD)

4.1.6c Exhibit C – Contractor’s Proposal; and Exhibit C-1 Written Responses to clarifying questions regarding Contractor’s Proposal; and

4.1.6d Exhibit D – Banking Services Fee Schedule.

4.1.7 In the event of any inconsistency in, or conflict among, the document elements of the Agreement identified above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order:

4.1.7a First, Appendix A - Standard Clauses for All New York State Contracts;

4.1.7b Second, Appendix B – Standard Clauses for All Department of Civil Service Contracts;

4.1.7c Third, Appendix C – Third Party Connection and Data Sharing Agreement;

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- 4.1.7d** Forth, Appendix D – Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures; Appendix D-1 -Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement; and Appendix D-2: MWBE Utilization Reporting Responsibilities under Article 15-A;
 - 4.1.7e** Fifth, any Amendments to the body of the Agreement;
 - 4.1.7f** Sixth, the body of the Agreement;
 - 4.1.6g** Seventh, Exhibit B, the Invitation for Bids entitled “NYSHIP Banking Services” dated November 9, 2015; and Exhibit B-1, the official Department response to questions raised concerning the IFB, dated (TBD);
 - 4.1.7h** Eighth, Exhibit C, Contractor’s Proposal; and Exhibit C-1, Written Responses to clarifying questions regarding Contractor’s Proposal; and
 - 4.1.7i** Ninth, Exhibit D, Banking Services Fee Schedule
- 4.2.0** The terms, provisions, representations and warranties contained in the Agreement shall survive performance hereunder.

ARTICLE V: LEGAL AUTHORITY TO PERFORM

- 5.1.0** The Contractor shall maintain appropriate corporate and/or legal authority, which shall include but is not limited to the maintenance of an administrative organization capable of delivering Project Services in accordance with this Agreement and the authority to do business in the State of New York or any other governmental jurisdiction in which the Project Services are to be delivered.
- 5.2.0** Contractor agrees that it shall perform its obligations under this Agreement in accordance with all applicable federal and NYS laws, rules and regulations,

policies and/or guidelines now or hereafter in effect, including but not limited to the requirements set forth in Chapter 56 of the Laws of 2010.

- 5.3.0** The Contractor shall provide the Department with immediate notice in writing of the initiation of any legal action or suit which relates in any way to this Agreement, or which may affect performance of the Contractor's duties under the Agreement.

ARTICLE VI: PROJECT SERVICES

- 6.1.0** During the term of this Agreement, the Contractor will be responsible for the performance of those services/tasks as described herein this Article VI, "Project Services," of this Agreement and any and all other Project Services as referenced in this Agreement. It is required that the Contractor process items within the timeframes indicated. However, it is understood that due to circumstances beyond the Contractor's control, a slight delay in processing transactions may occur and the Department expects these delays to be resolved as soon as possible. In those instances, the Contractor is required to notify the Department in writing immediately of any such delay and take immediate steps to rectify and process receipts. Any determination of either delay or circumstance beyond the Contractor's control will be at the sole discretion of the Department.

- 6.2.0** During the Implementation Period of the Project, the Contractor must:

6.2.1 Develop and update, as needed, a written implementation plan for the Project. The implementation plan must be detailed and comprehensive and demonstrate a firm commitment by the Contractor to complete all implementation activities within the 60-day implementation period. The Department will provide direction to the Contractor, as needed, during the implementation period;

6.2.2 Undertake and complete all implementation activities, including but not limited to those specific activities set forth below in this Article 6.2.2a – 6.2.2d. Such implementation activities must be completed no later than the first day of the month following a 60-day implementation

period after the Office of the State Comptroller approves the Agreement and includes:

- 6.2.2a** Providing two (2) Remote Deposit Capture scanners to be located at the Department for the duration of the Agreement to be used for all non-Lockbox deposits scanned by the Department;
- 6.2.2b** Providing two (2) United States Postal Service (USPS) Lockboxes, which must be located in the continental United States (one Lockbox is for the collection of Enrollee payments, the second Lockbox is for the collection of Agency payments). The addresses for the Lockboxes must be provided to the Department (45) forty-five days prior to the Implementation date. The Lockboxes must be located near the bank's processing center and are not required to be in New York State. However, it is preferred that the bank have a branch in New York State for emergency transactions;
- 6.2.2c** Testing and implementing, at the discretion of the Department, two (2) Electronic Lockboxes, or an alternate receivable system, for the New York State Health Insurance Program account for the collection of premium payments submitted electronically by Enrollees and Agencies; and
- 6.2.2d** Establishing an electronic interface with the Department to securely transfer payment information in a manner that can be programmatically posted to individual Enrollee or Agency accounts.

6.3.0 Throughout the term of the Agreement, the Contractor must:

- 6.3.1** Secure and maintain two (2) United States Postal Services (USPS) Lockboxes located near the bank's processing center;

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- 6.3.2** Utilizing effective controls to ensure only a five (5) digit numerical code, as assigned by the Department, is used for processing Agency payments received by the Lockbox;
 - 6.3.3** Timely and accurately processing all Lockbox items on the Business Day they are retrieved from each Lockbox; and
 - 6.3.4** Imaging and physically forwarding to the Department all unprocessable items, including checks, money orders and any foreign negotiable instruments that do not state "payable in U.S. Funds".
- 6.4.0** Throughout the term of the Agreement, the Contractor:
- 6.4.1** Shall set up and maintain two (2) Electronic Lockboxes or alternate receivable system for the Department, to enable enrollees and agencies to make direct payment by ACH through online banking accounts;
 - 6.4.2** Utilizing effective controls to ensure only a five (5) digit numerical code, or other coding mutually agreed to by the Department and the Contractor, is used for processing Agency payments received by the Electronic Lockbox; and
 - 6.4.3** Timely accepting and processing all Electronic Lockbox items on the Business Day they are transmitted to each Electronic Lockbox.
- 6.5.0** Throughout the term of the Agreement, the Contractor:
- 6.5.1** Shall provide the Department with, and maintain, two (2) Remote Deposit Capture scanners; and
 - 6.5.2** Shall accurately process and deposit all non-Lockbox deposits scanned by the Department into the Remote Deposit Capture scanners by 5 pm ET on the Business Day they are transmitted to the Contractor.

6.6.0 Throughout the term of the Agreement, the Contractor:

- 6.6.1** Shall post all deposits on the Business Day retrieved/received and make funds available within one (1) Business Day of deposit;
- 6.6.2** Shall accept and accurately process wire transfers from Agencies and Enrollees;
- 6.6.3** Shall create an image and make available to the Department via a secure internet application, checks/money orders that arrive at one of the Lockboxes as follows:
 - 6.6.3a** Without remittance advice documents
 - 6.6.3b** Single check or money order is accompanied by more than one remittance
 - 6.6.3c** Multiple checks or money orders are accompanied by one remittance

Upon receipt, the Department will: 1) Process the information and resubmit to the Contractor for deposit via the secure internet application or, 2) Reject the payment as unprocessable.

Amended November 30, 2015

- 6.6.4** Shall image and physically forward to the Department all items deemed unprocessable in accordance with the Offeror's standard banking procedures as approved by the Department (or as agreed to by the Department and the Offeror). The Offeror must deliver unprocessable items **and correspondence** to the Department by **first class (USPS) mail the next Business Day using an overnight delivery courier;** and
- 6.6.5** Shall image and forward to the Department unprocessable foreign negotiable instruments that do not state "payable in U.S. funds".

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- 6.7.0** Throughout the term of the Agreement, the Contractor:
- 6.7.1** Provide access to an Online Banking Portal for up to five (5) designated Department staff to perform banking activities including, but not limited to: access to weekly statements; access to all transaction types; and access to all return check items;
 - 6.7.2** Make available, either electronically or through secure online access, accurate reports of payment transaction deposits as required by the Department for its use in the review, management and analysis of the payment transactions;
 - 6.7.3** Implement quality control measures to verify the accuracy of all reports produced;
 - 6.7.4** Make available separate data files for each of the four (4) Lockboxes (two non-Electronic and two Electronic Lockboxes), remote deposit capture deposits, wire transfers, and ACH payments;
 - 6.7.5** Provide ad hoc reports and other data analysis at no additional cost;
 - 6.7.6** Supply reports in an electronic format including but not limited to Microsoft Access, Excel and/or a text file that allows the Department to load the report to its mainframe or PC based computer system and to print the reports, as needed. The primary reports and data files are listed under Daily, Monthly and Quarterly Reports;
 - 6.7.7** Be able and willing to modify existing procedures/reports and/or develop new procedures/reports in cooperation with the Department; and
 - 6.7.8** With regard to the electronic transfer of data:
 - 6.7.8a** Be capable of receiving and transmitting data in a secure electronic format and on a schedule mutually agreed upon by the Contractor and the Department;

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- 6.7.8b** Be able to transmit data in the formats required by the file layouts in Exhibits II.A and II.B;
- 6.7.8c** Maintain a HIPAA compliant level of security to protect the confidentiality of information on the Contractor's computer system and in the Contractor's physical work environment; and
- 6.7.8d** Have a disaster recovery plan in place to reasonably ensure the continued delivery of Project Services in the case of an unforeseen event, including but not limited to a disaster or emergency.
- 6.7.9** Must make available the following daily and monthly reports/files as specified below:
- 6.7.9a** Daily Reports/Files:
- Payment Detail Transaction Files – The Contractor must provide, in a format acceptable to the Department, four separate Payment Detail Transaction Files for Lockbox transactions (2 non-Electronic and 2 Electronic Lockboxes). The Payment Detail Transaction Files must be electronically transmitted to the Department, or be available to retrieve from the Contractor using a secure internet connection, by midnight ET on the day of the deposit. Refer to Exhibits II.A and II.B for report specifications.
- Payment Detail Transaction Reports – The Contractor must provide, in a format acceptable to the Department, a Payment Detail Transaction Report with the deposits for each Lockbox (2 non-Electronic and 2 Electronic Lockboxes), wire transfers, ACH payments, and remote capture deposits, for each payment type (enrollee and agency). The Payment Detail Transaction Reports must be made available within one (1) Business Day of deposit. The

reports can be made available through a secure internet connection or transmitted electronically in a secure format to the Department. Preference is for the reports to be delivered, or convertible to, Microsoft Excel format. The report should include functionality to allow the sorting/searching on the unique fields of each transaction. Refer to Exhibit II.F for report specifications.

Daily Balance Report – The Office of the State Comptroller (OSC), Cash Management Unit requires on-line access using a secure internet connection to the account for previous day balance reporting and funds transfer capabilities. Balance reporting must include ledger balance, available balance, and previous day detailed activity. The reporting must be available in BAI2 format. The report must be available by 10 a.m. ET the Business Day following the day of deposit.

Image Payment Remittance Forms, Checks and Correspondence File – The Contractor must image and store each individual payment remittance form, check or money order, and any correspondence, including envelopes (**where an address change is indicated**) received in the Department's designated Lockboxes (non-Electronic Lockboxes). The Contractor must make online capability to search, download and print documents using a secure internet connection for specific individual payment remittance form/check/correspondence available to the Department. Imaged documents must be made available for online retrieval within 24 hours of imaging and remain available for the entire duration of the Agreement plus one (1) full year after the termination of the Agreement.

6.7.9b Monthly Report Files:

Transaction Summary Report -- The Contractor must provide, in a format acceptable to the Department, a Transaction Summary Report of daily deposits for four (4) Lockboxes (2 non-Electronic and 2 Electronic Lockboxes), remote deposit capture deposits, wire transfers and ACH payments within five (5) Business Days following the end of the month. The report can be made available using a secure internet connection or transmitted electronically in a secure format to the Department. Preference is for the report to be delivered or convertible to Microsoft Excel format. The report should include functionality to allow the sorting/searching on the unique fields of each transaction. Refer to Exhibit II.G for report specifications.

Account Analysis Statement – The Office of the State Comptroller (OSC), Cash Management Unit requires on-line access to a monthly account analysis statement using a secure internet connection itemizing all charges with volume and detailed unit costs; the statement must be provided in an 822 electronic account analysis format. The statement must be available by the 15th day of the month following the month for which the statement is created.

6.6.9c Quarterly Reports/Files:

Quarterly Performance Guarantee Report – The Contractor must provide, in a format acceptable to the Department, quarterly Performance Guarantee reports that detail the Contractor's compliance with each of the Performance Guarantees stated in this Agreement. Statistical documentation of compliance should be included in these reports. The reports are due fifteen (15) Business Days after the end of the quarter for which the reports are being generated.

ARTICLE VII: PERFORMANCE GUARANTEES

7.1.0 The Parties agree that the following guarantees and the corresponding credit amounts for failure to meet the Contractor Performance Guarantees shall be implemented effective the first day of the month following a sixty (60) day implementation period after the Office of the State Comptroller approves the Contract. The Contractor acknowledges and agrees that failure to perform the Project Services features in such a manner which either meets or exceeds any, and/or all of the Contractor Performance Guarantee(s) as set forth in this Article VII, and/or fails to make any payment(s) of any such credit amounts for such failure to meet any Performance Guarantee(s) does not relieve the Contractor of the performance of the activities, duties, and obligations as otherwise set forth in the Agreement. Credit amounts are cumulative. Amounts due from the Contractor to the Department for failure to perform and audit credit amounts, as determined pursuant to Article X of this Agreement, shall be made in such amounts as determined by the Department to be final. Upon such determination, the Department shall notify the Contractor, in writing, and the Contractor shall apply such amounts as a credit against the monthly fee in accordance with Article X of this Agreement within thirty (30) Days of receiving such notification by the Department.

7.2.0 Implementation and Start-up Guarantee and Credit Amount

7.2.1 Guarantee: The Contractor guarantees that all Implementation and Start- Up activities listed in Section 6.2.2 of this Agreement will be in place on the date agreed to in the Implementation Plan.

7.2.2 Credit Amount: If the Contractor fails to complete all implementation and start-up activities within the Implementation Period, the Contractor shall credit against the Project's fees \$1,250 per Day that the Contractor fails to assume full operational responsibility to the satisfaction of the Department.

7.3.0 Lockbox Retrieval Guarantee and Credit Amount

- 7.3.1 Guarantee:** The Contractor guarantees that 100% of the items (receipts) in the Department's Lockboxes (including Electronic Lockboxes) will be retrieved each Business Day.
- 7.3.2 Credit Amount:** As determined in the Department's sole discretion, if 100% of the items (receipts) in the Department's Lockboxes (including Electronic Lockboxes) are not retrieved each Business Day, the Department will be reimbursed for any expenses and/or loss of revenue for failure to meet this standard.

7.4.0 Lockbox Processing Guarantee and Credit Amount

- 7.4.1 Guarantee:** The Contractor guarantees that 100% of the items deemed processable in accordance with the Offeror's standard banking procedures, will be accurately scanned, or data entered and payment information securely transferred to the Department each Business Day.
- 7.4.2 Credit Amount:** As determined in the Department's sole discretion, if processable receipts are not accurately scanned, or data entered and posted to the correct Enrollee or Agency account each Business Day, the Department will be reimbursed for any expenses and/or loss of revenue for failure to meet this standard.

7.5.0 Deposit Guarantee and Credit Amount

- 7.5.1 Guarantee:** The Contractor guarantees that all payments retrieved from the Lockboxes (including Electronic Lockboxes), and deposits scanned by the Department by 5:00 pm, will be accurately posted to the correct account on the Business Day retrieved.
- 7.5.2 Credit Amount:** As determined in the Department's sole discretion, for payments not accurately posted to the correct account on the Business Day received, the Department will be reimbursed for any expenses and/or loss of revenue for failure to meet this standard.

7.6.0 Deposit Funds Availability Guarantee and Credit Amount

7.6.1 Guarantee: The Contractor guarantees that all funds deposited are available within one (1) Business Day of deposit for transfer into the State treasury.

7.6.2 Credit Amount: If the Contractor fails to fully meet this guarantee, the Contractor shall credit against the Project's fees \$100 per Day, that all funds deposited are not available within one (1) Business Day of deposit for transfer into the State treasury.

7.7.0 Data File Guarantee and Credit Amount

7.7.1 Guarantee: The Contractor guarantees the availability of daily Business Day electronic files for retrieval by midnight ET for each Lockbox, wire transfer, ACH payment and remote capture deposit, giving daily item counts and monetary totals in an EDP format that enables the Department to load information to its mainframe or PC-based computer system.

7.7.2 Credit Amount: If the Contractor fails to fully meet this guarantee, the Contractor shall credit against the Project's fees \$100 for each Business Day that daily Business Day electronic files are not available for retrieval by midnight ET for each Lockbox, wire transfer, ACH payment and remote capture deposit, giving daily item counts and monetary totals in an EDP format that enables the Department to load information to its mainframe or PC-based computer system.

ARTICLE VIII: MODIFICATION OF PROJECT SERVICES

8.1.0 In the event that laws or regulations enacted by the Federal government and/or the State have an impact upon the conduct of this Agreement in such a manner that the Department determines that any design elements or requirements of this Agreement must be revised, the Department shall notify the Contractor of such revisions and shall provide the Contractor with a reasonable time within which to implement such revisions.

- 8.2.0** In the event that the State and the unions representing State Employees enter into collective bargaining agreements, or the State otherwise requires changes in Plan design elements or requirements the Department shall notify the Contractor of such revisions and shall provide the Contractor with a reasonable time within which to implement such revisions.
- 8.3.0** To the extent that any of the events as set forth in this Article VIII shall take place and constitute a material and substantial change in the delivery of services that are contemplated in accordance with the terms of the Banking Services Project as of the Effective Date and which the Contractor is required to perform or deliver under this Agreement, either Party may submit a written request to initiate review of the fee(s) received by the Contractor for services provided and guarantees made by the Contractor under the terms of this Agreement, accompanied by appropriate documentation. The Department reserves the right to request, and the Contractor shall agree to provide additional information and documentation the Department deems necessary to verify that a modification of the fees or guarantees is warranted. The Department will agree to modify the fee(s) to the extent necessary to compensate the Contractor for documented additional costs determined by the Department to be reasonable and necessary. The Contractor will agree to modify the fee(s) to the extent necessary to relieve the Department of the obligation to pay for Project Services that are no longer required. The Department will agree to modify guarantees as determined by the Department to be necessary to reflect Banking Services Project modifications. Should the Parties agree to modify the fee(s) and/or guarantees, such approval shall be subject to written amendment and approval by OSC and the AG. The Contractor shall implement changes as required by the Department with or without final resolution of any fee proposal.

ARTICLE IX: DATA SHARING AND OWNERSHIP

- 9.1.0** All data related to the Department Program is the property of the State.
- 9.2.0** Except as directed by a court of competent jurisdiction, or as necessary to comply with applicable New York State or Federal law, or with the written consent of the Enrollee/Dependent, the Contractor shall not share, sell,

release, or make the data available to third parties in any manner without the prior written consent of the Department.

ARTICLE X: PAYMENTS/(CREDITS) TO/FROM THE CONTRACTOR

- 10.1.0** The Contractor agrees to manage such financial transactions in accordance with the following:
- 10.1.1** The Contractor will bill the Department monthly, in arrears, utilizing the fees (Project Services fees) set forth in Exhibit E of this Agreement; and
- 10.1.2** Any credit amounts due from the Contractor to the Department for failure to meet the performance guarantees set forth in Article VII of this Agreement shall be applied as a credit against the Project Services fees charged to the Banking Services Project. Alternatively, the Department may request and receive payment of any performance guarantee amount directly from the Contractor, as opposed to a credit against the Project Services fees payable to the Contractor.
- 10.2.0** Upon final audit determination by the Department, any audit liability amount assessed by the Department shall be paid/credited to the Banking Services Project within 30 Days of the date of the Department's final determination; and
- 10.3.0** This Agreement is subject to Article XI-A of NYS Finance Law. The Contractor agrees that Banking Project Services provided under this Agreement shall continue in full force and effect for a minimum of at least 30 Days beyond the payment due date as set forth in this Article X. If after the 35th calendar day after receipt of an accurate invoice, as set forth in this Article X of this Agreement, the Contractor has not yet received payment from the State for said invoice, the Contractor may proceed under the Dispute Resolution provision in Appendix B and this Agreement shall remain in full force and effect until such final decision is made, unless the Parties can come to a mutual agreement, in which case, this Agreement shall also remain in full force and effect.

ARTICLE XI: REPORTS**11.1.0 Daily Reports/Files**

- 11.1.1 Payment Detail Transaction Files** – The Contractor must provide, in a format acceptable to the Department, four separate Payment Detail Transaction Files for Lockbox transactions (2 non-Electronic and 2 Electronic Lockboxes). The Payment Detail Transaction Files must be electronically transmitted to the Department, or be available to retrieve from the Contractor using a secure internet connection, by midnight ET on the day of the deposit. Refer to Exhibits II.A and II.B for report specifications.
- 11.1.2 Payment Detail Transaction Reports** – The Contractor must provide, in a format acceptable to the Department, a Payment Detail Transaction Report with the deposits for each Lockbox (2 non-Electronic and 2 Electronic Lockboxes), wire transfers, ACH payments, and remote capture deposits, for each payment type (enrollee and agency). The Payment Detail Transaction Reports must be made available within one (1) Business Day of deposit. The reports can be made available through a secure internet connection or transmitted electronically in a secure format to the Department. Preference is for the reports to be delivered, or convertible to, Microsoft Excel format. The report should include functionality to allow the sorting/searching on the unique fields of each transaction. Refer to Exhibit II.F for report specifications.
- 11.1.3 Daily Balance Report** – The Office of the State Comptroller (OSC), Cash Management Unit requires on-line access using a secure internet connection to the account for previous day balance reporting and funds transfer capabilities. Balance reporting must include ledger balance, available balance, and previous day detailed activity. The reporting must be available in BAI2 format. The report must be available by 10 a.m. ET the Business Day following the day of deposit.

11.1.4 Image Payment Remittance Forms, Checks and Correspondence File

The Contractor must image and store each individual payment remittance form, check or money order, and any correspondence, including envelopes (**where an address change is indicated**) received in the Department's designated Lockboxes (non-Electronic Lockboxes). The Contractor must make online capability to search, download and print documents using a secure internet connection for specific individual payment remittance form/check/correspondence available to the Department. Imaged documents must be made available for online retrieval within 24 hours of imaging and remain available for the entire duration of the Agreement plus one (1) full year after the termination of the Agreement.

11.2.0 Monthly Report Files:

11.2.1 Transaction Summary Report -- The Contractor must provide, in a format acceptable to the Department, a Transaction Summary Report of daily deposits for four (4) Lockboxes (2 non-Electronic and 2 Electronic Lockboxes), remote deposit capture deposits, wire transfers and ACH payments within five (5) Business Days following the end of the month. The report can be made available using a secure internet connection or transmitted electronically in a secure format to the Department. Preference is for the report to be delivered or convertible to Microsoft Excel format. The report should include functionality to allow the sorting/searching on the unique fields of each transaction. Refer to Exhibit II.G for report specifications.

11.2.2 Account Analysis Statement – The Office of the State Comptroller (OSC), Cash Management Unit requires on-line access to a monthly account analysis statement using a secure internet connection itemizing all charges with volume and detailed unit costs; the statement must be provided in an 822 electronic account analysis format. The statement must be available by the 15th day of the month following the month for which the statement is created.

11.3.0 Quarterly Reports/Files:

11.3.1 Quarterly Performance Guarantee Report – The Contractor must provide, in a format acceptable to the Department, quarterly Performance Guarantee reports that detail the Contractor's compliance with each of the Performance Guarantees stated in this Agreement. Statistical documentation of compliance should be included in these reports. The reports are due fifteen (15) Business Days after the end of the quarter for which the reports are being generated.

ARTICLE XII: TERMINATION

In addition to the termination provisions specified in Appendices A and B to this Agreement, the following provisions shall apply:

12.1.0 The State retains the right to cancel this Agreement without cause and in its sole discretion, provided that the Department shall give written notice to the Contractor not less than thirty (30) Days prior to the date upon which termination shall become effective, such notice to be made via registered or certified mail, return receipt requested or hand delivered. The date of such notice shall be deemed to be the date of postmark in the case of mail or the date of hand delivery. This provision should not be understood as waiving the State's right to terminate this Agreement for cause or to stop work immediately for unsatisfactory work, but is supplementary to that provision.

12.2.0 If the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the State, in its sole discretion, may terminate this Agreement for cause or may exercise such other remedies as shall be available under this Agreement, at law and/or equity.

12.3.0 No delay or omission to exercise any right, power or remedy accruing to the State or DCS upon breach or default by the Contractor under this Agreement shall impair any such right, power or remedy, or shall be construed as a waiver of any such breach or default, or any similar breach or default thereafter occurring, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

12.4.0 In the event of the Contractor's default, in addition to availing itself of specific remedies set forth in this Agreement, the State may pursue all legal and equitable remedies for breach. In addition to pursuing any other legal or equitable remedies, the State shall have the right to take one or more of the following actions:

- 1) terminate this Agreement in whole or in part;
- 2) suspend, in whole or in part, payments due Contractor under this Agreement; and
- 3) pursue equitable remedies to compel Contractor to perform.

The Contractor shall be liable for any and all excess costs for remedies pursued by the State, and for costs incurred by the State in procuring alternate Services.

12.5.0 For Violation of Procurement Lobbying Law. DCS reserves the right to terminate this Agreement for cause in the event it is determined by DCS in its sole discretion that the certification filed by the Contractor in accordance with §139-j and/or §139-k of the New York State Finance Law was intentionally false or intentionally incomplete. Upon such finding, DCS may, at its sole option, exercise its termination right by providing 10 days written notification to the Contractor, or providing notice in accordance with other written notification terms in this Agreement.

12.6.0 For Violation of Section 5-a of the Tax Law. DCS reserves the right to terminate this Agreement for cause in the event that Contractor fails to file a certification pursuant to section 5-a of the Tax Law or the Tax Department or DCS discovers that the certification(s) filed by the Contractor pursuant to

section 5-a of the Tax Law is/are false. Upon such finding(s), DCS may exercise its termination right by providing written notification to the Contractor.

- 12.7.0** Termination Notice. Notices required by this section shall be provided consistent with Article 9 of Appendix B and Article VIII.
- 12.8.0** Mitigation of Costs. The Contractor shall not undertake any additional or new contractual obligations on or after the date of return receipt notice without the prior written approval of the State. On or after the date of return receipt notice and during the termination notice period, the Contractor shall take all commercially reasonable and prudent actions to close out unnecessary outstanding, existing obligations as economically as possible for the State.

ARTICLE XIII: TRANSITION

- 13.1.0** The State may require the Contractor to provide uninterrupted Project Services after Agreement termination/expiration as the State deems reasonable and necessary and/or as necessary for the State to comply with all legal requirements for establishing a new contract to continue the provision of Project Services ("Transition Period"). Transition Services, as defined below, shall be governed as follows:
- 13.1.1** Transition Period. The transition period shall be determined by the State, and Contractor will be notified of the period in writing. The State shall consult with the Contractor prior to making such determination. The State reserves the right to subsequently amend the transition period upon thirty (30) days advance written notice to the Contractor.
- 13.1.2** Transition Plan. The Contractor must, one hundred twenty (120) Days prior to the end of this Agreement, or if this Agreement is terminated prior to the end of its term, within forty-five (45) Days of notification of termination, provide the Department with a detailed written plan for transition which outlines, at a minimum, the tasks, milestones and deliverables associated with Project transition.

- 13.1.2a** Within 15 Business Days from receipt of the Contractor's proposed Transition Plan, the Department shall either approve the Transition Plan or notify the Contractor, in writing, of the changes required to the Transition Plan so as to make it acceptable to the Department.
- 13.1.2b** Within 15 Business Days from the Contractor's receipt of the required changes, the Contractor shall incorporate said changes into the Transition Plan and submit such revised Transition Plan to the Department.
- 13.1.2c** The Contractor shall be responsible for transitioning the Banking Services Project in accordance with the approved Transition Plan.
- 13.1.2d** The Contractor is required to provide Contractor-related obligations and deliverables to the Department through the final financial settlement of this Agreement, including but not limited to:
- 13.1.2d(1)** Provide all Contractor-provided banking services received on or before the scheduled termination date of this Agreement; as well as for an additional sixty (60) days to ensure that payments sent in error will be processed, deposited and posted to enrollee/agency accounts in an accurate and timely manner;
 - 13.1.2d(2)** Complete all reports required in Article XI of this Agreement;
 - 13.1.2d(3)** Provide the Banking Services Project with sufficient staffing in order to address State audit requests and reports in a timely manner;

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- 13.1.2d(4)** Agree to fully cooperate with all Department or Office of State Comptroller (OSC) audits consistent with the requirements of Article XIV “Audit Authority” of this Agreement and Appendices A and B.
- 13.1.2d(5)** Perform timely reviews and responses to audit findings submitted by the Department and Comptroller’s audit unit in accordance with the requirements set forth in Article XVII “Audit Authority” of this Agreement and Appendices A and B; and
- 13.1.2d(6)** Remit reimbursement due the Banking Services Project within 15 Days upon final audit determination consistent with the process specified in Article XIV, “Audit Authority” and Article X “Payments/(Credits) To/From the Contractor” of this Agreement and Appendices A and B.
- 13.1.3 No Interruption in Service:** At all times during the transition period and unless directed otherwise in writing by the State, the Contractor shall continue all contractual obligations set forth in this Agreement until such time as the State (i) has approved the Contractor’s proposed Transition Plan, and (ii) an orderly transition to the State, a third party, or the successor Contractor has been completed pursuant to the approved Transition Plan. The Contractor shall be required to meet its contractual obligations pursuant to this paragraph notwithstanding the issuance of a termination for cause or convenience by the State.
- 13.1.4 State Responsibilities for Transition:** The State shall assume responsibility for Transition Program management. A Program manager responsible for coordinating Transition activities, maintaining

the Transition task schedule, and approving Transition deliverables shall be appointed.

- 13.1.5 Compensation for Transition Services:** Contractor shall be reimbursed for Transition Services performed during the Transition Period at the rates set forth in the Agreement.

ARTICLE XIV: AUDIT AUTHORITY

- 14.1.0** In addition to the Audit Authority requirements specified in Appendices A and B to this Agreement, the Contractor acknowledges that the Department has the authority to conduct financial and performance audits of the Contractor's delivery of Project services in accordance with this Agreement and any applicable State and federal statutory and regulatory authorities;
- 14.2.0** The Contractor shall maintain and make available documentary evidence necessary to perform the reviews. Documentation maintained and made available by the Contractor may include, but is not limited to: source documents; books of account; subsidiary records and supporting work papers; pertinent contracts; key subcontracts; and correspondence;
- 14.3.0** The Contractor shall make available for audit all data in its computerized files that is relevant to and subject to this Agreement. Such data may, at the Department's discretion, be submitted to the Department in machine-readable format, or the data may be extracted by the Department, or by the Contractor under the direction of the Department;
- 14.4.0** The Contractor shall support audits conducted by the Department, Office of the State Comptroller or any designee of these agencies, as follows, including but not limited to:
- 14.4.1** Providing ample audit resources including access to the Contractor's online system to the Department and OSC at their respective offices through the date of the final financial settlement of this Agreement;
- 14.4.2** Providing full cooperation with all Department and/or OSC audits consistent with the requirements of Appendices A and B and as set

forth in this Agreement including provision of access to all confidential information when required for audit purposes as determined by the Department and/or OSC as appropriate. The Contractor must respond to all State (including OSC) audit requests for information and/or clarification within 15 Business Days. The Contractor must perform timely reviews and respond in a time period specified by the Department to preliminary findings submitted by the Department or the OSC's audit unit in accordance with the requirements of Article XIV "Audit Authority" in this Agreement.

- 14.5.0** The Contractor shall, at the Department's request, and in a time period specified by the Department, search its files, retrieve information and records, and provide to the auditors such documentary evidence as they require. The Contractor shall make sufficient resources available for the efficient performance of audit procedures;
- 14.6.0** The Contractor shall comment on the contents of any audit report prepared by the Department and transmit such comments in writing to the Department within 30 Days of receiving any audit report. The response will specifically address each audit recommendation. If the Contractor agrees with the recommendation, the response will include a work plan and timetable to implement the recommendation. If the Contractor disagrees with an audit recommendation, the response will give all details and reasons for such disagreement. Resolution of any disagreement as to the resolution of an audit recommendation shall be subject to the Dispute Resolution provision set forth in Appendix B of this Agreement;
- 14.7.0** If the Contractor has an independent audit performed of the records relating to this Agreement, a certified copy of the audit report shall be provided to the Department within 10 Days after receipt of such audit report by the Contractor; and
- 14.8.0** The audit provisions contained herein shall in no way be construed to limit the audit authority or audit scope of the OSC as set forth in either Appendix A of

this Agreement, Standard Clauses for All New York State Contracts, or Appendix B, Standard Clauses for All Department Contracts.

ARTICLE XV: CONFIDENTIALITY

- 15.1.0** In addition to the Confidentiality requirements specified in Appendices A and B to this Agreement, the following provisions shall apply:
- 15.1.1** All enrollee records relating to this Agreement are confidential and shall be used by the Contractor solely for the purpose of carrying out its obligations under this Agreement, for measuring the performance of the Contractor in accordance with the performance guarantees set forth in Section VII of this Agreement, and for providing the Department with material and information as may be specified elsewhere in this Agreement;
- 15.1.2** Except as directed by a court of competent jurisdiction, or as necessary to comply with applicable New York State or Federal law, or with the written consent of the Enrollee/Dependent, no records may be otherwise used or released to any party other than the Department by the Contractor, its officers, employees, agents, consultants, Key Subcontractors or Affiliates either during the term of this Agreement or in perpetuity thereafter. Deliberate or repeated accidental breach of this provision may, at the sole discretion of the Department, be grounds for termination of this Agreement;
- 15.1.3** The Contractor, its officers, employees, agents, consultants and/or any Key Subcontractors or Affiliates agree to comply, during the performance of this Agreement, with all applicable Federal and State privacy, security and confidentiality statutes, including but not limited to the Personal Privacy Protection Law (New York Public Officer's Law Article 6-A, as amended), and its implementing regulations, policies and requirements, for all material and information obtained by the Contractor through its performance under this Agreement, with particular emphasis on such information relating to Enrollees and Dependents;

15.1.4 The Contractor shall be responsible for assuring that any agreement between the Contractor and any of its officers, employees, agents, consultants and/or Key Subcontractors or Affiliates contains a provision that strictly conforms to the various confidentiality provisions of this Agreement; and

15.1.5 The Contractor shall promptly advise the Department of all requests made to the Contractor for information regarding the performance of services under this Agreement, including, but not limited to, requests for any material and information provided by the Department, except as required by Key Subcontractors or Affiliates solely for the purpose of fulfilling the Contractor's obligations under this Agreement or as required by law.

ARTICLE XVI: USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

16.1.0 For purposes of this Article, the term "Protected Health Information" ("PHI") means any information, including demographic information collected from an individual, that relates to the past, present, or future physical or mental health or condition of an individual, to the provision of health care to an individual, or to the past, present, or future payment for the provision of health care to an individual, that identifies the individual, or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual. Within the context of this Agreement, PHI may be received by the Contractor from the Department or may be created or received by the Contractor on behalf of the Department in Contractor's capacity as a business associate. All PHI received or created by the Contractor in Contractor's capacity as a business associate and as a consequence of its performance under this Agreement is referred to herein collectively as "Department's PHI."

16.2.0 The Contractor acknowledges that the Department administers on behalf of New York State several group health plans as that term is defined in the Health Insurance Portability and Accountability Act's (HIPAA) implementing regulations at 45 CFR Parts 160 and 164, and that each of those group health plans consequently is a "covered entity" under HIPAA. These group health plans

include NYSHIP, which encompasses the Empire Plan as well as participating health maintenance organizations; the Dental Plan, and the Vision Plan. In this capacity, the Department is responsible for the administration of these “covered entities” under HIPAA. The Contractor further acknowledges that the Department has designated NYSHIP and The Empire Plan as an Organized Health Care Arrangement (OHCA). The Contractor further acknowledges that the Contractor is a HIPAA “business associate” of the Department as a consequence of the Contractor’s provision of services to and/or on behalf of the Department as administrator of the “covered entities” within the context of the Contractor’s performance under this Agreement, and that the Contractor’s provision of such services may involve the disclosure to the Contractor of individually identifiable health information from the Department or from other parties on behalf of the Department, and also may involve the Contractor’s disclosure to the Department of individually identifiable health information as a consequence of the services performed under this Agreement. To the extent Contractor acts as a HIPAA “business associate” of the group health plans identified as “covered entities” in this Section 16.2.0, Contractor shall adhere to the requirements as set forth in Article XV of this Agreement.

16.3.0 Permitted Uses and Disclosures of the Department’s PHI: The Contractor may create, receive, maintain, access, transmit, use and/or disclose the Department’s PHI solely in accordance with the terms of this Agreement. In addition, the Contractor may use and/or disclose NYSHIP’s PHI to provide data aggregation services relating to the health care operations of the Department. Further, the Contractor may use and disclose NYSHIP’s PHI for the proper management and administration of the Contractor if such use is necessary for the Contractor’s proper management and administration or to carry out the Contractor’s legal responsibilities, or if such disclosure is required by law or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

16.4.0 Nondisclosure of NYSHIP's PHI: The Contractor shall not create, receive, maintain, access, transmit, use or further disclose the NYSHIP's PHI otherwise than as permitted or required by this Agreement or as otherwise required by law. The Contractor shall limit its uses and disclosures of PHI when practical to the information comprising a Limited Data Set, and in all other cases to the minimum necessary to accomplish the intended purpose of the PHI's access, use, or disclosure.

16.5.0 Safeguards: The Contractor shall use appropriate, documented safeguards to prevent the use or disclosure of NYSHIP's PHI otherwise than as provided for by this Agreement. The Contractor shall maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards that satisfy the standards set forth in the HIPAA Security Rule at 45 C.F.R. §§ 164.308, 164.310, and 164.312, along with corresponding policies and procedures, as required by 45 C.F.R. § 164.316, appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, to reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives, maintains accesses, or that it transmits on behalf of the Department pursuant to this Agreement to the same extent that such electronic PHI would have to be safeguarded if credited, received, maintained, accessed or transmitted by a group health plan identified herein.

16.6.0 Breach Notification

16.6.1 Reporting: The Contractor shall report to the Department any breach of unsecured PHI, including any use or disclosure of NYSHIP's PHI otherwise than as provided for by this Agreement, of which the Contractor becomes aware. An acquisition, access, transmission, use or disclosure of NYSHIP's PHI that is unsecured in a manner not permitted by HIPAA or this Agreement is presumed to be a breach unless the Contractor demonstrates that there is a low probability that NYSHIP's PHI has been compromised based on the Contractor's risk assessment of at least the following factors: (i) the nature and extent of NYSHIP's PHI involved, including the types of identifiers and the likelihood of re-identification; (ii)

the unauthorized person who used NYSHIP's PHI or to whom the disclosure was made; (iii) the unauthorized person who used NYSHIP's PHI was actually acquired or viewed; and (iv) the extent to which the risk to NYSHIP's PHI has been mitigated. Further, the Contractor shall report to the Department any security incident of which it becomes aware subject to Section 16.6.5. "Security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations in an information system. The Contractor shall notify the Department within 5 Business Days of the date the Contractor becomes aware of the event for which reporting is required by this Section 16.6.1.

16.6.2 Required Information: The Contractor shall provide the following information to the Department within 10 Business Days of discovery except when, despite all reasonable efforts by the Contractor to obtain the information required, circumstances beyond the control of the Contractor necessitate additional time. Under such circumstances, the Contractor shall provide to the Department the following information as soon as possible and without unreasonable delay, but in no event later than 30 Days from the date of discovery:

- 16.6.2a** The date of the breach incident;
- 16.6.2b** The date of the discovery of the breach;
- 16.6.2c** A brief description of what happened;
- 16.6.2d** A description of the types of unsecured PHI that were involved;
- 16.6.2e** Identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the breach;
- 16.6.2f** A brief description of what the Contractor is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches; and
- 16.6.2g** Any other details necessary to complete an assessment of the risk of harm to the individual.

-
- 16.6.3** The Department will be responsible for providing notification to individuals whose unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed as a result of a breach, as well as the Secretary of the U.S. Department of Health and Human Services and the media, as required by 45 CFR Part 164.
- 16.6.4** The Contractor shall maintain procedures to sufficiently investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures and the specific findings of the investigation to the Department upon request.
- 16.6.5** For purposes of this Agreement, “Unsuccessful Security Incidents” include activity such as pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of electronic PHI.
- 16.6.6** The Contractor shall mitigate, to the extent practicable, any harmful effects from any use or disclosure of PHI by the Contractor not permitted by this Agreement.
- 16.7.0 Associate’s Agents:** The Contractor shall require all of its agents or Key Subcontractors to whom it provides NYSHIP’s PHI, whether received from the Department or created or received by the Contractor on behalf of the Department, agree by way of written contract or other written arrangement, to the same restrictions and conditions on the access, use, and disclosure of PHI that apply to the Contractor with respect to NYSHIP’s PHI under this Agreement.
- 16.8.0 Availability of Information to the Department:** The Contractor shall make available to the Department such information and documentation as the Department may require regarding any disclosures of PHI by the Contractor to fulfill the Department’s obligations to provide access to, to provide a copy of, and to account for disclosures of NYSHIP’s PHI in accordance with HIPAA and its implementing regulations. The Contractor shall provide such information and documentation within a reasonable amount of time of its receipt of the request from the Department. Contractor must provide the Department with access to

NYSHIP's PHI in the form and format requested, if it is readily producible in such form and format; or if not, in a readable hard copy form or such other form and format as agreed to by the Parties, provided, however, that if NYSHIP's PHI that is the subject of the request for access is maintained in one or more designated record sets electronically and if requested by the Department, Contractor must provide the Department with access to the requested PHI in a readable electronic form and format.

16.9.0 Amendment NYSHIP's PHI: The Contractor shall make NYSHIP's PHI available to the Department as the Department may require to fulfill the Department's obligations to amend individuals' PHI pursuant to HIPAA and its implementing regulations. The Contractor shall, as directed by the Department, incorporate any amendments to NYSHIP's PHI into copies of NYSHIP's PHI as maintained by the Contractor.

16.10.0 Internal Practices: The Contractor shall make its internal practices, policies and procedures, books, records, and agreements relating to the use and disclosure of NYSHIP's PHI, whether received from the Department or created or received by the Contractor on behalf of the Department, available to Department and/or the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the Department and/or the Secretary for purposes of determining the Department's compliance with HIPAA and its implementing regulations.

16.11.0 Termination:

16.11.1 This Agreement may be terminated by the Department at the Department's discretion if the Department determines that the Contractor, as a business associate, has violated a material term of this Article or of this Agreement with respect to the Contractor's obligations under this Article.

16.11.2 Disposition of NYSHIP's PHI: At the time this Agreement is terminated, the Contractor shall, if feasible, return or destroy all of NYSHIP's PHI, whether received from the Department or created or received by the Contractor on behalf of the Department, that the

Contractor still maintains in any form and retain no copies of such information. Alternatively, if such return or destruction is not feasible, the Contractor shall extend indefinitely the protections of this Agreement to the information and shall limit further uses and disclosures to those purposes that make the return or destruction of NYSHIP's PHI infeasible.

16.12.0 Indemnification: The Contractor agrees to indemnify, defend and hold harmless the State, the group health plans identified herein, and the Department and its respective employees, officers, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by the Contractor or its employees, officers, Key Subcontractors, agents or other members of its workforce. Accordingly, the Contractor shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Contractor's acts or omissions hereunder. The Contractor's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

16.13.0 Miscellaneous:

16.13.1 Amendments: This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties and approved by the NYS Attorney General's Office and NYS Office of the State Comptroller. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to achieve and maintain compliance with the requirements of HIPAA and its implementing regulations.

16.13.2 Survival: The respective rights and obligations of the Business Associate and the covered entities under HIPAA as set forth in this Article XVI shall survive termination of this Agreement.

16.13.3 Regulatory References: Any reference herein to a federal regulatory section within the Code of Federal Regulations shall be a reference to such section as it may be subsequently updated, amended or modified, as of their respective compliance dates.

16.13.4 Interpretation: Any ambiguity in this Agreement shall be resolved to permit covered entities to comply with HIPAA.

ARTICLE XVII NOTICES:

17.1.0 All notices permitted or required hereunder shall be in writing and shall be transmitted either:

17.1.1 Via certified or registered United States mail, return receipt requested;

17.1.2 By facsimile transmission;

17.1.3 By personal delivery;

17.1.4 By expedited delivery service; or

17.1.5 By e-mail.

17.2.0 Such notices shall be addressed as follows or to such different addresses as the Parties may from time-to-time designate:

State of New York Department of Civil Service

Name: Mr. David Boland
Title: Director, Employee Benefits Division
Address: EBD, Room 1106, Albany, NY 12239
Telephone Number: 518-473-1977
Facsimile Number: 518-473-3292
E-Mail Address: David.Boland@cs.ny.gov

Contractor

Name: (TBD)
Title: (TBD)
Address: (TBD)
Telephone Number: (TBD)
Facsimile Number: (TBD)
E-Mail Address: (TBD)

- 17.3.0** 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 United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- 17.4.0** The Parties may, from time to time, specify any new or different address in the United States as their address for 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.

ARTICLE XVIII: IRAN DIVESTMENT ACT

- 18.1.0** As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) developed and maintains a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list was posted on the OGS website on August 10, 2012.
- 18.2.0** By entering into this Agreement, Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on this Agreement any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend the Agreement, it must provide the same certification at the time this Agreement is renewed or extended. Contractor also agrees that any proposed Assignee of this Agreement will be required to certify that it is not on the

Prohibited Entities List before the Department may approve a request for Assignment of this Agreement.

18.3.0 During the term of the Agreement, should the Department receive information that a person (as defined in State Finance Law 165-a) is in violation of the above-referenced certification, the Department 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, which is in violation of the Act within 90 days after the determination of such violation, then the Department shall take such action as may be appropriate including, but not limited to seeking compliance, recovering damages, or declaring the Contractor in default.

18.4.0 The Department reserves the right to reject any request for renewal, extension or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension or assignment of this Agreement, and pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

ARTICLE XIX: RESPONSIBILITY TERMS

19.1.0 The Contractor is required to provide the Department with an updated Vendor Responsibility Questionnaire when requested to do so by the Department throughout the term of the Agreement. Regardless, the Contractor is required to report to the Department any material changes in the information reported in its initial Vendor Responsibility Questionnaire.

19.2.0 The Contractor shall at all times during the Agreement term remain responsible. The Contractor agrees, if requested by the Commissioner of the Department or his or her designee, 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.

19.3.0 Suspension of Work (for Non-Responsibility): The Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers

information that calls into question 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. Agreement activity may resume at such time as the Commissioner or his or her designee issues a written notice authorizing a resumption of performance under the Agreement.

- 19.4.0** Termination (for Non-Responsibility): Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Agreement may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

SECTION VII: CONTRACT PROVISIONS

IN WITNESS WHEREOF, the Parties hereto have hereunto signed this AGREEMENT on the day and year appearing opposite their respective signatures.

Agency Code: 08000
Agreement Number: C000XXX

Agency Certification: "In addition to the acceptance of this Agreement, I also certify that original copies of this signature page will be attached to all exact copies of this Agreement."

**NEW YORK STATE
DEPARTMENT OF CIVIL SERVICE**

**CONTRACTOR
[Insert Name of Contractor]**

**Lola Brabham
EXECUTIVE DEPUTY COMMISSIONER**

By: _____

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

INDIVIDUAL, CORPORATE OR PARTNERSHIP 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:

[Check One, as applicable]

(**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 the _____ 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 the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

Notary Public

Approved as to form:

Approved:

**ERIC SCHNEIDERMAN
ATTORNEY GENERAL**

**THOMAS P. DINAPOLI
STATE COMPROLLER**

By: _____

By: _____

Date: _____

Date: _____

SECTION VIII: GLOSSARY OF TERMS

Affiliate means a person or organization which, through stock ownership or any other affiliation, directly, indirectly, or constructively controls another person or organization, is controlled by another person or organization, or is, along with another person or organization, under the control of a common parent

AG means the New York State Attorney General's Office.

Agreement or Contract means the agreement entered into between the Parties resultant from this IFB.

Automated Clearing House (ACH) means the electronic clearing and settlement system used for financial transactions by US commercial banks and other institutions.

Business Day(s) means every Monday through Friday, except for days designated as Business Holidays.

Business Holiday(s) means legal holidays observed by the State.

Contract Effective Date means the date that the Agreement is approved by the New York State Office of the State Comptroller.

Commissioner means the Commissioner of the New York State Department of Civil Service.

Contractor means the successful Offeror selected as a result of the evaluation of Offerors' Proposals submitted in response to this IFB and who executes a contract with the Department to provide Project Services.

CSL means New York State Civil Service Law.

Daily Cash Reports mean summary of total deposits processed each Business Day.

Day(s) means calendar days unless otherwise noted.

Department or DCS means the New York State Department of Civil Service.

Dependent means the spouse, domestic partner, and children under twenty-six (26) years of age of an Enrollee. Young adult dependent children age twenty-six (26) or over are also eligible if they are incapable of supporting themselves due to mental or physical disability acquired before termination of their eligibility for coverage under the New York State Health Insurance Program.

Deposit Advice means notification to EBD of the total amount of checks processed and deposited each day.

Division means EBD.

DOB means the New York State Division of the Budget.

Electronic Lockbox means a receivable system that allows enrollees to remit premiums through their online bank.

Empire Plan means the self-insured health plan administered by the NYS Department of Civil Service to provide health benefits for the employees, retirees and eligible dependents of New York State and NYSHIP Participating Agencies and Participating Employers.

Employee means Employee, Retiree, Vestee, or Dependent Survivor of a Deceased Employee or Retiree defined as an employee in the regulations of the President of the Civil Service Commission, as amended from time to time.

Employee Benefits Division (EBD) means the division of the New York State Department of Civil Service responsible for administering the New York State Health Insurance Program (NYSHIP).

Employee ID (EMPLID) means the unique identifying code of an enrollee (i.e., Enrollee's account number).

Enrollee means an employee, retiree, former employee, or dependent who elects to participate in one or some of the benefit programs administered by the Department of Civil Service.

ET means prevailing Eastern Time.

GOER means the New York State Governor's Office of Employee Relations.

HMO means one of the health maintenance organizations which participate in the New York State Health Insurance Program.

IFB or Procurement means the Invitation for Bid entitled “NYSHIP Banking Services,” dated November 9, 2015.

Implementation Date means the first day of the month following a 60-day implementation period after the Office of the State Comptroller approves the Agreement that results from this IFB.

Key Subcontractor(s) means those vendors with whom the Contractor subcontracts to provide all or part of the Project Services set forth in IFB #Banking Services-2016-1.

Lockbox means a post office box located in the continental United States assigned to receive payments.

MWBE means Minority- and Women-Owned Business Enterprises.

New York State Health Insurance Program (NYSHIP) means the health insurance program established by NYS to provide health insurance protection to employees, retirees and eligible dependents of New York State and Participating Agencies and Participating Employers. The program is administered by the NYS Department of Civil Service. NYSHIP provides health insurance coverage through The Empire Plan, Health Maintenance Organizations (HMOs); and the Student Employee Health Plan (SEHP).

NYBEAS means the New York Benefits Eligibility & Accounting System, a computerized enrollment system utilized by the Department for the administration of employee benefits.

NYS or State means the State of New York (including the New York State Department of Civil Service).

Offeror means any responsible and eligible entity submitting a responsive Proposal to this IFB. It shall be understood that references in the IFB to “Offeror” shall include said entity’s proposed Key Subcontractor or Affiliates, if any.

OSC means the New York State Office of the State Comptroller.

Participating Agency (PA) means any unit of local government such as school districts, special districts, or district or municipal corporations that elects with the approval of the President of the Civil Service Commission, to participate in the New York State Health Insurance Program. Examples of PAs are: Clinton County; East Meadow Public Library; and the Central Islip Union Free School District.

Participating Employer (PE) means any public authority, public benefit corporation, or other agency subdivision or quasi-public organization of the State that elects, with the approval of the President of the Civil Service Commission, to participate in the New York State Health Insurance Program. Examples of PEs are: the NYS Thruway Authority and the Dormitory Authority.

Payment means check, money order, ACH transaction or wire transfer.

Pending Account means the checking account for the Health Insurance Program and the Life Insurance Program, as applicable. Funds of this account must be available within one (1) Business Day for transfer into the State Treasury.

Plan means The Empire Plan.

President means the President of the Civil Service Commission and the Commissioner of the Department.

Project or Project Services means the entire scope of services to be provided by the Contractor pursuant to the terms and conditions of the Agreement that results from this IFB.

Proposal or Submissions means the Offeror's Proposal, submitted in response to the IFB including all responses to supplemental requests for clarification, information, and documentation.

Regulations of the President of the Civil Service Commission means those regulations promulgated by the President of the Civil Service Commission under the authority of Civil Service Law, Article XI, as amended, and including but not limited to those regulations found at 4 New York Code of Rules and Regulations (NYCRR) Part 73, as amended.

Remittance Form means document or billing invoice accompanying a payment mailed to the Lockbox.

Remote Deposit Capture Scanners means scanners, provided by the Contractor and located at the Department to be used for scanning deposits received directly by DCS.

Restrictively Endorsed means payment that may only be deposited into the EBD checking account.

Retiree means any person defined as a Retiree pursuant to the terms of 4 NYCRR Part 73, as amended.

Scan Line means numeric identification on the bottom of the Remittance Form.

Student Employee Health Plan (SEHP) means a health benefits plan for graduate student employees of the New York State University and the New York City University systems that provides benefits through the various Empire Plan Insurance Contracts.

Third Party Check means the payee is other than an EBD pending account.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

any State approved sums due and owing for work done upon the project.

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

the contract, the Department of Civil Service and the State Comptroller.

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

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

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

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

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

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

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

APPENDIX B
STANDARD CLAUSES FOR ALL DEPARTMENT CONTRACTS

TABLE OF CONTENTS

1.	INTEGRATION	2
2.	EXECUTORY PROVISION	2
3.	CHOICE OF LAW	2
4.	DISPUTE RESOLUTION	2
5.	WAIVER OF BREACH.....	2
6.	NEW YORK STATE REQUIREMENTS.....	2
7.	OUTSIDE OF SCOPE.....	3
8.	NON-ASSIGNABILITY.....	3
9.	NOTIFICATION.....	3
10.	INDEMNIFICATION	3
11.	PATENT, COPYRIGHT OR PROPRIETARY RIGHTS INFRINGEMENT	4
12.	DATE/TIME WARRANTY	4
13.	VIRUS WARRANTY	5
14.	TITLE AND OWNERSHIP WARRANTY	5
15.	USE RESTRICTIONS AND INTELLECTUAL PROPERTY	5
16.	OWNERSHIP/TITLE TO PRODUCT DELIVERABLES	5
17.	FORCE MAJEURE.....	7
18.	TIME OF THE ESSENCE	7
19.	RIGHTS AND REMEDIES	7
20.	FEDERAL AND STATE COMPLIANCE	7
21.	TAXES	8
22.	INDEPENDENT CONTRACTOR	8
23.	NO THIRD PARTY BENEFICIARIES.....	8
24.	HEADINGS OR CAPTIONS	8
25.	PARTIAL INVALIDITY.....	8
26.	CONFLICT OF INTEREST	8
27.	AUDIT AUTHORITY.....	9
28.	CONFIDENTIALITY	9
29.	INFORMATION SECURITY REQUIREMENTS.....	9
30.	NONDISCLOSURE OF CONFIDENTIAL INFORMATION	10
31.	FREEDOM OF INFORMATION LAW	11
32.	TERMINATION OF AGREEMENT.....	11
33.	CONTRACTOR PERSONNEL	12
34.	OPERATIONAL CONTACTS	12
35.	SUBCONTRACTING	13
36.	PUBLICITY AND COMMUNICATIONS.....	14
37.	CONSULTANT DISCLOSURE REQUIREMENTS	14
38.	PROCUREMENT LOBBYING RESTRICTIONS UNDER STATE FINANCE LAW SECTIONS 139-J AND 139-K.....	14
39.	VENDOR RESPONSIBILITY	14
40.	TAX LAW SECTION 5-A - CERTIFICATION REGARDING SALES AND COMPENSATING USE TAXES.....	15
41.	CONTRACT PAYMENT.....	15

1. INTEGRATION

The contract executed between the Department and the Contractor (or Purchase Order issued by the Department) is hereinafter referred to as the Agreement. The Agreement, including all Exhibits and Appendices, including this Appendix B, copies of which are attached thereto, and incorporated therein by reference, constitutes the entire agreement between the Parties for the purpose of the fulfillment of Program Services or Project Services. All prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

All statements made by the Department shall be deemed to be representations and not warranties.

2. EXECUTORY PROVISION

Section 112 of the State Finance Law requires that any contract made by a State department which exceeds fifty thousand dollars (\$50,000) in amount be first approved by the Comptroller of the State of New York before becoming effective. The Parties recognize that, if the Agreement is for fifty thousand dollars or more, it is wholly executory until and unless approved by the Comptroller of the State of New York.

3. CHOICE OF LAW

The Parties agree that the Agreement shall be interpreted according to the laws of the State of New York, except where the federal supremacy clause requires otherwise. The Contractor shall be required to bring any legal proceeding against the Department arising from the Agreement in New York State courts located in Albany County.

4. DISPUTE RESOLUTION

Except as otherwise provided in the Agreement, any dispute raised by the Contractor concerning any question of fact or law arising under the Agreement which is not disposed of by mutual agreement of the Parties shall be decided initially by the designee of the President of the Civil Service Commission (President). A copy of the written decision shall be furnished to the Contractor. The Parties shall proceed diligently with the performance of the Agreement and shall comply with the provisions of such decision and continue to comply pending further resolution of any such dispute as provided herein. The decision of the designee of the President shall be final and conclusive unless, within ten (10) Days from the receipt of such decision, the Contractor furnishes the President a written appeal. In the event of an appeal, the President shall promptly review the initial decision, and confirm, annul, or modify it. The decision of the President shall be final and conclusive unless, as determined by a court of competent jurisdiction, it violates one of the provisions of section 7803 of the Civil Practice Law and Rules. Pending final decision of any Article 78 proceeding hereunder, both Parties shall proceed diligently with the performance of the Agreement in accordance with the President's decision.

5. WAIVER OF BREACH

No term or provision of the Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by a Party to, or waiver of, a breach under the Agreement shall constitute a consent to, a waiver of, or excuse for any other, different or subsequent breach.

6. NEW YORK STATE REQUIREMENTS

The Contractor acknowledges that it is bound by the terms of Appendix A, Standard Clauses For All New York State Contracts, which is attached and incorporated by reference to the Agreement.

7. OUTSIDE OF SCOPE

The Contractor agrees that any and all work performed outside the scope of the Agreement shall be deemed to be gratuitous and not subject to any charge, cost or payment of any kind.

8. NON-ASSIGNABILITY

Neither the rights nor the obligations of the Contractor under the Agreement may be conveyed, assigned, delegated, or otherwise transferred in any manner whatsoever by the Contractor, either in whole or in part, without the prior written approval of the Department.

9. NOTIFICATION

All notices permitted or required by the Agreement to be given by one Party to the other shall be in writing and shall be transmitted either (1) via certified or registered mail, return receipt requested; (2) by facsimile transmission; (3) by personal delivery; (4) by expedited delivery service; or (5) by e-mail.

10. INDEMNIFICATION

The Contractor agrees to indemnify, defend and save harmless the Department, the State, its officers, agents and employees, for any claims or losses the Department, the State or any individuals may suffer when such claims or losses result from the claims of any person or organization for any and all injuries or damages caused by the negligent acts or omissions of the Contractor, its officers, employees, agents, consultants and/or sub-contractors in performance of the Agreement. Furthermore, the Contractor agrees to indemnify, defend and save harmless the Department and the State, its officers, agents, and employees from any and all claims or losses caused by the acts or omissions of any and all contractors, sub-contractors, consultants and any other persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of the Agreement and from all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of the Agreement, and against any loss, damages or actions, including, but not limited to, costs and expenses, for violation of proprietary rights, copyrights, patents, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any material, information or data furnished under the Agreement, or based on any libelous or otherwise unlawful matter contained in such material, information or data, except as otherwise provided in the Article entitled "Patent Copyright or Proprietary Rights Infringement" of this Appendix B.

The Contractor also shall provide indemnification against all losses, and/or cost expenses (including reasonable counsel fees) that may be incurred by reason of the Contractor's breach of any term, provision, covenant, warranty, or representation contained herein and/or in connection with the enforcement of the Agreement or any provision hereof.

The Department does not agree to any indemnification provisions in any documents attached hereto that require the Department or the State of New York to indemnify or save harmless the Contractor or third parties.

Notwithstanding anything to the contrary in the Agreement, neither the Department nor the Contractor shall be liable to the other for any special, consequential, or punitive damages, or loss of profits or revenues, whether such damages are alleged as a result of tort (including strict liability), contract, warranty, or otherwise, arising out of or relating to either Party's acts or omissions under the Agreement.

11. PATENT, COPYRIGHT OR PROPRIETARY RIGHTS INFRINGEMENT

The Contractor, solely at its expense, shall defend any claim or suit which may be brought against the Department or the State for the infringement of United States patents, copyrights or proprietary rights arising from the Contractor's or the Department's use of any software, equipment, data, materials and/or information of any kind prepared, developed or furnished by the Contractor in connection with performance of the Agreement and, in any such suit, shall satisfy any final judgment for such infringement. The Department shall give the Contractor written notice for such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation.

If principles of governmental or public law are involved, the State of New York may participate in the defense of any action identified under this Article, but no costs or expenses shall be incurred upon the account of the Contractor without the Contractor's written consent.

If, in the Contractor's opinion, any software, equipment, data, materials and/or information prepared, developed or furnished by the Contractor is likely to or does become the subject of a claim of infringement of a United States patent, copyright or proprietary right, then, without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Department's prior written approval, substitute other equally suitable software, equipment, materials, data and/or information. In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any software, equipment, materials and/or information under the Agreement infringes on any patent, copyright, or proprietary right, such action shall be forwarded by the Department to the Contractor for defense and indemnification under this Article and to the Office of the Attorney General of the State of New York together with a copy of the Agreement. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the defense and indemnification set forth herein, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York, in writing, and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of the Agreement. The Contractor shall in such event protect the interests of the State of New York and shall take the steps necessary to secure a continuance to permit the State of New York to appear and defend its interest in cooperation with the Contractor, as is appropriate, including any jurisdictional defenses which the State shall have.

12. DATE/TIME WARRANTY

The Contractor warrants that products furnished pursuant to the Agreement shall 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 and/or services must perform as a package or system, this warranty shall apply to the products and/or services as a system.

Where the 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), the Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure, or error due to the inaccuracy of the 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. The Contractor shall be responsible for damages resulting from any delays, errors, or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of the Agreement 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 the Agreement for breach of warranty.

13. VIRUS WARRANTY

Product contains no viruses, either known to the Contractor or which reasonably should have been known to the Contractor exercising due diligence. The Contractor is not responsible for viruses introduced at the Department's site.

14. TITLE AND OWNERSHIP WARRANTY

The 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 Product(s) transferred to the Department under the Agreement. The Contractor shall be solely liable for any costs of acquisition associated therewith. The Department may require the Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. The Department's request or failure to request such documentation shall not relieve the Contractor of liability under this warranty.

15. USE RESTRICTIONS AND INTELLECTUAL PROPERTY

The Parties agree that all work by the Contractor for the Department is intended as work for hire. The Parties agree that the Contractor's work is specifically ordered and commissioned for use as contributions to a collective work, or is other such work as specified by section 101(2) of the U.S. Copyright Act [17 U.S.C. 101(2)], and is intended to be a work for hire that is made for the use and ownership of the State of New York and the Department. Furthermore, the Department and the Contractor agree that the State of New York and the Department are the owners of all copyrights regarding the work. The Contractor warrants to the State of New York and the Department that the Contractor, and all of its subcontractors and their employees, who have been, or may be used in regard to the Agreement, forfeits all past or future claims of title or ownership to the work produced.

Materials such as forms and publications used by the Contractor in the course of its performance under the Agreement which have been agreed upon by the Parties as generic materials are specifically excluded from this provision.

16. OWNERSHIP/TITLE TO PRODUCT DELIVERABLES

For purposes of this Article, the term "Department" is understood to mean the Department acting on behalf of the State.

(A) Definitions

1. Product(s):

A deliverable furnished under the Agreement by or through the Contractor, including existing and custom Product(s), including, but not limited to: a) components of the hardware environment; b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); c) third party software; d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, object code).

2. Existing Product(s):

Tangible Product(s) and intangible licensed Product(s) which exist prior to the commencement of work under the Agreement. The Contractor retains the burden of proving that a particular product existed before commencement of the Agreement.

3. Custom Product(s):

Product(s), preliminary, final or otherwise, which are created or developed by the Contractor, or its subcontractors, partners, employees, or agents under the Agreement for the benefit of the Department.

(B) Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the Department to perform services detailed in the Agreement. Unless otherwise specified in writing in the Agreement, the Department shall have ownership and/or license rights as follows:

1. Existing Product(s):

a) Hardware - Title and ownership of Existing Hardware Product shall pass to Department upon acceptance.

b) Software - Title and ownership to Existing Software Product(s) delivered by the Contractor under the Agreement which is normally commercially distributed on a license basis by the Contractor or other independent software vendor/proprietary owner ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with the Contractor or other independent software vendor/proprietary owner ("ISV"). Effective upon acceptance, such Product shall be licensed to the Department in accordance with the Contractor or ISV owner's standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant the Department a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless the Contractor advises the Department as part of the Contractor's bid proposal that adaptation will violate existing agreements or statutes and the Contractor demonstrates such to the Department's satisfaction) and distribute Existing Licensed Product to the Department up to the license capacity stated in the work order with all license rights necessary to fully effect the general business purpose(s) stated in the Agreement and (b) recognize the State of New York as the licensee. Where these rights are not otherwise covered by the ISV's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Department shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Product(s):

Effective upon creation of Custom Product(s), the Contractor hereby conveys, assigns and transfers to State the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. The Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Product(s) are protected against unauthorized copying, reproduction and marketing by or through the Contractor, its agents, employees, or subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under the Agreement in the course of the Contractor's business.

Where payment for Custom Product does not involve Certificates of Participation (COPS) pursuant to Article 5-A of the State Finance Law or other third party

financing, the Department may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of State taking exclusive ownership and title to such Products. In such case, the Department shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated herein.

In the event that the Contractor wishes to obtain ownership rights to Custom Product(s), the sale or other transfer shall be at fair market value as determined by the Parties at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the State which complies with the terms of this paragraph.

3. Documentation, Data & Reports

The Department shall own title to all documentation, drawings, (e.g., engineering drawings, system diagrams, logic/schematics, plans, reports, training, maintenance or operating manuals), including network design, equipment configurations and other documentation prepared or developed pursuant to the Agreement, whether preliminary, final or otherwise. The Contractor shall deliver to the possession of the Department all work-in-progress documentation as it becomes available, but in no case longer than thirty (30) days after creation.

17. FORCE MAJEURE

Neither Party to the Agreement shall be liable or deemed to be in default for any delay or failure in performance under the Agreement resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, wars, riots, civil disturbances, insurrections, accident, fire, explosions, earthquakes, floods, the elements, acts or omissions of public utilities or strikes, work stoppages, slowdowns or other labor interruptions due to labor/management disputes involving entities other than the Parties to the Agreement, or any other causes not reasonably foreseeable or beyond the control of a Party. The Parties are required to use best efforts to eliminate or minimize the effect of such events during performance of the Agreement and to resume performance of the Agreement upon termination or cessation of such events.

18. TIME OF THE ESSENCE

The Department and the Contractor acknowledge and agree that time is of the essence for the Contractor's performance under the Agreement.

19. RIGHTS AND REMEDIES

The rights, duties and remedies set forth in the Agreement shall be in addition to, and not in limitation of, rights and obligations otherwise available at law.

20. FEDERAL AND STATE COMPLIANCE

The Contractor shall ensure that its employment practices comply with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended.

The Contractor shall ensure compliance with the Americans With Disabilities Act (42 USC §2101 et. seq.) such that programs and services provided during the course of performance of the Agreement shall be accessible under Title II of the Americans With Disabilities Act and as otherwise applicable under the Americans With Disabilities Act.

21. TAXES

It shall be understood that the Department, as an agency of the State of New York, is not liable for the payment of any sales, use, excise, or other form of tax however designated, levied or imposed, and shall agree to reimburse the Contractor for same only if taxes would have been incurred through the Department's normal business operations.

22. INDEPENDENT CONTRACTOR

The Parties agree that the Contractor is an independent contractor, and the Contractor, its officers, employees, agents, consultants and/or sub-contractors in the performance of the Agreement shall act in an independent capacity and not as agents, officers or employees of the State or the Department. Neither the Contractor nor any sub-contractor shall thereby be deemed an agent, officer, or employee of the State. The Contractor agrees, during the term of the Agreement, to maintain at the 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 the Department with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, State, and local taxes, and all FICA contributions.

23. NO THIRD PARTY BENEFICIARIES

Nothing contained in the Agreement, expressed or implied, is intended to confer upon any person, corporation, other than the Parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of the Agreement.

24. HEADINGS OR CAPTIONS

The headings or captions contained within the Agreement are intended solely for convenience and reference purposes and shall in no way be deemed to define, limit or describe the scope or intent of the Agreement or any provisions thereof.

25. PARTIAL INVALIDITY

Each Party agrees that it shall perform its obligations under the Agreement in accordance with all applicable federal and State laws, rules, and regulations, policies and/or guidelines now or hereafter in effect. If any term or provision of the Agreement shall be found to be illegal or unenforceable, then, notwithstanding such term or provision, the Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken.

26. CONFLICT OF INTEREST

The Contractor shall ensure that its officers, employees, agents, consultants and/or sub-contractors comply with the requirements of the New York State Public Officers Law ("POL"), as amended, including but not limited to sections 73 and 74, as amended, with regard to ethical standards applicable to State employees, and particularly POL sections 73(8)(a)(i) and (ii) regarding post-employment restrictions affecting former State employees. Additionally, the Contractor shall ensure that no violation of these provisions will occur by reason of the Contractor's proposal for or negotiation and execution of the Agreement or in its delivery of services pursuant to the Agreement. If, during the term of the Agreement, the Contractor becomes aware of a relationship, actual or potential, which may be considered a violation of the POL or which may otherwise be considered a conflict of interest, the Contractor shall notify the Department in writing immediately. Should the Department thereafter determine that such employment is inconsistent with State law; the Department shall so advise the Contractor in writing, specifying its basis for so determining, and may require that the contractual or employment relationship be canceled. Failure to comply with these provisions may result in suspension or cancellation of the Agreement and criminal proceedings as may be required by law.

The Contractor is required to make full disclosure of any circumstances that could affect its ability to perform in complete compliance with the POL. Any questions as to the applicability of these provisions should be addressed by the Contractor to the New York State Ethics Commission, 540 Broadway, Albany, NY 12207 (518) 408-3976.

27. AUDIT AUTHORITY

The Contractor acknowledges that the Department and the Office of the State Comptroller have the authority to conduct financial and performance audits of the Contractor's delivery of Program Services (or Project Services) in accordance with the Agreement and any applicable State and federal statutory and regulatory authorities. Such audit activity may include, but not necessarily be limited to, the review of documentary evidence to determine the accuracy and fairness of all items on the Contractor's submission of claims for payment under the Agreement, and the review of any and all activities relating to the Contractor's performance and administration of the Agreement.

The Contractor shall make available documentary evidence necessary to perform such reviews. Documentation made available by the Contractor may include, but is not limited to, source documents, books of account, subsidiary records and supporting work papers, claim documentation and pertinent contracts and correspondence.

The audit provisions contained herein shall in no way be construed to limit the audit authority or audit scope of the Office of the State Comptroller as set forth in Appendix A of the Agreement - Standards Clauses for All New York State Contracts.

28. CONFIDENTIALITY

All records maintained by the Contractor and relating to the Agreement are confidential and shall be used by the Contractor and its officers, employees, and subcontractors or agents solely for the purpose of carrying out its obligations under the Agreement. Except as directed by a court of competent jurisdiction or as may be permitted or required by applicable New York State or federal law or regulations, no such records may be otherwise used or released to any person by the Contractor, its employees, subcontractors or agents, either during the term of the Agreement or in perpetuity thereafter. Deliberate or repeated accidental breach of this provision may, at the sole discretion of the Department, be grounds for termination of the Agreement.

The Contractor shall promptly advise the Department of all requests made to the Contractor for information regarding the performance of services under the Agreement, including any information provided by the Department, except as required by subcontractors or agents solely for the purpose of carrying out obligations under the Agreement or as required by law.

The Contractor shall be responsible for assuring that any agreement between the Contractor and any of its officers, agents and employees or applicable subcontractors contains a provision that conforms strictly to the provisions of this Article.

29. INFORMATION SECURITY REQUIREMENTS

In accordance with the Information Security Breach and Notification Act (ISBNA) (General Business Law §889-aa, State Technology Law §208), Contractor shall be responsible for complying with provisions of the ISBNA and the following terms contained herein with respect to any private information (as defined in ISBNA) received by Contractor under the Agreement (Private Information) that is within the control of the Contractor either on the Department's information security systems or the Contractor's information security system (System). In the event of a breach of the security of the System (as defined by ISBNA),

Contractor shall immediately commence an investigation, in cooperation with the Department, to determine the scope of the breach and restore security of the System to prevent any further breaches. Contractor shall also notify the Department of any breach of the security of the System immediately following discovery of such breach.

Except as otherwise instructed by the Department, Contractor shall, to the fullest extent possible, first consult with and receive authorization from the Department prior to notifying any individuals, the State Office of Cyber Security and Critical Infrastructure Coordination (CSCIC), the State Consumer Protection Board and the Office of the Attorney General (OAG) or any consumer reporting agencies of a breach of the security of the System or concerning any determination to delay notification due to law enforcement investigations. Contractor shall be responsible for providing the notice to all such required recipients and for all the costs associated with providing such notice. Contractor shall be liable for any other costs associated with noncompliance of ISBNA if caused by the Contractor or Contractor's agents, officers, employees, or subcontractors. Nothing herein shall in any way impair the authority of the OAG to bring an action against the Contractor to enforce the provisions of ISBNA or limit Contractor's liability for any violation of the ISBNA. Additional information relative to the law and the notification process is available at:

<http://www.cscic.state.ny.us/security/securitybreach>

Contemporaneous with the execution of the Agreement, the Contractor and its designees shall execute the Department's Third Party Connection and Data Exchange Agreement and any other protocol required by the Department, and shall ensure its employees, agents and designees complete the related Third Party Acceptable Use Policy and Agreement if applicable, to ensure the security of data transmissions and other information related to the administration of the Agreement. This request may be waived by the Department in its sole discretion.

30. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

Except as may be required by applicable law or a court of competent jurisdiction, the Contractor, its officers, agents, employees, and subcontractors shall maintain strict confidence with respect to any Confidential Information to which the Contractor, its officers, agents, employees, and subcontractors have access in the course of the Contractor's performance under the Agreement. For purposes of the Agreement, all State information of which the Contractor, its officers, agents, employees and subcontractors becomes aware during the course of performing services for the Department shall be deemed to be Confidential Information (oral, visual or written). Notwithstanding the foregoing, information that falls into any of the following categories shall not be considered Confidential Information:

- (a) information that is previously rightfully known to the receiving party without restriction on disclosure;
- (b) information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain; and
- (c) information that is independently developed by the Contractor without use of confidential information of the State.

The Contractor shall hold the State and the Department harmless from any loss or damage to the State or the Department resulting from the disclosure by the Contractor, its officers, agents, employees, and subcontractors of such Confidential Information.

The Contractor shall provide for its officers, agents, employees, and subcontractors to acknowledge and execute a nondisclosure agreement containing substantially the terms described in this Article, if requested to do so by the Department or the State.

This representation shall survive termination of the Agreement.

31. FREEDOM OF INFORMATION LAW

Disclosure of information and material provided to the Department by the Contractor in the course of the Contractor's performance under the Agreement shall be permitted consistent with the laws of the State of New York, and specifically the Freedom of Information Law (FOIL), Article 6 of the Public Officers Law. The Department shall take reasonable steps to protect from public disclosure any of the records relating to the Contractor's performance under the Agreement that otherwise are exempt from disclosure under FOIL.

If the Contractor believes that any information or material provided to the Department constitutes trade secret information that should be exempted from FOIL disclosure, the Contractor must, at the time of the materials' submission, request the exemption in writing, specifically identifying the material by page number, line, or other appropriate designation, and provide a particularized explanation as to why the material constitutes trade secret information and how the disclosure of the identified information would cause substantial injury to the Contractor's competitive position. The material sought to be protected from disclosure must be clearly marked in yellow highlighter, on a duplicate copy of the submission and may be provided in hardcopy or on a CD. Generically marking all material as "Confidential" will not be considered adequate for the purpose of this Article.

The Department's receipt of the Contractor's submission of material and the Contractor's request for protection of the material from FOIL disclosure does not constitute a determination that the information is exempt from disclosure under FOIL. In the event any information or material is requested pursuant to FOIL, the Department will address each party's interests fully in accordance with the procedures required by Article 6 of the Public Officers Law.

32. TERMINATION OF AGREEMENT

In addition to any termination provisions specified elsewhere in the Agreement, the following provisions also shall apply:

The Agreement may be terminated by mutual written agreement of the Parties.

The Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of the Agreement, including any exhibits incorporated herein, provided that the Department shall give the Contractor written notice via registered or certified mail, return receipt requested, or hand delivery, such written notice to specify the Contractor's failure and the termination of the Agreement. Termination shall be effective ten (10) Business Days after receipt of such notice unless the Contractor, in the opinion of the Department, has cured such failure. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination. Upon termination for cause, the Department shall have the right to award a new contract to another contractor. Termination for cause shall create a liability upon the Contractor for actual damages incurred and for all reasonable additional costs incurred in reassigning the Agreement.

The Agreement may be terminated if the Department deems that termination would be in the best interest of the State provided that the Department shall give written notice to the Contractor not less than thirty (30) Days prior to the date upon which termination shall become effective, such notice to be made via registered or certified mail, return receipt requested or hand delivered. The date of such notice shall be deemed to be the date of postmark in the case of mail or the date of hand delivery.

The Agreement may be terminated immediately in the event the Department determines that funds are unavailable. The Department agrees to provide notice to the Contractor as soon as it becomes aware that funds are unavailable in the event of termination under this paragraph. If the initial notice is via oral notification, the Department shall provide written notice immediately thereafter. The Department shall be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination or received either orally or in writing by the Contractor from the Department.

In the event of termination for any reason, the Contractor shall not incur new obligations for the terminated portion. The Contractor agrees, after consultation with the Department, to cancel such outstanding obligations as the Contractor deems appropriate in the exercise of sound business judgment.

Upon termination of the Agreement each Party shall, if applicable, return to the other all papers, materials, and other properties of the other Party held by each for purposes of performance under the Agreement. In addition, each Party shall assist the other Party in orderly termination of the Agreement and the transfer of all aspects hereof, tangible, and intangible, as may be necessary to ensure the orderly administration of the State program.

33. CONTRACTOR PERSONNEL

The Contractor shall designate an Account Executive, who shall be the contact person for all matters arising under the Agreement.

The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its personnel. These functions shall be carried out by the Contractor in accordance with the provisions of the Agreement and with all applicable federal and State laws and regulations.

The Contractor is required to commit key personnel for the administration of all aspects of the Agreement. In the event that any of the key personnel will be or are unavailable for the performance of their duties, the Contractor will designate and propose to the Department an equally qualified alternate with full authority to act for the unavailable key person.

The Contractor shall notify the Department in writing of any changes in the key personnel designated for performance of the Agreement. This shall include any changes in the personnel designated to bind the Contractor.

The Department reserves the right to demand the reassignment or cancellation of assignment to duties under the Agreement of any Contractor personnel so assigned. The Department shall not exercise the authority unreasonably. The Contractor agrees to replace any employees so reassigned or canceled with an employee of equal or better qualifications. If the Department exercises its right under this provision, it agrees to provide written notice to the Contractor setting forth its reasons with specificity.

34. OPERATIONAL CONTACTS

The Contractor shall maintain appropriate corporate and/or legal authority, which shall include, but not be limited to, the maintenance of an organization capable of delivering Program Services in accordance with the Agreement and the authority to do business in the State of New York or any other governmental jurisdiction in which Program Services are to be delivered pursuant to the Agreement. The Contractor also shall maintain operations, financial and legal staff that shall be directly available to the Department's operations, financial and legal staff, respectively. For purposes of the Agreement, maintenance of such staff and staff availability by the Contractor shall in no way create any agency relationship between the Department and the Contractor.

The Contractor acknowledges and agrees that no aspect of the Contractor's performance under the Agreement is contingent upon Department personnel or the availability of Department resources, with the exception of all proposed actions of the Contractor specifically identified in the Agreement as requiring the Department approval. With respect to such approval, the Department shall act promptly and in good faith.

The Contractor must cooperate fully with any other contractors who may be engaged by the Department relative to the the Agreement.

The Contractor must ensure that all contacts by the Contractor personnel with other New York State agencies, external organizations (Federal Agencies, Unions, etc.) which result in any charge, cost or payment of any kind, must receive prior written authorization from the Department's Contract Manager.

35. SUBCONTRACTING

If allowed in the solicitation instrument (e.g., Request for Proposal, Invitation for Bids, etc.) that results in the Agreement, the Contractor may arrange for specified portion(s) of its responsibilities under the Agreement to be subcontracted to a Key Subcontractor(s). A "Key Subcontractor" means that vendor(s) with whom the Contractor subcontracts to provide any portion of Program Services. If the Contractor determines to subcontract a portion(s) of Program Services, the Key Subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under the Agreement must be fully explained by the Contractor to the Department. The Contractor retains ultimate responsibility for all Program Services performed under the Agreement.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of the Agreement including, but not be limited to, the body of the Agreement, Appendix A - Standard Clauses For All New York State Contracts, Appendix B - Standard Clauses for All Department Contracts and if applicable as determined by the Department, Appendix C - Third Party Connection and Data Exchange Agreement. Unless waived in writing by the Department, all subcontracts between the Contractor and a Key Subcontractor shall expressly name the State of New York, through the Department, as the sole intended third party beneficiary of such subcontract. The Department reserves the right to review and approve or reject any subcontract with a Key Subcontractor, as well as any amendments to said subcontract(s), and this right shall not make the Department or the State of New York a party to any subcontract or create any right, claim, or interest in the Key Subcontractor or proposed Key Subcontractor against the Department.

The Department reserves the right, at any time during the term of the Agreement, to verify that the written subcontract between the Contractor and Key Subcontractor(s) is in compliance with all of the provision of this Article and any subcontract provisions contained in the Agreement. In addition to other remedies allowed by law, the Department reserves the right to terminate the Agreement for cause if an executed subcontract does not contain all of the provisions/statements stipulated above. If during the term of the Agreement, any executed subcontract between the Contractor and a Key Subcontractor is amended, the Contractor shall, within 30 calendar days of such amendment, provide a copy to the Department.

The Contractor shall give the Department immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a Key Subcontractor or which may affect the performance of the Contractor's duties under the Agreement. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of the Agreement.

36. PUBLICITY AND COMMUNICATIONS

The Contractor shall ensure that all requests for the Contractor's participation in events where the Contractor will be participating on behalf of the Department receive prior written authorization from the Department.

No public discussion or news releases relating to the Agreement shall be made or authorized by the Contractor or the Contractor's agent without the prior written approval of the Department, which written approval shall not be unreasonably withheld or delayed provided, however, that Contractor shall be authorized to provide copies of the Agreement and answer any questions relating thereto to any State or federal regulators or, in connection with its financial activities, to financial institutions for any private or public offering.

37. CONSULTANT DISCLOSURE REQUIREMENTS

Unless directed otherwise by the Department, the Contractor shall demonstrate its compliance with Chapter 10 of the Laws of 2006 throughout the term of the Agreement by submitting to the Department and to the Office of the State Comptroller a "State Consultant Services - Contractor's Annual Employment Report" for each State Fiscal Year. Such report shall be due no later than May 15th of each year following the end of the State Fiscal Year being reported. Such report shall be required of any contract that includes services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health and mental health services, accounting, auditing, paralegal, legal, or similar services. Such report shall conform with Bulletin No. G-226 – Form B as issued by the Office of the State Comptroller. The report must be submitted to the Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th floor, Albany, NY 12236, ATTN: Consultant Reporting; and to the Department's Contract Manager.

38. PROCUREMENT LOBBYING RESTRICTIONS UNDER STATE FINANCE LAW SECTIONS 139-j AND 139-k

The Contractor certifies that all information that it has provided or will provide to the Department pursuant to State Finance Law sections 139-j and 139-k is complete, true, and accurate, including but not limited to information regarding prior determinations of non-responsibility within the past four years based upon (i) impermissible contacts of other violations of SFL section 139-j, or (ii) the intentional provision of false or incomplete information to a governmental entity.

The Department reserves the right to terminate the Agreement in the event it is found that the Contractor's certification of its compliance with SFL sections 139-j or 139-k was intentionally false or intentionally incomplete. Upon such finding, the Department may exercise its right to terminate the Agreement by providing written notification to the Contractor in accordance with Article 9 of this Appendix B.

39. VENDOR RESPONSIBILITY

The Contractor is required to provide the Department with an updated Vendor Responsibility Questionnaire when requested to do so by the Department throughout the term of the Agreement. Regardless, the Contractor is required to report to the Department any material changes in the information reported in its initial Vendor Responsibility Questionnaire.

40. TAX LAW SECTION 5-A - CERTIFICATION REGARDING SALES AND COMPENSATING USE TAXES

In the event the value of the Agreement exceeds \$100,000, the Contractor must file a properly completed Form ST-220-CA with the Department and a properly completed Form ST-220-TD with the Department of Taxation & Finance before the Agreement may take effect.

In addition, after the Agreement has taken effect, the Contractor must file a properly completed Form ST-220-CA with the Department if the Agreement's term is renewed; further, a new Form ST-220-TD must be filed with the Department of Taxation & Finance if no ST-220-TD has been filed by the Contractor or if a previously filed Form ST-220-TD is no longer correct and complete.

41. CONTRACT PAYMENT

Contractor shall provide complete and accurate billing invoices to the Department in order to receive payment. Billing invoices submitted to the Department must contain all information and supporting documentation required by the Agreement, the Department and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under the Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

May 2011



THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

THIS AGREEMENT (the “Agreement”) by and between the NYS Department of Civil Service (“DCS”), with principal offices in Albany, NY 12239, and

with principal offices at

(hereinafter “Third Party”), is entered into as of the date last written below (“the Effective Date”).

This Agreement consists of this signature page and the following attachments incorporated by reference:

- 1. Attachment 1: Third Party Connection and Data Exchange Agreement Terms and Conditions
- 2. Attachment 2: Third Party Connection and Data Exchange Request Requirements Document
- 3. Attachment 3: Third Party Acceptable Use Policy and Agreement
- 4. Attachment 4: DCS Equipment Loan Agreement (Applicable: Yes No)

This Agreement may only be modified by a written document executed by the parties hereto. Any disputes arising out of or in connection with this Agreement shall be governed by New York State law without regard to choice of law provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

<i>Third Party Name:</i>	<i>NYS Department of Civil Service (DCS)</i>
Authorized Signature	Authorized Signature
Name (<i>Print</i>)	Name (<i>Print</i>)
Date	Date



THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 1 – SECURITY REQUIREMENTS

1. *Right to Use Connection*

Third Party may only use the connection and the information obtained from DCS for business purposes as outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2).

2. *Data Exchange*

2.1 Third Party may only use the data obtained for purposes outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2) and the contract or Memoranda of Understanding, if any, that exists between DCS and Third Party for the provision of goods or services or governing conduct between DCS and Third Party with respect to the access to and use of DCS data.

2.2 Data exchange may be conducted only by methods and/or services outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2). Third Party should expect that access to information and services may be limited, as determined or required by DCS.

3. *Network Security*

3.1 Third Party will allow only its own employees approved in advance by DCS (“Third Party Users”) to access the Network Connection or any DCS-owned equipment. Third Party shall be solely responsible for ensuring that Third Party Users are not security risks, and upon DCS’ request, Third Party will provide DCS with any information reasonably necessary for DCS to evaluate security issues relating to any Third Party User.

3.2 Third Party will promptly notify DCS whenever any Third Party User leaves Third Party’s employ or no longer requires access to the connection or DCS-owned Equipment.

3.3 Each Party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party’s use of the connection (and Third Party’s use of DCS-owned Equipment) is secure and is used only for authorized purposes, and (b) such Party’s business records and data are protected against improper access, use, loss alteration or destruction.

3.4 The preferred connectivity method is via the Internet to a DCS-approved or DCS-provided Virtual Private Network (VPN) device. If the device is DCS-provided, DCS will loan the Third Party, in accordance with the DCS Equipment Loan Agreement, the required client software for establishing VPN connections with DCS. Normal DCS perimeter security measures will control access to the internal network.

3.5 Extranet – Designated routers are used in combination with firewall rules to allow access to be managed. A second authentication may be required.



Appendix C
Page 3 of 16

- 3.6 Remote Access - Using the DCS-provided remote access software, Third Party will connect via an Internet browser. The account may be disabled until usage is required and controls are placed and managed by DCS. Third Party will be required to follow procedures to enable the account for each use.
- 3.7 Third Party Connections will be audited. All remote access user accounts for Third Parties will be given an expiration time. Renewals must be requested by Third Party and approved by the Department Sponsor. Obsolete Third Party connections will be terminated.
- 3.8 Software versions on all Third Party computers that connect to the DCS network must be versions that are currently supported by the software manufacturer, and all available security updates and hot fixes for that software must be applied in a timely fashion. Software and firmware for all Third Party networking equipment that is part of the connection to the DCS network must be kept up to date, especially with patches that fix security vulnerabilities.
- 3.9 Anti-virus software and firewalls must be installed and enabled at all times on DCS-owned computers and on Third Party computers that connect to the DCS network. Additionally, virus definition files must be kept up to date.
- 3.10 In no case may a Third Party Connection to DCS be used as an Internet Connection for Third Party or for a Third Party User.

4. Notifications

- 4.1 Third Party shall notify DCS in writing promptly of any change in its Users for the work performed over the Network Connection or whenever Third Party believes a change in the connection and/or functional requirements of the connection is necessary.
- 4.2 Any notices required by this Agreement shall be given in hand, sent by first class mail, or via facsimile to the applicable address set forth below.

Third Party Name:	NYS Department of Civil Service Albany, New York 12239
Address:	
Attention:	Attention:



5. *Citizen Notifications*

If Third Party maintains "identifying personal information" on behalf of the Department and such information is compromised, Third Party shall notify the Department immediately that the information has been compromised, the circumstances under which the information was compromised, and the measures undertaken by Third Party to address those circumstances and to otherwise mitigate the effects of the compromise. If encrypted data is compromised along with the corresponding encryption key and encryption software, the data shall be considered unencrypted and the information will be considered compromised through unauthorized access. If the Department requests Third Party to do so, Third Party shall notify the persons whose identifying information was compromised. Such notification shall be communicated via postal service or email, as directed by the Department, and shall otherwise be executed in accordance with the Department's direction. Notification shall be delayed if a law enforcement agency determines that such notification may impede a criminal investigation. For the purpose of this section, "identifying personal information" shall be any information concerning an individual which, because of name, number, symbol, mark or other identifier in combination with any of the following, is unencrypted: (1) Social Security Number; or (2) driver's license number; or (3) financial 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; or (4) password which would permit access to the individual's account.

6. *Payment of Costs*

Each Party will be responsible for all costs incurred by that Party under this Agreement, including, without limitation, costs for phone charges, telecommunications equipment and personnel for maintaining the connection.

7. *Confidentiality*

- 7.1 Information exchanged for the business purposes outlined in Attachment 2 will be held confidential by the Parties to the maximum extent permitted by law. Each Party may internally use the information received from the other Party hereunder in connection with and as specifically necessary to accomplish the Business Purpose set forth in Attachment 2 and for no other purposes. Each Party may otherwise share such information with other third parties (e.g. consultants, subcontractors, control agencies) as required or permitted by law in order to effect the business purposes outlined in Attachment 2 and for no other purposes, provided that such third parties agree to the confidentiality restrictions set forth herein and as may be required otherwise by State and federal law.
- 7.2 Third Party must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the sensitive information that it creates, receives, maintains, or transmits on behalf of DCS.
- 7.3 Unencrypted DCS information must not be transmitted over email.
- 7.4 Third Party must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it and report to the ITS Enterprise Service Desk any security incident of which it becomes aware.



8. *Third Party Users*

- 8.1 Third Party must require that each Third Party User executes a Third Party Acceptable Use Policy and Agreement (Attachment 3). Third Party must ensure that DCS is notified by fax or mail when the user base changes, following the specifications in the Third Party Connection & Data Exchange Agreement.
- 8.2 All aspects of Third Party connections within DCS control may be monitored by the appropriate DCS support group and/or the DCS Information Security Officer. Any unauthorized use or change to devices will be investigated immediately.
- 8.3 All Third Party Connections will be reviewed on a regular basis and information regarding specific Third Party connection will be updated as necessary. Obsolete Third Party connections will be terminated.

9. *DCS-owned Equipment*

- 9.1 DCS may, in DCS' sole discretion, loan to Third Party certain equipment and/or software for use on Third Party premises (the DCS-owned Equipment) under the terms of the DCS Equipment Loan Agreement set forth in Attachment 4. DCS-owned equipment will only be configured for TCP/IP, and will be used solely by Third Party on Third Party's premises or other locations authorized by DCS for the purposes set forth in this Agreement. DCS is responsible for ensuring that it has the right under applicable software licenses to permit third party use.
- 9.2 Third Party may modify the configuration of the DCS-owned equipment only after notification and approval in writing by authorized DCS personnel.
- 9.3 Third Party will not change or delete any passwords set on DCS-owned equipment without prior approval by authorized DCS personnel. Promptly upon any such change, Third Party shall provide DCS with such changed password.

10. *Term, Termination and Survival*

- 10.1 This Agreement will remain in effect until terminated by either Party, but in no event prior to the termination or expiration of any contract or agreement between the Parties for the purchase of goods or services that provides the business purpose for the exchange of data between the Parties, unless both Parties mutually agree to so terminate this Agreement.
- 10.2 Upon termination, Third Party shall return all tangible DCS data to DCS within a timeframe specified by DCS for that purpose, and further shall certify in writing to DCS that all other DCS data in whatever form has been destroyed. Additionally, any DCS-owned equipment and/or software shall be promptly returned to DCS at Third Party's expense.
- 10.3 Notwithstanding the above, the Parties' obligations to safeguard the confidentiality of the data subject to this Agreement shall survive the termination of this Agreement, and shall bind the Parties' employees, subcontractors, agents, heirs, successors and assigns.



11. Severability

If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

12. Waiver

The failure of any Party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions.

13. Assignment

Third Party may not assign this Agreement, in whole or in part, without the prior written consent from DCS. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.

14. Force Majeure

Neither Party will be liable for any failure to perform its obligations if such failure results from any act of God or other cause beyond such Party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any data.

15. Partial Invalidity

If this Agreement is entered into as a consequence of Third Party's provision of goods or services to DCS pursuant to a contract or other written agreement, that Agreement supersedes this Agreement to the extent the agreements' provisions may be inconsistent.



THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 2 – REQUEST REQUIREMENTS

In accordance with the DCS *Third Party Connection and Data Exchange Policy*, all requests for Third Party connections and data exchanges must be accompanied by this completed requirements document. This document should be completed by the DCS person or group requesting the Third Party connection and/or data exchange. The DCS Department Sponsor must be the Director of the Division whose business requires the Third Party connection and/or data exchange. DCS Divisions are encouraged to work with their IRM Liaison to complete the information in this document.

Part 1 – Business Justification

A. DCS Sponsor (Division Director)

Name: David Boland
Division: Employee Benefits Division

Office Location: NYS Department of Civil Service
Albany, New York 12239
Phone Number: 518-473-1977

Email Address:
David.Boland@cs.ny.gov

Back-up Point of Contact: (Data Custodian)

Name: Barbara Vaughn
Division: Employee Benefits Division

Office Location: NYS Department of Civil Service
Albany, New York 12239
Phone Number: 518-549-2328

Email Address:
Barbara.Vaughn@cs.state.ny.us

B. Business Reason for Connection (To be completed by Sponsor)

State the purpose of establishing the connection and the purpose of the data transmission. Specify the business needs of the proposed connection. Use additional sheets of paper if needed.



C. Specify the details of the work to be accomplished via the connection. What applications will be used? What information will be used? What transactions will be accomplished?

D. Specify the Third Party Controls to be Implemented for Safeguarding DCS Data:

Access Controls:

Audit Controls:

Working procedures or practices for handling printed material and verbal exchanges:

Method of Disposal of media and paper:

User Account Management, including review of accounts:

Physical Security:

Other:

E. Estimated number of hours of use each week?

1 – 20

21 – 40

More than 40 hours per week

F. Anticipated normal hours of use?

M – F, 8:00 – 5:00 pm Eastern time

Other (specify):

G. What is the requested installation date? (Minimum lead-time is 30 days)

H. Approximately how long will the connection be needed?

Up to 6 months

6 – 12 months

More than 12 months

Specific time period:



Note: If a connection is needed for more than a year, the Connection Agreement must be renewed annually.

I. Other useful information

J. Third Party Information

Name of Third Party: Main Phone Number:

Main Office Address:

Management Contact

Name: Department:

Address: Email Address:

Phone Number: Manager's Name:

Manager's Phone:

Backup Contact

Name: Department:

Address: Email Address:

Phone Number: Manager's Name:

Manager's Phone:

Technical Contact

Name: Department:

Address: Email Address:

Phone Number:

Manager's Name: Manager's Phone:

Technical Support Hours:

Escalation List:

Domain name(s): Host name(s):



Appendix C
Page 10 of 16

User Names and Contact Information. (*List all employees of the Third Party who will use this access.*)

User 1 (*name, phone, email*):

User 2 (*name, phone, email*):

User 3 (*name, phone, email*):

User 4 (*name, phone, email*):

User 5 (*name, phone, email*):

User 6 (*name, phone, email*):

User 7 (*name, phone, email*):

User 8 (*name, phone, email*):

User 9 (*name, phone, email*):

User 10 (*name, phone, email*):

K. Other information



THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 3 – THIRD PARTY ACCEPTABLE USE POLICY AND AGREEMENT

This Policy and Agreement applies to all forms of computer and networking use, including local access at the Department of Civil Service (DCS) premises, remote access via public or private networks, access using DCS equipment, access using individual or group accounts, and access via other methods.

A signed paper copy of this form must be submitted by any individual (1) for whom authorization of a new user account is requested, (2) who will use a shared third party account, and/or (3) who is requesting reauthorization of an existing use. Modifications to the terms and conditions of this agreement will not be accepted by DCS management.

Indicate here if this is a notification that the User named below no longer requires access:

User's Name (<i>print</i>):			
Organization:			
Telephone Number:	Area code	Number	Extension
Office Address:			

<i>The undersigned acknowledges that he or she has read, understands, and agrees to comply with this Third Party Acceptable Use Policy and Agreement governing the use of DCS computing resources.</i>	
User Signature:	Date:

You must sign this signature page and send it to DCS. Retain a copy of the signature page and the attached Policy for your records. This form must be delivered either by fax or mail to:

**MAIL: NYS Department of Civil Service, Albany, NY 12239
Attention: ITS Enterprise Service Desk**



THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 3 – THIRD PARTY ACCEPTABLE USE POLICY AND AGREEMENT

I. *Protection of DCS Information*

All records and information maintained in DCS systems accessed by the User are confidential and shall be used by the User solely for the purpose of carrying out the User's official duties. Users may not use any such records and information for any other purpose. No such records or information may otherwise be used or released to any person by the User or by the User's employer or agent, except as may be required by applicable State or federal law or by a court of competent jurisdiction. All accounts and connections will be regularly reviewed.

II. *DCS Log-on Banner*

All users will follow the guidelines of the DCS Log-on Banner as stated below.

NOTICE * The contents of this banner have been recommended to all State agencies by the Office for Technology in the NYS Preferred Standards and Procedures for Information Security. * This electronic system, which includes hardware, software and network components and all data contained therein (the "system"), is the property of the New York State Department of Civil Service (DCS). * Unauthorized use or attempted unauthorized use of this system is not permitted and may constitute a federal or state crime. Such use may subject you to appropriate disciplinary and/or criminal action. Use of this system is only permitted to the extent authorized by DCS. * Use is limited to conducting official business of DCS. Under the Electronic Communications Privacy Act of 1986 (18 U.S.C. 2510, et seq.), notice is hereby given that there are NO facilities provided by this system for sending or receiving private confidential electronic communication. Any use, whether authorized or not, may be monitored, intercepted, recorded, read, copied, accessed or captured in any manner, and used or disclosed in any manner, by authorized DCS personnel without additional prior notice to users. In this regard, users have no legitimate expectation of privacy during any use of this system or in any data on this system. * Use, whether authorized or unauthorized, constitutes expressed consent for DCS to monitor, intercept, record, read, copy, access or capture and use or disclose such information. * DCS policy regarding this matter can be reviewed on the DCS internal website. Copies can also be obtained from the Office of Human Resources Management. Such policies are subject to revision. This notice is consistent with the Acceptable Use Policy issued to DCS employees regarding acceptable use, June 15, 2005. I have read and understand this notification and department policy.

III. *Passwords*

The User is not permitted to share his/her password with anyone. Passwords must never be written down. The User must not use the same password for multiple applications. The User must use passwords that are not easily guessed and must not use their email address as their password.



IV. *Shared Accounts*

All use of shared accounts must be authorized by DCS. Users of shared accounts must be identified to DCS via the completion and signing of this policy/agreement. Third Parties are responsible for notification to DCS when the user base changes. Passwords for shared accounts must not be provided to individuals who have not been identified by Third Party to DCS and who have not completed and signed this policy/agreement.

V. *Virus Protection*

Anti-virus software must be installed and enabled at all times on DCS-owned computers and on third party computers used to conduct DCS business. Virus definition files must be kept up to date. DCS Information Resource Management (IRM) provides anti-virus software and maintains the configuration of that software for all DCS-owned computers.

VI. *Acceptable Use*

DCS computers, computing systems and their associated communication systems are provided to support the official business of DCS. All uses inconsistent with DCS' business activities and administrative objectives are considered to be inappropriate use.

Examples of unacceptable behavior include, but are not limited to the following.

- Any illegal activities that could result in legal actions against and/or financial damage to DCS.
- Computer usage that reasonably harasses or offends other employees, users, or outsiders, or results in public embarrassment to DCS.
- Computer usage that is not specifically approved and which consumes significant amounts of computer resources not commensurate with its benefit to DCS' mission or which interferes with the performance of a worker's assigned job responsibilities.
- Use in connection with compensated outside work or unauthorized not-for-profit business activities.
- Use of sniffers, spyware, ad-ware or other related technology.

VII. *Software Protection*

The User is responsible for complying with copyright, licensing, trademark protection, and fair use restrictions.

VIII. *Reporting Incidents*

Users are required to report incidents of system errors, data discrepancies, application performance problems, to the ITS Enterprise Service Desk at 518-474-2433.



IX. *DCS Rights*

Pursuant to the Electronic Communications Privacy Act of 1986 (18 USC 2510 et seq.), notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications. DCS has access to all access attempts, messages created and received, and information created or stored using DCS resources, and will monitor use as necessary to assure efficient performance and appropriate use. Information relating to or in support of illegal activities will be reported to the appropriate authorities.

DCS reserves the right to log and monitor use. DCS reserves the right to remove a user account from the network. DCS assumes no responsibility or liability for files or information deleted.

The DCS will not be responsible for any damages. This includes the loss of data resulting from delays, non-deliveries, or service interruptions caused by negligence, errors or omissions, or caused by the way the user chooses to use DCS computing facilities.

DCS reserves the right to change its policies and rules at any time.

X. *Penalties*

The User shall hold the State and DCS harmless from any loss or damage to the State and/or DCS resulting from the User's inappropriate disclosure of information covered by this User Agreement. Further, the User's non-compliance with this Agreement may result in the revocation of system privileges, termination of employment or contract with DCS, and/or criminal and/or civil penalties.



Name And Address Of Borrower	DCS Business Unit (Loaning Organization)	
	Point Of Contact	
	Work Location	Telephone
Shipping Address (<i>If different from borrower's</i>)	Manager's Name	
	Date To Be Loaned	
	Date To Be Returned	
Equipment To Be Loaned		
Quantity	Description	Value
Purpose Of Loan		
CONDITIONS OF LOAN		
<ol style="list-style-type: none"> The Borrower of the above equipment agrees to return same in like condition as received from DCS, normal wear and tear excepted, on or before the above return date, unless the loan period is formally extended. Upon termination of this Agreement, Borrower shall uninstall all DCS software included in this Agreement from Borrower's computer and/or network equipment. The Borrower shall not make any copies of DCS software included in this Agreement. In case of loss or damage beyond repair, DCS shall be reimbursed by Borrower at the current price of replacement. The equipment shall not be loaned or transferred to a third party without the written consent of DCS. The right is reserved to cancel the loan or recall the equipment upon ____ days' notice. The Borrower shall assume all shipping and/or transportation costs involved. Other conditions: 		



State of New York
 Department of Civil Service
 The State Campus
 Albany, New York 12239

ADMINISTRATIVE SERVICES DIVISION
Third Party Connection and Data Exchange Agreement
Attachment 4 –Equipment Loan Agreement
 ADM-125 (4/06)

Appendix C
Page 16 of 16

Agreed (Borrower)	Approved (DCS)
Borrowing Organization	Loaning Organization
Signature Of Authorized Official	Signature Of Authorized Official
Title	Title
Date	Date
RECEIPT OF EQUIPMENT	
Borrower (<i>Upon initial receipt</i>)	DCS Lender (<i>Upon termination of Agreement</i>)
Borrowing Organization	Loaning Organization
Signature Of Authorized Official	Signature Of Authorized Official
Title	Title
Date	Date

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The Department of Civil Service is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of Civil Service (the “Department”), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, the Department hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 15% for New York State certified minority-owned business enterprises (“MBE”) participation and 15% for New York State certified women-owned business enterprises (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of qualified MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR §142.8, the Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the 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 a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. The Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. The Contractor shall comply with the following provisions of Article 15-A:
 - 1. Contractor and subcontractor performing work on the Contract (“Subcontractor”) shall undertake or continue existing EEO 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, EEO 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.
 - 2. The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by the Department to award the Contract to the Contractor.
 - 3. If the Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement (see Appendix D-1 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 - 4. The Contractor’s EEO policy statement shall include the following language:

- a. 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 EEO programs 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.
- b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
- c. 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. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, 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 Contract.

C. Form EEO-100 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Form MWBE-100 - Workforce Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, the Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories

listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

2. Separate forms shall be completed by Contractor and any Subcontractor.
 3. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- E. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The 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.

IV MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan, by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Department, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Department shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.

V. Waivers

- A. For Waiver Requests, the Contractor should use the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to the Department.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII Liquidated Damages - MWBE Participation

- A. Where the Department determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Department liquidated damages.
- B. 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.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, the Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the

expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

**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 the New York State Department of Civil Service.

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 the Department 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. The 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) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The 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

Agreed to this _____ day of _____, 2015

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

% 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: _____



Your MWBE Utilization and Reporting Responsibilities Under Article 15-A

The New York State Contract System (“NYSCS”) is your one stop tool compliance with New York State’s MWBE Program. It is also the platform New York State uses to monitor state contracts and MWBE participation.


GETTING STARTED

To access the system, you will need to login or create a user name and password at <https://ny.newnycontracts.com>. If you are uncertain whether you already have an account set up or still need to register, please send an email to the customer service contact listed on the Contact Us & Support page, or reach out to your contract’s project manager. For verification, in the email, include your business name and contact information.

VENDOR RESPONSIBILITIES

As a vendor conducting business with New York State, you have a responsibility to utilize minority- and/or women-owned businesses in the execution of your contracts, per the MWBE percentage goals stated in your solicitation, incentive proposal or contract documents. NYSCS is the tool that New York State uses to monitor MWBE participation in state contracting. Through the NYSCS you will submit utilization plans, request subcontractors, record payments to subcontractors, and communicate with your project manager throughout the life of your awarded contracts.

There are several reference materials available to assist you in this process, but to access them, you need to first be registered within the NYSCS. Once you log onto the website, click on the **Help & Support** >> link on the lower left hand corner of the Menu Bar to find recorded trainings and manuals on

all features of the NYSCS. You may also click on the  icon at the top right of your screen to find videos tailored to primes and subcontractors. There are also opportunities available to join live trainings, read up on the “Knowledge Base” through the Forum link, and submit feedback to help improve future enhancements to the system. Technical assistance is always available through the **Contact Us & Support** link on the NYSCS website (<https://ny.newnycontracts.com>).

For more information, contact your project manager.

Exhibit I.A - Proposal Submission Requirement Checklist

Please indicate by checkmark that your Proposal meets **each** of the following submission requirements:

- 1. TIMELY SUBMISSION:** Proposal submitted to assure receipt by the Department no later than 3:00 p.m. ET on the Proposal Due Date as indicated in IFB Section II.A.1.
- 2. FORMATTING REQUIREMENTS:** The Offeror's Proposal must be organized in three parts: Administrative Section; Technical Section and Cost Section and each part must each comply with the formatting requirements stated in Section II.A.7.a and II.A.7.b of this IFB.
- A. Eight (8) separately bound hardcopies – **two (2) Originals each of the Administrative Section, Technical Section and Cost Section** containing original documents (i.e., original signatures, no photocopies) and marked and numbered (i.e., "ORIGINAL #1" and "ORIGINAL #2."), **Six(6) copies of each Administrative Section, Technical Section and Cost Section** marked and numbered (i.e., "COPY #1," "COPY #2," etc.) and a separate CD for the Administrative, Technical and Cost Sections.
- B. Proposals must be prepared in Adobe Acrobat, with the exception of certain cost and provider network exhibits that have specific formatting instructions.
- C. Each Administrative, Technical and Cost Section must be separately bound and externally labeled with "NYSHIP Banking Services IFB - #BankingServices-2016-1" and Offeror's name(s). (No cost information [i.e., \$ quotes] can be referenced in the Administrative or Technical Section.
- D. Table of Contents
- E. Index Tabs
- F. Pagination
- G. Updates/Corrections
- H. Required Content of Proposals - The Proposal shall consist of three parts: the Administrative Section must contain the documentation required in Section III of this IFB. The Technical Section must be responsive to the programmatic duties and responsibilities set forth in Section IV of this IFB. The Cost Section must demonstrate a commitment to perform all programmatic duties and responsibilities in accordance with Section V of this IFB.
- 3. REQUIRED CONTENT OF THE ADMINISTRATIVE SECTION:** The Administrative Section must contain the following information, in the order enumerated below:
- A. **Formal Offeror Letter:** The Offeror must submit a formal offer in the form of the "Formal Offer Letter" as set forth in IFB, Exhibit I.S in accordance with the requirements set forth in IFB, Section III.A
- B. **Minimum Mandatory Requirements:** The Offeror must submit a completed Exhibit I.T "Offeror Attestations Form" containing the representations and warranties set forth therein.
- C. **Exhibits:** The Offeror must complete and submit the Exhibits specified in Section III.C as follows:
- Exhibit I.A Proposal Submission Requirement Checklist
- Exhibit I.D MacBride Statement and Non-Collusive Bidding Certification
- Exhibit I.G EEO Staffing Plan (form EEO-100)
- Exhibit I.K Offeror's Affirmation of Understanding & Agreement

Exhibit I.A - Proposal Submission Requirement Checklist

C. Exhibits (Cont'd)

- ___ Exhibit I.M Compliance with Public Officers Law Requirements
- ___ Exhibit I.N Compliance with Americans with Disabilities Act
- ___ Exhibit I.O MWBE Utilization Plan (form MWBE-100)
- ___ Exhibit I.P Offeror's Certification of Compliance Pursuant to State Finance Law §139-k
- ___ Exhibit I.Q MWBE & EEO Policy Statement
- ___ Exhibit I.T Offeror Attestations Form
- ___ Exhibit I.T.1 Project Services Attestations Form
- ___ Exhibit I.T.2 Performance Guarantees Attestations Form
- ___ Exhibit I.U.2 New York Subcontractors and Suppliers

___ D. **Key Subcontractors or Affiliates:** The Offeror must provide a statement identifying all Key Subcontractors, if any, that the Offeror will be contracting with to provide Project Services and must, for each such Key Subcontractor or Affiliate identified, complete and submit **Exhibit I.U.1 "Key Subcontractors or Affiliates."**

1. provide a brief description of the services to be provided by the Key Subcontractor or Affiliate; and
2. provide a description of any current relationships with such Key Subcontractor or Affiliate and the clients/projects that the Offeror and Key Subcontractor or Affiliate are currently servicing under a formal legal agreement or arrangement, the date when such services began and the status of the project.

The Offeror must indicate whether or not, as of the date of the Offeror's Proposal, a subcontract (or shared services agreement) has been executed between the Offeror and the Key Subcontractor or Affiliate for services to be provided by the Key Subcontractor or Affiliate relating to this IFB. If the Offeror will not be subcontracting with any Key Subcontractor(s) or Affiliates(s) to provide Project Services, the Offeror must provide a statement to that effect.

___ E. **Reference Checks:** The Offeror must provide two (2) references of current clients and one reference of a former client(s) for a total of three (3) references, for whom the Offeror has supplied Project Services similar to those describe in this IFB. It is preferred that one (1) of the three (3) references be from a governmental client. For each client reference provided, the Offeror must complete and submit **Exhibit I.V "Client References."** The Offeror shall be solely responsible for providing contact names, e-mail addresses and phone numbers of client references who are readily available to be contacted by the State.

___ F. **Financial Statements:** The Offeror must provide a copy of the Offeror's last issued GAAP annual audited financial statement. A complete set of statements, not just excerpts, must be provided. Additionally, for each Key Subcontractor or Affiliate, if any, that provides any of the Project Services; provide the most recent GAAP annual audited statement. If the Offeror, or a Key Subcontractor or Affiliate, is a privately held business and is unwilling to provide copies of their GAAP annual audited financial statements as part of their Proposal, the Offeror/Key Subcontractor/Affiliate must make arrangements for the Procurement evaluation team to review the financial statements.

Exhibit I.A - Proposal Submission Requirement Checklist

NOTE: If financial statements have not been prepared and/or audited, the Offeror/Key Subcontractor or Affiliate must provide the following as part of its Administrative Section: a letter from a bank reference attesting to the Offeror/Key Subcontractor/Affiliate’s financial viability and creditworthiness. (Note: for purposes of this reference, the Offeror may not give as a reference, a parent or subsidiary company, a partner or an Affiliate organization. The letter must include the bank’s name, address, contact person name and telephone number and it must address, at a minimum, the following items:

1. a brief description of the business relationship between the parties (i.e., the Offeror/Key Subcontractor/Affiliate and the bank), including the duration of the relationship and the Offeror’s current standing with the bank. For example: “*The (Offeror/Key Subcontractor/Affiliate’s name) is currently and has been for “x” number of years a client in good standing.*”;
2. a description of any ownership/partner relationship that may exist between the parties, if any. (Note: One party cannot be the parent, partner or subsidiary of the other, nor can one party be an affiliate of the other.); and,
3. any other facts or conclusions the bank may deem relevant to the State in regard to the bank’s assessment of the Offeror/Key Subcontractor/Affiliate’s financial viability and creditworthiness concerning the nature and scope of the Project Services, which are the subject matter of this IFB, and the parties (i.e., the Department and the Offeror or the Offeror and Key Subcontractor or Affiliate) contractual obligations should the Offeror be awarded the resultant contract(s).

G. Vendor Responsibility Questionnaire: The Offeror must complete and execute a NYS Vendor Responsibility Questionnaire for itself and all Key Subcontractors or Affiliates.

1. If the Offeror, Key Subcontractor or Affiliate, if any, is incorporated outside the State of New York, a recent certificate of Good Standing must be submitted for each.
2. If the Offeror, Key Subcontractor or Affiliate, if any, has any employees in NYS, a confirmation of NYS’ Worker’s Compensation and NYS Disability coverage must be submitted for each.

4. REQUIRED CONTENT OF THE TECHNICAL SECTION: The Technical Section shall be responsive to the duties and responsibilities and submission requirements set forth in Section IV of this IFB and it shall contain the following information, in accordance with the submissions associated requirements, and in the order enumerated below:

Technical Section Submission Requirements

1. Executive Summary
2. Account Team
3. Project Implementation
4. Lockbox Services
5. Non-Lockbox Services
6. Check, Money Order, Wire Transfer and ACH Payment Processing
7. Reporting

Exhibit I.A - Proposal Submission Requirement Checklist

- 5. REQUIRED CONTENT OF THE COST SECTION:** The Offeror's Cost Section shall demonstrate that it will execute the duties and responsibilities set forth in Section IV of this IFB and it shall contain the following information, in accordance with the submissions associated requirements below:

___ Exhibit V – Schedule of Fees and Expenses – Direct Fee.

- 6. REQUESTED REDACTIONS CD and HARD COPY:** The FOIL-related materials described herein which the Offeror is requested to provide per IFB, Section II.B.8 will not be considered part of the Offeror's Proposal and will not be reviewed as a part of the Procurement's evaluation process. Notwithstanding this they have been identified in this Checklist as a reminder to Offerors of the need to provide the requested items.

At the time of Proposal submission the Offeror is requested to submit:

- ___ A. Exhibit I.C Freedom of Information Law – Request for Redaction Chart
- ___ B. Separately bound hardcopy of the Administrative Proposal, Technical Proposal, and Cost Proposal with each specific item requested to be protected from FOIL disclosure by highlighting in yellow.
- ___ C. Electronic copy (on CD in Adobe Acrobat Professional software, version 8 or higher) of the complete Proposal noting each the specific item requested to be protected from FOIL which contains no more than three pdf files; one for each part of the Proposal (Administrative Proposal, Technical Proposal, and Cost Proposal).

**This Exhibit has been intentionally left
blank**

Exhibit I.C - Freedom of Information Law – Request for Redaction Chart

_____ (Name of Company)

Proposal Dated _____

In Response to the Department’s Invitation for Bids entitled **NYSHIP Banking Services #Banking Services-2016-1**

- Offeror asserts that the information noted in the table below constitutes proprietary and/or trade secret information and desires that such information not be disclosed if requested pursuant to the New York State Freedom of Information Law, Article 6 of the Public Officers Law.

- Offeror makes NO assertion that any information in its Proposal, in whole or in part, should be protected from FOIL disclosure.

Administrative Section:		
Requested Redaction Page #'s and Proposal Sections or Exhibit/Attachment #	Description	Offeror Rationale for Proposed Redaction
<i>Insert rows above as necessary</i>		
Technical Section:		
Requested Redaction Page #'s and Proposal Sections or Exhibit/Attachment #	Description	Offeror Rationale for Proposed Redaction
<i>Insert rows above as necessary</i>		
Cost Section:		
Requested Redaction Page #'s and Proposal Sections or Exhibit/Attachment #	Description	Offeror Rationale for Proposed Redaction
<i>Insert rows above as necessary</i>		

Exhibit I.C - Freedom of Information Law – Request for Redaction Chart

REDACTION CHART

Please provide specific justification for each item for which you seek protection from FOIL disclosure. An appropriate justification may any one or more of the following considerations by which to demonstrate reasonably whether the item for which you seek protection may be excepted from disclosure:

- a) the confidential nature of the specific item, including a description of the nature and extent of the injury to the Offeror's competitive position, such as unfair economic or competitive damage, which would be incurred were the information/record to be disclosed;
- b) whether the specific information/record is treated as confidential by the Offeror, including whether it ever has been made available to any person or entity;
- c) whether any patent, copyright, or similar legal protection exists for the specific item of information;
- d) whether the public disclosure of the information/record is otherwise restricted by law, and the specific source and content of such restriction;
- e) the date upon which the information/record no longer will need to be kept confidential, if applicable;
- f) whether the item of information is known by anyone outside the Offeror's business or organization;
- g) the extent to which the information is known by Offeror's employees and others involved in the Offeror's business;
- h) the value of the specific information/record to the Offeror and to its competitors;
- i) the amount of effort or money expended by the Offeror in developing the information/record; and
- j) the ease or difficulty with which the information could be properly acquired or duplicated (not merely copied) for use by others.

Exhibit I.D – MacBride and Non-Collusive Bidding Certification

NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the Offeror, by submission of this bid, certifies that it or any individual or legal entity in which the Offeror holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Offeror, either (answer "yes" or "no" to one or both of the following, as applicable):

Have business operations in Northern Ireland. Yes _____ or No _____

If yes:

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 _____ or No _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. 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 Offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
3. No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Date: _____

Signature

PRINT:

SIGNATORY'S NAME _____ **TITLE** _____

INDIVIDUAL, CORPORATE OR PARTNERSHIP 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, if applicable:

[Check One, If Applicable]

(___ **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 the _____ 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 the purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

Notary Public



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency
 (Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA
 (6/06)

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

Contractor name		For covered agency use only Contract number or description	
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)		Estimated contract value over the full term of contract (but not including renewals)	
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		\$
Contractor's telephone number	Covered agency name		
Covered agency address		Covered agency telephone number	

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name) *(title)*

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

- The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.
- The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)
 and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public) (title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed. If you have questions, please call our information center at 1 800 698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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

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

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

Notary Public
Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).
This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.
This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?
Internet access: www.nystax.gov (for information, forms, and publications)
Fax-on-demand forms: 1 800 749-3676
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)

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)



State of New York
 Department of Civil Service
 Albany, NY 12239

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

OFFICE OF FINANCIAL ADMINISTRATION

EEO-100 (9/2011)

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

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

EEO Job Categories	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification								Disabled Individual		Veteran				
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		American Indian or Alaskan Native (M) (F)		(M)	(F)	(M)	(F)	
Executive/Senior level Officials & Managers																		
First/Mid level officials & Managers																		
Professionals																		
Technicians																		
Sales Workers																		
Administrative Support Workers																		
Craft Workers																		
Operatives																		
Laborers and Helpers																		
Service Workers																		
Totals																		

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



State of New York
Department of Civil Service
Albany, NY 12239

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

OFFICE OF FINANCIAL ADMINISTRATION

EEO-100 (9/2011)

Page 2 of 2

General Instructions: All Offerors must complete an EEO Staffing Plan (EEO 100) 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 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 total work force, the Offeror shall complete this form for the contractor's total work force. 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 must complete this form upon request of the Department.

Instructions for completing:

1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror (contractor).
2. Check off the appropriate box to indicate if the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the contractor's/subcontractor's work force being reported is just for the contract or the total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading "Work force by Gender."
6. Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethnic Identification."
7. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
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 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.

AMERICAN INDIAN OR ALASKAN NATIVE (Not of Hispanic Origin): A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

DISABLED INDIVIDUAL - any person who:

- has a physical or mental impairment that substantially limits one or more major life activity
- 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.

Exhibit I.H - NYS Department of Civil Service Debriefing Guidelines

NYS State Finance Law §163(9)(c), as amended by Section 3 of Chapter 137 of the Laws of 2008, requires that:

“A state agency shall, upon request, provide a debriefing to any unsuccessful offerer¹ that responded to a request for proposal or an invitation for bids, regarding the reasons that the proposal or bid submitted by the unsuccessful offerer was not selected for an award. The opportunity for an unsuccessful offerer to seek a debriefing shall be stated in the solicitation, which shall provide a reasonable time for requesting a debriefing.”

The Procurement Council Guidelines define “Debriefing” as:

The practice whereby, upon the request of a bidder, the state agency advises such bidder of the reasons why its bid was not selected for an award. It is viewed as a learning process for the bidder to be better prepared to participate in future procurements.

In accordance with the law, the Department shall make a Debriefing available to any entity that submitted a proposal or bid in response to a given solicitation (“Offeror”), including the selected Offeror after notice award is made by the Department. All Offerors shall be given written notice of award, via email with hardcopy to follow.

Timeframes associated with requesting/conducting Debriefings:

Debriefing must be requested by Offerors in writing to the designated individual or email address as set forth in the notice of award.

- **Pre-Award Debriefings:**

Any Offeror, upon request, will be afforded an opportunity for a pre-award Debriefing at least five business days prior to the date by which any protest must be filed. An Offeror’s failure to timely request a pre-award Debriefing shall not cause an extension of the time period within which a protest must be filed. In those cases where the Offeror fails to make a timely request for a pre-award Debriefing, the Department will schedule the Debriefing as soon after the time the request is made as it deems practicable.

- **Post-Award Debriefings:**

In the case of requests made by an Offeror(s) for a post-award Debriefing, the request must be received by the Department not more than twenty calendar days after final approval of the contract is received or the date the award is posted on OSC’ website at the address set forth below and the Department will schedule the Debriefing as soon after the time the request is made as it deems practicable.

<http://www1.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

¹ For purposes of this policy, the terms Offeror, Offerer and Bidder are understood to have same meaning.

How Debriefings shall be conducted by the Department:

A Debriefing may be requested by any unsuccessful Offeror after a contract award is made regarding the reasons that the proposal or bid submitted by the unsuccessful Offeror was not selected for award. While a Debriefing is typically conducted in person, it may be conducted by video conference, over the phone, or through written summaries, if agreed to by the Offeror.

Since Debriefings are intended to make the procurement process open and transparent and to help the vendor community become more viable competitors for New York State goods and services, when conducting a Debriefing, the Department will, at a minimum, discuss the strengths and weaknesses of the Offeror's proposal and provide information as to the relative rating of the Offeror's proposal in each of the major evaluation categories as provided for in the solicitation document. Typically such a debriefing will include information as to the rating of the Offeror's proposal in both the technical and cost components of the evaluation and an identification of any areas in the proposal deemed deficient. The Department will not provide any documents/materials at a Debriefing as their release is subject to NYS FOIL laws.

During a **pre-award** Debriefing, the Department:

- will limit the discussion to the reasons why the Offeror's proposal/bid was unsuccessful;
- will not provide information concerning any other Offerors' proposals, including the winning proposal; will not discuss any other aspects of the Procurement Record, including but not limited to the detailed scoring and evaluation criteria as such information is subject to NYS FOIL laws; and
- may, but is not required to, offer general advice and guidance to the Offeror for the Offeror's consideration as regards future bidding opportunities.

During a **post-award** Debriefing, the Department:

- will provide information as to the reasons why the Offeror's proposal/bid was unsuccessful;
- will provide information concerning the other Offerors' proposals, including the winning proposal, but only in the context of the bid evaluation scoring;
- will not discuss specific details of other Offerors' proposals, including their individual strengths and weakness as such information is subject to NYS FOIL laws
- will not discuss any other aspects of the Procurement Record, including but not limited to the detailed scoring and evaluation criteria as such information is subject to NYS FOIL laws and
- may offer advice and guidance to the Offeror for the Offeror's consideration as regards future bidding opportunities, including those services which were the subject matter of the procurement.

General:

- ✓ The Department will schedule the same amount of time for each Offeror who requests a debriefing.
- ✓ Debriefing will not be scheduled for more than one hour.
- ✓ Debriefings will be held individually with a requesting Offeror.
- ✓ The Department's Designated Agency Contact (i.e., the Procurement Manager) is the sole person authorized to schedule a Debriefing.

Exhibit I.H - NYS Department of Civil Service Debriefing Guidelines

- ✓ The Offeror must provide a list of intended attendees prior to the Debriefing, including their titles or relationship to the Offeror and notify the Department if the Offeror is intending to bring legal counsel, so that the Department can notify agency legal counsel.
- ✓ At a minimum at least two agency employees must be present at each Debriefing.
- ✓ Debriefings will not be taped or transcribed by the Department, and Offerors are prohibited from taping the Debriefing.
- ✓ Any discussion of a proposal's strengths and weaknesses will relate to scoring of that bid submission against the IFB requirements, not against a competitor's proposal. The Department will not discuss the relative merits of one Offeror's submission against its competitors as that is not how proposals are evaluated and scored.
- ✓ Requests for copies of documents made by an Offeror at the Debriefing must be handled in accordance with the Department's FOIL procedures.

April 2011

Exhibit I.I

This Exhibit has been intentionally left
blank

Exhibit I.J – Notice of Bidding Intention Form

**NYS Department of Civil Service
IFB No. Banking Services-2016-1
entitled
“NYSHIP Banking Services”**

Notice of Bidding Intention Form

(Please PRINT Firm’s Name Above)

With regard to this IFB, (check one of the following boxes applicable):

- We **ARE INTERESTED & MAY** submit a bid response.
- We **ARE NOT INTERESTED & WILL NOT** be submitting a bid response because:

INTEREST IN M/WBE SUBCONTRACTING POSTING:

(Check box if applicable)

- Our firm is a NYS certified M/WBE interested in a subcontracting opportunity. Please add our firm’s contact information, indicated at the top of this Form, to the list of certified M/WBE subcontractors that have expressed interest in this Procurement. The list will be posted on Department’s web page for this Procurement. The NYS M/WBE certification documentation for our firm is attached

Name of Contact at Firm

Title

Email Address

_____/_____/_____
Date

Complete the tables above and submit it to the Banking Services Procurement Manager specified in IFB, Section II.A.2.b. The completed table may be emailed, faxed and/or mailed (see addresses provided in IFB, Section II.A.2.b.).

Exhibit I.K – Offeror’s Affirmation of Understanding and Agreement

Part 1 of this Exhibit I.K, as contained on the following page, should be completed by the Offeror and emailed, faxed and/or mailed to the Banking Services Procurement Manager as set forth in IFB, Section II.A.2.b.

Part 2 of this Exhibit I.K should, prior to initiating any contact with the Department, be completed for each Offeror officer, employee, agent or consultant retained, employed or designated, by or on behalf of the Offeror to appear before or contact the Department in regards to this Procurement and submit it to the Banking Services Procurement Manager specified in IFB, Section II.A.2.b.

Part 1

Offeror’s Affirmation of Understanding and Agreement

Instructions:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation imposes certain procurement lobbying limitations. Offerors are restricted from making contacts during the procurement’s “Restricted Period” (from the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offerors intending to result in a procurement contract with a governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, approval by the State Comptroller) to other than designated staff, unless the contact falls within certain statutory exceptions (“permissible contacts”). the Department’s employees are required to obtain certain information from Offerors and others whenever there is a contact about the procurement during the Restricted Period, and are required to make a determination of the Offeror’s responsibility that addresses the Offeror’s compliance with the statutes’ requirements. Findings of non-responsibility result in rejection for contract award, and if an Offeror is subject to two non-responsibility findings within four years the Offeror also will be determined ineligible to submit a proposal on or be awarded a contract for four years from the date of the second non-responsibility finding.

Further information about these requirements can be found at:

<http://www.ogs.ny.gov/aboutOGS/regulations/defaultAdvisoryCouncil.html>.

As a prerequisite for participating in this procurement, an Offeror must provide the following Affirmation of Understanding and Agreement to comply with these procurement lobbying restrictions in accordance with State Finance Law §§139-j and 139-k.

Offeror Affirmation and Agreement

The Offeror affirms that it understands the procurement lobbying requirements set forth in State Finance Law §§139-j and 139-k, and agrees to comply with the Department’s procedures regarding permissible contacts as required thereby.

Name of Offeror:

By:

(Signature)

Name:

Title:

Address:

Date:

Part 2

Offeror Designated Contact	
First Name	
Last Name	
Company Name	
Company Address:	
Street Address	
City	
State	
Zip	
Individual's Business Telephone # (xxx) xxx-xxxx	
Principal Place of Business (1)	
Individual's Occupation	

(1) Enter the location of the individual's Principal Place of Business (e.g. Albany, NY)

Complete the table above for each Offeror officer, employee, agent or consultant retained, employed or designated, by or on behalf of the Offeror to appear before or contact the Department in regards to this Procurement, prior to the individual initiating any contact with the Department, and submit it to the Banking Services Procurement Manager specified in Section II.A.2.b. of the IFB.



State of New York
Department of Civil Service
Albany, NY 12239

ADMINISTRATION DIVISION

Procurement Lobbying Policy: Restrictions
on Contacts During the Procurement Process

Policy on Restrictions on Contacts During the Procurement Process
Procurement Lobbying, Ch.4, L. 2010 State Finance Law (SFL)
Sections 139-j and 139-k

I. Definitions

For the purpose of this policy as it regards IFB #Banking Service-2016-1, the following definitions apply:

"Article of procurement" means a commodity, service, technology, public work, construction, revenue contract, the purchase, sale or lease of real property or an acquisition or granting of other interest in real property that is the subject of a Department governmental procurement.

"Contacts" means any oral, written, or electronic communication with DCS or any other State governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity's conduct or decision regarding the governmental procurement. However, any communications received by the Department from members of the State legislature or legislative staff, when acting in his or her official capacity, shall not be considered to be a "contact" and shall not be recorded by the Department's staff pursuant to this policy.

"Procurement Contract" means any contract or other agreement, including an amendment, extension, renewal, or change order to an existing contract (other than amendments, extensions, renewals, or change orders that are authorized and payable under the terms of the contract as it was finally awarded or approved by the comptroller, as applicable), for an article of procurement involving an estimated annualized expenditure in excess of \$15,000. Grants, contracts entered into under SFL Article 11-B, and intergovernmental agreements shall not be deemed "procurement contracts" for the purpose of this policy.

"Governmental entity" means: (1) any department, board, bureau, commission, division, office, council, committee or officer of the state, whether permanent or temporary, including the Department; (2) each house of the state legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the legislative law; (7) a subsidiary or affiliate of such a public authority.

"Offeror" means any individual or entity, or any employee, agent, consultant, or person acting on behalf of such individual or entity, who contacts the Department or any other State governmental entity about a governmental procurement during that procurement's restricted period of such governmental procurement whether or not the caller has a financial interest in the outcome of the procurement; provided, however, that a

Exhibit I.L – Procurement Lobbying Policy

governmental agency or its employees that communicates with the Department regarding a governmental procurement in the exercise of its oversight duties shall not be considered an Offeror. “Offeror” includes prospective Offerors prior to the due date for the submission of offers/bids in response to the solicitation document.

"Proposal" means any bid, quotation, offer or response to the Department’s solicitation of submissions relating to procurement.

“Governmental procurement” means:

- a) the public announcement, public notice, or public communication to any potential vendor of a determination of need for a procurement, which shall include, but not be limited to, the public notification of the specifications, , bid documents, request for proposals or evaluation criteria for a procurement contract;
- b) the solicitation for a procurement contract;
- c) the evaluation of a procurement contract;
- d) the award, approval, denial, or disapproval of a procurement contract; or
- e) the approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the procurement contract as it was finally awarded or approved by the State Comptroller, as applicable), renewal or extension of a procurement contract, or any other material change in the procurement contract resulting in a financial benefit to the Offeror/Contractor.

“Restricted period” means the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposal, or invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offerors intending to result in a procurement contract, and ending with the final contract award and approval of the Department and, where applicable, the State Comptroller.

"Revenue contract" means any written agreement between the Department and an Offeror whereby the Department gives or grants a concession or a franchise.

II. Designated Contacts

For each governmental procurement, the Department shall at the same time that a restricted period is imposed, designate, with regard to each governmental procurement, a person or person(s) who are knowledgeable about the procurement and who may be contacted by Offerors relating to the governmental procurement. Each Offeror who contacts the Department during procurement’s restricted period is permitted to make permissible contacts only the person(s) designated by the Department for that purpose (i.e., Designated Contact). Such contacts must comply with the requirements established by SFL sections 139-j and 139-k, and with the requirements set forth by the Department in the solicitation document.

III. Offeror Affirmation of Understanding and Agreement to Comply

As a threshold requirement to participating in a procurement, the Department shall require each Offeror to provide written affirmation of its understanding of and agreement to comply with the Department’s policy and procedures relating to permissible contacts during the governmental procurement’s restricted period. Such a written affirmation by an Offeror shall be deemed to apply to any amendments to a procurement submitted by the Department after an initial affirmation is received with an initial bid.

IV. Contact Documentation

Upon any contact during the procurement’s restricted period, the Department’s staff shall obtain the name, address, telephone number, place of principal employment, and occupation of the person or organization making the contact, and also shall inquire whether the person or organization making the contact was the Offeror or was retained, employed, or designated by or on behalf of the Offeror to appear before or contact the Department about the procurement. All recorded contacts shall be recorded on the appropriate form(s) and included in the procurement record.

V. Non-responsibility Disclosure

The Procuring Agencies’ staff shall ensure that all solicitation documents require Offerors to disclose findings of non-responsibility made within the previous four years by any State governmental entity where such prior finding of non-responsibility was due to:

- a) a violation of the procurement lobbying requirements established at SFL section 139-j; or
- b) the intentional provision of false or incomplete information to a government entity.

VI. Non-responsibility Determination

The failure of an Offeror to timely disclose accurate or complete information to the Department regarding the above shall be considered by the Department in their determination of the Offeror’s responsibility. No procurement contract shall be awarded to any such Offeror, its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders unless the Department finds that the award of the contract to that entity is necessary to protect public property or public health or safety, and that the entity is the only source capable of supplying the required article of procurement within the necessary timeframe, provided however, that the Department shall include in the procurement record a statement describing the basis for such finding.

VII. Contractor Certification

A contract award subject to SFL sections 139-j and 139-k shall contain a certification by the successful Offeror that all information provided to the Department with respect to the procurement lobbying requirements established by those sections is complete, true and accurate.

Each contract shall contain a provision authorizing the Department to terminate such contract in the event such certification is found to be intentionally false or intentionally incomplete. The Department shall include in the procurement record a statement describing the basis for such termination.

Any employee of the Department who becomes aware that an Offeror has made an impermissible contact(s) during the procurement shall immediately notify the DCS Ethics Officer or the DCS Director of Internal Audit. If an Offeror violates these requirements with regard to permissible contacts at a governmental entity other than the Department, the employee of that entity who becomes aware of the violation shall notify that entity's Ethics Officer, Inspector General, if any, or other official of that entity responsible for reviewing or investigating such matters, who shall in turn notify the DCS Ethics Officer or the DCS Director of Internal Audit.

VIII. DCS Review of Alleged Violations and the Imposition of Sanctions

- a) If the DCS Ethics Officer or the DCS Director of Internal Audit receives notification of an allegation that an Offeror has made an impermissible contact during the procurement's restricted period as described above, the DCS Director of Internal Audit shall immediately investigate such allegation. If the position of Director of Internal Audit is vacant, the Ethics Officer shall conduct the investigation, or the Commissioner may appoint a designee to investigate the allegation. In no event shall the person conducting the investigation be someone who has participated in the preparation of the solicitation document, the evaluation of Proposals, or the selection decision.
- b) If the investigation indicates that sufficient cause exists to believe that the allegation is true, the Department shall give the Offeror reasonable notice that an investigation is ongoing and an opportunity to be heard in response to the allegation. At the Department's discretion, such opportunity to be heard may be provided by giving the Offeror the opportunity to meet with the Department staff conducting the investigation or by the Offeror's submission of a written statement, or both. The Offeror may, but need not, be represented by counsel during the investigation. Any and all issues concerning the manner in which the investigation process is conducted shall be determined solely by the Department staff conducting the investigation.
- c) If it is found that an Offeror has knowingly and willfully made an impermissible contact in violation of these requirements, then the Department staff making such findings shall report to the President of the Civil Service Commission related instances, if any, of any Department employee's violation of Public Officers Law sections 73(5) and 74.

IX. Sanctions

- a) A finding that an Offeror has knowingly and willfully made an impermissible contact shall result in a determination of non-responsibility for such Offeror. Concomitantly, such Offeror and its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders, shall not be awarded the procurement contract, unless the Department finds that the award of the procurement contract to that entity is necessary to protect public property or public health or safety, and that the entity is the only source capable of supplying the required article of procurement within the necessary timeframe. If such in the case, the Department shall include in the procurement record a statement describing the basis for such a finding.
- b) Any subsequent determination of an Offeror’s non-responsibility due to violation of these requirements within four years of a prior determination of non-responsibility due to a violation of these requirements shall result in the Offeror being rendered ineligible to submit a proposal on or be awarded any procurement contract for a period of four years from the date of the second non-responsibility determination.

X. Model Language For Solicitation Documents

The Department’s staff shall ensure that the model language set forth below is included in all solicitation documents issued by the Department, subject to final review by their Offices of Counsel:

**Restrictions on Contacts Between
Offerors and State Staff During the Procurement Process**

- a) Pursuant to State Finance Law sections 139-j and 139-k, this procurement imposes certain procurement lobbying limitations. Offerors are restricted from making contacts during the procurement’s “Restricted Period” to other than designated staff of the Department and the Executive Branch of New York State government, unless the contact falls within certain statutory exceptions (“permissible contacts”). Staff is required to obtain certain information from Offerors and others whenever there is a contact about the procurement during the Restricted Period, and are required to make a determination of the Offeror’s responsibility that addresses the Offeror’s compliance with the statutes’ requirements. Findings of non-responsibility result in rejection for contract award, and if an Offeror is subject to two non-responsibility findings within four years the Offeror also will be determined ineligible to submit a proposal on or be awarded a contract for four years from the date of the second non-responsibility finding. The Department’s policy and procedures are attached as Exhibit (TBD) to this IFB. Further information about these requirements can be found at:

<http://www.ogs.ny.gov/aboutOGS/regulations/defaultAdvisoryCouncil.html>

- b) In order to ensure public confidence and integrity in the procurement process, the Department will control strictly all communications between any Offeror and participants in the evaluation process from the earliest notice of intent to solicit offers in this

Exhibit I.L – Procurement Lobbying Policy

procurement through the final award and approval of the procurement contract by the Department and OSC, if applicable. “Offeror” means any individual or entity, or any employee, agent, consultant, or person acting on behalf of such individual or entity, who contacts the Department or any other State governmental entity about a governmental procurement during that procurement’s restricted period whether or not the caller has a financial interest in the outcome of the governmental procurement; provided, however, that a governmental agency or its employees that communicates with the Department regarding a governmental procurement in the exercise of its oversight duties shall not be considered an Offeror. “Offeror” includes prospective Offerors prior to the due date for the submission of offers/bids in response to the solicitation document. All contacts and inquiries concerning this procurement must be made to the Procurement Manager. The Department shall disqualify any Offeror who fails to comply with this requirement.

Banking Services Procurement Manager

Attn: George Powers

NYS Civil Service

Agency Bldg. 1

Empire State Plaza

Albany, NY 12239

Fax: **(518) 402-2835**

E-mail: **mailto:BankingServices2016IFB@cs.ny.gov**

Additionally, any Offeror is strictly prohibited from making any contacts or inquiries concerning the procurement with any member, officer or employee of any governmental entity other than the Department from the date the public announcement, public notice, or public communication to any potential vendor of a determination of need for a procurement, which shall include, but not be limited to, the date the IFB is released until the end of the procurement, subject only to the specific exceptions listed below. Further, any Offeror shall not attempt to influence the procurement in any manner that would result in a violation or an attempted violation of Public Officers Law sections 73(5) or 74.

- c) The following contacts are exempted from the provisions of paragraph 3 of section 139-j and as such do not need to be directed to the Procurement Manager pursuant to section 139-k:
- (1) the submission of written proposals in response to the solicitation document;
 - (2) the submission of written questions by a method set forth in the solicitation document when all written questions and responses are to be distributed to all Offerors who have expressed an interest in the procurement;
 - (3) participation in a demonstration, conference or other means for exchange of information in a setting open to all potential bidders provided for in the solicitation document;
 - (4) complaints by an Offeror regarding the failure of the Department’s Procurement Manager to respond to an Offeror’s authorized contacts, when such complaints are made in writing to the Department’s Office of the General Counsel, provided that any such written complaints shall become a part of the procurement record;

Exhibit I.L – Procurement Lobbying Policy

- (5) communications by a successful Offeror(s) who has been tentatively awarded a contract and is engaged in communications with the Department solely for the purpose of negotiating the terms of the contracts after having been notified of tentative award;
- (6) contact by an Offeror to request the review of a procurement award when done in accordance with the procedure specified in the solicitation document;
- (7)
 - A. contacts by an Offeror in protests, appeals or other review proceedings (including the apparent successful Offeror and its representatives) before the Department seeking a final administrative determination, or in a subsequent judicial proceeding; or
 - B. complaints of alleged improper conduct in the procurement when such complaints are made to the State Attorney General, Inspector General, District Attorney, or to a court of competent jurisdiction; or
 - C. protests, appeals or complaints to the State Comptroller's office during the process of contract approval, where the State Comptroller's approval is required provided that the state comptroller shall make a record of such communications and any response thereto which shall be entered into the procurement record pursuant to State Finance Law section 163; or
 - D. complaints of alleged improper conduct in a governmental procurement conducted by a municipal agency or local legislative body to the state comptroller's office; and
- (8) communications between Offerors and governmental entities that solely address the determination of responsibility by a governmental entity of an Offeror.

Revised 4/2011

Exhibit I.M - Compliance with Public Officers Law Requirements



State of New York
Department of Civil Service
Alfred E. Smith State Office Building
Albany, NY 12239

Compliance with Public Officers Law Requirements

ADM-992 (1/07)

The New York State Public Officers Law ("POL"), particularly POL Sections 73 and 74, as well as all other provisions of New York State law, rules and regulations, and policy establishes ethical standards for current and former State employees. In submitting its Proposal, the Offeror must guarantee knowledge and full compliance with such provisions for purposes of this IFB and any other activities including, but not limited to, contracts, bids, offers, and negotiations. Failure to comply with these provisions may result in disqualification from the procurement process, termination, suspension or cancellation of the contract and criminal proceedings as may be required by law.

The Offeror hereby submits its affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations.

Please provide below an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations. Please attach additional pieces of paper as necessary.

Name of Offeror: _____

Name & Title of Representative: _____

Signature: _____

Date: _____

Exhibit I.N - Compliance with Americans with Disabilities Act



State of New York
Department of Civil Service
Albany, NY 12239

Compliance with Americans with Disabilities Act

ADM-987 (1/07)

The Offeror hereby provides assurance of its compliance with the Americans With Disabilities Act (42 USC§12101 et. seq.), in that any services and programs provided during the course of performance of the Agreement resultant from this IFB shall be accessible under Title II of the Americans With Disabilities Act, and as otherwise may be required under the Americans With Disabilities Act.

Name of Offeror: _____

Name & Title of Representative: _____

Signature: _____

Date: _____



State of New York
 Department of Civil Service
 Albany, NY 12239

MWBE UTILIZATION PLAN

OFFICE OF FINANCIAL ADMINISTRATION

MWBE-100 (9/2011)

INSTRUCTIONS: All Offerors must complete this MWBE Utilization Plan and submit it as part of their Proposal. The Plan must contain a detailed description of the services to be provided by each Minority and/or Woman-Owned Business Enterprise (M/WBE) identified by the Offeror.

Offeror Name:			Federal Identification No.:			
Address:			Solicitation No.:			
City, State, Zip Code:			M/WBE Goals for the Solicitation: MBE: % WBE: %			
1. 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		
A.	NYS ESD Certified <input type="checkbox"/> MBE <input type="checkbox"/> WBE					
B.	NYS ESD Certified <input type="checkbox"/> MBE <input type="checkbox"/> WBE					
6. WAIVER REQUESTED: MBE: <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, submit form MWBE101 / WBE: <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, submit form MWBE101						
PREPARED BY (Signature):			TELEPHONE NO.:	EMAIL ADDRESS:		
NAME AND TITLE OF PREPARER (Print or Type):						
DATE: Offeror's Certification Status: <input type="checkbox"/> MBE <input type="checkbox"/> WBE						
<p>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. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FIUNDING OF NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.</p>			*****FOR DEPARTMENT USE ONLY*****			
			REVIEWED BY:		DATE:	
			UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____			
			MBE CERTIFIED: <input type="checkbox"/> YES <input type="checkbox"/> NO			
			WBE CERTIFIED: <input type="checkbox"/> YES <input type="checkbox"/> NO			
WAIVER GRANTED: <input type="checkbox"/> YES <input type="checkbox"/> NO						
<input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver						
NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO						
Date: _____						

Offeror’s Certification of Compliance Pursuant to State Finance Law §139-k(5)

Instructions:

New York State Finance Law (SFL) §139-k(5) requires that every contract award subject to the provisions of SFL §§139-k or 139-j shall contain a certification by the Offeror that all information provided to the Department with respect to SFL §139-k is complete, true and accurate.

At the time an Offer or Bid is submitted to the Department, the Offeror must provide the following certification that the information it has and will provide to the Department pursuant to SFL §139-k is complete, true and accurate including, but not limited to, disclosures of findings of non-responsibility made within the previous four years by any State governmental entity where such finding of non-responsibility was due to a violation of SFL §139-j or due to the intentional provision of false or incomplete information to a State governmental entity.

Offeror Certification

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Name of Offeror: _____

By: _____
(Signature)

Name: _____

Title: _____

Address: _____

Date: _____

**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 the New York State Department of Civil Service.

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 the Department and solicit bids from them directly.
- (3) 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.
- (4) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (5) 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) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The 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

Exhibit I.Q – M/WBE and EEO Policy Statement

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

Exhibit I.Q – M/WBE and EEO Policy Statement

Agreed to this _____ day of _____, 2015

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.

(1) 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.

M/WBE Contract Goals

% 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: _____

“NYSHIP Banking Services IFB”

Questions Template

Question Number	IFB Page #	Section and Sub-Section Reference	Question

Offerors are requested to use the Questions Template table above in submitting questions. An Offeror’s questions must be submitted to the Banking Services Procurement Manager at the address specified in Section II.A.6 of this IFB, with an electronic copy (in Microsoft Word format) of the Offeror’s questions sent to the Banking Services Procurement Manager’s attention at: BankingServices2016IFB@cs.ny.gov.

[TO BE COMPLETED ON OFFEROR'S LETTERHEAD]

Date:

Mr. George Powers
Procurement Manager
Employee Benefits Division – Room 1106
NYS Department of Civil Service
Albany, NY 12239

**RE: Invitation for Bids entitled:
“NYSHIP Banking Services,” #Banking Services-2016-1
Firm Offer to the State of New York**

[INSERT OFFEROR NAME] hereby submits this firm and binding offer to the State of New York in response to the Department’s Invitation for Bids entitled “**NYSHIP Banking Services,**” #**Banking Services-2016-1** (IFB). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced IFB and in the manner set forth in this IFB.

[INSERT OFFEROR NAME] accepts the terms and conditions as set forth in IFB, Section VII and Appendices A, B, C, and D and agrees to satisfy the comprehensive programmatic duties and responsibilities outlined in this IFB in the manner set forth in this IFB.

[INSERT OFFEROR NAME] agrees to execute a contractual agreement composed substantially of the terms and conditions set forth in the draft contract included in the IFB, and accepts as non-negotiable the terms and conditions set forth in Appendices A, B, C and D to the draft contract.

[INSERT OFFEROR NAME] further agrees, if selected as a result of the IFB, to comply with 1) the provisions of Tax Law Section 5-a, Certification Regarding Sales and Compensating Use Tax; and 2) the Workers’ Compensation Law as set forth in Section II.B.7 of the IFB.

This formal offer will remain firm and non-revocable for a minimum period of 365 days from the Proposal Due Date as set forth in the IFB. In the event that a contract is not approved by the NYS Comptroller within the 365 day period, this offer shall remain firm and binding beyond the 365 day period and until a contract is approved by the NYS Comptroller, unless [INSERT OFFEROR NAME] delivers to the Department of Civil Service written notice of withdrawal of its Proposal.

[INSERT OFFEROR NAME]’s complete offer is set forth as follows:

Administrative and Technical Sections: Total of eight (8) hard copy volumes [two (2) original and six (6) copies] and one (1) electronic copy on CD.

Cost Section: Total of eight (8) hard copy volumes [two (2) original and six (6) copies] and one (1) electronic copy on CD.

Exhibit I.S - Formal Offer Letter

The undersigned affirms and swears s/he has the legal authority and capacity to sign and make this offer on behalf of, [INSERT OFFEROR NAME] and possesses the legal authority and capacity to act on behalf of [INSERT OFFEROR NAME] to execute a contract with the State of New York.

The undersigned affirms and swears as to the truth and veracity of all documents included in this offer.

Date: _____ [INSERT OFFEROR NAME]

By: _____
 (signature)

 (name)

 (title)

 (phone number)

 (email address)

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

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

On the ____ day of _____ in the year 2015, 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:

[Check One]

(**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 the _____ 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 the purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

Notary Public

Exhibit I.T - Offeror Attestations Form

An authorized representative of the Offeror who is legally authorized to certify the information requested in the name of and on behalf of the Offeror is required to complete and sign the Offeror Attestations and provide all requested information. Offeror's authorized representative must certify as to the truth of the representations made by signing where indicated, below.

CERTIFICATION:

The Offeror (1) recognizes that the following representations are submitted for the express purpose of assisting the State of New York in making a determination to award a contract; (2) acknowledges and agrees by submitting the Attestation, that the State may at its discretion, verify the truth and accuracy of all statements made herein; (3) certifies that the information submitted in this certification and any attached documentation is true, accurate and complete.

Name of Business Entity Submitting Bid:		
Entity's Legal Form:		<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____
No.	IFB Ref.	IFB Requirement:
1.	Section III.B.1	At time of Proposal Due Date, Offeror represents and warrants that it: <input type="checkbox"/> possesses <input type="checkbox"/> does not possess the legal capacity to enter into a contract with the Department.
2.	Section III.B.2	At time of Proposal Due Date, Offeror represents and warrants that it: <input type="checkbox"/> attests <input type="checkbox"/> does not attest understands and agrees to comply with all specific duties and responsibilities set forth in Section IV of this IFB.
3.	Section III.B.3	At time of Proposal Due Date, Offeror represents and warrants that it: <input type="checkbox"/> attests <input type="checkbox"/> does not attest possesses adequate qualified staffing resources, financial resources and organization to perform the type, magnitude and quality of work specified herein this IFB.
4.	Section III.B.4	At time of Proposal Due Date, Offeror represents and warrants that it: <input type="checkbox"/> attests <input type="checkbox"/> does not attest has maintained an organization capable of performing that portion of Project Services to be rendered by the Offeror in continuous operation for at least the past three (3) years. If the Contractor is proposing the use of a Key Subcontractor or Affiliate, the Offeror must also represent and warrant that the Key Subcontractor or Affiliate has maintained an organization capable of performing that portion of Project Services to be rendered by the Key Subcontractor or Affiliate in continuous operation for at least the past three (3) years.

Exhibit I.T - Offeror Attestations Form

5.	Section III.B.5	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input type="checkbox"/> attests <input type="checkbox"/> does not attest</p> <p>The Offeror must represent and warrant that it has provided or is currently providing services similar in scope to that portion of Project Services to be rendered by the Offeror, during the last three (3) years for the benefit of, at a minimum, (3) entities. If the Contractor is proposing the use of a Key Subcontractor or Affiliate, the Offeror must also represent and warrant that the Key Subcontractor or Affiliate has provided or is currently providing services similar in scope to that portion of Project Services to be rendered by the Key Subcontractor or Affiliate, during the last three (3) years for the benefit of, at a minimum, (3) entities.</p>
6.	Section III.B.6	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input type="checkbox"/> attests <input type="checkbox"/> does not attest</p> <p>The Offeror must be a commercial bank or trust company chartered under Article III of New York Banking Law, or a national bank. The Offeror must possess and the Contractor must maintain throughout the term of the Agreement the authority to accept deposits held in the name of the State of New York and must agree to pledge securities as collateral for New York State deposits as the State’s Fiscal Agent in accordance with Section 105 of NYS Finance Law, satisfactory in form and amount to the State of New York for the repayment of such deposits.</p>
7.	Section III.B.7	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input type="checkbox"/> attests <input type="checkbox"/> does not attest</p> <p>At time of bid, the Offeror must have and the Contractor must maintain throughout the term of the Agreement a Kroll rating of at least a C+. Failure of the Contractor to maintain at least a C+ during the term of the Agreement may, at the Department’s sole discretion, result in termination of the Agreement for cause.</p>
8.	Section III.B.8	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input type="checkbox"/> attests <input type="checkbox"/> does not attest</p> <p>The Offeror must agree to and the Contractor must make all deposited funds available within one (1) Business Day of deposit for transfer into the State treasury.</p>
9.	Section III.B.9	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input type="checkbox"/> attests <input type="checkbox"/> does not attest</p> <p>At time of contract execution, the Offeror must have on file with the Office of the State Comptroller (OSC), and the Contractor must maintain throughout the term of the Agreement, a “State of New York Undertaking for Bank Deposits and Assignment of Securities”.</p>

Exhibit I.T - Offeror Attestations Form

10.	Section III.B.10	At time of Proposal Due Date, Offeror represents and warrants that it: <input type="checkbox"/> attests <input type="checkbox"/> does not attest The Offeror must represent and warrant that all information provided by the Offeror in connection with its Proposal is true and accurate and that none of the IFB Exhibits completed by the Offeror and which are incorporated in its Proposal have been altered in any manner so as to change, in any way, the Department's requirements as originally set forth therein.
11.	Section III.B.11	At time of Proposal Due Date, Offeror represents and warrants that it: <input type="checkbox"/> attests <input type="checkbox"/> does not attest The Offeror must provide a copy of all bank agreements that may be necessary to perform the Project Services outlined in the IFB. The Offeror's Proposal must state the Offeror's willingness to negotiate the terms of the(se) bank agreement(s) with the State.

Date: _____

Signature

[INSERT OFFEROR NAME]
[INSERT TITLE]
[INSERT COMPANY NAME]

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

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

On the ____ day of _____ in the year 2015, 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:

[Check One]

(___ **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 the _____ 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 the purposes set forth therein; and that, pursuant to that authority,
_he executed the foregoing instrument in the name and on behalf of said partnership as the act
and deed of said partnership.

Notary Public

Project Services Attestations

Account Team

The Offeror

- agrees
- does not agree

that throughout the term of the Agreement, the Contractor must:

- a. maintain an organization of sufficient size with staff that possesses the necessary skills and experience to administer, manage, and oversee all aspects of the Project during implementation, operation and transition.
 - (1) The account team must be comprised of qualified and experienced individuals who are acceptable to the Department and who are responsible for ensuring that the operational and information technology resources are in place to operate the Project in an efficient manner; and
 - (2) The Contractor must ensure that there is a process in place for the account team to gain immediate access to appropriate corporate resources and senior management necessary to meet all Project requirements and to address any issues that may arise during the performance of the Agreement.
 - (3) The Contractor’s account team must be experienced, accessible and sufficiently staffed to:
 - (a) Provide timely responses (within one Business Day) to administrative concerns and inquiries posed by the Department regarding payment processing for the duration of the Agreement to the satisfaction of the Department;
 - (b) Immediately notify the Department in writing of actual or anticipated events impacting Project delivery of services such as, but not limited to, legislation, litigation, and operational issues;
 - (c) Provide advice and recommendations regarding Project Services, including but not limited to technological improvements and innovation, with the understanding that the Department is under no obligation to act on such advice or recommendations; and
 - (d) Ensure that the Project is in compliance with all legislative and statutory requirements. If the Contractor is unable to comply with any legislative or statutory requirements, the Department must be notified in writing immediately.

Project Implementation

The Offeror

- agrees
- does not agree

that during the 60-day Implementation Period, the Contractor must:

- a. develop and update, as needed, a written implementation plan for the Project. The implementation plan must be detailed and comprehensive and demonstrate a firm commitment

Project Services Attestations

by the Contractor to complete all implementation activities within the 60-day implementation period. The Department will provide direction to the Contractor, as needed, during the implementation period.

b. during the 60-day Implementation Period, the Contractor must undertake and complete all implementation activities, including but not limited to those specific activities set forth below. Such implementation activities must be completed no later than the first day of the month following a 60-day implementation period after the Office of the State Comptroller approves the Agreement and includes:

- (1) Providing two (2) Remote Deposit Capture scanners to be located at the Department for the duration of the Agreement, to be used for all non-Lockbox deposits scanned by the Department;
- (2) Providing two (2) United States Postal Service (USPS) Lockboxes, which must be located in the continental United States (one Lockbox is for the collection of Enrollee payments, the second Lockbox is for the collection of Agency payments). The addresses for the Lockboxes must be provided to the Department (45) forty-five days prior to the Implementation date. The Lockboxes must be located near the bank’s processing center and are not required to be in New York State. However, it is preferred that the bank have a branch in New York State for emergency transactions;
- (3) Testing and implementing, at the discretion of the Department, two (2) Electronic Lockboxes, or an alternate receivable system, for the New York State Health Insurance Program account for the collection of premium payments submitted electronically by enrollees and agencies; and
- (4) Establishing an electronic interface with the Department to securely transfer payment information in a manner that can be programmatically posted to individual Enrollee or Agency accounts.

Lockbox Services (non-Electronic)

The Offeror

- agrees
- does not agree

It that throughout the term of the Agreement, the Contractor is to be responsible for all Lockbox services for two (2) Lockboxes, including, but not limited to, the Project Services listed below. is required that the Contractor process items within the timeframes indicated. However, it is understood that due to circumstances beyond the Contractor’s control, a slight delay in processing transactions may occur and the Department expects these delays to be resolved as soon as possible. In those instances, the Contractor is required to notify the Department in writing immediately of any such delay and take immediate steps to rectify and process receipts. Any determination of either delay or circumstance beyond the Contractor’s control will be at the sole discretion of the Department.

a. Securing and maintaining two (2) United States Postal Services (USPS) Lockboxes located near the bank’s processing center;

Project Services Attestations

- b. Utilizing effective controls to ensure only a five (5) digit numerical code, as assigned by the Department, is used for processing Agency payments received by the Lockbox;
- c. Timely and accurately processing all Lockbox items on the Business Day they are retrieved from each Lockbox; and
- d. Imaging and physically forwarding to the Department all unprocessable items, including checks, money orders and any foreign negotiable instruments that do not state “payable in U.S. Funds”.

Electronic Lockbox Services

The Offeror

- agrees
- does not agree

that throughout the term of the Agreement, the Contactor is responsible for all Lockbox services for two (2) Electronic Lockboxes including, but not limited to, the Project Services listed below. It is required that the Contractor process items within the timeframes indicated. However, it is understood that due to circumstances beyond the Contractor’s control, a slight delay in processing transactions may occur and the Department expects these delays to be resolved as soon as possible. In those instances, the Contractor is required to notify the Department in writing immediately of any such delay and take immediate steps to rectify and process receipts. Any determination of either delay or circumstance beyond the Contractor’s control will be at the sole discretion of the Department.

- a. Shall set up and maintain two (2) Electronic Lockboxes or alternate receivable system for the Department, to enable enrollees and agencies to make direct payment by ACH through online banking accounts;
- b. Utilizing effective controls to ensure only a five (5) digit numerical code, or other coding mutually agreed to by the Department and the Contractor, is used for processing Agency payments received by the Electronic Lockbox; and
- c. Timely accepting and processing all Electronic Lockbox items on the Business Day they are transmitted to each Electronic Lockbox.

Non-Lockbox Services

The Offeror

- agrees
- does not agree

that throughout the term of the Agreement, the Contractor:

- a. Shall provide the Department with, and maintain, two (2) Remote Deposit Capture scanners; and
- b. Shall accurately process and deposit all non-Lockbox deposits scanned by the Department into the Remote Deposit Capture scanners by 5 pm ET on the Business Day they are transmitted to the Contractor.

Project Services Attestations

Check, Money Order, Wire Transfer and ACH Payment Processing

The Offeror

- agrees
- does not agree

that throughout the term of the Agreement, the Contractor:

- a. Shall post all deposits on the Business Day retrieved/received and make funds available within one (1) Business Day of deposit;
- b. Shall accept and accurately process wire transfers from Agencies and Enrollees;
- c. Shall create an image and make available to the Department via a secure internet application, checks/money orders that arrive at one of the Lockboxes as follows:
 - i. Without remittance advice documents
 - ii. Single check or money order is accompanied by more than one remittance
 - iii. Multiple checks or money orders are accompanied by one remittance

Upon receipt, the Department will: 1) Process the information and resubmit to the Contractor for deposit via the secure internet application or, 2) Reject the payment as unprocessable.

- d. Shall image and physically forward to the Department all items deemed unprocessable in accordance with the Offeror’s standard banking procedures as approved by the Department (or as agreed to by the Department and the Offeror). The Offeror must deliver unprocessable items to the Department by the next Business Day using an overnight delivery courier; and
- e. Shall image and forward to the Department unprocessable foreign negotiable instruments that do not state “payable in U.S. funds”.

Reporting

The Offeror

- agrees
- does not agree

throughout the term of the Agreement, the Contractor must:

- a. Provide access to an Online Banking Portal for up to five (5) designated Department staff to perform banking activities including, but not limited to: access to weekly statements; access to all transaction types; and access to all return check items;
- b. Make available, either electronically or through secure online access, accurate reports of payment transaction deposits as required by the Department for its use in the review, management and analysis of the payment transactions;
- c. Implement quality control measures to verify the accuracy of all reports produced;
- d. Make available separate data files for each of the four (4) Lockboxes (two non-Electronic and two electronic), remote deposit capture deposits, wire transfers, and ACH payments;

Project Services Attestations

- e. Provide ad hoc reports and other data analysis at no additional cost;
- f. Supply reports in an electronic format including but not limited to Microsoft Access, Excel and/or a text file that allows the Department to load the report to its mainframe or PC based computer system and to print the reports, as needed. The primary reports and data files are listed in Section IV.A.7 of the IFB under Daily, Monthly and Quarterly Reports;
- g. Be able and willing to modify existing procedures/reports and/or develop new procedures/reports in cooperation with the Department; and
- h. With regard to the electronic transfer of data:
 - (1) be capable of receiving and transmitting data in a secure electronic format and on a schedule mutually agreed upon by the Contractor and the Department;
 - (2) be able to transmit data in the formats required by the file layouts in IFB, Exhibits II.A and II.B;
 - (3) maintain a HIPAA compliant level of security to protect the confidentiality of information on the Contractor's computer system and in the Contractor's physical work environment; and
 - (4) have a disaster recovery plan in place to reasonably ensure the continued delivery of Project Services in the case of an unforeseen event, including but not limited to a disaster or emergency.

Project Services Attestations

Date: _____

Signature

[INSERT OFFEROR NAME]
 [INSERT TITLE]
 [INSERT COMPANY NAME]

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

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

On the ____ day of _____ in the year 2016, 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:

[Check One]
 (**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 the _____ 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 the purposes set forth therein; and that, pursuant to that authority, _he executed the
 foregoing instrument in the name and on behalf of said partnership as the act and deed of said
 partnership.

Notary Public

Performance Guarantees Attestations

Implementation and Start-up
<p>The Offeror</p> <p><input type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>that all Implementation and Start-Up activities listed in Section IV.A.2.b will be in place on the date agreed to in the Implementation Plan.</p> <p>If the Contractor fails to complete all implementation and start-up activities within the Implementation Period, the Contractor shall credit against the Project’s fees one thousand two hundred fifty dollars (\$1,250) per Day that the Contractor fails to assume full operational responsibility to the satisfaction of the Department.</p>
Lockbox Retrieval
<p>The Offeror</p> <p><input type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>that 100% of the items (receipts) in the Department’s Lockboxes (including Electronic Lockboxes) will be retrieved each Business Day.</p> <p>As determined in the Department’s sole discretion, if 100% of the items (receipts) in the Department’s Lockboxes (including Electronic Lockboxes) are not retrieved each Business Day, the Department will be reimbursed for any expenses and/or loss of revenue for failure to meet this standard.</p>
Lockbox Processing
<p>The Offeror</p> <p><input type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>that 100% of the items deemed processable in accordance with the Offeror’s standard banking procedures, will be accurately scanned, or data entered and payment information securely transferred to the Department each Business Day.</p> <p>As determined in the Department’s sole discretion, if processable receipts are not accurately scanned, or data entered and posted to the correct Enrollee or Agency account each Business Day, the Department will be reimbursed for any expenses and/or loss of revenue for failure to meet this standard.</p>

Performance Guarantees Attestations

Deposit
<p>The Offeror</p> <p><input type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>that all payments retrieved from the Lockboxes, (including Electronic Lockboxes), and deposits scanned by the Department by 5:00 pm, will be accurately posted to the correct account on the Business Day retrieved.</p> <p>As determined in the Department’s sole discretion, for payments not accurately posted to the correct account on the Business Day retrieved, the Department will be reimbursed for any expenses and/or loss of revenue for failure to meet this standard.</p>
Deposit Funds Availability
<p>The Offeror</p> <p><input type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>that all funds deposited are available within one (1) Business Day of deposit for transfer into the State treasury.</p> <p>If the Contractor fails to fully meet this guarantee, the Contractor shall credit against the Project’s fees \$100 per Day, that all funds deposited are not available within one (1) Business Day of deposit for transfer into the State treasury.</p>
Data File
<p>The Offeror</p> <p><input type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>the availability of daily Business Day electronic files for retrieval by midnight ET for each Lockbox, wire transfer, ACH payment and remote capture deposit, giving daily item counts and monetary totals in an EDP format that enables the Department to load information to its mainframe or PC based computer system.</p> <p>If the Contractor fails to fully meet this guarantee, the Contractor shall credit against the Project’s fees \$100 for each Business Day, that daily Business Day electronic files are not available for retrieval by midnight ET for each Lockbox, wire transfer, ACH payment and remote capture deposit, giving daily item counts and monetary totals in an EDP format that enables the Department to load information to its mainframe or PC based computer system.</p>

Performance Guarantees Attestations

Date: _____

_____ Signature

[INSERT OFFEROR NAME]
 [INSERT TITLE]
 [INSERT COMPANY NAME]

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

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

On the ____ day of _____ in the year 2016, 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:

[Check One]

(___ **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 the _____ 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 the purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

Notary Public

Exhibit I.U.1 - Key Subcontractors or Affiliates

The Offeror must complete and submit this Exhibit as part of its Administrative Proposal. A separate form should be completed for each Key Subcontractor or Affiliate, if any. If the Offeror will not be subcontracting with any Key Subcontractor(s) or Affiliate(s) to provide any of the services required under the IFB, the Offeror must complete and submit a single Exhibit I.U.1 to that affect.

INSTRUCTION: Prepare this form for each Key Subcontractor or Affiliate	
Offeror's Name:	
<p>The Offeror:</p> <p><input type="checkbox"/> is <input type="checkbox"/> is not proposing to utilize the services of a Key Subcontractor(s) or Affiliate(s) to provide Program Services</p> <p><input type="checkbox"/> is <input type="checkbox"/> is not proposing to utilize the services of a subcontractor(s) to provide Program Services totaling \$100,000 or more during the term of the 5 year agreement</p>	
Subcontractor's Legal Name:	
Business Address:	
Subcontractor's Legal Form:	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____
<p>As of the date of the Offeror's Proposal, a subcontract</p> <p><input type="checkbox"/> has <input type="checkbox"/> has not been executed between the Offeror and the subcontractor(s) for services to be provided by such subcontractor(s) relating to the Banking Services Project Services.</p>	
<p>In the space provided below, describe the Key Subcontractor's or Affiliate's role(s) and responsibilities regarding Program Services to be provided.</p>	
<p>Relationship between Offeror and Key Subcontractor or Affiliate for Current Engagements: (Complete items 1 through 5 for each client engagement identified)</p>	
1. Client:	
2. Client Reference Name and Phone #	
3. Program Title:	
4. Program Start Date:	
5. In the space provided below, Program Status:	
6. In the space provided below, describe the roles and responsibilities of the Offeror and subcontractor in regard to the program identified in 3, above:	

Exhibit I.V – Client References

Reference #: _____

Current or Former Customer?: _____

Amended November 30, 2015

Abstract
Customer For Whom Services Were Performed: _____
Number of covered Lives: _____
Customer Address: _____ _____ _____
Program Description: (The Offeror should submit specific details concerning the program identified in satisfaction of the requirements in IFB, Section III.F. This information should be provided as an attachment to this form and the information provided should support the Offeror's assertion that it can successfully implement and administer programs of the scope and complexity as set forth in this IFB.)
Program Contact References: (Required And Will Be Verified) (Attach 2 current and 1 former client reference)
Contact Name: _____ Contact Title: _____
Phone Number: _____ E-Mail Address: _____
Contact Name: _____ Contact Title: _____
Phone Number: _____ E-Mail Address: _____

Exhibit I.W - Compliance with NYS Workers' Compensation Law

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that the Department shall not enter into any contracts unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into contracts with DCS, the selected Offeror will be required to verify for DCS, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. DCS requests the Offeror submit this insurance verification information with their Proposals. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518)486-6307. You may also find useful information at their website <http://www.wcb.ny.gov>. Failure to provide verification of either of these types of insurance coverage by the time the winning Offeror is selected and the Contract is ready to be executed will be grounds for disqualification of an otherwise successful Proposal.

Workers' Compensation Requirements under WCL § 57:

To comply with coverage provisions of the WCL, businesses must:

- A) be legally exempt from obtaining workers' compensation insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be a Board-approved self-insured employer or participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

- A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage ⁽¹⁾; **OR**
- B) C-105.2 -- Certificate of Workers' Compensation Insurance (the business's insurance carrier will send this form to the government entity upon request) **PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3; **OR**
- C) SI-12 -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under Workers' Compensation Law §220(8)

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- A) be legally exempt from obtaining disability benefits insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the entity issuing the permit or entering into a contract:

- A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage ⁽¹⁾; **OR**
- B) DB-120.1 -- Certificate of Disability Benefits Insurance (the business's insurance carrier will send this form to the government entity upon request); **OR**
- C) DB-155 -- Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).

⁽¹⁾ *Starting December 1, 2008, Form CE-200 can be filled out electronically on the Board's website, www.wcb.ny.gov, under the heading "Forms." Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract.*

Extraneous Terms Template
(Instructions for Documentation and Submission)

Offerors shall identify all Extraneous Terms in the table provided on the following page, and shall adhere to all instructions below for preparing the table.

INSTRUCTIONS:

**IFB Section
and Sub-Section
Reference:**

The Offeror must insert the exact IFB Section, and Sub-Section number of the requirement(s) that the Offeror is proposing to modify. The Offeror must insert the nature of the proposed change and its impact on the Requirement.

IFB Requirement:

The Offeror must insert a concise description of the requirement(s) that the Offeror is proposing to modify.

**Proposed
Extraneous Term
Type:**

The Offeror must insert a one-word description, of the type of modification to each of the requirement(s) that the Offeror is proposing to modify, selected from the following list:

- Additional;
- Supplemental;
- “Or Equal”; or
- Alternative

**Proposed
Extraneous
Term:**

The one-word description must be followed by proposed alternate wording of the requirement(s).

**Impact on IFB
Requirement:**

The Offeror should describe the impact of the alternate wording. Then, the comments should explain how the modification(s) would benefit the State and provide best value. If there is a corresponding impact on the Administrative, Technical or Financial Proposal(s), that impact should be explained here with reference(s) to the parts of the volume(s) that are affected. However, **DO NOT INCLUDE ANY COST DATA IN THE ADMINISTRATIVE OR TECHNICAL PROPOSALS.**

The Offeror must use the table format described above and detailed on the following page to summarize its proposed Extraneous Terms, if any. The Offeror may refer to more voluminous narratives, tables, figures and appendices that more fully describe aspects of the Extraneous Terms, provided that the additional material is fully cross-referenced by this required table.

Extraneous Terms Template

EXTRANEIOUS TERM(S)			
No.	IFB Section and Sub-Section Reference	IFB Requirement	Proposed Extraneous Term Type
1.			<input type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input type="checkbox"/> “Or Equal”; or <input type="checkbox"/> Alternative
<u>Proposed Extraneous Term(s):</u>			
<u>Impact on IFB Requirement:</u>			

NYSHIP Banking Services IFB

EXHIBIT II.A

Enrollee Cash Lock Box definition

Header Record

Description	Type	Size	Column	Value
Record Type, 1 = Header	Char	1	1	1
Total number of Payments	Num	5	2-6	Bank will supply. Total number of payments for the file.
Total payment amount 999999999999V99	Num	15	7-21	Bank will supply. Must represent the total value of the Batch Transmission.
Transmission Date (MMDDYYYY)	Date	8	22-29	Bank will supply. The date bank transmitted/created the lockbox file.
Transmission Time (HHMMSS)	Time	6	30-35	Bank will supply. Time the file transmitted/created.

Example:

1008520000002507886411282014150312

Detail Record

Description	Type	Size	Column	Value
Record Type, 2 = Detail	Char	1	1	2
EMPLID	Char	11	2-12	Bank will supply. Enrollee Emplid/SSN from Scan Line. Field will be padded on the right with the character 'X' this must be trimmed on input before processing.
TRANS_DT	Date	8	13-20	Bank will supply. Date payment received MMDDCCYY.
Amount_due 99999999V99	Num	10	21-30	Bank will supply. From scanline.
Amount_received 99999999V99	Num	10	31-40	Bank will supply. Payment amount of check.
BEA_PMNT_REC_ID	Char	13	41-53	Bank will supply. Batchnumber concatenated with Batch Item number.
BENEFIT_PROGRAM	Char	3	54-56	Bank will supply. From Scanline.

Examples:

21000770996X11282014000000687800000068780000245506882R01

21000775121X112820140000009880000009880000245506883R01

21000770341X11282014000003949200000197460000245506884R01

NYSHIP Banking Services IFB

EXHIBIT II.B

Agency Cash Lock Box definition

Header Record. One record for each transmission file.

Description	Type	Size	Column	Value
Record Type, 1 = Header	Char	1	1	1
Destination ID / lockbox recipient	Char	20	2-21	Default to 'NYSDCSHPEN'
Total number of lockbox receipts	Num	5	22-26	Bank will supply. Total no. of Lockboxes contained in this transmission. Default this value to 00001.
Total payment amount 9999999999999999V99	Num	16	27-42	Bank will supply. Must represent the total value of the Transmission
Transmission Date (MMDDYYYY)	Date	8	43-50	Bank will supply. The date bank transmitted/created the lock box file
Transmission Time (HHMMSS)	Time	6	51-56	Bank will supply. Time the file transmitted/created

Ex:

1NYSDCSHPEN 00001000000151352115811282014150321

Service Record. One record for each transmission file.

Description	Type	Size	Column	Value
Record Type, 2 = service	Char	1	1	2
Destination ID / lockbox recipient	Char	20	2-21	Bank will supply. Default to 'NYSDCSHPEN'.
Bank Transmission ID	Char	20	22-41	Bank will supply. Unique Identifier for each transmission. Sequential Number is fine assigned by the bank to identify the transmission.
Service Type, 400 = lockbox	Char	3	42-44	400
Record Length (080)	Num	3	45-47	080
Characters per block (0080)	Num	4	48-51	0080
Format, 1 = Fixed Field Format	Num	1	52	1

Ex:

2NYSDCSHPEN 1 40008000801

NYSHIP Banking Services IFB

EXHIBIT II.B

Agency Cash Lock Box definition

Lockbox Record. One record for each deposit. If the file contains multiple days deposit, you must create one record for each.

Description	Type	Size	Column	Value
Record Type, 3 = Detail	Char	1	1	3
Lockbox ID	Char	15	2-16	Bank will supply. Unique Identifier for each lockbox file. Value should identify the lockbox. Please concatenate the string 'HPND' with a sequential number generated by the bank.
Batch ID, unique within batch	Char	5	17-21	Bank will supply. Must be a unique identifier for each Deposit, each lock box can have multiple batch ID's or deposits. Please assign a unique Id for each day's deposit.
Sequence Num, 0=lockbox record	Num	5	22-26	0
Record Group ID (0000)	Num	4	27-30	0000
Detail Record Type (00)	Char	2	31-32	00
Total number of batches	Num	6	33-38	Bank will supply. Total number of deposits in the file. Typically we would expect to receive one transmission file for each days deposit
Total payment amount 9999999999999999V99	Num	16	39-54	Bank will supply. Total payment amount for the file.
Total number of payments	Num	6	55-60	Bank will supply. Total number of payments included in entire transmission (whole file)
Deposit Business Unit	Char	5	61-65	10
Bank	Char	4	66-69	Bank identifier (code which will be determined by DCS).
Filler	Char	16	70-85	Spaces
Bank Account	Char	4	86-89	HPND

Ex:

3HPND1 1 00000000000000003000000151352115800009010 BANK HPND

NYSHIP Banking Services IFB

EXHIBIT II.B

Agency Cash Lock Box definition

Batch Record. One record for each deposit. If the file contains multiple days deposit, you must create one record for each.

Description	Type	Size	Column	Value
Record Type, 3 = Detail	Char	1	1	3
Lockbox ID	Char	15	2-16	Bank will supply. Value must be same as that provided on the Lockbox record. Please see description of Lockbox id on the Lockbox record.
Batch ID	Char	5	17-21	Bank will supply. Value must be same as lockbox record. Please see description of batch id on Lockbox record
Sequence Number, 0 = batch record	Num	5	22-26	00000
Record Group ID (0000)	Num	4	27-30	0000
Detail Record Type (01	Char	2	31-32	01
Total Batch Amount 9999999999999999V99	Num	15	33-47	Bank will supply. Total amount for this deposit
Total number of payments	Num	6	48-53	Bank will supply. Total number of payments in this deposit.
Deposit Date (MMDDYYYY)	Date	8	54-61	Bank will supply. Date of the deposit

Ex:

3HPND1 1 0000000000100000091093715300003511282014

NYSHIP Banking Services IFB

EXHIBIT II.B

Agency Cash Lock Box definition

Payment Detail 2. One record for each payment included within the deposit.

Description	Type	Size	Column	Value
Record Type, 3 = Detail	Char	1	1	3
Lockbox ID	Char	15	2-16	Bank will supply. Value must be same as that provided on the Lockbox record. Please see description of Lockbox id on the Lockbox record.
Batch ID	Char	5	17-21	Bank will supply. Value must be same as lockbox record. Please see description of batch id on Lockbox record
Payment Sequence Number	Num	5	22-26	Bank will supply. Multiple lines of payment records are assigned sequential numbers (beginning with 1) within a single deposit or batchID
Record Group ID	Num	4	27-30	Bank will supply. This identifies multiple lines of customer information or item information for single payment. Multiple lines of detail records are assigned sequential numbers (beginning with 1) within a single payment. In our case, please default to 0001.
Detail Record Type (02)	Char	2	31-32	02
Payment ID / Check Number	Char	15	33-47	Bank will supply. Payment id or check number of the payment.
Payment Amount 999999999999V99	Char	14	48-61	Bank will supply. Payment amount on the check.
Payment Date (MMDDYYYY)	Char	8	62-69	Bank will supply. Date of the payment
Payment Method	Char	6	70-75	CHKUSD

Ex:

3HPND1 1 0000100010235521 0000000523342711282014CHKUSD

NYSHIP Banking Services IFB

EXHIBIT II.B

Agency Cash Lock Box definition

Payment Detail 3. One record for each payment included within the deposit.

Description	Type	Size	Column	Value
Record Type, 3 = Detail	Char	1	1	3
Lockbox ID	Char	15	2-16	Bank will supply. Value must be same as payment detail record 2
Batch ID	Char	5	17-21	Bank will supply. Value must be same as payment detail 2 record
Payment Sequence Number	Num	5	22-26	Bank will supply. Value must be same as payment detail 2 record
Record Group ID	Num	4	27-30	Bank will supply. This identifies multiple lines of customer information or item information for single payment. Multiple lines of detail records are assigned sequential numbers (beginning with 1) within a single payment. In our case, please default to 0001.
Detail Record Type (03)	Char	2	31-32	03
Filler	Char	5	33-37	Blanks
Customer ID	Char	13	38-50	Scan Info
Micr number	Char	30	51-80	Please default to Blanks at this time.

Ex:

3HPND1 1 00001000103 03126

NYSHIP Banking Services

Monthly Detailed Transactions

DATE	Number of checks processed				Number of checks processed				Number of checks processed				Number of checks processed	
	MANUAL AGENCIES		MANUAL ENROLLEES		Lockbox Agencies Wells Fargo		Lockbox Agencies Webrejects	Lockbox Agencies Correspondence	Lockbox Enrollees Wells Fargo		Lockbox Enrollees Webrejects	Lockbox Enrollees Correspondence	TOTAL CHECKS	TOTAL AMOUNT
	NO.	AMOUNT	NO.	AMOUNT	NO.	AMOUNT	NO.	NO.	NO.	AMOUNT	NO.	NO.		
2012														
October	55	\$ 9,350,599.08	980	\$ 378,369.50	1,015	\$ 194,818,618.95	187	77	9,332	\$ 2,879,511.97	1,003	197	11,382	\$ 207,427,099.50
November	7	\$ 368,030.14	672	\$ 258,173.59	1,214	\$ 266,490,430.44	243	133	10,210	\$ 3,185,531.41	976	259	12,103	\$ 270,302,165.58
December	4	\$ 4,219,877.37	624	\$ 270,208.74	754	\$ 152,689,004.57	193	154	8,118	\$ 2,476,518.80	900	210	9,500	\$ 159,655,609.48
Total	66	\$ 13,938,506.59	2,276	\$ 906,751.83	2,983	\$ 613,998,053.96	623	364	27,660	\$ 8,541,562.18	2,879	666	32,985	\$ 637,384,874.56
2013														
January	8	\$ 2,973,724.51	756	\$ 291,441.01	1,132	\$ 207,282,718.09	234	174	10,601	\$ 3,938,024.06	1,133	199	12,497	\$ 214,485,907.67
February	9	\$ 884,933.99	583	\$ 243,205.37	932	\$ 215,280,680.67	187	83	8,495	\$ 2,544,971.31	844	241	10,019	\$ 218,953,791.34
March	7	\$ 3,306,902.80	774	\$ 310,699.46	873	\$ 220,267,748.22	213	73	8,438	\$ 2,629,158.13	1,005	213	10,092	\$ 226,514,508.61
April	2	\$ 4,343,793.67	654	\$ 255,691.38	1,044	\$ 205,998,451.61	204	78	10,197	\$ 4,023,263.28	909	228	11,897	\$ 214,621,199.94
May	8	\$ 21,497,824.01	555	\$ 237,535.10	1,008	\$ 189,875,233.80	204	99	8,978	\$ 2,732,312.79	1,011	235	10,549	\$ 214,342,905.70
June	2	\$ 240,631.62	553	\$ 205,385.06	880	\$ 189,391,116.93	164	36	8,672	\$ 2,591,072.58	873	159	10,107	\$ 192,428,206.19
July	3	\$ 67,654.70	801	\$ 312,433.86	1,158	\$ 247,978,650.31	198	125	10,097	\$ 3,763,952.06	1,053	179	12,059	\$ 252,122,690.93
August	5	\$ 337,700.86	696	\$ 275,627.31	993	\$ 251,753,499.92	178	98	9,363	\$ 2,866,713.46	777	160	11,057	\$ 255,233,541.55
September	7	\$ 290,757.19	706	\$ 283,177.43	791	\$ 147,749,938.88	165	99	8,365	\$ 2,556,457.46	852	186	9,869	\$ 150,880,330.96
October	3	\$ 1,451,026.66	819	\$ 295,644.78	1,124	\$ 271,019,995.37	214	100	10,045	\$ 3,922,693.73	1,122	176	11,991	\$ 276,689,360.54
November	0	\$ -	833	\$ 266,797.63	921	\$ 196,718,626.41	179	111	8,061	\$ 2,555,487.00	995	148	9,815	\$ 199,540,911.04
December	8	\$ 737,950.76	822	\$ 383,189.91	863	\$ 194,474,089.52	161	137	9,921	\$ 3,088,623.56	1,034	226	11,614	\$ 198,663,853.75
2013 Total	62	\$ 36,132,900.77	8,552	\$ 3,340,828.30	11,719	\$ 2,537,790,749.73	2,301	1,213	111,233	\$ 37,212,729.42	11,608	2,350	131,566	\$ 2,614,477,208.22
2014														
January	1	\$ 55.52	694	\$ 254,558.72	1,037	\$ 207,934,101.14	228	111	9,706	\$ 3,587,661.12	971	189	11,438	\$ 211,776,376.50
February	3	\$ 94,288.86	643	\$ 248,408.09	740	\$ 162,612,321.78	182	95	7,799	\$ 2,299,528.17	749	189	9,185	\$ 165,254,546.90
March	9	\$ 1,179,435.66	739	\$ 270,971.72	1,097	\$ 264,113,294.10	250	138	8,817	\$ 2,614,701.88	1,033	232	10,662	\$ 268,178,403.36
April	4	\$ 113,476.27	574	\$ 267,920.72	1,046	\$ 230,640,960.25	205	88	9,722	\$ 3,523,462.05	1,149	195	11,346	\$ 234,545,819.29
May	3	\$ 456,197.99	602	\$ 245,518.82	977	\$ 244,727,970.43	228	124	9,012	\$ 2,714,597.98	1,096	149	10,594	\$ 248,144,285.22
June	6	\$ 1,873,450.43	783	\$ 285,619.45	800	\$ 121,403,939.59	176	72	8,985	\$ 3,487,420.05	960	131	10,574	\$ 127,050,429.52
July	9	\$ 8,615,376.66	820	\$ 334,138.72	1,090	\$ 267,247,656.62	294	205	10,066	\$ 3,007,491.59	1,223	179	11,985	\$ 279,204,663.59
August	4	\$ 155,569.42	710	\$ 254,351.40	964	\$ 207,423,993.92	199	130	9,217	\$ 2,616,198.79	1,076	176	10,895	\$ 210,450,113.53
September	3	\$ 160,703.97	872	\$ 315,531.93	965	\$ 212,668,436.82	183	94	9,419	\$ 3,468,686.40	1,095	159	11,259	\$ 216,613,359.12
October	6	\$ 95,749.93	767	\$ 304,350.30	1,026	\$ 251,918,498.34	178	169	9,906	\$ 2,975,468.03	1,280	169	11,705	\$ 255,294,066.60
November	1	\$ 95,626.07	561	\$ 228,026.46	673	\$ 122,493,740.13	179	213	6,276	\$ 1,918,485.22	864	87	7,511	\$ 124,735,877.88
December	2	\$ 220,163.66	833	\$ 368,206.82	1,174	\$ 296,303,679.58	239	128	8,599	\$ 2,578,262.40	1,153	178	10,608	\$ 299,470,312.46
2014 Total	51	\$ 13,060,094.44	8,598	\$ 3,377,603.15	11,589	\$ 2,589,488,592.70	2,541	1,567	107,524	\$ 34,791,963.68	12,649	2,033	127,762	\$ 2,640,718,253.97
2015														
January	8	\$ 24,073,740.35	622	\$ 242,207.12	948	\$ 168,866,969.18	208	91	12,084	\$ 4,208,217.53	1,287	324	13,662	\$ 197,391,134.18
February	3	\$ 232,050.04	842	\$ 249,584.70	724	\$ 142,479,930.88	162	72	7,924	\$ 2,456,720.19	920	179	9,493	\$ 145,418,285.81
March	6	\$ 151,414.12	699	\$ 256,019.02	1,216	\$ 325,584,438.68	258	154	10,166	\$ 3,041,520.36	1,044	170	12,087	\$ 329,033,392.18
April	5	\$ 28,803.76	646	\$ 290,459.06	1,054	\$ 202,385,228.16	245	124	9,433	\$ 3,570,066.11	1,258	176	11,138	\$ 206,274,557.09
May	8	\$ 24,256,980.86	646	\$ 226,630.71	950	\$ 230,762,578.43	169	90	9,227	\$ 2,907,843.56	887	154	10,831	\$ 258,154,033.56
June	3	\$ 199,283.13	725	\$ 255,663.46	935	\$ 188,078,075.34	231	95	9,151	\$ 2,869,475.09	961	128	10,814	\$ 191,402,497.02
July	4	\$ 13,105.35	777	\$ 252,741.47	1,071	\$ 228,369,725.22	211	87	10,313	\$ 3,696,485.43	1,040	125	12,165	\$ 232,332,057.47
August	5	\$ 111,238.70	701	\$ 212,274.19	788	\$ 183,714,907.68	154	161	8,194	\$ 2,397,074.86	868	126	9,688	\$ 186,435,495.43
September	3	\$ 195,776.46	651	\$ 206,017.65	1,058	\$ 260,875,690.77	206	125	10,437	\$ 3,005,587.72	1,137	193	12,149	\$ 264,283,072.60
YTD	45	\$ 49,262,392.77	6,309	\$ 2,191,597.38	8,744	\$ 1,931,117,544.34	1,844	999	86,929	\$ 28,152,990.85	9,402	1,575	102,027	\$ 2,010,724,525.34
Most recent 12 months	54	\$ 49,673,932.43	8,470	\$ 3,092,180.96	11,617	\$ 2,601,833,462.39	2,440	1,509	111,710	\$ 35,625,206.50	12,699	2,009	131,851	\$ 2,690,224,782.28

Enrollee Remittance Advice

DEPARTMENT OF CIVIL SERVICE
 EMPLOYEE BENEFITS DIVISION
 PO BOX 3799
 NEW YORK, NY 10008-3799

DO NOT SEND CASH

**PAYMENT DOES NOT ESTABLISH ELIGIBILITY FOR BENEFITS;
 PAYOR MUST SATISFY ELIGIBILITY REQUIREMENTS**

Last Name, First Name
 Address
 City, State, Zip

Benefit Program C31
 Due Date 01/31/2015
 Amount Due \$ 1,308.44
 Amount Paid

DETACH HERE AND RETURN THIS PART WITH YOUR PAYMENT
-RETAIN THIS PART FOR YOUR RECORDS-

NEW YORK STATE DEPT. OF CIVIL SERVICE
 EMPLOYEE BENEFITS DIVISION
 EMPIRE STATE PLAZA CORE BUILDING 1, 2ND FLOOR
 ALBANY, NY 12239
 Outside Continental US/ALBANY: 518-457-5754
 Continental US 1-800-833-4344

Page 1 of 1

**BILLING STATEMENT AS OF 01/02/2015
 FOR PERIOD ENDING 02/28/2015
 DUE DATE 01/31/2015**

Name:

Benefit Program: C31

<u>Date</u>	<u>Activity Type</u>	<u>Benefit Type</u>	<u>Plan Type</u>	<u>Benefit Plan</u>	<u>Coverage</u>	<u>Units</u>	<u>Amount</u>
Beginning Balance							\$ 654.22
02/01/15	ADMN	COBRA	Medical	EMPIRE	Individual	1	12.83
02/01/15	CRNG	COBRA	Medical	EMPIRE	Individual	1	641.39
TOTAL DUE FOR PERIOD ENDING 02/28/2015							\$ 1,308.44

Please note Remittance Advice will be updated to include a scan line for Check Digit Control.

The actual size of this Remittance Advice may be slightly smaller or larger.



NYSHIP Banking Services IFB
 Agency Remittance Advice
State of New York Department of Civil Service
Employee Benefits Division

Exhibit II.E

Name
 Agency Name
 Address
 City, State, Zip

Statement Number: 482
 Statement Date: 02/09/2015
 Account Number:
 Send payment to: Employee Benefits Division
 State of New York
 Department of Civil Service
 PO Box 3801
 New York, NY 10008-3801

Complete only if Address or Phone number of contact person changes

Total Due : **\$15,987.93**

Amount Paid :

Submitted by :

Date :

Customer Address :

Telephone :

Contact Person:

Participating Employer Health Insurance Premium Due Invoice for the Coverage Period Begin -

03/01/2015

PLEASE DO NOT WRITE BELOW THIS LINE (DO NOT DETACH)

Instructions:

1. Pay the "Total Due". Please use only this month's form for this month's payment or a photocopy of it.
2. Make check payable to : NYS EMPLOYEES' HEALTH INSURANCE PENDING ACCOUNT.
3. Send this ENTIRE PAGE with your check to the above address.

Customer ID :

Amount Due : **\$15,987.93**

Receipt No :

Amount Received :

Date Received :

Please note actual size may be slightly smaller.

NYSHIP Banking Services IFB

EXHIBIT II.F

Payment Detail Transaction Report- Daily

Deposit Date: _____
 For Lockbox: (Enrollee 1839 or Agency 1369)
 Report Total: Count of number of Items

Item Number	Batch Number (1)	Direct Pay Transaction ID <or> Cust-ID (2)	Enrollee <or> Agency Name (3)	Check Number	Check Routing Number	Check Account Number	Check Date	Check Amount	Transaction Total (4)
-------------	------------------	--	-------------------------------	--------------	----------------------	----------------------	------------	--------------	-----------------------

Report Total: Total # Items

\$\$ Total

- (1) Will be designated a certain number range for payments received with correspondence.
- (2) Direct Pay Transaction ID for Enrollee payments. Cust-ID for Agency Payments.
- (3) Per Remittance Advice
- (4) Will be different when more than one check is rec'd with remittance advice.

NYSHIP Banking Services IFB

EXHIBIT II.G

Payment Detail Transaction Report - Monthly

Deposits for period: _____ - _____
 For Lockbox: (Enrollee 1839 or Agency 1369)
 Report Total: Count of number of Items

Item Number	Batch Number (1)	Process Date	Direct Pay Transaction ID <or> Cust-ID (2)	Enrollee <or> Agency Name (3)	Check Number	Check Date	Check Amount	Transaction Total (4)
-------------	------------------	--------------	--	-------------------------------	--------------	------------	--------------	-----------------------

Report Total: Total # Items

\$\$ Total

- (1) Will be designated a certain number range for payments received with correspondence.
- (2) Direct Pay Transaction ID for Enrollee payments. Cust-ID for Agency Payments.
- (3) Per Remittance Advice
- (4) Will be different when more than one check is rec'd with remittance advice.

Client Analysis Statement

ACCOUNT SUMMARY

February 2015
Page 13 of 91

Officer: [REDACTED]
Phone No.: [REDACTED]

NEW YORK STATE DEPT OF CIVIL SERVICE
EMPLOYEE INSURANCE ACCOUNT
80 S SWAN ST ACCOUNTING UNIT
EMPLOYEE BENEFIT DIVISION
ALBANY NY 12239-0001

BALANCE SUMMARY

Account Number	Account Name	Average Ledger	Average Collected	Average Daily Negative Coll	Negative Coll Use of Fund Rate	Service Charge
200003-0016208	New York State Dept Of Civi	14,501,590	7,627,026			[REDACTED]

Number of days this cycle: 28

Investable balance required to offset \$1.00 of analyzed charges:

\$ [REDACTED]

Balance required to cover all analyzed charges:

\$ [REDACTED]

SERVICE DETAIL

Svc Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
IAMTH	00 0230	Recoupment Monthly Balance & Compensation Information	[REDACTED]	14,501.59	[REDACTED]
15007	01 0101	Desktop Deposit Credit Posted	[REDACTED]	25.00	[REDACTED]
22051	01 0000	Account Maintenance-CheXstor	[REDACTED]	1.00	[REDACTED]
CR021	01 0100	Debits Posted General Account Services	[REDACTED]	28.00	[REDACTED]
52121	05 0000	WlbXv Monthly Base NY0303801	[REDACTED]	1.00 1.00	[REDACTED]
52132	05 0400	WlbXv Data Transmission Mthly Base NY0303801	[REDACTED]	1.00 1.00	[REDACTED]
52157	05 0500	WlbXv Online Decision Monthly Base NY0303801	[REDACTED]	1.00 1.00	[REDACTED]
52107	05 0100	WlbXv Standard Item Processed NY0303801	[REDACTED]	716.00 716.00	[REDACTED]
52115	05 0100	WlbXv Remit Processed Express Mail NY0303801	[REDACTED]	2.00 2.00	[REDACTED]
52130	05 0121	WlbXv MICR Data Capture Per Line NY0303801	[REDACTED]	716.00 716.00	[REDACTED]
52152	05 0131	WlbXv Multiple Payee 10-39 NY0303801	[REDACTED]	716.00 716.00	[REDACTED]
52113	05 0530	WlbXv Correspondence Rejects NY0303801	[REDACTED]	4.00 4.00	[REDACTED]
52158	05 0520	WlbXv Online Decision Exceptn Post NY0303801	[REDACTED]	162.00 162.00	[REDACTED]
52148	05 011R	WlbXv Documents Scanned	[REDACTED]	2,778.00	[REDACTED]
182	1147	2656 CW 22504 NYS.COMBA0001	15/03/13	559	AT

ACCOUNT SUMMARY

February 2015
Page 14 of 91

NEW YORK STATE DEPT OF CIVIL SERVICE

SERVICE DETAIL

Svc Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
		NY0303801		2,778.00	
52101	05 0620	Wlbxv 90 Day B/W Image Archive	████████	2,778.00	████████
		NY0303801		2,778.00	
52131	05 0127	Wlbxv Value Added Keying	████████	7,240.00	████████
		NY0303801		7,240.00	
52114	05 0301	Wlbxv Daily Deposit Cut	████████	19.00	████████
		NY0303801		19.00	
61030	05 0020	Wtlbxv Monthly Base	████████	1.00	████████
		NY0303799		1.00	
61044	05 0400	Wtlbxv Data Transmission Mthly Base	████████	1.00	████████
		NY0303799		1.00	
61075	05 0500	Wtlbxv Online Decision Monthly Base	████████	1.00	████████
		NY0303799		1.00	
61012	05 0100	Wtlbxv Standard Item Proc Non Scan	████████	606.00	████████
		NY0303799		606.00	
61071	05 0200	Wtlbxv Total Payments Processed	████████	7,301.00	████████
		NY0303799		7,301.00	
61072	05 0201	Wtlbxv Unmatched Payments	████████	2,606.00	████████
		NY0303799		2,606.00	
61073	05 0202	Wtlbxv Multi Check/Coupon Payments	████████	35.00	████████
		NY0303799		35.00	
61022	05 013B	Wtlbxv Remit Processed Cash	████████	2.00	████████
		NY0303799		2.00	
61021	05 011L	Wtlbxv Remit Processed Express Mail	████████	42.00	████████
		NY0303799		42.00	
61041	05 0127	Wtlbxv MICR Data Capture Per Line	████████	7,913.00	████████
		NY0303799		7,913.00	
61019	05 0530	Wtlbxv Correspondence Rejects	████████	33.00	████████
		NY0303799		33.00	
61078	05 9999	Wtlbxv Checks	████████	7,309.00	████████
		NY0303799		7,309.00	
61076	05 0520	Wtlbxv Online Decision Exceptn Post	████████	776.00	████████
		NY0303799		776.00	
61077	05 0530	Wtlbxv Online Decision Items Reject	████████	26.00	████████
		NY0303799		26.00	
61064	05 0100	Wtlbxv Document Scanned	████████	29,208.00	████████
		NY0303799		29,208.00	
61063	05 0100	Wtlbxv Document Scanned Non Scan	████████	1,576.00	████████
		NY0303799		1,576.00	
61001	05 0620	Wtlbxv 90 Day B/W Image Archive	████████	30,784.00	████████
		NY0303799		30,784.00	
61042	05 0129	Wtlbxv Value Added Keying	████████	18,180.00	████████
		NY0303799		18,180.00	
61020	05 0301	Wtlbxv Daily Deposit Cut	████████	19.00	████████
		NY0303799		19.00	
		Lockbox Services			████████
34235	10 0410	CEO Retn Item Subscription Per Acct	████████	1.00	████████
34237	10 0410	CEO Retn Item Subscription Per Item	████████	11.00	████████
08025	10 0015	Miscellaneous Credits Posted	████████	38.00	████████
701	10 0220	Desktop Deposit-Wfargo Deposit Item	████████	22.00	████████
706	10 0224	Desktop Deposit-Non Wfargo Dep Item	████████	824.00	████████
311	10 0220	Wholesale Lbx Checks Deposited	████████	8,629.00	████████
CK061	10 0400	Return Item - Chargeback	████████	13.00	████████
CK062	10 0414	CEO Return Item Retrieval-Image	████████	101.00	████████
CK064	10 0414	CEO Return Item Service Mthly Base	████████	1.00	████████
CK075	10 0402	Return Item Redeposited	████████	15.00	████████
		Depository Services			████████
12816	15 1352	Desktop Deposit Images Retrieved	████████	9.00	████████



ACCOUNT SUMMARY

February 2015
Page 15 of 91

NEW YORK STATE DEPT OF CIVIL SERVICE

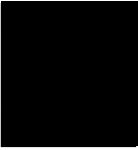
SERVICE DETAIL

Svc Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
22225	15 0240	Check Cashing Threshold MO Base Paper Disbursement Services	████████	1.00	████████
34330	25 0703	ACH CEO Subscription - Account	████████	1.00	████████
34332	25 0703	ACH CEO Subscription - Item	████████	35.00	████████
CK018	25 0201	Electronic Credits Posted	████████	68.00	████████
ES344	25 0202	ACH Received Item	████████	18.00	████████
34334	25 1050	ACH CEO Fraud Filter Stop Mthlybase General ACH Services	████████	1.00	████████
34205	35 0402	Wire Detail Rpt Subscription-Acct	████████	1.00	████████
34207	35 0402	Wire Detail Rpt Subscription-Item	████████	169.00	████████
ES030	35 0300	Wire IN Domestic	████████	25.00	████████
ES139	35 0104	Wire-Outgoing Domestic-CEO Wire & Other Funds Transfer Service	████████	19.00	████████
15002	40 0003	Desktop Deposit Mthly Base	████████	1.00	████████
15003	40 0231	Desktop Deposit Report Per Item	████████	2,674.00	████████
34100	40 0000	CEO Prev Day Subscription Mthlybase	████████	1.00	████████
34115	40 0001	CEO Previous Day Item Loaded	████████	151.00	████████
34120	40 0003	CEO Intraday Subscription Mthlybase	████████	1.00	████████
34123	40 02ZZ	CEO Event Messaging Service - Email	████████	320.00	████████
34253	40 0800	Electronic Window Extended Stor 120	████████	423.00	████████
34286	40 0271	CEO Prev Day Exp Desc - Per Item Information Services	████████	8.00	████████
Total Analyzed Charges					████████
* Total Fee Based Charges					████████
Total Service Charges					████████



ACH Transaction

Exhibit II.I



03/12/2015 01:20 PM ET
CUSTOMER ID: [REDACTED]
OPERATOR ID: [REDACTED]

NEW YORK STATE DEPARTMENT OF CIVIL SERVICE

ACH Receive Report
As of 03/12/2015



Treasury Information Reporting

Note: Intraday information subject to change

Currency:USD

Bank: [REDACTED]

Account: [REDACTED]



CIVIL SERVICE

Credit Amount

Transaction Detail

1,307.50 Entry Class/Description: CCD/AP PAYMENT
Sending Company ID: [REDACTED]
ID: [REDACTED]
Bank Reference: [REDACTED]
Addenda Info: [REDACTED]

Discretionary Data:
Sending Co Name: [REDACTED]
Individual Name: NYS EMP INS PENDING AC

Account Net Total 2000030016208 USD: 1,307.50

Currency Credit Total USD: 1,307.50

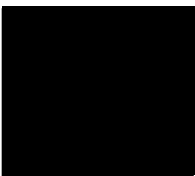
Currency Debit Total USD: .00

Currency Net Total USD: 1,307.50

--- END OF REPORT ---

Commercial Checking Acct Public Funds

Account number: [REDACTED] v March 1, 2015 - March 6, 2015 v Page 1 of 2



Weekly Statement

ST OF NY OFFICE OF THE STATE COMPTROLLER
 NEW YORK STATE DEPT OF CIVIL SERVICE
 EMPLOYEE INSURANCE ACCOUNT
 80 S SWAN ST ACCOUNTING UNIT
 EMPLOYEE BENEFIT DIVISION
 ALBANY NY 12239-0001

Questions?

Call your Customer Service Officer or Client Services
 [REDACTED]
 5:00 AM TO 6:00 PM Pacific Time Monday - Friday

Online: [REDACTED]

Write: [REDACTED]

Account summary

Commercial Checking Acct Public Funds

Account number	Beginning balance	Total credits	Total debits	Ending balance
2000030016208	\$3,231,453.02	\$119,787,472.71	-\$113,171,878.28	\$9,847,047.45

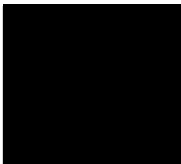
Credits

Deposits

Effective date	Posted date	Amount	Transaction detail
03/02		12,937,474.29	Wholesale Lockbox Deposit NEW York Box [REDACTED] Deposit 1
03/02		316,157.30	Wholesale Lockbox Deposit NEW York Box [REDACTED] Deposit 1
03/03		34,150,747.12	Wholesale Lockbox Deposit NEW York Box [REDACTED] Deposit 1
03/03		245,633.16	Wholesale Lockbox Deposit NEW York Box [REDACTED] Deposit 1
03/04		14,739,779.51	Wholesale Lockbox Deposit NEW York Box [REDACTED] Deposit 1
03/04		116,367.82	Wholesale Lockbox Deposit NEW York Box [REDACTED] Deposit 1
03/05		9,679,226.02	Wholesale Lockbox Deposit NEW York Box [REDACTED] Deposit 1
03/05		90,518.48	Wholesale Lockbox Deposit NEW York Box [REDACTED] Deposit 1
03/06		9,487,936.26	Wholesale Lockbox Deposit NEW York Box [REDACTED] Deposit 1
03/06		59,752.39	Wholesale Lockbox Deposit NEW York Box [REDACTED] Deposit 1
		\$81,823,592.35	Total deposits

Electronic deposits/bank credits

Effective date	Posted date	Amount	Transaction detail
03/02		637,537.83	[REDACTED] Nys Health Insurance P
03/02		474,177.78	[REDACTED] Nys Dept Civil Service /Nyship-Ee Contrib Per En
03/02		13,951.90	[REDACTED] Rmr*IV*00429-482*Pi*13951.90
03/03		13,195,802.18	[REDACTED] Nys Health Insurance P
03/03		8,428,008.73	[REDACTED] Nys Health Insurance P
03/03		5,079,798.25	[REDACTED] Invoice Pymnts 0000N Y S Dept of Civi
03/03		3,072,835.44	[REDACTED] Nys Health Insurance P
03/03		2,821,017.18	[REDACTED] Nys Health Insurance P
03/03		3,470,046.31	Desktop Check Deposit



Electronic deposits/bank credits (continued)

Effective date	Posted date	Amount	Transaction detail
	03/03	320,036.51	Desktop Check Deposit
	03/03	26,696.87	Desktop Check Deposit
	03/03	19,155.80	Desktop Check Deposit
	03/03	6,037.28	Desktop Check Deposit
	03/03	33.11	Desktop Check Deposit
	03/04	113,533.68	Desktop Check Deposit
	03/04	4,111.72	Desktop Check Deposit
	03/04	12.82	Desktop Check Deposit
	03/05	6,358.14	Desktop Check Deposit
	03/06	235,384.07	[REDACTED]
	03/06	3,194.10	[REDACTED]
	03/06	18,686.18	Desktop Check Deposit
	03/06	15,478.38	Desktop Check Deposit
	03/06	1,986.10	Desktop Check Deposit
		\$37,963,880.36	Total electronic deposits/bank credits
		\$119,787,472.71	Total credits

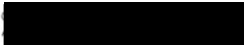
Debits

Electronic debits/bank debits

Effective date	Posted date	Amount	Transaction detail
	03/02	664.23	Return Item Charge - Paper AZ 150302
	03/02	3,206,000.00	[REDACTED]
	03/03	654.22	Return Item Charge - Paper AZ 150303
	03/03	14,378,000.00	[REDACTED]
			IN [REDACTED] Trn# [REDACTED] Rfb# [REDACTED]
	03/04	70,836,000.00	WT Fed# [REDACTED] /Ftr/Bnf=Nys General Checking Srf#
			IN [REDACTED] Trn# [REDACTED] Rfb# [REDACTED]
	03/05	14,971,000.00	WT Fed# [REDACTED] /Ftr/Bnf=Nys General Checking Srf#
			IN [REDACTED] Trn# [REDACTED] Rfb# [REDACTED]
	03/06	1,559.83	Return Item Charge - Paper AZ 150306
	03/06	9,778,000.00	WT Fed# [REDACTED] General Checking Srf#
			IN [REDACTED] Trn# [REDACTED] Rfb# [REDACTED]
		\$113,171,878.28	Total electronic debits/bank debits
		\$113,171,878.28	Total debits

Daily ledger balance summary

Date	Balance	Date	Balance	Date	Balance
02/28	3,231,453.02	03/03	70,861,281.61	03/05	9,804,189.80
03/02	14,404,087.89	03/04	14,999,087.16	03/06	9,847,047.45
Average daily ledger balance		\$20,524,524.48			



Deposit Adjustment Notice



February 20, 2015

ST OF NY OFFICE OF THE STATE COMPTROLLER
NEW YORK STATE DEPT OF CIVIL SERVICE
80 S SWAN ST ACCOUNTING UNIT
EMPLOYEE BENEFIT DIVISION
ALBANY, NY 12239-0001

RE: Adjustment for \$4,987,075.60 to account ending in [REDACTED] for store location [REDACTED]

To Whom It May Concern:

An item in the amount of \$4,987,075.70 was listed for \$0.10 in your 2/13/2015 deposit.

Work Date:	2/13/2015
Deposit Total:	\$1,301,826.26
Tape Total:	\$1,301,826.26
Listed As:	\$0.10
Should Be:	\$4,987,075.70
Amount Before:	\$1,810.97
Amount After:	\$0.10
Sequence Number:	001067237475

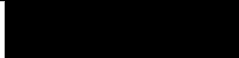
As a result, your account was credited \$4,987,075.60 on 2/20/2015 to correct this difference. Please update your records to reflect this entry to your account.

We appreciate your business and apologize for any inconvenience this may have caused you. If you have questions or require additional information, please call your client service officer or Treasury Management Client Services at [REDACTED] Monday through Friday, 7:00 a.m. to 10:00 p.m., or Saturday, 9:00 a.m. to 7:00 p.m. Eastern Time. using [REDACTED] as a reference.

Adjustments Department
geome *

Enclosure

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS BLUE AND BURGUNDY ARE PRESENT.



50-937213

Check Number



Date 01/29/2015

Pay Amount 4,987,075.70***

Pay ****FOUR MILLION NINE HUNDRED EIGHTY-SEVEN THOUSAND SEVENTY-FIVE AND 70/100 DOLLAR****

To The Order Of STATE OF NEW YORK
Dept of Civil Service
Employees Benefits Division-Agency
PO BOX 3801
New York, NY 10008-3801



Authorized Signature



CR TO ACCT OF PAYEE ABS OF ENDORSE GTD WFBNANY

20150213 08007979 70024

Vertical text on the right side of the page, possibly a barcode or tracking information.

Wire Transfer Transaction

Custom
03/12/2015 01:21 PM ET
CUSTOMER ID: [REDACTED]
OPERATOR ID: [REDACTED]

NEW YORK STATE DEPARTMENT OF CIVIL SERVICE

Wire Transfer Detail Report
As of 03/09/2015

Commercial Electronic Office®

Treasury Information Reporting

Note: Intraday information subject to change

Currency:USD

Bank: [REDACTED]

Account: [REDACTED]

CIVIL SERVICE

Credit Wire Amount	Process Date Time	From	Corresponding Bank:	Status
6,940,611.48	03/09/2015 03:23 PM CT	FEDWIRE N/A [REDACTED] N/A	N/A	COMPLETE

Wire Service Reference Number:

[REDACTED]

PC Reference/Confirmation Number:

EMPLOYEE BENEFIT

Value Date:

03/09/2015

Wire Type:

195

Wire Amount:

6,940,611.48

Transaction Reference Number:

[REDACTED]

USD Equivalent Amount:

6,940,611.48

Originator ID:

[REDACTED]

Originator Name and Address:

[REDACTED]

Instructing Bank Code/ID:

N/A

Instructing Bank Name and Address:

N/A

Sending Party ID:

[REDACTED]

Sending Party Name and Address:

[REDACTED]

Bank to Bank Info:

N/A

Beneficiary Bank Code/ID:

N/A

Beneficiary Bank Name and Address:

N/A

Originator to Beneficiary Info:

EMPLOYEE BENEFITS DIV-ROOM 1106

Instructed Currency/Amount:

USD/6,940,611.48

Exchange Rate:

1.000000

Fed/CHIPS/SWIFT Reference Number:

[REDACTED]

Completed Timestamp:

03/09/2015 03:23 PM CT

Sender Reference Number:

[REDACTED]

Originating Bank Code/ID:

N/A

Originating Bank Name and Address:

[REDACTED]

Receiving Party ID:

[REDACTED]

Receiving Party Name and Address:

ST OF NY OFFICE OF THE STATE COMPTR
80 S SWAN ST ACCOUNTING UNIT
EMPLOYEE BENEFIT DIVISION
ALBANY NY 122390001 12239

Intermediary Bank Code/ID:

N/A

Intermediary Bank Name and Address:

N/A

Beneficiary Code/ID:

N/A

Beneficiary Reference ID:

[REDACTED]

Beneficiary Name and Address:

NYS DEPT OF CIVIL SERVICE EMPLOYEE
AGENCY BLDG 1, EMPIRE STATE PLAZA
ALBANY
12239 US



[Redacted]

Text:

[Redacted]

75039 RFB=EMPLOYEE BENEFIT OBI=EMPLOYEE BENEFITS DIV-ROOM 1106 ATTN A [Redacted]
 /FTR/BNF=[Redacted] NYS DEPT OF CIVIL SERVICE EMPLOYEE AGENCY BLDG 1, EMPIRE STATE PLAZA
 ALBANY 12239 US COMPLETED TIMESTAMP 03/09/2015 03:23 PM CT

Debit Wire Amount	Process Date Time	To:	Corresponding Bank:	Status
9,822,000.00	03/09/2015 10:20 AM CT	FEDWIRE N/A NYS General Checking 329681090026	N/A	COMPLETE

Wire Service Reference Number:

[Redacted]

PC Reference/Confirmation Number:

[Redacted]

Value Date:

03/09/2015

Wire Type:

495

Wire Amount:

9,822,000.00

Transaction Reference Number:

[Redacted]

USD Equivalent Amount:

9,822,000.00

Originator ID:

[Redacted]

Originator Name and Address:

NYS OSC
 110 STATE STREET
 14TH FL
 ALBANY, NY 12236

Instructing Bank Code/ID:

N/A

Instructing Bank Name and Address:

N/A

Sending Party ID:

[Redacted]

Sending Party Name and Address:

ST OF NY OFFICE OF THE STATE COMPTR
 80 S SWAN ST ACCOUNTING UNIT
 EMPLOYEE BENEFIT DIVISION
 ALBANY NY 122390001 12239

Bank to Bank Info:

N/A

Beneficiary Bank Code/ID:

N/A

Beneficiary Bank Name and Address:

N/A

Originator to Beneficiary Info:

N/A

Text:

Instructed Currency/Amount:

USD/9,822,000.00

Exchange Rate:

1.000000

Fed/CHIPS/SWIFT Reference Number:

[Redacted]

Completed Timestamp:

03/09/2015 10:07 AM CT

Sender Reference Number:

[Redacted]

Originating Bank Code/ID:

N/A

Originating Bank Name and Address:

N/A

Receiving Party ID:

[Redacted]

Receiving Party Name and Address:

[Redacted]

Intermediary Bank Code/ID:

N/A

Intermediary Bank Name and Address:

N/A

Beneficiary Code/ID:

N/A

Beneficiary Reference ID:

[Redacted]

Beneficiary Name and Address:

NYS General Checking



ET

-2,881,388.52 Account Net Total

-2,881,388.52 Net Total For Bank 121000248(USD)

-2,881,388.52 Net Grand Total For Currency (USD)

--- END OF REPORT ---

Custom
03/16/2015 10:20 AM ET
CUSTOMER ID
OPERATOR ID

Daily Deposit Summary

Month-to-Date Balance Report
From 02/02/2015 Through 02/27/2015

Treasury Information Reporting

Currency: USD

Bank:

Account:

CIVIL SERVICE

Date	Closing Ledger Balance/ Collected Balance	One Day Float/ Two+ Day Float	Daily Total Credits	Daily Total Debits	MTD Accrued Debit Interest/ MTD Accrued Credit Interest
02/02	1,188,230.34 26,192.34	1,162,038.00 .00	1,160,315.50	32,770,662.32	---
02/03	24,132,918.80 5,098,046.80	19,034,872.00 .00	24,185,587.64	1,240,899.18	---
02/04	41,428,605.92 2,383,691.92	39,044,816.00 98.00	41,405,339.86	24,109,652.74	---
02/05	8,896,015.95 30,950.95	8,863,490.00 1,575.00	8,870,410.03	41,403,000.00	---
02/06	1,692,267.32 110,848.32	1,581,277.00 142.00	1,665,323.97	8,869,072.60	---
02/07	1,692,267.32 110,848.32	1,581,277.00 142.00	----	----	---
02/08	1,692,267.32 110,848.32	1,581,277.00 142.00	----	----	---
02/09	21,730,402.18 8,054,199.18	13,676,203.00 .00	21,705,790.82	1,667,655.96	---
02/10	6,414,835.31 30,207.31	6,382,477.00 2,151.00	6,389,454.68	21,705,021.55	---
02/11	4,667,752.01 25,709.01	4,641,981.00 62.00	4,639,916.70	6,387,000.00	---
02/12	12,304,530.56 4,745,343.56	7,559,093.00 94.00	12,278,969.05	4,642,190.50	---
02/13	1,480,963.00 133,031.00	1,347,932.00 .00	1,455,432.44	12,279,000.00	---
02/14	1,480,963.00 133,031.00	1,347,932.00 .00	----	----	---
02/15	1,480,963.00 133,031.00	1,347,932.00 .00	----	----	---
02/16	1,480,963.00 133,031.00	1,347,932.00 .00	----	----	---
02/17	10,462,776.61 5,928,083.61	4,534,693.00 .00	10,436,983.37	1,455,169.76	---
02/18	2,949,696.11 25,862.11	2,923,478.00 356.00	2,923,919.50	10,437,000.00	---
02/19	6,121,361.66 2,880,787.66	3,240,574.00 .00	6,095,665.55	2,924,000.00	---
02/20	32,339,308.08 30,547,451.08	1,791,857.00 .00	32,313,946.42	6,096,000.00	---
02/21	32,339,308.08 30,547,451.08	1,791,857.00 .00	----	----	---
02/22	32,339,308.08 30,547,451.08	1,791,857.00 .00	----	----	---
02/23	6,922,074.02 4,910,137.02	2,010,537.00 1,400.00	6,896,765.94	32,314,000.00	---
02/24	64,747,846.52 59,810,449.52	4,937,168.00 229.00	64,721,129.06	6,895,356.56	---
02/25	33,709,706.52 22,029,677.52	11,677,701.00 2,328.00	33,683,860.00	64,722,000.00	---
02/26	13,087,707.02 3,113,433.02	9,973,620.00 654.00	13,060,000.50	33,682,000.00	---
02/27	3,231,453.02 727,331.02	2,504,122.00 .00	3,205,746.00	13,062,000.00	---
Totals	370,014,490.75 212,327,124.75	157,677,993.00 9,373.00	297,094,557.03	326,661,681.17	---

Avg.	14,231,326.56	6,064,538.19	11,426,713.73	12,563,910.81	---
	8,166,427.87	360.50			---

Grand Total for Currency: USD

Date	Closing Ledger Balance/ Collected Balance	One Day Float/ Two+ Day Float	Daily Total Credits	Daily Total Debits	MTD Accrued Debit Interest/ MTD Accrued Credit Interest
02/02	1,188,230.34 26,192.34	1,162,038.00 .00	1,160,315.50	32,770,662.32	---
02/03	24,132,918.80 5,098,046.80	19,034,872.00 .00	24,185,587.64	1,240,899.18	---
02/04	41,428,605.92 2,383,691.92	39,044,816.00 98.00	41,405,339.86	24,109,652.74	---
02/05	8,896,015.95 30,950.95	8,863,490.00 1,575.00	8,870,410.03	41,403,000.00	---
02/06	1,692,267.32 110,848.32	1,581,277.00 142.00	1,665,323.97	8,869,072.60	---
02/07	1,692,267.32 110,848.32	1,581,277.00 142.00	----	----	---
02/08	1,692,267.32 110,848.32	1,581,277.00 142.00	----	----	---
02/09	21,730,402.18 8,054,199.18	13,676,203.00 .00	21,705,790.82	1,667,655.96	---
02/10	6,414,835.31 30,207.31	6,382,477.00 2,151.00	6,389,454.68	21,705,021.55	---
02/11	4,667,752.01 25,709.01	4,641,981.00 62.00	4,639,916.70	6,387,000.00	---
02/12	12,304,530.56 4,745,343.56	7,559,093.00 94.00	12,278,969.05	4,642,190.50	---
02/13	1,480,963.00 133,031.00	1,347,932.00 .00	1,455,432.44	12,279,000.00	---
02/14	1,480,963.00 133,031.00	1,347,932.00 .00	----	----	---
02/15	1,480,963.00 133,031.00	1,347,932.00 .00	----	----	---
02/16	1,480,963.00 133,031.00	1,347,932.00 .00	----	----	---
02/17	10,462,776.61 5,928,083.61	4,534,693.00 .00	10,436,983.37	1,455,169.76	---
02/18	2,949,696.11 25,862.11	2,923,478.00 356.00	2,923,919.50	10,437,000.00	---
02/19	6,121,361.66 2,880,787.66	3,240,574.00 .00	6,095,665.55	2,924,000.00	---
02/20	32,339,308.08 30,547,451.08	1,791,857.00 .00	32,313,946.42	6,096,000.00	---
02/21	32,339,308.08 30,547,451.08	1,791,857.00 .00	----	----	---
02/22	32,339,308.08 30,547,451.08	1,791,857.00 .00	----	----	---
02/23	6,922,074.02 4,910,137.02	2,010,537.00 1,400.00	6,896,765.94	32,314,000.00	---
02/24	64,747,846.52 59,810,449.52	4,937,168.00 229.00	64,721,129.06	6,895,356.56	---
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02/27	3,231,453.02 727,331.02	2,504,122.00 .00	3,205,746.00	13,062,000.00	---

Custom
03/16/2015 10:20 AM ET
CUSTOMER ID
OPERATOR ID

NYS OSC

Month-to-Date Balance Report
From 02/02/2015 Through 02/27/2015

Commercial Electronic Office^(B)

Treasury Information Reporting

Totals	370,014,490.75	157,677,993.00	297,094,557.03	326,661,681.17	---
	212,327,124.75	9,373.00			---
Avg.	14,231,326.56	6,064,538.19	11,426,713.73	12,563,910.81	---
	8,166,427.87	360.50			---

--- END OF REPORT ---

Lockbox Processing Procedures Guidelines

The Contractor must adhere to the processing procedure for lockbox receipts as set forth herein this [REDACTED]

I. Lockbox Processing Procedures:

1. Lockbox Receipts are to be retrieved at least once each Business Day before 12:00 pm (noon).
 2. Lockbox Receipts are to be opened upon retrieval and sorted into the following batch types:
 - a. Processable Checks/Money Orders with:
 - i. No Correspondence Attached - The Contractor processes the check/money order for deposit. The Contractor makes images of the check/money order which is then made available to EBD via a secure internet application.
 - ii. Correspondence Attached - The Contractor records the EMPLID number (Enrollee account number) and the payment amount paid on all of the enclosed correspondence, processes the check/money order for deposit and makes images of the check/money order and the associated correspondence which are then made available to EBD via a secure internet application.
 - iii. Address or Last Name Changes - The Contractor records the EMPLID number and the payment amount paid on all of the enclosed correspondence, processes the check/money order for deposit and makes images of the check/money order and the associated correspondence which are then made available to EBD via a secure internet application.
 - b. Unprocessable Checks/Money Orders - Any item deemed Unprocessable in accordance with the criteria set forth in Section III below.
 3. All checks/money order that the Contractor deems Processable, in accordance with the criteria set forth in Section II below, are indexed by the Contractor with a sequential payment identification number in black ink. This number is stamped on the face of each Processable check and associated piece of correspondence received and the check is restrictively endorsed with, "NYS Employees' Insurance Pending Account." If there is no Payee written on the face of the check, the Contractor is stamped the check with the appropriate payee stamp as provided by the Department prior to processing the check for deposit.
 4. The Contractor deposits Processable checks on the same Business Day they are retrieved from the lockbox.
 5. The Contractor makes all funds available, within 24 hours of deposit, for transfer into the State treasury.
 6. No later than 10:00 am on the following Business Day, notification is sent to EBD of the prior Business Days deposits, including electronic access to reports with the deposit totals and item counts detailed along with the sequential payment identification numbers used for the specific payment group or category. These reports also include EBD relevant fields (i.e. agency code and EMPLID) that correspond to itemized payment.
-

II. Check/Money Orders That Can Be Processed (Processable):

“Processable” checks or money orders include checks or money orders that are not deemed Unprocessable and pass the Contractor’s validity tests, including:

- a. checks or money orders with no date or incomplete date. (In such cases, the Contractor uses the processing date as the check date);
- b. checks or money orders that are post dated, if the post date is within three (3) days of receipt;
- c. checks or money orders whose payment amount differs from the remittance amount. (In such cases the Contractor changes the amount on the remittance form to the check amount, circles and initial the change and process the check for deposit);
- d. if a single check or money order is accompanied by more than one remittance, and the amount of the check equals the total amount of all remittances;
- e. multiple checks or money orders that are accompanied by one remittance, and the total amount of the checks equals the amount of the remittance; and/or
- f. the Payee on the check or money order is the respective pending account or a reasonable facsimile.

III. Checks/Money Orders That Cannot Be Processed (Unprocessable):

The Contractor forwards to EBD all items which the Contractor is unable to be processed, as determined by the criteria set forth in a. through j, below. The Contractor delivers Unprocessable items to EBD by the next Business Day between the hours of 10:00 a.m. and 1:00 p.m. using the Contractor’s courier delivery service or overnight delivery, to the following address:

NYS Department of Civil Service
Employee Benefits Division
Alfred E. Smith State Office Building
Albany, NY 12239
Attention: Cash Receipts Unit

- a. checks or money orders that do not have a written(legal) dollar amount;
- b. checks or money orders post dated more than 3 days from the date of receipt;
- c. checks or money orders dated 6 months or more prior to the date of receipt;
- d. checks or money orders received with no remittance or with no scan line;
- e. foreign negotiable instruments that do not state “payable in U.S. Funds”;
- f. payment documents received are vouchers or drafts;
- g. no legible account number on the remittance form or check;
- h. transaction (envelope) does not include payment (note “no payment included” on remittance);
- i. check is a third party check; and/or
- j. unsigned checks.

0000065422C011000948850X

Enrollee Remittance Advice

**Make your check or money order payable to:
NYS Employee Insurance Pending Account**

STATE OF NEW YORK
DEPARTMENT OF CIVIL SERVICE
EMPLOYEE BENEFITS DIVISION
PO BOX 3799
NEW YORK, NY 10008-3799

DO NOT SEND CASH

**PAYMENT DOES NOT ESTABLISH ELIGIBILITY FOR BENEFITS;
PAYOR MUST SATISFY ELIGIBILITY REQUIREMENTS**

RECEIVED

NOV 23 2015

Employee Insurance Section
NYS Dept. of Civil Service

Benefit Program C01
Due Date 11/30/2015
Amount Due \$ 654.22

Amount Paid

654.22

DETACH HERE AND RETURN THIS PART WITH YOUR PAYMENT

NYSHIP Banking Services IFB

Exhibit V

Schedule of Fees and Expenses
Direct Fee

PROJECT SERVICE	UNIT RATES					Please specify whether rate is: per transaction; per month basis; or is a one-time set up fee
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
Lockbox Services ⁽¹⁾	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	Per envelope processed
Checks & Money Order Deposits Processed ⁽²⁾	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	Per check or money order processed
Remote Deposit Capture Transactions ⁽³⁾	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	Per item processed
Wire Transactions ⁽⁴⁾	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	Per wire or ACH processed
Two Remote Deposit Capture Scanners ⁽⁵⁾	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Electronic Lockbox Implementation	\$ 0.00	N/A	N/A	N/A	N/A	
Electronic Lockbox/Remittance Services ⁽⁶⁾	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	Per electronic remittance transaction processed for two lockboxes
Electronic Lockbox Maintenance Services	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	

Footnotes:

⁽¹⁾Lockbox Services must be quoted on a "Per Envelope Processed" basis.

⁽²⁾Checks & Money Order Deposits Processed must be quoted on a "Per Check or Money Order Processed" basis.

⁽³⁾Remote Deposit Capture Transactions must be quoted on a "Per Item Processed" basis including surcharges, if any.

⁽⁴⁾Wire transactions must be quoted on a "Per Wire/ACH processed" basis.

⁽⁵⁾Remote Deposit Capture Implementation and Maintenance fee must be quoted for two (2) scanners.

⁽⁶⁾Services quoted must include all fees, fixed and transactional. Please note two Electronic Lockboxes are required: (1) for enrollee payments and (1) for agency payments.