*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.

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| Name of Business Entity Submitting Bid: | |  |
| Entity’s Legal Form: | | Corporation Partnership Sole Proprietorship Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **No.** | **IFB Ref.** | IFB Requirement: |
| 1. | Section III.B.1 | At time of Proposal Due Date, Offeror represents and warrants that it:  possesses  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:  attests  does not attest  that it understands and agrees to comply with all specific duties and responsibilities set forth in Section IV of this IFB #DEAS-2015-1, entitled “Dependent Eligibility Audit Services.” |
| 3. | Section III.B.3 | At time of Proposal Due Date, Offeror represents and warrants that it:  attests  does not attest  it has provided dependent eligibility verification services for a minimum of five (5) years. |
| 4. | Section III.B.4 | **Amended May 29, 2015**  At time of Proposal Due Date, Offeror represents and warrants that it:  attests  does not attest  That it has provided dependent eligibility verification services comparable to the services outlined in this IFB #DEAS-2015-1, entitled “Dependent Eligibility Audit Services” for at least one (1) client ~~in the past three (3) years~~ with a size of at least one hundred fifty thousand Dependent lives subject to audit verification services, |
| 5. | Section III.B.5 | At time of Proposal Due Date, Offeror represents and warrants that it:  attests  does not attest  it can complete the Implementation Period within 60 Days from the date the Department notifies the Contractor that the Agreement has been approved by OSC, complete the Amnesty Period and Eligibility Verification Period within twelve(12) months and complete the entire DEA Project, including the Appeal and Reinstatement Period(s) within fifteen (15) months. |
| 6. | Section III.B.6 | At time of Proposal Due Date, Offeror represents and warrants that it:  attests  does not attest  that its entire DEA Project is fully HIPAA compliant. |
| 7. | Section III.B.7 | At time of Proposal Due Date, Offeror represents and warrants that it:  attests  does not attest  that it guarantees a return on investment (ROI), as defined in Section IV of this IFB #DEAS-2015-1, entitled “Dependent Eligibility Audit Services,” of at least three to one (3:1) for the Project including administration of the Amnesty Period; the Eligibility Verification Period and the Appeal and Reinstatement Period(s). |
| 8. | Section III.B.8 | At time of Proposal Due Date, Offeror represents and warrants that it:  attests  does not attest  that it will maintain a complete and accurate set of records as may be required by the State to be produced for review by the State pursuant to Appendix A of the draft Agreement, contained in Section VII of this IFB #DEAS-2015-1, entitled “Dependent Eligibility Audit Services,” including any and all financial records as deemed necessary by the State to discharge its fiduciary responsibilities to NYSHIP participants and to ensure that public dollars are spent appropriately. |
| 9. | Section III.B.9 | At time of Proposal Due Date, Offeror represents and warrants that it:  attests  does not attest  that it acknowledges and agrees that all enrollment data provided by the Department is being provided to the Offeror (Contractor) solely for the purposes of allowing the Contractor to fulfill its duties and responsibilities under the Agreement;, said materials are sole property of the State; and it will not share, sell, release, or make the data available to third parties in any manner without the written consent of the Department, except as directed by a court of competent jurisdiction, or as necessary to comply with applicable New York State federal law. |
| 10. | Section III. B.10 | At time of Proposal Due Date, Offeror represents and warrants that it:  attests  does not attest  that it will agree to provide minimum service levels for performance guarantees and credits, as defined in Section IV of this IFB #DEAS-2015-1, entitled “Dependent Eligibility Audit Services.” |
| 11. | Section III. B.11 | At time of Proposal Due Date, Offeror represents and warrants that it:  attests  does not attest that it will provide a customizable secure online web portal (online reporting access) for DEA services, as defined in Section IV of this IFB #DEAS-2015-1, entitled “Dependent Eligibility Audit Services,” that, at a minimum,   1. allows Enrollees to upload scanned documents; 2. allows Enrollees to view the status of their current compliance with the current audit; 3. allows Enrollees to view all documents sent to the Enrollee by the Contractor; 4. Allows the Department to compile periodic management reports documenting the progress and outcomes of the Project. |
| 12. | Section III. B.12 | At time of Proposal Due Date, Offeror represents and warrants that it:  attests  does not attest  that it will provide a Call Center as defined in Section IV of this IFB #DEAS-2015-1, entitled “Dependent Eligibility Audit Services,” that at a minimum  a. is located in the United States;  b. is fully staffed with trained Call Center representatives and supervisors from 8 am to 8 pm ET from the start of the 60-Day Amnesty Period through the end of the Appeal and Reinstatement Period(s), except for Business Holiday(s) observed by the State and have management reporting capability to provide information on the quality and effectiveness of the Call Center;  c. is staffed appropriately based on anticipated peak call times (i.e., after Enrollee mailings); and,  d. uses an integrated system to log and track all Enrollee calls. The system must create a record of the Enrollee contacting the call center, the call type, and all customer service actions and resolutions. |
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Date:\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

**[INSERT OFFEROR NAME]**

**[INSERT TITLE]**

**[INSERT COMPANY NAME]**

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| **CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT**  **STATE OF }**  **: SS.:**  **COUNTY OF }**  On the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in the year 2014, 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** |