Competitive Procurement For:

Banking Services - RFP C140405

CONTACT FOR INQUIRIES AND SUBMISSIONS

Issuing Officer – Courtney Souza, Contract Management Specialist III
Alternate – Karen Meyer, Contract Management Specialist II

***************

All questions regarding this Request for Proposals (RFP) must be submitted via electronic mail to the Issuing Officer or Alternate at WCBContracts@wcb.ny.gov
Neither phone nor fax inquiries will be accepted.

Administrative issues pertaining to sending/receiving email through the designated mailbox may be reported at (518) 388-1456.

The WCB procurement website address: http://www.wcb.ny.gov/procurements.jsp

For All Methods of Delivery (Except E-Mail):
US Post Office Mailings- standard and overnight
UPS and FedEx- express delivery, overnight and ground service
Hand deliveries

Address To:
NYS Workers’ Compensation Board
Attention: Courtney Souza
328 State Street, Room 331-69
Schenectady, NY 12305

For E-Mail Delivery
Submit to: WCBContracts@wcb.ny.gov

CALENDAR OF EVENTS

<table>
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<th>Day</th>
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<td>1 Release of RFP</td>
<td>Thursday</td>
<td>February 10, 2022</td>
<td></td>
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<tr>
<td>2 Request Date for Notice of Intent to Bid</td>
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<td>February 25, 2022</td>
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NYS WORKERS’ COMPENSATION BOARD
Banking Services
Revised March 11, 2022

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SECTION 1 – OVERVIEW

1.1 OBJECTIVE OF REQUEST FOR PROPOSAL

The New York State Workers’ Compensation Board (“WCB,” “Board” or “State”) is responsible for protecting the rights of employees and employers by ensuring the proper delivery of benefits and by promoting compliance with the law, including the provisions relating to Workers’ Compensation benefits (“WC”), Disability benefits (“DB”), Paid Family Leave (“PFL”) benefits, Volunteer Firefighters’ benefits, and Volunteer Ambulance Workers’ benefits.

Workers’ compensation benefits provide weekly indemnity payments, and the cost of full medical treatment including rehabilitation, for covered employees who become disabled as a result of a disease or injury connected with their employment. Benefits may also be paid to qualified dependents of workers who died as a result of their compensable injury or illness. Disability benefits are paid when covered employees become disabled as a result of a disease or injury that is not connected to their employment. Paid Family Leave benefits are paid when an employee is out of work due to the birth, adoption or fostering of a child, or to care for a family member with a serious health condition, or to provide care due to a qualifying exigency under the Family and Medical Leave Act when a family member is on active military duty or about to be deployed. Volunteer Firefighters’ and Volunteer Ambulance Workers’ law provide cash benefits and/or medical care for volunteer members who are injured or become ill in the line of duty.

This Request for Proposal (“RFP”), and the appendices and attachments referenced herein, provide specific service requirements and other pertinent information related to the engagement of a vendor to provide banking services to the WCB. The specifications for the engagement and the terms and conditions set forth in this RFP will be incorporated into any resulting Contract entered between WCB and the selected Bidder(s).

1.2 SUMMARY OF SCOPE OF SERVICES

The WCB, with the assistance of the New York State Department of Taxation, Division of Treasury (“Treasury”), is seeking proposals from experienced and qualified financial institutions, authorized to do business in New York State, to provide general banking services for the WCB as further detailed in this RFP. Any resulting Contract will be between the WCB and the selected Bidder. The selected Bidder will be required to cooperate with the Treasury and/or the New York State Statewide Financial System (“SFS”) on matters related to the performance of services under the resulting Contract.

The SFS, New York State’s enterprise resource planning system, facilitates the management and flow of information between and among State agencies, including control agencies (the Division of the Budget and the Office of the State Comptroller, Department of Audit and Control), the State Legislature, vendors doing business with the State, and the general public.

The WCB uses the SFS to compile, capture, and summarize WCB’s detailed accounting information. The selected Bidder will work with the SFS to integrate the WCB’s Checking Account and other information as outlined herein.
The selected Bidder will enter into an agreement with WCB for the purpose of providing the following services:

- General Account Services;
- Depository Services;
- Disbursement Services;
- Lockbox Services;
- Transition Plan and Execution; and
- Other Banking Services.

### TABLE 1.2.A:
Approximate Transaction Volumes for the WCB Checking Account

<table>
<thead>
<tr>
<th></th>
<th>4/1/19 – 3/31/20</th>
<th>4/1/20 – 3/31/21</th>
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<tr>
<td></td>
<td>Total: Transactions</td>
<td>Total: Amount</td>
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<tr>
<td><strong>PAID CHECKS (DISBURSEMENTS)</strong></td>
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<tr>
<td>Checks</td>
<td>6,358</td>
<td>$194,507,957</td>
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<td><strong>OUTGOING ACH (DISBURSEMENTS)</strong></td>
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<tr>
<td>Payments</td>
<td>7,150</td>
<td>$900,485,917</td>
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<tr>
<td><strong>INCOMING ACH (RECEIPTS)</strong></td>
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<tr>
<td>ACH</td>
<td>2,848</td>
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<td><strong>OUTGOING WIRES (FUND INVESTMENT ACCOUNT)</strong></td>
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<tr>
<td>Payments</td>
<td>46</td>
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<td><strong>INCOMING WIRES (PROCEEDS FROM INVESTMENT ACCOUNT)</strong></td>
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<tr>
<td>Payments</td>
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<td>$1,488,919,551</td>
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<td><strong>CHECK DEPOSITS (RECEIPTS)</strong></td>
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<tr>
<td>Remote Deposits</td>
<td>56,881</td>
<td>$1,318,140,652</td>
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<td>Non-Remote Deposits - Foreign</td>
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<td>$1,638.75</td>
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<td><strong>CREDIT CARD DEPOSITS (RECEIPTS)</strong></td>
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<tr>
<td>Credit Card Deposits</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td><strong>CHECK PROCESSING TRANSACTIONS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stop/Cancel Requests</td>
<td>837</td>
<td>$10,499,702</td>
</tr>
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</table>

1Transaction volumes provided are estimates only, which were based on information that was available at the time of drafting of this RFP. Neither WCB nor Treasury make any representations regarding transaction volumes during the term of any contract resulting from this RFP. Transaction volumes will fluctuate during the term of any contract resulting from this RFP and Contractor shall be responsible for performing all Services provided for in this RFP at the contracted-for rates, irrespective of transaction volume, for the duration of the contract term.
More specific details concerning the scope of services and service requirements can be found in Section 3 of this RFP, “Contractor and Service Requirements.”

1.3 ANTICIPATED CONTRACT TERM AND RENEWAL

The Contract term shall be for a period of six (6) years, with two (2) optional one (1) year extension periods. Said optional extensions shall be exercisable at the sole discretion of the WCB by giving notice to the Contractor in accordance with the Notice provisions of RFP section 6.17. The Contract, and any optional extension periods, shall take effect and commence upon approval of the Agreement by the New York State Office of the State Comptroller (“OSC” or “Comptroller”).

SECTION 2 - PROCUREMENT PROCESS

2.1 PROCUREMENT LOBBYING

Pursuant to State Finance Law §§ 139-j and 139-k, added pursuant to §§ 13 and 14, respectively, of Chapter 1 of the Laws of 2005, effective January 1, 2006, this RFP includes notification of the statutory restrictions on communications between the Board and the Bidder during the procurement process. A vendor is prohibited from making impermissible contacts during the “restricted period,” which extends from the posting of this solicitation in the NYS Contract Reporter through the final award and approval of the procurement Contract by the Board and, when applicable, approval by OSC and the Attorney General. Impermissible contacts are those communications which a reasonable person would infer are intended to influence the governmental procurement. The vendor is referred to State Finance Law § 139-j (3) for a description of those contacts which are permissible during the restricted period. As provided by statute, regulation and/or policy, Board employees will obtain certain information when contacted during the restricted period and make entries in the procurement record with respect to all contacts and other information related to the governmental procurement.

Pursuant to State Finance Law § 139-j (2)(a), the Board has designated a person or persons who may be contacted by vendors relative to this procurement. See Cover Page of this RFP.

As part of any proposal submitted in response to this RFP, the vendor shall affirm in writing that the vendor understands and agrees to comply with the statutes [State Finance Law §§ 139-j (3) and 139-k (6)(b)] and the Board’s procedures relating to permissible contacts during the procurement process. The vendor shall also disclose any prior findings of non-responsibility. The affirmation and disclosure forms, along with the vendor’s certification form, are included as part of ATTACHMENT C – Forms and Information. Any member, officer or employee of the Board who becomes aware that a vendor has violated the provisions of State Finance Law § 139-j (3) with regard to permissible contacts during the procurement process, shall immediately refer the matter to the Board’s General Counsel, who shall cause an investigation to be made. If there exists sufficient cause to believe that a violation has occurred, the vendor shall be given notice of the alleged violation and any ongoing investigation and an opportunity to be heard in response to the allegation prior to the imposition of sanctions set forth in State Finance Law § 139-j (10)(b).

State Finance Law § 139-j (7) requires that the Board make a determination of responsibility of the proposed Contractor. It is incumbent upon the vendor to disclose any prior determination of non-responsibility made within the previous four years by any governmental entity where such prior finding of non-responsibility was due to a violation of State Finance Law § 139-j or the intentional provision of
false or incomplete information to a governmental entity. See State Finance Law § 139-k (2) and (3). A disclosure form is included as part of ATTACHMENT C for that purpose. Failure to disclose prior findings of non-responsibility or to timely provide accurate and complete information shall be considered by the Board in its determination of the responsibility of the vendor.

In the event it is found that the vendor knowingly and willfully violated State Finance Law §§ 139-j (3) and 139-k (2), there will be a determination of non-responsibility. A finding of non-responsibility will result in no Contract award to the vendor unless the award to the vendor is necessary to protect public property, health or safety and the vendor is the only source who can provide the commodity, etc., within the necessary time frame. Determinations of non-responsibility are reported to the New York State Office of General Services. A prior determination of non-responsibility within the preceding four-year period will result in the ineligibility of the vendor to submit proposals or be awarded a Contract for four years from the date of the most recent determination of non-responsibility.

2.2 ADMINISTRATIVE REQUIREMENTS AND INFORMATION

2.2.1 Issuing Office

The Board’s Issuing Officer, and any applicable Alternate, for this procurement are listed as the Designated Contact and Alternate on the Cover Page of this RFP.

If a prospective Bidder does not receive a timely response from the Board’s Issuing Officer or Alternate, please contact the Board’s Office of General Counsel, by sending an email to: OfficeofGeneralCounsel@wcb.ny.gov

2.2.2 RFP Calendar

The RFP Calendar is listed below. The Board reserves the right, in its sole discretion, to modify any event, time, or date contained in the RFP Calendar. The Board will notify all prospective Bidders of any changes to the RFP Calendar.

<table>
<thead>
<tr>
<th>Event</th>
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<td>ASAP</td>
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<td></td>
</tr>
<tr>
<td>Estimated Contract Term Begins</td>
<td>Monday</td>
<td>August 8, 2022</td>
<td>12:00 a.m. EST</td>
</tr>
</tbody>
</table>
2.2.3 Notice of Intent to Bid

Filing of a Notice of Intent to Bid, ATTACHMENT A, is recommended for this Procurement. Bidders electing to submit a Notice of Intent to bid must submit this form to the Board’s Issuing Officer or Alternate at the mailing or email address listed on the Cover Page of this RFP, by the date specified in the RFP Calendar. Submission of a Notice of Intent to Bid does not obligate a vendor to submit a bid.

2.2.4 Submission of Written Questions

All inquiries concerning this RFP must be sent to the following email address: WCBCContracts@wcb.ny.gov.

The Board has provided an Inquiries Template Form, ATTACHMENT B, which provides the format/content vendors should use to submit questions. Inquiries submitted after the date and time set forth in the RFP Calendar may not be answered. Bidders are strongly encouraged to submit inquiries as early as possible.

Administrative issues pertaining to sending/receiving email through the designated mailbox may be reported at the telephone number identified on the Cover Page of this RFP.

Any questions related to this RFP or requests for clarification must be submitted via electronic mail to the Board’s Issuing Officer or Alternate listed on the Cover Page of the RFP by the date and time specified in the RFP Calendar. Neither phone nor fax inquiries will be accepted.

2.2.5 Accuracy of Proposal Contents

Bidders are responsible for the accuracy of the content contained in their proposals. All Bidders are cautioned to verify the content of their proposal before submitting it to the Board.

The Board will accept amendments and/or additions to a Bidder’s proposal from the Bidder if such request is made in writing and received by the Board prior to the Closing Date for Receipt of Proposals indicated in Section 2.2.2, RFP Calendar. The Board shall not accept amendments or additions to a proposal after the Closing Date for Receipt of Proposals unless such amendments or additions are received in response to a request from a Board.

The Board will only accept one proposal from each Bidder. Bidder’s proposal shall consist of the original proposal and any amendments and/or additions to Bidder’s proposal received prior to the Closing Date for Receipt of Proposals.

All Proposals submitted become the property of the Board. A Bidder’s request to withdraw a proposal after the Closing Date for Receipt of Proposals shall be considered at the sole discretion of the Board.

2.2.6 Firm Offer

Each Bidder must hold its offer firm and binding for a period of at least one-hundred and eighty (180) days from the Closing Date for Receipt of Proposals. In the event that a proposed Contract with the
successful Bidder is not approved by the Comptroller within the 180-day period, Bidders’ offers shall remain firm and binding beyond the 180-day period and until the proposed Contract is either approved or rejected by the Comptroller, unless the Bidder withdraws its proposal in writing.

2.2.7 Award Criteria

The Board will award a Contract based on Best Value. A Best Value award is one that optimizes quality, cost, and efficiency and typically applies to complex services and technology contracts. The Board will evaluate responsive and responsible Bidders’ Proposals for all requirements specified in this RFP, in accordance with the evaluation criteria set forth in Section 5, “Method of Evaluation.”

If Bidder’s solution includes subcontractors, the Board will consider the Bidder the Prime Contractor and the Bidder shall assume full responsibility for all aspects of the project. The Board reserves the right to approve (or disapprove) any or all subcontractors and the work performed by them as part of the Contract with the Prime Contractor.

2.2.8 Notification of Award and Opportunity for Debriefing

The tentative awardee(s) will be advised of selection by the Board through the issuance of a formal written correspondence indicating a proposed award. All Bidders will be notified, in writing, of the selection or rejection of their bids.

Pursuant to Section 163 (9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the proposal submitted by the Bidder was not selected for award. Requests for a debriefing must be made within fifteen (15) calendar days of notification by the Board that the proposal submitted by the Bidder was not selected for award. Requests should be submitted in writing to the Board’s Issuing Officer or Alternate, identified on the Cover Page of this RFP.

The purpose of the debriefing is to provide information to the Bidder about the scoring and evaluation of the requesting Bidder’s proposal. The Board will not provide a Bidder with information about another Bidder’s proposal.

Should the Board and a tentative awardee be unable to reach agreement as to the terms of the Contract within a reasonable time, as determined by the Board, the Board may withdraw the award and proceed to the next highest scoring Bidder.

2.2.9 Information from Workers’ Compensation Board to Vendors

The Board will provide all information, responses to questions, and communications concerning the solicitation in writing by electronic mail to all vendors who submitted the Notice of Intent to Bid, ATTACHMENT A. Such information will include, but may not be limited to, answers to Bidder inquiries; RFP clarifications and amendments; and clarification of process rules. The Board has dedicated a section of its website for the purpose of disseminating information relating to this procurement and vendors are encouraged to monitor this section. The website URL is provided on the Cover Page of this RFP.
2.2.10 Costs Incurred Prior to Contract Approval

The State of New York and the Board will not be held liable for any costs incurred by the Bidder for work performed in the preparation and production of a proposal or for any work performed prior to the formal execution of a Contract or approval by the Comptroller, if required.

2.2.11 Extraneous Terms

Proposals must conform to the terms set forth in this RFP. Material deviations may render the proposal non-responsive and may result in the rejection of the proposal. Therefore, extraneous terms and conditions are proposed solely at the Bidder’s risk.

Proposed additional, supplemental, “or equal” or alternative terms (“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 RFP. If the Bidder proposes to include extraneous terms in its official proposal, the Bidder must meet all of the following requirements:

1. Each proposed extraneous term shall be specifically enumerated in a separate section of the applicable submission (ex. Technical, Cost, etc.) using the template attached hereto as APPENDIX B - Extraneous Terms Form;
2. The “Extraneous Terms” section must be in writing prepared by the Bidder and shall not include any pre-printed literature or vendor forms;
3. The writing shall identify by part, section and title the particular RFP requirement (if any) affected by the extraneous term; and
4. The Bidder shall specify the proposed extraneous term, and the reasons, therefore.

Only those terms meeting the above requirements (1) through (4) 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, (1) through (4), shall 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 shall be deemed by the State to have been included by Bidder for informational or promotional purposes only.

Only extraneous terms accepted by the Board in writing shall be expressly incorporated into the Contract. Acceptance and/or processing of a proposal shall not constitute acceptance of extraneous terms. The Board will not entertain any exceptions to APPENDIX A - Standard Clauses for New York State Contracts.

2.2.12 General Reservation of Rights

In addition to any and all other rights set forth herein, the Board reserves the right to:
A. Reject any or all proposals received in response to the RFP;
B. Withdraw the RFP at any time, at the WCB’s sole discretion;
C. Make an award under the RFP in whole or in part;
D. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
E. Seek clarifications and revisions of proposals;
F. Use proposal information obtained through site visits, management interviews and the State’s investigation of a Bidder’s qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the WCB’s request for clarifying information in the course of evaluation and/or selection under the RFP;
G. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
H. Prior to the bid opening, direct Bidders to submit proposal modifications addressing subsequent RFP amendments;
I. Change any of the scheduled dates;
J. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders;
K. Waive any requirements that are not material;
L. Negotiate with the successful Bidder, within the scope of the RFP, in the best interest of the State;
M. Conduct Contract negotiations with the next responsible Bidder, should the agency be unsuccessful in negotiating with the selected Bidder;
N. Utilize any and all ideas submitted in the proposals received;
O. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder’s proposal and/or to determine a Bidder’s compliance with the requirements of the solicitation;
P. Waive minor irregularities and/or omissions in proposals if in the best interest of the State;
Q. In its sole discretion, reject illegible, incomplete, or vague proposals; and
R. Prior to award, request best and final offers (“BAFO”) on the whole proposal or on any one or combination of its component parts (e.g., price, technical qualifications, approach, and/or capability). If a BAFO is sought, a BAFO will be requested from all Bidders determined to be susceptible of being selected for contract award. The request shall be the same for all Bidders from whom a BAFO is requested.

2.2.13 Procurement Record

The Board will maintain a Procurement Record which documents all decisions regarding the procurement process, particularly the quantification of criteria used to determine an award based on Best Value; or where not quantifiable, the justification that demonstrates that Best Value will be achieved pursuant to State Finance Law § 163 (9)(g). The Procurement Record will be forwarded to Office of the New York State Comptroller (“OSC”) and, as applicable, to the New York State Office of Attorney General (“OAG”) in support of their respective evaluation activity.
2.2.14 Important Building Access Procedures for Visitors and Hand Deliveries

To access 328 State Street, Schenectady, all visitors must check in by presenting photo identification at the Security Desk and must comply with all Board security procedures. Bidders who intend to hand deliver bids should allow extra time to comply with these procedures. Please be advised that building access procedures may change or be modified at any time.

Bidders that plan to hand deliver their proposals should contact the Board’s Issuing Officer or Alternate designated on the Cover Page of this RFP 48 hours beforehand to arrange for delivery and receipt. Upon arrival at the Board, Bidders seeking to hand deliver bids should ask the Security Desk to contact the Board’s Issuing Officer or Alternate designated on the Cover Page of this RFP. Late and incomplete proposals will not be considered.

Please note that the information provided in this section also applies to Bidders who use independent courier services. Bidders assume all risks for timely, properly submitted hand deliveries, including deliveries made by independent courier services.

2.2.15 Certified Minority and Women-Owned Business Enterprises and Equal Employment Opportunities

New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations, the Workers’ Compensation Board is required to promote opportunities for the maximum feasible participation of New York State certified Minority and Women-Owned Business Enterprises (MWBE) and the employment of minority group members and women in the performance of WCB contracts.

Business Participation Opportunities for MWBEs

For purposes of this procurement the Board has determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, and suppliers to the Contractor.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of APPENDIX A – Standard Clauses for New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subcontractors awarded a subcontract 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 respondent, 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.
Considering the purpose of Executive Order 162, to collect data related to the equitable payment of New Yorkers deployed by state Contractors, certain classes of Contractors otherwise meeting the definition of a Contractor on a state contract will generally be exempted from the Quarterly Workforce Utilization reporting requirement. This includes any banking or financial institution engaged solely in processing financial transactions.

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

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

2.2.16 Service-Disabled Veteran-Owned Businesses

New York State Law

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (SDVOB), thereby further integrating such businesses into New York State’s economy. The Workers’ Compensation Board recognizes the need to promote the employment of Service-Disabled Veterans and to ensure that certified Service-Disabled Veteran-Owned businesses have opportunities for maximum feasible participation in the performance of WCB contracts.

Business Participation Opportunities for SDVOBs

For purposes of this procurement the Board has determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor.
SECTION 3 – CONTRACTOR AND SERVICE REQUIREMENTS

3.1 MINIMUM BIDDER ELIGIBILITY REQUIREMENTS

1. The Bidder must (1) be a state or federally chartered bank authorized to do business in New York State, and (2) must have a physical presence in New York State (ex. branch, administrative office, attorney’s office) on which process of service can be made or the New York State Secretary of State’s office must be an agent authorized to receive process of service on behalf of the Bidder. The selected Bidder must continue to meet this requirement throughout the term of the Contract;

2. The Bidder must have a financial strength rating of at least “C+” for the most recent quarter as published in the most current report of the Kroll Bond Rating Agency. This rating will be independently verified by WCB. Bidders are not required to subscribe to the Kroll service and a Kroll rating is not contingent upon any such subscription;

3. The Bidder and any relevant subcontractor must be a member of the National Automated Clearing House Association (NACHA) and, upon request, provide supporting documentation of membership. The Bidder and any relevant subcontractor must remain a member and agree to conform to all NACHA Operating Rules (“NACHA Rules”) throughout the term of the Contract;

4. The Bidder must be able to act as both an Originating Depository Financial Institution (“ODFI”) and a Receiving Depository Financial Institution (“RDFI”) able to both initiate and receive ACH entries;

5. The Bidder must have a minimum of three (3) years’ experience providing deposit, disbursement, and cash management services within the past five years;

6. Sections 105 and 106 of the New York State Finance Law (“SFL”) require financial institutions holding deposits of State monies to pledge collateral to the extent deemed appropriate by the State. The Bidder must agree to pledge securities or to obtain a surety bond by companies with the highest ratings issued by nationally recognized statistical rating organizations to secure the State’s interest in any depository account and any “pass-through” accounts to the extent deemed appropriate by the State. The State shall establish and periodically review and adjust, as necessary, the amounts held as collateral. Collateral must be held at the New York State fiscal agent. The State reserves the right to periodically verify the amount of collateral held; and

7. The Bidder must have on file, or be willing to file with OSC and Treasury, a “State of New York Undertaking for Bank Deposits and Assignment of Securities” form (attached hereto as “Appendix C”) before any accounts are established.

3.2 SERVICE REQUIREMENTS AND DESIRED SERVICE OPTIONS

This Section describes the banking services that are required to be provided by the selected Bidder and/or Subcontractor. Bidder must be able to provide all services throughout the Contract term. The Bidder will be responsible for providing any and all services detailed in its response to this RFP. If options are
provided to the WCB, the WCB will select the option(s) that best serves its needs, at the WCB’s sole discretion, and may choose an option that was proposed at any time during the term of the Contract. Each service requirement is described in the table below, including any desired service options and/or offerings. In the table below, the first column denotes the unique requirement ID number for that specific requirement; the second column describes the requirement to be met by the Contractor; and the third column denotes the priority, which is either Mandatory or Desired.

**Mandatory** – The Board deems these requirements to be necessary for satisfactory performance of the services described in this RFP. The Board will evaluate and score Bidder’s responses to select mandatory service requirements as part of the evaluation process as described in Section 4. If a requirement is identified as “Mandatory” the selected Bidder must meet the requirement during the term of the Contract. Failure to meet any of the Mandatory requirements during the term of the Contract may result in termination of the Contract. By submitting a proposal in response to this RFP, the Bidder warrants that it is capable of meeting, and will meet, all Mandatory requirements.

**Desired** – The Board deems these service options and/or offerings to be beneficial to the performance of the services described in this RFP. The Board will evaluate and score Bidder’s responses to each of the Desired requirements as part of the evaluation process, as described in Section 4. The Bidder’s ability to demonstrate how they will meet the Desired requirements will result in a higher score.

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<tr>
<th>ID #</th>
<th>Service Requirement or Service Option Description</th>
<th>Priority</th>
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<tbody>
<tr>
<td>1.</td>
<td>GENERAL</td>
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<tr>
<td>1.1</td>
<td>The Contractor shall provide Banking Services for accounts designated by the WCB, including general account services, depository services, disbursement services, lockbox services, cash management services, monitoring services, reporting, conversion services, transition services (as needed) and other related services. The Contractor shall provide all required services, as detailed in this RFP, upon commencement of the Contract.</td>
<td>Mandatory</td>
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<td>ID #</td>
<td>Service Requirement or Service Option Description</td>
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<td></td>
<td><strong>Account Structure</strong></td>
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<td>1.2</td>
<td>The Contractor shall establish bank accounts and sub-accounts, when required by the WCB, for controlled disbursements and the deposit of remittances. Some of these sub-accounts may be a Zero Balance Account (ZBA) linked to a main account. At implementation, the WCB's Checking Account will require one main account and one sub-account.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>1.3</td>
<td>The Contractor shall be responsible for automatically sweeping the balances in all accounts to a money market fund daily to maintain target balances. Contractor shall have some mechanism in place to allow the account to maintain the target balance on business days when the market is closed to eliminate the potential of extended overdrafts. In addition, the Contractor must have the ability to adjust the target balance based on WCB direction. Each business day, at a time prior to the cutoff time, the Contractor shall automatically assess the balances in the account and determine a net balance. If the net balance is positive, above the target balance, then all available cash above the target balance will be debited from the account and invested into an investment option (government money market fund). The WCB utilizes an automatic overnight DDA Sweep, with all collected funds in excess of a designated target balance swept into an investment fund at intra-day or end-of-day. If on business days the net balance is negative, below the target balance, the bank will redeem funds from the investment option for the amount to bring the net balance to the target balance. The sweep functionality must allow for the account to be overdrawn, up to an agreed-upon limit, on an intra-day basis for the sweep to resolve any overdraft prior to end-of-day. Contractor shall provide the investment options available as sweep vehicles which meet the following requirements: (1) comply with the provisions of the NYS Finance Law and be a permissible investment under the NYS Division of Taxation and Finance internal investment policy; and (2) shares or interest in government money market mutual funds that invest at least 99.5% of total assets in cash, U.S. Treasury bills, notes, repurchase agreements relating to direct treasury obligations, and other obligations issued or guaranteed as to principal and interest by the United States of America, whose objective is to maintain a constant share value of $1.00 per share and is rated in the highest short term rating category by at least one nationally recognized independent credit rating organization.</td>
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<td>1.4</td>
<td>The Contractor shall allow the WCB to designate account owners by account.</td>
<td>Mandatory</td>
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<td>1.5</td>
<td>The WCB prefers the ability to update signature cards without the need for all existing signatories to re-sign.</td>
<td>Desired</td>
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<td>ID #</td>
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<td></td>
<td><strong>Customer Service and Organization</strong></td>
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<td>1.6</td>
<td>The Contractor shall, at a minimum, provide customer service and technical support Monday through Friday between 8:00 a.m. and 5:00 p.m. EST, except for national holidays.</td>
<td>Mandatory</td>
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<td>1.7</td>
<td>The Contractor shall provide and maintain an organizational structure and level of staffing necessary to provide the Services in a manner that is satisfactory to the WCB.</td>
<td>Mandatory</td>
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<tr>
<td>1.8</td>
<td>The Contractor shall provide a primary point of contact who will be responsible for oversight of core banking services, resolution of issues, and management of the contractual relationship between the WCB and Contractor.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>1.9</td>
<td>The Contractor shall provide a senior management team that is familiar with, and has experience with industry best practices for, providing core banking services to governmental entities. Such senior management team must be available to meet periodically, as requested or as necessary, to address specific issues/concerns. The senior management team shall familiarize themselves with statutes applicable to these Services. In addition to the senior management team, Contractor shall make other subject matter experts available as needed.</td>
<td>Mandatory</td>
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<td></td>
<td><strong>Enhancements and Modifications</strong></td>
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<td>1.10</td>
<td>With regard to Enhancements and Modifications as discussed in Section 3.2.1, the Contractor shall:</td>
<td>Mandatory</td>
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<td>▪ Work with the WCB to implement enhancements or modifications offered by the Contractor or requested by the WCB;</td>
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<td>▪ Work with the WCB and other third parties, if necessary, to assist in the development and/or implementation of enhancements or modifications; and</td>
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<td>▪ Upon the request of WCB, develop and implement an enhancement or modification in a timely manner, subject to mutual agreement as to effort and cost.</td>
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<td><strong>DISBURSEMENTS</strong></td>
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<td>2.1</td>
<td>The Contractor shall, at minimum, allow the following types of disbursement modalities:</td>
<td>Mandatory</td>
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<tr>
<td></td>
<td>▪ Checks</td>
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<td>▪ ACHs</td>
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<td></td>
<td>▪ Wires</td>
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## ID # | Service Requirement or Service Option Description | Priority
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### Check Disbursements

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<th>ID #</th>
<th>Service Requirement or Service Option Description</th>
<th>Priority</th>
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<tr>
<td>2.2</td>
<td>The Contractor shall accept multiple outgoing Check Issuance Files for each account daily. Files received by Contractor by the cutoff time shall be processed on the day the file is received (regardless of check date), ensuring that next day presentments are not unmatched. The Contractor shall follow file layouts as agreed to during implementation. For current format used by the WCB, refer to: ATTACHMENT H – SFS Exhibit</td>
<td>Mandatory</td>
</tr>
<tr>
<td>2.3</td>
<td>Daily, and for each account, the Contractor shall provide the WCB with (1) files of presented checks, containing all checks presented for payment, and (2) files of paid checks, containing all checks that have been presented, matched, and approved for payment. Contractor shall notify the WCB of delivery of files. The WCB will integrate the files with WCB systems to update payment information with check status. Refer to ATTACHMENT H – SFS Exhibit The Contractor shall follow file layouts as agreed to during implementation. The WCB prefers file delivery no later than 6:00 a.m. EST Monday through Friday, except for national holidays.</td>
<td>Mandatory</td>
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<td>2.4</td>
<td>The Contractor shall provide the WCB with the total amounts and item count of presented checks by 10:00 a.m. EST Monday through Friday, except for national holidays. The WCB will not be responsible for any fees incurred as a result of an inaccurate estimate.</td>
<td>Mandatory</td>
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<tr>
<td>2.5</td>
<td>The Contractor shall provide the WCB with the ability to set up fraud protections by account for checks and electronic disbursements, including, but not limited to, Positive Pay and debit filters.</td>
<td>Mandatory</td>
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<td>2.6</td>
<td>The Contractor shall provide Positive Pay fraud protection set up by account and reviewed/decisioned through an online system. Options (e.g., payee verification, pay or no pay default, same-day or next day) must be able to be designated by account. The Contractor shall electronically notify the WCB of Positive Pay Exception items for each account. The WCB prefers to be notified Monday through Friday, except for national holidays, regardless of the existence of exceptions, and also when exceptions have not been decisioned and the decision deadline is approaching; these notifications should be provided to the WCB via email. The WCB prefers such notifications occur via email and by 10:00 a.m. EST on the first business day following presentment.</td>
<td>Mandatory</td>
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<td>ID #</td>
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<td>2.7</td>
<td>The WCB prefers the Contractor limit Positive Pay Exception items to items that cannot be reconciled by the Contractor even after manual intervention. Items that can be addressed by Contractor’s review of: (i) the image; (ii) previously paid or stopped information; or (iii) the issuance, must not be presented as Positive Pay Exception items to the WCB.</td>
<td>Desired</td>
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<td>2.8</td>
<td>The WCB prefers the Contractor automatically deny transactions that are clearly fraudulent or fake (e.g., handwritten checks, checks which reflect an issuer other than a New York State government entity, check numbers with the incorrect number of digits). The WCB does not want such transactions sent to WCB for decisioning through Positive Pay.</td>
<td>Desired</td>
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<tr>
<td>2.9</td>
<td>Images provided to the WCB through the Positive Pay functionality must be clear and legible. In the event an image is illegible, the WCB may request the Contractor obtain a clearer image from the bank of first deposit. The Contractor must enable the WCB to pay or deny the check once that updated/replacement image is received and reviewed.</td>
<td>Mandatory</td>
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<td></td>
<td>WCB prefers to have the ability to make this decision past the normal Positive Pay cutoff.</td>
<td>Desired</td>
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<td>2.10</td>
<td>Part of the population of WCB payees may prefer to cash rather than deposit their check or may not have a bank account in which to deposit. The WCB prefers the Contractor to be able to cash a WCB-issued check for no fee to the payee (e.g., cashing “on-us” checks, regardless of whether the payee has an account with the Contractor).</td>
<td>Desired</td>
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<tr>
<td>2.11</td>
<td>Contractor shall provide WCB with the ability to void, cancel, stop and delete (collectively, &quot;Stops&quot;) single or multiple items from the outstanding check issuance file both by online entry and file transmission.</td>
<td>Mandatory</td>
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<td>All Stops must stay in place until authorization to remove the Stop is received from the WCB.</td>
<td>Mandatory</td>
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<td>The Contractor shall provide an online means for the WCB to obtain reports and inquire on all Stops by account.</td>
<td>Mandatory</td>
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<td>The WCB prefers Stops be active within 30 minutes of the WCB’s request.</td>
<td>Desired</td>
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<td>In rare instances the WCB may need to remove a Stop and prefers to do so via an online system.</td>
<td>Desired</td>
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<td>The WCB prefers any reports be available in either Excel or .csv formats.</td>
<td>Desired</td>
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<td>When the WCB submits Stops by file transmission, the WCB prefers to receive information in return for each entry in the original request file transmitted relating to the success or failure of the Stop.</td>
<td>Desired</td>
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<td>ID #</td>
<td>Service Requirement or Service Option Description</td>
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| 2.12 | Upon request, Contractor shall provide an electronic list of outstanding, stopped and/or paid checks in Excel or .csv format.  
The WCB prefers the ability to access or download this information through the Contractor's online system.  
The WCB prefers the file to include account number, issue date, check number, amount, bank date (paid or stopped date) and status (stopped, paid or outstanding).                                                                                     | Mandatory  |
|      | 2.13 | Upon submission of a forgery affidavit by WCB, The Contractor shall complete an investigation and determine the validity of the forgery affidavit.  
When a forgery claim is validated, the Contractor shall:  
▪ Credit the WCB’s account after receipt of the money from the bank of first deposit; and  
▪ Notify the WCB of the credit and to which forgery claim it relates.  
When a forgery claim is denied, the Contractor shall provide the WCB an explanation of denial.  
If the WCB files a forgery claim on behalf of a claimant and the Contractor is unable to provide a photocopy/image of a paid check to support the forgery claim, the Contractor shall fully reimburse the WCB for the amount paid.                                                                 | Mandatory  |
|      | 2.14 | The Contractor shall pursue payment of a forged check with the Federal Deposit Insurance Corporation (FDIC) or Resolution Trust Corporation (RTC) if the cashing bank has become insolvent.                                                                                                                                                                                                                                                                                                                      | Mandatory  |
|      | 2.15 | The Contractor shall promptly notify and reimburse the WCB when they have received credit from a bank of first deposit for a payment that was misapplied.                                                                                                                                                                                                                                                                                                                     | Mandatory  |
|      | 2.16 | The Contractor shall provide online access to legible, high quality images of all checks (front and back), post endorsement. The WCB must be able to search by check number for both paid and unpaid checks.  
The WCB prefers to have additional access to the images by name, check amount, issuance date, paid date, and date ranges.                                                                                                                                                                                                                     | Mandatory  |
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| 2.17 | The Contractor shall provide Debit and Credit Memo Advices for bank adjustments such as encoding errors and returned items, with explanation of the adjustments. Additionally, the date and amount of the debit/credit must match the bank statement. The following information must be provided on Advices:  
  - Account Number;  
  - Debit/Credit Amount;  
  - Check Number Being Adjusted;  
  - Issue Amount of Check;  
  - Amount Charged for Check; and  
  - Amount of Adjustment. The WCB prefers electronic delivery (e.g., email), of Debit and Credit Memo Advices. The WCB prefers an image of the check also be included in the Advice. | Mandatory  
Mandatory  
Desired |
| 2.18 | The Contractor shall accept an outgoing ACH file in an acceptable format designated by the WCB and authorized by NACHA. The Contractor shall process the outgoing ACH file completely and accurately, reflecting the data transmitted in the file to the Contractor from the WCB. The Contractor shall assist in the translation of data items to meet the requirements of the authorized NACHA format. The Contractor shall ensure that outgoing ACH files received from the WCB by the daily cutoff time will be processed the next business day. The Contractor shall follow file layouts as agreed to during implementation. | Mandatory |
| 2.19 | ACH files, including the direct debit file from eBill pay, shall be confirmed and authorized for release by Treasury staff and processed by a secure, automated, and password-protected system. The Contractor shall provide a backup plan to release the daily files. The WCB prefers this authorization be done through the online portal, which shall not have a separate fee. | Mandatory  
Mandatory  
Desired |
<table>
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<tr>
<th>ID #</th>
<th>Service Requirement or Service Option Description</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.20</td>
<td>The Contractor shall hold and warehouse the ACH file until the pay date. Once authorization is received from Treasury, Contractor shall release the payments to the NACHA system.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>2.21</td>
<td>ACHs shall be transmitted so that funds are available for withdrawal by the customers at the opening of business on the dates specified on the ACH file. However, ACHs shall not be sent as same-day ACHs without prior approval from the WCB.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>2.22</td>
<td>The Contractor shall electronically acknowledge receipt of ACH files from the State.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>2.23</td>
<td>The Contractor shall provide the WCB with ACH credit rejection files that contain all data elements in the original file, with the addition of the reason for rejection (based on the most recent publication of the NACHA rules). This file must comply with the Notification of Change (NOC) and Rejection File Standards. Refer to ATTACHMENT H – SFS Exhibit</td>
<td>Mandatory</td>
</tr>
</tbody>
</table>
| 2.24 | The Contractor shall provide the WCB with a daily rejection file. This file shall include any monetary or non-monetary debit or credit origination submitted pursuant to NACHA Operating Rules. The Contractor shall follow file layouts as agreed to during implementation. The WCB prefers that the file include the following fields:  
  - Company ID;  
  - Name;  
  - Bank Routing Number;  
  - Bank Account Number;  
  - Bank Account Type;  
  - Credit Amount;  
  - Debit Amount;  
  - Return Type Description;  
  - Return Reason Description;  
  - Date Returned; and  
  - Check Payment Date. | Mandatory |
<p>| 2.25 | The Contractor shall allow authorized WCB staff to submit ACH deletes, either through a secure online portal or by electronic file submission, up to two (2) business days prior to ACH date.                                                      | Mandatory|
| 2.26 | The Contractor shall allow authorized WCB staff to submit ACH reversals either through a secure online portal or by electronic file submission from one (1) day prior to the check date and up to five (5) days after check date.                                           | Mandatory|</p>
<table>
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</thead>
<tbody>
<tr>
<td>2.27</td>
<td>The Contractor shall post ACH credit rejections to the issuing account. The WCB prefers such posting to be done within one (1) business day of receipt of the returned items.</td>
<td>Mandatory Desired</td>
</tr>
<tr>
<td>2.28</td>
<td>The Contractor shall provide an online system for the initiation and release of repetitive and non-repetitive Wire and ACH transfers. Payments may be manually entered or transmitted in a file. The Contractor shall accommodate online separation for the creation and release of the electronic transfers manually created by one WCB employee user and approved by another WCB employee user. For emergency backup, the Contractor must support transfers through telephone as an alternative method. Currently, the State uses the EDI 820 file format for wire transmissions.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>2.29</td>
<td>The Contractor shall work with the State to provide a means by which the State can be, and remain, compliant with all NACHA Rules and Guidelines, which includes a means by which State ACH entries will be systematically corrected/changed in response to any NOC received by the ODFI.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>2.30</td>
<td>The Contractor shall have the ability to accept wire files via SFS layout and process wires directly from online system.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>2.31</td>
<td>Each day, the Contractor shall inform the WCB, in an electronic format (preferably in Excel or .csv), of any credit or debit that was received for the ACH deletes, reversals, and returns submitted the previous day. The information shall be sortable and must include detail for ACH deletes, reversals, and returns and summary totals.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>2.32</td>
<td>The Contractor shall provide an on-demand, online ACH inquiry tool that provides the WCB with the ability to search by date ranges or Trace Number. The inquiry tool shall include the following fields:  - File ID;  - Company ID;  - Bank Routing Number;  - Bank Account Number;  - Bank Account Type;  - Return Status (Y/N);  - Reverse Status (Y/N);  - Post Date;  - Debit/Credit;  - Transaction Amount;  - Distribution Date; and  - Trace Number.</td>
<td>Mandatory</td>
</tr>
</tbody>
</table>

**Wire Disbursements**

<table>
<thead>
<tr>
<th>ID #</th>
<th>Service Requirement or Service Option Description</th>
<th>Priority</th>
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</thead>
<tbody>
<tr>
<td>2.30</td>
<td>The Contractor shall have the ability to accept wire files via SFS layout and process wires directly from online system.</td>
<td>Mandatory</td>
</tr>
</tbody>
</table>

**Reporting for Disbursements**

<table>
<thead>
<tr>
<th>ID #</th>
<th>Service Requirement or Service Option Description</th>
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</tr>
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<tbody>
<tr>
<td>2.31</td>
<td>Each day, the Contractor shall inform the WCB, in an electronic format (preferably in Excel or .csv), of any credit or debit that was received for the ACH deletes, reversals, and returns submitted the previous day. The information shall be sortable and must include detail for ACH deletes, reversals, and returns and summary totals.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>2.32</td>
<td>The Contractor shall provide an on-demand, online ACH inquiry tool that provides the WCB with the ability to search by date ranges or Trace Number. The inquiry tool shall include the following fields:  - File ID;  - Company ID;  - Bank Routing Number;  - Bank Account Number;  - Bank Account Type;  - Return Status (Y/N);  - Reverse Status (Y/N);  - Post Date;  - Debit/Credit;  - Transaction Amount;  - Distribution Date; and  - Trace Number.</td>
<td>Mandatory</td>
</tr>
</tbody>
</table>
The WCB prefers that the inquiry tool include the following fields:
- Distribution Bank;
- Distribution Contact;
- Distribution Telephone Number;
- SEC Code; and
- Distribution Time.

The Contractor shall provide the WCB with daily and monthly electronic Account Reconciliation Process (ARP) reports. ARP reports shall also be available on an on-demand basis.

Refer to ATTACHMENT H – SFS Exhibit

The WCB prefers ARP reports to be available in Excel or .csv formats. Report specifications will be determined during implementation.

### DEPOSITS

The Contractor shall accept the following types of deposits, including but not limited to:
- Checks – Foreign and Domestic, payable in U.S.;
- ACH Credits;
- Cash;
- Travelers Checks;
- Money Orders;
- Credit Cards;
- Lockbox; and
- Wires.

Note: Any additional fees for processing the above will not be transferred to the WCB or to the payer except for credit cards.

Domestic check deposits shall be immediately and fully credited to the WCB’s bank accounts and available for immediate withdrawal while waiting for funds to be received. Domestic check deposits shall not be debited from the WCB’s bank accounts while waiting for funds to be received.

The WCB prefers that foreign checks are credited to their bank accounts and available for withdrawal within three (3) business days.

Upon notification by the WCB, the Contractor shall reverse any unauthorized credits.

The WCB prefers this reversal to occur within three (3) business days of notification.

### Incoming ACHs

The Contractor shall provide the WCB with online readable Electronic Data Interchange (EDI) addenda records that are provided with the ACH credits.
<table>
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<tr>
<th>ID #</th>
<th>Service Requirement or Service Option Description</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.5</td>
<td>The Contractor shall provide Remote Check Deposit functionality to the WCB for same-day deposit with confirmation of remote deposit.</td>
<td>Mandatory</td>
</tr>
<tr>
<td></td>
<td>Upon implementation of the functionality, the Contractor shall furnish the WCB with up to three (3) remote deposit scanners, as requested by the WCB, at no additional cost. The scanners will be housed in a single location at the WCB’s office in Schenectady, NY.</td>
<td>Mandatory</td>
</tr>
<tr>
<td></td>
<td>The WCB prefers the ability to distinguish which scanner or user created each deposit.</td>
<td>Desired</td>
</tr>
<tr>
<td>3.6</td>
<td>The Contractor shall provide the WCB with the ability to cancel transactions prior to transmission of the remote deposit.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>3.7</td>
<td>The Contractor shall provide online summary and detail deposit reporting by bank account, including but not limited to: • Deposit Date; • Deposit Amount; • User ID; • Bank Account Number; • Unique Identification Number per transaction within a deposit; • Check Information – ABA, Account, Check Number, Dollar Amount; • Deposit Status; and • Transaction Counts.</td>
<td>Mandatory</td>
</tr>
<tr>
<td></td>
<td>Additionally, the online reporting shall include an export feature to Excel, .csv or PDF by specific deposit date or date range.</td>
<td></td>
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<tr>
<td>3.8</td>
<td>The WCB prefers the ability to identify the user making a remote deposit through an online bank report/statement, as well as the option for the user to enter information with each remote deposit to be displayed on the online bank reports/statements.</td>
<td>Desired</td>
</tr>
<tr>
<td>3.9</td>
<td>The remote deposit shall allow the user to enter information with each remote deposit that will then be transmitted back to the WCB on the BAI2 file with the remote deposit.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>Direct Debits – eBill Pay</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.10</td>
<td>The Contractor shall have the ability to receive and accept a direct debit ACH file, in the format generated by SFS, Monday through Friday, except for national holidays. Currently, the file type is a CCD file with no addenda. Refer to ATTACHMENT H – SFS Exhibit The WCB prefers this authorization be done through the online portal, which shall not have a separate fee.</td>
<td>Mandatory</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Desired</td>
</tr>
<tr>
<td>ID #</td>
<td>Service Requirement or Service Option Description</td>
<td>Priority</td>
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</tbody>
</table>
| 3.11 | Contractor shall provide WCB customers with the option to make credit card payments. Contractor shall accept all major credit card brands, including, but not limited to:  
• Visa; Mastercard;  
• American Express; and  
• Discover.                                                                                                                                                                                                         | Mandatory |
| 3.12 | The Contractor shall provide a URL for WCB customers to use for making credit card payments, which provides WCB customers with the flexibility to: (1) make a one-time payment to be processed immediately; (2) set up a one-time payment to be processed on a scheduled date; (3) set up recurring payments with a fixed amount on a fixed frequency; or (4) set up variable recurring payments where the amount and/or time of each payment can vary. | Mandatory |
| 3.13 | The Contractor shall provide a dedicated URL that brings customers to a WCB branded online portal with the WCB logo, color schemes, labels and banner graphics in both English and Spanish. This URL must allow customization to require certain data elements, including but not limited to Customer Number and Penalty ID.  
The Contractor shall provide the WCB with the ability to process refunds for overpayments.  
The Contractor shall provide the WCB with a daily and monthly record of payments so that the WCB can apply them to the customer’s account timely.  
It is preferred that such records of payments be provided in an excel format.                                                                                                                                              | Mandatory |
| 3.14 | The Contractor shall not charge a fee to WCB for their customers’ use of credit cards but may charge the customers a fee directly for such use.                                                                                                                                                         | Mandatory |
| 3.15 | The Contractor shall re-present a remittance that has been dishonored for insufficient funds following the initial notice of dishonorment. No entries should appear on the Bank Statement after initial dishonorment.  
If a dishonorment occurs after a second attempt to present the remittance, the Contractor shall not attempt to re-present the remittance again and the Contractor shall notify the WCB. After the second dishonorment, images (front and back) of the dishonored check shall be made available electronically, on the same business day the chargeback occurs, on the WCB’s account. Returned checks shall be charged against the account originally credited.  
For any reason of dishonorment other than insufficient funds, the Contractor shall inform the WCB of the returned item upon initial dishonorment and make the image (front and back) available electronically including the return reason. | Mandatory |
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td>3.15 cont.</td>
<td>The WCB prefers that re-presentment of remittances for insufficient funds does not occur on the same business day as the initial presentment.</td>
</tr>
<tr>
<td>3.16</td>
<td>The Contractor shall provide the WCB with online access to dishonorment information. Such information shall include, at a minimum, the check number, check amount, return reason, maker name, and date of original deposit. The WCB prefers this information to also include the Deposit ID of the original deposit and check image.</td>
</tr>
</tbody>
</table>

**Lockbox Services – General**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.17</td>
<td>The Contractor shall maintain a secure lockbox location and process mail received at such location Monday through Friday, except national holidays. Contractor shall process mail received within one (1) business day of receipt. It is preferred that the lockbox is located in New York State. It is preferred that the Contractor have an alternative lockbox location(s) in the event the primary location is unavailable.</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
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<th>Preferred</th>
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<tbody>
<tr>
<td>3.15 cont.</td>
<td>Desired</td>
</tr>
<tr>
<td>3.16</td>
<td>Mandatory, Desired</td>
</tr>
<tr>
<td>3.17</td>
<td>Mandatory, Desired</td>
</tr>
<tr>
<td>ID #</td>
<td>Service Requirement or Service Option Description</td>
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</tr>
<tr>
<td>3.18</td>
<td>The Contractor shall perform the following Lockbox functions: receipt, extraction, data capture, deposit of remittances, reporting, and transmission of images and data for the following areas:</td>
</tr>
<tr>
<td></td>
<td><strong>Areas</strong></td>
</tr>
<tr>
<td></td>
<td>- 151 Assessments – Remittance Forms – GA.2, GA.3, GA.4;</td>
</tr>
<tr>
<td></td>
<td>- 50-5 Assessments – Remittance Form – GA.5;</td>
</tr>
<tr>
<td></td>
<td>- Statements – Remittance Form – FM-600-ST;</td>
</tr>
<tr>
<td></td>
<td>- DB – Remittance Form – DB-511, DB-520;</td>
</tr>
<tr>
<td></td>
<td>- POC – Remittance Form – CHKPOC-WC;</td>
</tr>
<tr>
<td></td>
<td>- Judgment – Remittance Form – C-45.2;</td>
</tr>
<tr>
<td></td>
<td>- Checks with no paperwork – These would need to be deposited for the WCB to review and apply as necessary after the review – Include scan of envelope;</td>
</tr>
<tr>
<td></td>
<td>- Paperwork with no check – Send physical documents to WCB for review as well as an OCR-enabled pdf;</td>
</tr>
<tr>
<td></td>
<td>- Paperwork with a check must be available to WCB as an OCR-enabled pdf; and;</td>
</tr>
<tr>
<td></td>
<td>- Any other areas identified by the WCB during the term of the Contract.</td>
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<tr>
<td></td>
<td><strong>Data Capture – Must be provided in an Excel spreadsheet</strong></td>
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<tr>
<td></td>
<td>- Customer Name;</td>
</tr>
<tr>
<td></td>
<td>- Customer Number;</td>
</tr>
<tr>
<td></td>
<td>- Check Number;</td>
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<tr>
<td></td>
<td>- Amount;</td>
</tr>
<tr>
<td></td>
<td>- Penalty ID number;</td>
</tr>
<tr>
<td></td>
<td>- Item ID number; and</td>
</tr>
<tr>
<td></td>
<td>- Statement Number.</td>
</tr>
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<td></td>
<td>Sample Forms will be provided to the awardee for the various WCB areas.</td>
</tr>
<tr>
<td>3.19</td>
<td>The Contractor shall be responsible for all expenses associated with shipping and/or transporting any hard copy documentation to the WCB.</td>
</tr>
<tr>
<td>ID #</td>
<td>Service Requirement or Service Option Description</td>
</tr>
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<td>--------------------------------------------------</td>
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</tbody>
</table>
| 3.20 | The Contractor shall provide confirmation of non-remote deposits received and online summary and detail reports, which shall include, but are not limited to:  
  - Deposit Date;  
  - Bank Account Number;  
  - Item Count;  
  - Amount; and  
  - Deposit Discrepancies. | Mandatory |

**Lockbox – Extraction**

<table>
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<tr>
<th>ID #</th>
<th>Service Requirement or Service Option Description</th>
<th>Priority</th>
</tr>
</thead>
</table>
| 3.21 | The Contractor shall maintain Lockbox integrity (i.e., segregation) for each area through deposit/data capture.  
The Contractor shall process any document, regardless of the source or format, including, but not limited to, WCB supplied forms, photocopies, computer substitute documents, whether handwritten (pen or pencil) or computer printed, in accordance with deposit and processing standards.  
The Contractor shall properly execute Postal Service Return Receipt Requests.  
The Contractor shall provide a strategy for identifying and processing cash remittances. | Mandatory |

**Lockbox – In Dating, Assembly and Batching**

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<tr>
<th>ID #</th>
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<th>Priority</th>
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</table>
| 3.22 | The Contractor shall maintain the integrity of the received date of each document and remittance until that information can be added to the document record. The received date is defined as (1) the date the item is received in the lockbox; or (2) the date the item is hand delivered to the Contractor’s processing facility.  
In addition to the received date, the Contractor shall maintain the integrity of the postmark date from the envelope accompanying each document until that information can be added to the document record. If the postmark date is not present on the envelope or is not legible, the received date is to be used as the postmark date.  
The Contractor shall retain the envelope until processibility and bankability of the remittance, and processibility of the document have been verified, including determination of payment date based on postmark. When remittance has been verified, the envelope may be discarded. However, under certain circumstances, the Contractor shall retain envelopes. Examples of such instances would be if a check came without an address imprinted on it, but the envelope did. The Contractor shall retain the envelope when correspondence is the only item received and shall send the envelope and correspondence to the WCB address (to be provided upon implementation). The Contractor shall consider the document to be un-processable if the following conditions remain unresolved after Exception review:  
  - Remittance is payable to an unacceptable payee; or | Mandatory |
### 3.22 cont.

- Any other conditions identified by the WCB during the term of the Contract are met.

The Contractor shall redirect Non-State documents and misdirected mail to the sender or the US Postal Service, as appropriate. Items shall be redirected no later than one (1) business day after receipt.

The Contractor shall batch separately, prior to returning to the WCB, those unprocessable items which are intended for other Governmental Agencies. The Contractor shall maintain a control log of all transmittals of un-processable items forwarded to the WCB. The control log and transmittals forwarded shall be retained for a period of one (1) year.

### Lockbox – Exception Inquiry and Repair

**3.23**

The Contractor shall provide a solution whereby certain documents (e.g., un-processable documents and/or miscellaneous correspondence), to be determined by the WCB, will be held on-site, while the image (or some other electronic format) is made available for WCB inquiry resolution. The WCB will utilize the image to review and specify the required disposition or to provide guidance in resolving the issue (e.g., “back to WCB”, “process as follows ...”).

The Contractor shall provide a method for online exception repair by the Contractor or by the WCB. The WCB will work with the Contractor to identify certain business rules which can be utilized for online exception repair. The solution shall include both sort and search capabilities on numerous data elements, including, but not limited to:

- Area (defined in 3.14 above);
- Item Number;
- Customer Name;
- Customer Number; and
- Dollar Amount.

In addition, the solution shall include back and forth messaging via email and/or telephone call (between WCB and the Contractor), as appropriate. Items must be available for WCB inquiry by 7:00 a.m. EST the next business day following identification and exceptions.

### Lockbox – Special Handling Multiple Documents and/or Checks Within a Submission

**3.24**

The Contractor shall be able to associate multiple checks / remittances received with a single document into a single paid amount for that document.

The Contractor shall process multiple remittances received with a single payment document. In such instances:

- If there is a match of the sum of the remittances to the amount due on the document, continue processing.
- If the remittance amount on the document does not equal the sum of the remittances, notate the payment document with the actual remittance amount. If manually altered, the identifying information of the employee that altered the document must be included.

**Mandatory**
<table>
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<tbody>
<tr>
<td>3.25</td>
<td>The Contractor shall review correspondence attached to documents to determine content for subsequent processing. The Contractor shall either process the document as presented or process based on correspondence, including an image of the correspondence transmitted to the WCB. The Contractor shall provide a scan/index imaging approach for the capture of correspondence. The Contractor shall propose a control method to ensure that correspondence is correctly associated within its corresponding document. Images shall be indexed by customer identification number and/or tracking. Images shall be available to the WCB by noon the next business day following processing.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>3.26</td>
<td>The Contractor shall develop and implement an internal quality control mechanism which ensures that all items are accurately sorted and remittances, if applicable, are correctly associated to check stubs, statement remittance stubs, WCB document remittance stubs, and documents. The Contractor shall provide a method for re-association of separated checks*. If unable to re-associate, Contractor shall process the remittance without the document. *A separated check is defined as one which is found, at some point during processing, without the corresponding payment document with which it was originally received.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>3.27</td>
<td>The Contractor shall provide a method of batching documents within each category of each Area (defined in Requirement ID# 3.17) which will maximize throughput and minimize errors. A batch control record in an appropriate format (e.g., a batch control sheet for paper documents) shall be prepared and submitted to the WCB for approval of use. The Contractor shall assign and imprint/annotate a unique identifier, either numeric or alpha-numeric tracking number, to each processable document and all associated remittances. The Contractor shall provide a method for assigning tracking numbers and ensuring that numbers are not duplicated or skipped. The Contractor shall record and report to the WCB tracking numbers that are duplicated, voided, or skipped, or are not sequential. The Contractor shall ensure that the remittance and return payment documents within a submission remain together through tracking number assignment and that they may be associated at any other point during processing.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>ID #</td>
<td>Service Requirement or Service Option Description</td>
<td>Priority</td>
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<tr>
<td>------</td>
<td>--------------------------------------------------</td>
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</tr>
<tr>
<td></td>
<td><strong>Lockbox – Year End Processing</strong></td>
<td></td>
</tr>
<tr>
<td>3.28</td>
<td>The Contractor shall provide a process to ensure all remittances received through the cut-off of the last business day of the fiscal year are deposited and processed on the last business day of the fiscal year and transmitted to the State on the following business day. The Contractor shall cooperate with the WCB to establish and maintain a schedule for end of year fiscal reconciliation, including cut-off dates for Debit Memos, Credit Memos and Returned Checks.</td>
<td>Mandatory</td>
</tr>
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<td></td>
<td><strong>4. ONLINE ACCESS</strong></td>
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<tr>
<td>4.1</td>
<td>The Contractor shall provide secure access to an online application for both reporting and transaction processing purposes. This shall include current day and previous day detailed reporting for items such as transactions and balances.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>4.2</td>
<td>The Contractor shall allow designated WCB employees to assign online access to other WCB employees via an online system. Assigned access should go through at least one level of electronic approval at the WCB prior to being granted and should not require bank staff intervention to be granted. The WCB shall have the ability to independently run administrative reports through the online portal, in Excel or .csv, showing users and associated access.</td>
<td>Mandatory</td>
</tr>
</tbody>
</table>
| 4.3  | The Contractor shall provide secure online access to standard bank account information, including, but not limited to:  
- Daily and monthly bank statements; and  
- Entries for deposits and disbursements.  
Check status Access shall include:  
- Previous day transactions;  
- Real-time current day transactions; and  
- Transaction history. | Mandatory |
<p>| 4.4  | Access to all WCB transaction data shall be available online for at least three (3) years from the paid date. | Mandatory |
| 4.5  | WCB/Treasury prefers 99.99% uptime, 7:00 a.m. to 6:00 p.m. EST, Monday through Friday, except for national holidays. | Desired |
| 4.6  | Upon the WCB’s request, the Contractor shall work with the WCB to provide online ad-hoc reporting tools at no additional cost to the WCB. | Mandatory |</p>
<table>
<thead>
<tr>
<th>ID #</th>
<th>Service Requirement or Service Option Description</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td><strong>FILE TRANSMISSION</strong></td>
<td></td>
</tr>
</tbody>
</table>
| 5.1  | The Contractor shall provide detailed transaction/accounting data to SFS and receive detailed transaction/accounting data from SFS.  
Such data shall be provided and received in a format acceptable to SFS.  
Formats currently utilized by SFS are the BAI2 and other formats as attached in ATTACHMENT H – SFS Exhibit. | Mandatory  |
| 5.2  | Contractor shall provide the WCB with all previous day transactions in the BAI2 file format. The file shall be clean/scrubbed (e.g., a file that does not include duplicate items or bad checks).  
The WCB prefers that the file be provided by 12:30 a.m. EST. | Mandatory  |
| 5.3  | The Contractor shall support secure electronic data file exchange over the internet, to and from the WCB and/or WCB designee using secure protocols at least equivalent to the protocols listed below. The Contractor shall provide file transfer access to its server for the purpose of sending and retrieving files. The Contractor shall work with WCB to develop a schedule of file transfers to be retrieved so that the retrieval of files can be automated.  
- Currently, New York State uses the following secure file transfer protocols, which are listed by order of preference:  
  1. HTTPS (browser or compatible clients – pickup and drop off at State servers only, port 443);  
  2. SFTP (SSH/FTP) using minimum 2048-bit key based authentication (port 22); and  
  3. The State also supports the optional use of PGP “Pretty Good Privacy” or the open source equivalent GPG “Gnu Privacy Guard” with public encryption key exchange.  
Encryption algorithms shall comply with current FIPS 140.x guidelines. | Mandatory  |
| 5.4  | The Contractor shall provide additional encryption of files using file encryption software before they are SFTP transferred to the WCB and transferred by the WCB.  
The Contractor shall use WCB-approved encryption software and shall maintain the current version of such software and provide support for the software throughout the term of the Contract.  
The WCB uses PGP and GPG using RSA Keys at current levels. | Mandatory  |
<p>| 5.5  | Contractor shall ensure that transaction data is backed up, journaled, and able to be retransmitted to ensure the completion of each transaction and its auditability. | Mandatory  |
| 5.6  | The Contractor shall provide a to-be-agreed-upon unique identifier in the previous day bank statements (BAI2 format) under 16 (Transaction Detail) field 6 (Customer Reference Number). | Mandatory  |</p>
<table>
<thead>
<tr>
<th>ID #</th>
<th>Service Requirement or Service Option Description</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>TESTING</td>
<td></td>
</tr>
<tr>
<td>6.1</td>
<td>During implementation, and throughout the term of the Contract, Contractor shall conduct and/or participate in any testing necessary, including as requested by the WCB, to successfully deliver and perform the Services. Such testing may include full system testing or testing of individual processes. The Contractor shall perform such testing within agreed-upon timeframes.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>6.2</td>
<td>To the extent possible, Contractor shall provide the WCB with a minimum of sixty (60) days’ notice of a system change or upgrade that is likely to affect the performance and/or delivery of Services and/or business processes related to the Services. Contractor shall provide the WCB with notice of any planned maintenance or unplanned outages or maintenance as soon as practicable. Notice of planned maintenance shall be given as far in advance as possible.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>6.3</td>
<td>Contractor shall notify the WCB of any changes made, such as a new platform development, system upgrades, or substantial software changes, that will or may impact the delivery and/or the WCB’s access to or receipt of the Services. Contractor shall provide necessary training to WCB staff in support of such changes, or as reasonably requested by the WCB.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>7.</td>
<td>IMPLEMENTATION</td>
<td></td>
</tr>
<tr>
<td>7.1</td>
<td>The Contractor shall provide all implementation services needed to move the WCB’s banking services and related accounts to the Contractor.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>7.2</td>
<td>Contractor shall work with the WCB and SFS to develop an implementation plan that will support the required development and customization activities applicable to WCB processes.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>8.</td>
<td>SECURITY</td>
<td></td>
</tr>
<tr>
<td>8.1</td>
<td>The WCB has a strong preference for all of Contractor’s data storage, access, and processing locations (each a “Facility”) to be located within the Contiguous United States (“CONUS”).</td>
<td>Desired</td>
</tr>
</tbody>
</table>

Note to All Bidders: WCB expressly reserves the right to decline to make a final award to any conditionally selected Bidder that WCB concludes, in its discretion, is unable to demonstrate that its security measures, processes, standards, and/or policies sufficiently align with the security standards set forth herein. WCB’s determination will be based on Bidder’s written responses regarding the Requirements as set forth in this RFP and any corresponding documentation that is shared with WCB, as contemplated herein. WCB may, in its discretion and for security considerations, elect to grant the award to the next-highest scoring Bidder. WCB may simultaneously engage in discussions with multiple Bidders regarding their security practices.
<table>
<thead>
<tr>
<th>ID #</th>
<th>Service Requirement or Service Option Description</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.2</td>
<td>When records maintained by the Contractor on behalf of the WCB in connection with these Services become obsolete (as determined by the WCB or consistent with any regulatory retention requirements), such records shall be destroyed in such a manner that they cannot be recreated, and the security of the data will be maintained. Prior to destruction of records, the Contractor shall request permission from the WCB, in writing, to destroy such records. Subsequent to the destruction of the records, and subject to any remaining legal obligations of Contractor regarding the retention of documents and records, an officer or principal of the Contractor shall certify to the WCB, in writing and under penalty of perjury, that such destruction has been completed in accordance with the Office of Information Technology Services Policy for Sanitization/Secure Disposal in NYS-S13-003 found here: <a href="https://its.ny.gov/sites/default/files/documents/nys-s13-003_sanitization_secure_disposal_standard.pdf">https://its.ny.gov/sites/default/files/documents/nys-s13-003_sanitization_secure_disposal_standard.pdf</a></td>
<td>Mandatory</td>
</tr>
</tbody>
</table>

**Other Security Considerations**

<table>
<thead>
<tr>
<th>ID #</th>
<th>Service Requirement or Service Option Description</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.3</td>
<td>Contractor shall (1) comply with the New York State Department of Financial Services (“DFS”) Banking Regulations, including, but not limited to 23 NYCRR 500, “Cybersecurity Requirements for Financial Services Companies,” (as may be updated and amended from time to time); or (2) identify any substantially equivalent standards with which Contractor complies.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>8.4</td>
<td>The Contractor shall restrict and monitor access to confidential WCB data. The Contractor shall (1) utilize generally accepted security principles and practices to minimize the risks of unauthorized access to or disclosure of Confidential Information associated with physical and logical access of its systems, including adherence to FFIEC IT Examination Handbook Security Guidance Section II.C.8 (Physical Security), and II.C.2 (Technology Design); or (2) utilize and adhere to substantially equivalent standards identified by Contractor.</td>
<td>Mandatory</td>
</tr>
</tbody>
</table>
| 8.5  | The Contractor shall adhere to generally accepted security principles and practices in developing its security information technology standards, which shall include, at a minimum, generally accepted system security principles to ensure that Contractor’s system and applications used by Contractor and/or the WCB in connection with the Services are secure from vulnerabilities and defects. Satisfaction of the foregoing requires Contractor to follow a recognized security framework, which may include the following (or other comparable standards):  
    - https://www.iso.org/isoiec-27001-information-security.html  
  - National Institute of Standards and Technology  
    - https://www.nist.gov | Mandatory |
### 8.5 cont.
- Information Systems Security Association International
  - [https://www.issa.org/](https://www.issa.org/)
  - FFIEC IT Examination Handbook – Information Security

### 8.6
The WCB acknowledges that some information regarding the security protections implemented by the Contractor is protected as confidential by federal statute. To the extent possible, upon conditional award, but prior to Contract execution, the selected Contractor shall provide the WCB with documentation that substantiates its operational controls that focus on one or more control domains including security, availability, confidentiality, processing integrity, and privacy. Such documentation will cover the design and effectiveness of the controls as they relate to the Services provided to the WCB.

The WCB will, if requested by selected Contractor, execute an WCB-approved Non-Disclosure Agreement (NDA) to examine such documentation.

Should the selected Contractor be unable to produce sufficient proof of operational security controls prior to Contract execution, this may be grounds for withdrawing the conditional award.

### 8.7
The Contractor’s, and any subcontractor’s, network security system shall include intrusion detection and regular (at minimum annually) vulnerability assessments (1) in compliance with the mitigation section of FFIEC IT Examination Handbook Security Guidance; or (2) in compliance with substantially equivalent standards identified by Contractor.

The Contractor and any subcontractors may be required to certify that such assessments have been completed and that deficiencies, if any, have been addressed.

### 8.8
The Contractor shall ensure that in the performance of the Services, the Contractor, any subcontractor, and any staff who may receive or have access to Confidential Information, (1) will be in compliance with FFIEC IT Examination Handbook Security Guidance Section II.C.7(b); or (2) will be in compliance with substantially equivalent standards identified by Contractor.

The Contractor shall ensure that in the performance of the Services, the Contractor, any subcontractor, and any staff who may receive or have access to Confidential Information:

- Will take all appropriate action to protect the confidentiality and integrity of all Confidential Information supplied to it or developed by it during the performance of the Services;
- Are required to abide by applicable State confidentiality policies and procedures; and
- Are prohibited from copying, removing, communicating, or otherwise revealing any Confidential Information of the State.

### 8.9
The Contractor shall (1) use generally accepted principles and practices for its system operations, change control, capacity planning, performance management, problem management, backup (including off-site storage), business continuity, disaster recovery, incident response, and continuity of operations in compliance with the FFIEC IT Examination Handbook Security Guidance Sections II.C.3 Risk
Mitigation – Control Types; III.D Security Operations – Incident Response; and IV Information Security Program Effectiveness; or (2) utilize and comply with substantially equivalent standards identified by Contractor.

If a system’s environment is shared, the Contractor must follow auditable procedures which ensure the security and confidentiality of State programs and data.
<table>
<thead>
<tr>
<th>ID #</th>
<th>Service Requirement or Service Option Description</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.</td>
<td>PERFORMANCE MONITORING, AUDITS AND REVIEWS</td>
<td></td>
</tr>
<tr>
<td>9.1</td>
<td>The Contractor shall maintain and provide access to transactional information (i.e., books, records, documents, accounts, and other evidence directly pertinent to performance under the Contract) for the balance of the calendar year in which such was made/created and for six (6) additional years thereafter. However, if federal, state or local government requirements conflict and require earlier destruction, the Contractor shall provide the State written notice of the impending destruction as soon as practicable.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>9.2</td>
<td>The Contractor shall maintain an audit trail for approved transactions in a secure web-based environment. The Contractor shall provide documentation and support for State internal and external audits, examinations, and regulatory reviews.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>10.</td>
<td>BUSINESS CONTINUITY</td>
<td></td>
</tr>
<tr>
<td>10.1</td>
<td>The Contractor shall provide business continuity, disaster recovery, incident response, and continuity of operations services to ensure service disruptions are minimized with no negative impact on the Services.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>10.2</td>
<td>Upon conditional award, but prior to Contract execution, the selected Bidder shall provide a summary or overview of its business continuity, disaster recovery, and continuity of operations plan (“Disaster Recovery Plan”) to the WCB as it pertains to the Services. The summary or overview of the selected Bidder’s Disaster Recovery Plan should address the continuation of Services in the event of a short-term business interruption and/or long-term loss of performance capability. If requested by the selected Bidder, the WCB will execute a WCB-approved Non-Disclosure Agreement (NDA) prior to receiving such summary or overview of the selected Bidder’s Disaster Recovery Plan. Should the selected Bidder be unable to produce the summary or overview of the Disaster Recovery Plan prior to Contract execution, this may be grounds for withdrawing the conditional award.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>10.3</td>
<td>Contractor shall, at a minimum, test its Disaster Recovery Plan annually and certify to the State’s satisfaction that its Disaster Recovery Plan is and continues to be effective. WCB desires that upon Contract execution, Contractor be able to verify that Contractor has successfully tested its Disaster Recovery Plan within 12 months prior to Contract execution.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>ID #</td>
<td>Service Requirement or Service Option Description</td>
<td>Priority</td>
</tr>
<tr>
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</tr>
<tr>
<td>11.</td>
<td><strong>END-OF-CONTRACT TRANSITION PLAN</strong></td>
<td>Mandatory</td>
</tr>
</tbody>
</table>
| 11.1 | Upon notification of WCB’s intent to terminate the Contract or any portion thereof, or at least one (1) year prior to the end date of the Contract, the Contractor shall work with the State to develop and implement a detailed transition plan to transition to a successor bank/Contractor. The State will prescribe the disengagement process to be followed during the transition phase of the Services. Except to the extent required by law or regulation, this will include, but not be limited to:  
  - Return of paper records, including, but not limited to, work papers, photocopies, computer printouts, and transcripts, or destruction by shredding or disintegrating to the extent practicable;  
  - Inactivation of all the State's accounts on the Contractor’s system;  
  - Transfer of all State data from the Contractor’s system to the State, or successor bank/Contractor;  
  - To the extent practicable, removal of State data from the Contractor’s system. Storage devices such as hard disk drives, thumb drives, and other magnetic media such as tapes, diskettes, or CDs/DVDs must be physically destroyed or securely overwritten to prevent unauthorized disclosure of State data.  
  
Data destruction pursuant to this requirement shall be in compliance with the Office of Information Technology Services Policy for Sanitization/Secure Disposal in NYS-S13-003 found here:  
Or to the extent consistent with any regulatory retention requirements that apply to the Contractor.  

The Contractor shall provide to the State a certification confirming the media sanitization or disposal and maintain a record of the destruction for a period of one (1) year from the date of destruction. This certification shall contain:  
  - The date and time of the sanitization or disposal;  
  - A description of the data;  
  - A description of the media;  
  - The method of sanitization or disposal (clear/purge/physical destruction);  
  - Selected Contractor’s name;  
  - Selected Contractor’s contact name for information regarding the sanitization or disposal activity; and  
  - The name and title of the officer, such as the company CIO, ISO, or Privacy Officer, responsible for sanitization or disposal of media. This officer must sign and send the certification via US Mail or email to a State-designated contact.  

This certification shall affirm the Contractor has complied with the terms and conditions prescribed by the State.  

END OF TABLE
3.2.1 Enhancements and Modifications; Change Requests

Due to the rapid pace of change and innovation in banking and financial services, it can reasonably be anticipated that during the term of any Contract awarded as a result of this RFP, the Services described may require enhancement or modification. Therefore, at any time during the term of the Contract, the Contractor may suggest, or the WCB may request that the Contractor provide, certain enhancements or modifications. The WCB, however, is under no obligation to accept Contractor’s suggestions regarding enhancements or modifications or to request modifications or enhancements. The WCB reserves its rights to: 1) develop and/or implement enhancements or modifications internally; and/or 2) obtain a third party to perform such work. The Contractor shall work with the WCB and any other party to assist in the development and/or implementation of enhancements or modifications and shall timely develop and implement an enhancement or modification as directed by the WCB.

Change Requests may be used for enhancements or modifications that had neither (i) been included in the Deliverables identified in this RFP, nor (ii) been included in the Proposal, but which pertains to the scope of this RFP. The scope and cost of the development and implementation of enhancements and modifications, and any other associated terms and conditions, shall be negotiated by the WCB and the Contractor and shall be incorporated into a Change Request prior to commencement of work by Contractor. Change Requests will be limited to 10% of the not-to-exceed amount of the Contract. Work on any proposed change request must not commence until any such change request is approved by the WCB. WCB’s approval will be based on a review of the scope of work, the required number of hours for the task, the titles of staff performing such tasks, and the rates for such tasks. In addition, any Change Request over $50,000 requires prior approval by OSC.

3.2.2 Contractor and Staff Experience

The Contractor shall possess the experience and skills necessary to satisfactorily fulfill all of the Service requirements of this RFP in accordance with the terms and conditions set forth herein. The Contractor shall provide the quality and quantity of staff necessary to satisfactorily perform the services described in this RFP and to produce all required deliverables; Contractor staff shall possess any necessary and/or required skills and experience.

SECTION 4 – RESPONSE REQUIREMENTS

4.1 GENERAL PROCEDURES

To facilitate the evaluation process and ensure fairness to each Bidder, this section defines a standard format and prescribed content for required responses to this RFP. Each proposal must comply with the following response requirements. Proposals that fail to meet these requirements may be deemed non-responsive and the Bidder will be removed from further consideration:

1. Bidder must deliver its proposal to the WCB Issuing Office no later than 4:00 p.m. EST on the Closing Date for Receipt of Proposals, specified in Section 2.2.2, “RFP Calendar.” If Bidder chooses to mail its proposal, Bidder should allow sufficient mail delivery time to ensure timely receipt of its proposals. WCB will not accept faxed proposals;

2. Bidder must submit ATTACHMENT I, “Bidder’s Certified Statements,” as specified in Section 4.2 of this RFP;
3. Bidder must submit a separate Administrative Volume as specified in Section 4.3 of this RFP;
4. Bidder must submit a separate Technical Volume as specified in Section 4.4 of this RFP;
5. Bidder must submit a separate Cost Volume as specified in Section 4.5 of this RFP; and
6. Bidder must submit their proposal either:

1) On a USB thumb drive containing the Cover Letter, Administrative Volume, Technical Volume, and Cost Volume files in an envelope labeled with the Bidder’s name and “NYS Workers’ Compensation Board, Banking Services RFP, C140405”; or

2) Via an electronic copy of the Cover Letter, Administrative Volume, Technical Volume, and Cost Volume files via email to WCBContracts@wcb.ny.gov; the subject line must be titled “NYS Workers’ Compensation Board, Banking Services RFP, C140405.”

The Cover Letter, Administrative Volume and Technical Volume must be submitted in PDF format. The Cost Volume must be submitted in the Excel format of Attachment K.

By submitting a proposal, Bidder is affirming the following:

- Bidder’s acceptance of the procedures, evaluation criteria and other administrative instructions set forth in this RFP;
- Bidder’s organization will comply with all requirements and meets all qualifications set forth in this RFP; and
- Bidder’s organization is capable of performing the required services in a manner consistent with the terms of this RFP.

4.2 BIDDER’S CERTIFIED STATEMENTS

The Bidder must submit a pdf of ATTACHMENT I, “Bidder’s Certified Statements,” on the thumb drive, as referenced in Section 4.1, “General Procedures.”

Submit ATTACHMENT I, “Bidder’s Certified Statements,” which includes information regarding the Bidder. ATTACHMENT I must be signed by an individual authorized to bind the Bidder contractually. Indicate the title or position that the signer holds with the Bidder. The State reserves the right to reject a proposal that contains an incomplete or unsigned ATTACHMENT I. Failure to include ATTACHMENT I may result in Bidder’s proposal being considered non-responsive.

4.2.2 Trade Secrets

Proposals and supporting material submitted to WCB in response to this RFP are subject to the Freedom of Information Law (Public Officers Law [POL], Article 6; hereinafter “FOIL”). Pursuant to POL § 87(2)(d) of FOIL, records or portions thereof that “are trade secrets or are submitted to an agency by a commercial enterprise or derived from information from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise” may be exempt from disclosure. In addition, pursuant to POL § 87(2)(i), records or portions thereof that “if disclosed would jeopardize the capacity of an agency or an entity that has shared information with an agency to guarantee
the security of its information technology assets, such assets encompassing both electronic information systems and infrastructures” may be exempt from disclosure.

A Bidder must identify any information that it reasonably believes falls under the exemptions set forth in POL § 87 (2)(d) (the “trade secrets” exemption) and/or POL § 87 (2)(i) (the “critical infrastructure” exemption) in an attachment to the Bidder’s Certified Statement. Specifically, the Bidder must specify by page number, line or other appropriate designation, that information which is alleged to fall under these two FOIL exemptions. The Bidder must provide an explanation of (i) why the disclosure of the identified information would cause substantial injury to the competitive position of the Bidder under POL § 87 (2)(d), and/or (ii) why the information constitutes critical infrastructure information that should be exempted from disclosure under POL § 87 (2)(i). Where such claimed material is embedded in the Proposal, it shall be the responsibility of the Bidder, at its sole cost and expense, to submit redacted versions of the proposal within ten (10) days of a request by the WCB.

Acceptance of the identified information by WCB does not constitute a determination that the information is exempt from disclosure under FOIL. A determination as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by the WCB.

4.3 ADMINISTRATIVE VOLUME - VOLUME I

The Bidder must submit a pdf of Volume I, on the thumb drive, as referenced in Section 4.1, “General Procedures.” This volume must contain complete and thorough responses to the requests for information set forth below, in Section 4.3.2, “Required Materials.”

4.3.1 Format

Volume I must comply with the following requirements:

1. The Volume I pdf must be named “Administrative Volume - Volume I”;
2. Volume I must include a Title Page identifying the RFP for which the proposal is being submitted, and the name, location, and contact person(s) for the Bidder firm;
3. Volume I must include a Table of Contents that reflects the areas identified within Volume I. The Table of Contents should identify each major section of the Bidder’s proposal along with its initial page number; and
4. Volume I content, including any supporting illustrations and photographs, must be printable on standard 8.5x11-inch white paper and be reproducible in black and white without obscuring any distinctive information.

4.3.2 Required Materials

Volume I must include a pdf of the following required materials, completed by the individual(s) who signed the Cover Letter and are authorized to contractually bind the Bidder:

1. Affirmation of Understanding of and Agreement pursuant to State Finance Law § 139-j (3) and § 139-j (6)(b) (Included in ATTACHMENT C);
2. Bidder’s Certification of Compliance with State Finance Law § 139-k (5) (Included in ATTACHMENT C);
3. Bidder Disclosure of Prior Non-Responsibility Determinations (Included in ATTACHMENT C);
4. EO 177 Certification (ATTACHMENT F); and
5. Affirmation of Understanding and Agreement with Sexual Harassment Prevention Policy and Training (ATTACHMENT G).

4.4 TECHNICAL VOLUME - VOLUME II

The Bidder must submit a pdf of Volume II on the thumb drive, as referenced in Section 4.1, “General Procedures.” This volume must contain complete and thorough responses to the requests for information set forth below, in Section 4.4.2, “Service Requirements Responses.”

4.4.1 Format

Volume II must comply with the following requirements:

1. The Volume II pdf must be named “Technical Volume - Volume II”;
2. Volume II must include a Title Page identifying the RFP for which the proposal is being submitted, and the name, location, and contact person(s) for the Bidder firm;
3. Volume II must include completed ATTACHMENT J, “Service Requirements and Options Response Table”;
4. Volume II must clearly identify any attachments or other documents with the Bidder’s name and the words “NYS Workers’ Compensation Board, Banking Services RFP, C140405 – Technical Volume - Volume II”; and
5. Volume II contents, including any supporting illustrations and photographs, must be printable on standard 8.5x11-inch white paper and be reproducible in black and white without obscuring any distinctive information.

4.4.2 Required Responses

Volume II must include responses to each of the following requests for information, which correspond with the requirements set forth in Section 3.2, “Service Requirements and Desired Service Options,” of this RFP.

<p>| TABLE 4.4.2.1 SERVICE REQUIREMENTS AND SERVICE OPTIONS REQUIRED RESPONSES |</p>
<table>
<thead>
<tr>
<th>ID #</th>
<th>Service Requirement and/or Service Option Scorable Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>GENERAL</td>
</tr>
<tr>
<td>Account Structure</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>With reference to ID # 1.3 of Table 3.2.1, “Service Requirements and Service Options”</td>
</tr>
<tr>
<td></td>
<td>A. Describe the bank’s ability to provide the described structure.</td>
</tr>
</tbody>
</table>
B. Indicate how often sweep activity will be reported, if at all (ex. daily, weekly, monthly, etc.).  
C. Describe how interest from the sweep will be reported (at the account level or otherwise).  
D. List available fund options for a sweep function and a link to the summary prospectus of each. Include the full name and the Committee on Uniform Securities Identification Procedures (CUSIP) number of funds available. Balances and cut-off times should be provided as well as any requirements of the fund.

**Response:**

<table>
<thead>
<tr>
<th>1.5</th>
<th>With reference to ID # 1.5 of Table 3.2.1, “Service Requirements and Service Options”</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Describe under what circumstance, if any, an existing signatory would have to re-sign to add or remove a signatory.</td>
</tr>
</tbody>
</table>

**Customer Service and Organization**

<table>
<thead>
<tr>
<th>1.6</th>
<th>With reference to ID # 1.6 of Table 3.2.1, “Service Requirements and Service Options”</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Outline the customer service and technical support options available (e.g., help desk, online chat, human representative vs. automated system, etc.).</td>
</tr>
<tr>
<td>B.</td>
<td>Indicate the hours of operation for Bidder’s customer service and technical support services.</td>
</tr>
<tr>
<td>C.</td>
<td>Describe Bidder’s process for responding to, and escalating, customer service requests.</td>
</tr>
<tr>
<td>D.</td>
<td>Outline how service requests are logged and updated from creation to resolution.</td>
</tr>
</tbody>
</table>

**Response:**

<table>
<thead>
<tr>
<th>1.8</th>
<th>With reference to ID # 1.8 of Table 3.2.1, “Service Requirements and Service Options”</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Provide a professional biography, in narrative format, for the proposed point of contact, detailing relevant experience.</td>
</tr>
</tbody>
</table>

**Response:** ATTACH AS SEPARATE DOCUMENT

<table>
<thead>
<tr>
<th>1.9</th>
<th>With reference to ID # 1.9 of Table 3.2.1, “Service Requirements and Service Options”</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Provide, in narrative format, details regarding the Bidder’s senior management team’s experience with providing core banking services and related customer services to government entities.</td>
</tr>
</tbody>
</table>

**Response:** ATTACH AS SEPARATE DOCUMENT

<table>
<thead>
<tr>
<th>2.</th>
<th>DISBURSEMENTS</th>
</tr>
</thead>
</table>

Check Disbursements
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| 2.2 | With reference to ID #2.2 of Table 3.2.1, “Service Requirements and Service Options”  
A. Indicate the standard cutoff time for issuance file receipt to ensure next day presentments are not unmatched.  
B. Describe how future dated and back dated checks would impact the processing of an issuance file and associated reporting.  
Response: |
| 2.3 | With reference to ID #2.3 of Table 3.2.1, “Service Requirements and Service Options”  
Describe the timing of file delivery.  
Response: |
| 2.4 | With reference to ID #2.4 of Table 3.2.1, “Service Requirements and Service Options”  
Indicate whether the Bidder can provide the total amount and item count of presented checks at a time earlier than the mandatory 10:00am deadline. (Y/N)  
If yes, indicate what time (prior to 10:00am) the Bidder will provide the total amount and item count of presented checks.  
Response: |
| 2.5 | With reference to ID #2.5 of Table 3.2.1, “Service Requirements and Service Options”  
Identify and describe the options the Bidder will provide to the WCB for fraud protections by account.  
Response: |
| 2.6 | With reference to ID #2.6 of Table 3.2.1, “Service Requirements and Service Options”  
A. Describe the Bidder's Positive Pay system.  
B. Describe how and by what time the WCB will be notified of Positive Pay exception items.  
C. Indicate whether the WCB will be notified: (a) regardless of the existence of exceptions; and (b) when exceptions have not yet been decisioned and the decision deadline is approaching. (Y/N)  
D. Describe the outcome in the instance the WCB does not provide a decision by the decision deadline.  
Response: |
| 2.7 | With reference to ID #2.7 of Table 3.2.1, “Service Requirements and Service Options”  
Indicate whether the Bidder will limit Positive Pay exception items to items that cannot be reconciled by the Bidder even after manual intervention. (Y/N)  
Response: |
| 2.8  | **With reference to ID # 2.8 of Table 3.2.1, “Service Requirements and Service Options”**  
Indicate whether the Bidder will automatically deny, and not send to the WCB for decision through Positive Pay, transactions that are clearly fraudulent or fake. (Y/N) |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Response:</strong></td>
<td></td>
</tr>
</tbody>
</table>

| 2.9  | **With reference to ID # 2.9 of Table 3.2.1, “Service Requirements and Service Options”**  
Indicate whether the Bidder will allow the WCB to pay or deny the check, once a clearer image is received and reviewed, after the normal Positive Pay cutoff. (Y/N) |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Response:</strong></td>
<td></td>
</tr>
</tbody>
</table>

| 2.10 | **With reference to ID # 2.10 of Table 3.2.1, “Service Requirements and Service Options”**  
Describe the available options for payees to cash checks without a bank account and indicate (Y/N) if a fee to the payee is associated with such options. Do not include specific fees. |
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Response:</strong></td>
<td></td>
</tr>
</tbody>
</table>

| 2.11  | **With reference to ID # 2.11 of Table 3.2.1, “Service Requirements and Service Options”**  
A. Describe the process for both the online and file transmissions for Stops.  
B. Indicate how many minutes after the WCB's request the Stop will become active.  
C. Indicate whether Stops can be removed via an online system. (Y/N)  
D. Describe what format reports are available in.  
E. Indicate whether the WCB will receive information in return for each entry in a request file transmitted relating to the success or failure of the Stop. (Y/N) |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Response:</strong></td>
<td></td>
</tr>
</tbody>
</table>

| 2.12  | **With reference to ID # 2.12 of Table 3.2.1, “Service Requirements and Service Options”**  
A. Describe how the Bidder will provide the electronic listing of outstanding, stopped and/or paid checks in Excel or .csv format (e.g., email, online system).  
B. Indicate which, if any, of the fields will be included in the file:  
   i. account number;  
   ii. issue date;  
   iii. check number;  
   iv. amount;  
   v. bank date (paid or stopped date); and/or  
   vi. status (stopped, paid or outstanding). |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Response:</strong></td>
<td></td>
</tr>
</tbody>
</table>

| 2.13  | **With reference to ID # 2.13 of Table 3.2.1, “Service Requirements and Service Options”**  
Describe the Bidder's procedures for processing a forgery claim, including a schedule of activities, resolution, and the average turnaround period for resolution of forgery claims. |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Response:</strong></td>
<td></td>
</tr>
</tbody>
</table>
| 2.15 | With reference to ID # 2.15 of Table 3.2.1, “Service Requirements and Service Options”  
A. Indicate how the Bidder notify the WCB when the Bidder has received credit from a bank of first deposit for a payment that was misapplied (e.g., email, phone, online system access/report, mail, etc.).  
B. Indicate how many days after the Bidder has received credit from a bank of first deposit for a payment that was misapplied the WCB will be reimbursed.  

Response: |
| 2.16 | With reference to ID # 2.16 of Table 3.2.1, “Service Requirements and Service Options”  
Indicate if any additional fields besides check number by which images can be searched.  

Response: |
| 2.17 | With reference to ID # 2.17 of Table 3.2.1, “Service Requirements and Service Options”  
A. Indicate how Debit and Credit Memo Advices will be provided (e.g., email).  
B. Indicate whether an image of the check will be included in the Advice. (Y/N)  

Response: |

**ACH Disbursements/Receipts**

| 2.19 | With reference to ID # 2.19 of Table 3.2.1, “Service Requirements and Service Options”  
A. Describe how Treasury staff will confirm and authorize ACH files for release, including the time the files will be available to Treasury.  
B. Indicate whether the authorization may be done through an online portal. (Y/N)  
C. Describe the backup plan procedure.  

Response: |
| 2.21 | With reference to ID # 2.21 of Table 3.2.1, “Service Requirements and Service Options”  
A. If the payment date is the following business day, what is the latest time a file can be released by the WCB so that payments are available for withdrawal by customers?  
B. Does the Bidder have procedures to work with the WCB to extend that deadline in cases where a transmission and/or release cannot be done in the time frame above? If yes, provide the extended deadline time.  

Response: |
| 2.22 | With reference to ID # 2.22 of Table 3.2.1, “Service Requirements and Service Options”  
Indicate Bidder’s time frame for providing electronic acknowledgment, to the WCB, of receipt of ACH files from the State and describe the method of such acknowledgement.  

Response: |
<table>
<thead>
<tr>
<th>2.23</th>
<th>With reference to ID # 2.23 of Table 3.2.1, “Service Requirements and Service Options”</th>
<th>Indicate the transmission timeframe, in hours, of the ACH credit rejection file.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Response:</td>
<td></td>
</tr>
<tr>
<td>2.24</td>
<td>With reference to ID # 2.24 of Table 3.2.1, “Service Requirements and Service Options”</td>
<td>Indicate which of the named preferred fields, if any, will be included in the daily rejection file to the WCB.</td>
</tr>
<tr>
<td></td>
<td>Response:</td>
<td></td>
</tr>
<tr>
<td>2.27</td>
<td>With reference to ID # 2.27 of Table 3.2.1, “Service Requirements and Service Options”</td>
<td>Indicate how long it will take for ACH credit rejections to post to the issuing account.</td>
</tr>
<tr>
<td></td>
<td>Response:</td>
<td></td>
</tr>
<tr>
<td>2.28</td>
<td>With reference to ID # 2.28 of Table 3.2.1, “Service Requirements and Service Options”</td>
<td>Describe Bidder's system for the initiation and release of repetitive and non-repetitive Wire and ACH transfers.</td>
</tr>
<tr>
<td></td>
<td>Response:</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Wire Disbursements</strong></td>
<td></td>
</tr>
<tr>
<td>2.30</td>
<td>With reference to ID # 2.30 of Table 3.2.1, “Service Requirements and Service Options”</td>
<td>A. Describe Bidder's ability to accept wire files via SFS layout.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B. Describe Bidder's ability to process wires directly from online system.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>C. Describe Bidder's authorization workflows, i.e. initiator and approver, for wires entered through the online portal.</td>
</tr>
<tr>
<td></td>
<td>Response:</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Reporting for Disbursements</strong></td>
<td></td>
</tr>
<tr>
<td>2.32</td>
<td>With reference to ID # 2.32 of Table 3.2.1, “Service Requirements and Service Options”</td>
<td>In addition to the mandatory inquiry tool fields noted, indicate which of the listed preferred fields, if any, are returned through the online inquiry tool.</td>
</tr>
<tr>
<td></td>
<td>Response:</td>
<td></td>
</tr>
<tr>
<td>2.33</td>
<td>With reference to ID # 2.33 of Table 3.2.1, “Service Requirements and Service Options”</td>
<td>A. Describe the ARP reporting options, frequency of reports, formatting details on such reports, delivery timeframes, and any options for customization.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B. Indicate whether the ARP reports be available in Excel or .csv format. (Y/N)</td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td>---</td>
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<td></td>
</tr>
<tr>
<td>C.</td>
<td>Provide samples of Bidder’s ARP reports.</td>
<td></td>
</tr>
<tr>
<td>Response:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DEPOSITS</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------------------------</td>
<td></td>
</tr>
</tbody>
</table>
| 3.2 | With reference to ID # 3.2 of Table 3.2.1, “Service Requirements and Service Options”  
Indicate when foreign check deposits will be credited to the WCB's bank accounts. |
| Response: |                                                                                   |
| 3.3 | With reference to ID # 3.3 of Table 3.2.1, “Service Requirements and Service Options”  
Indicate how many business days after notification the reversal will occur. |
| Response: |                                                                                   |

**Incoming ACHs**

| 3.4 | With reference to ID # 3.4 of Table 3.2.1, “Service Requirements and Service Options”  
A. Describe how information about electronic funds and related addenda detail is obtained from the Bidder's online system.  
B. Describe any banking techniques that would help in identifying who originated the ACH credit. |
| Response: |                                                                                   |

**Remote Deposit**

| 3.5 | With reference to ID # 3.5 of Table 3.2.1, “Service Requirements and Service Options”  
A. Describe how remote check deposit functionality will be provided to the State, including the following:  
a. the daily cutoff time for same-day deposit;  
b. when the WCB will receive confirmation of the remote deposit;  
c. any remote check deposit limitations; and  
d. the hardware and installation requirements (including software, license, equipment, operating specifications) to use the remote deposit scanners provided by the Bidder.  
B. Indicate whether the WCB will be able to identify which scanner or user created each deposit. (Y/N) |
| Response: |                                                                                   |
| 3.7 | With reference to ID # 3.7 of Table 3.2.1, “Service Requirements and Service Options”  
Describe the Bidder's online reporting capabilities for both detail and summary level information. |
| Response: |                                                                                   |
### 3.8 With reference to ID # 3.8 of Table 3.2.1, “Service Requirements and Service Options”

A. Indicate whether the WCB can identify the user making a remote deposit through an online bank report/statement. (Y/N)

B. Indicate whether a user can enter information with each remote deposit to be displayed on the online bank reports/statements. (Y/N)

**Response:**

---

### Direct Debits – eBill Pay

#### 3.10 With reference to ID # 3.10 of Table 3.2.1, “Service Requirements and Service Options”

Describe the Bidder’s process of acceptance of the direct debit ACH file, including timing of and any limits to acceptance.

**Response:**

---

### Credit Cards

#### 3.12 With reference to ID # 3.12 of Table 3.2.1, “Service Requirements and Service Options”

Describe the payment options that will be available to the WCB customers.

**Response:**

---

#### 3.13 With reference to ID # 3.13 of Table 3.2.1, “Service Requirements and Service Options”

A. Describe the Bidder’s process for handling overpayments.

B. Indicate the format in which the report of payments will be provided to the WCB and the data elements that will be included.

**Response:**

---

### Dishonored Payments

#### 3.15 With reference to ID # 3.15 of Table 3.2.1, “Service Requirements and Service Options”

A. Indicate the time frame for the re-presentment of remittances dishonored due to insufficient funds.

B. Describe the Bidder’s process for dishonored payments including timing and re-presentment.

**Response:**

---

#### 3.16 With reference to ID # 3.16 of Table 3.2.1, “Service Requirements and Service Options”

Indicate whether dishonorment information available online includes the deposit ID of the original deposit and/or check image. (Y/N)

**Response:**
<table>
<thead>
<tr>
<th><strong>Lockbox Services – General</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3.17</strong></td>
</tr>
<tr>
<td>With reference to ID # 3.17 of Table 3.2.1, “Service Requirements and Service Options”</td>
</tr>
<tr>
<td>A. Indicate whether a subcontractor will be used to provide lockbox services and, if so, provide the name of the subcontractor.</td>
</tr>
<tr>
<td>B. Provide the address of the Bidder’s proposed primary lockbox location and outline the security procedures that will be provided.</td>
</tr>
<tr>
<td>C. Provide the address of any available alternative site(s), the security procedures of the location, and the procedure and timing of transition of services to the secondary location.</td>
</tr>
<tr>
<td><strong>Response:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Lockbox – Extraction</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3.21</strong></td>
</tr>
<tr>
<td>With reference to ID # 3.21 of Table 3.2.1, “Service Requirements and Service Options”</td>
</tr>
<tr>
<td>Describe the Bidder’s method for batching lockbox content to maintain lockbox integrity.</td>
</tr>
<tr>
<td><strong>Response:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Lockbox – In Dating, Assembly and Batching</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3.22</strong></td>
</tr>
<tr>
<td>With reference to ID # 3.22 of Table 3.2.1, “Service Requirements and Service Options”</td>
</tr>
<tr>
<td>A. Describe Bidder’s method for maintaining the integrity of the received date and postmark date.</td>
</tr>
<tr>
<td>B. Describe Bidder’s method for providing image access for certain documents to be resolved by the WCB, including, at a minimum:</td>
</tr>
<tr>
<td>i) the procedure for holding the documents until the State Agency has resolved problems;</td>
</tr>
<tr>
<td>ii) how the documents would be identified, the search and sort capabilities; and</td>
</tr>
<tr>
<td>iii) the nature of the back-and-forth messaging. Include samples of screens along with the description of functionality.</td>
</tr>
<tr>
<td>C. Describe Bidder’s solution for providing online Exception repair, both by the Bidder or by the WCB.</td>
</tr>
<tr>
<td><strong>Response:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Lockbox – Special Handling Multiple Documents and/or Checks Within a Submission</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3.24</strong></td>
</tr>
<tr>
<td>With reference to ID # 3.24 of Table 3.2.1, “Service Requirements and Service Options”</td>
</tr>
<tr>
<td>Describe Bidder’s method of associating a multiple remittance with a single document into a single total paid amount for that document.</td>
</tr>
<tr>
<td><strong>Response:</strong></td>
</tr>
</tbody>
</table>
### Lockbox – Correspondence Identification and Processing

| 3.25 | With reference to ID # 3.25 of Table 3.2.1, “Service Requirements and Service Options”  
A. Describe how the Bidder will provide confirmation of non-remote deposits received.  
B. Describe how Bidder will provide online summary and detail reports, and indicate what content the reports will contain. |

**Response:**

| 3.26 | With reference to ID # 3.26 of Table 3.2.1, “Service Requirements and Service Options”  
Describe the current internal control quality mechanism that Bidder has in place to ensure that all items are accurately sorted and correctly associated to pertinent documents. |

**Response:**

### 4. ONLINE ACCESS

| 4.2 | With reference to ID # 4.2 of Table 3.2.1, “Service Requirements and Service Options”  
A. Describe the process to allow designated WCB employees to assign online access to other WCB employees via an online system.  
B. Indicate what levels of approval are possible.  
C. Indicate the maximum number of users the WCB can have per bank account.  
D. Indicate how many business days after WCB approval of employee access such access will be active.  
E. Indicate whether the WCB can independently run administrative reports through the online portal. (Y/N)  
F. Indicate whether administrative reports can be provided in Excel or .csv. (Y/N) |

**Response:**

| 4.3 | With reference to ID # 4.3 of Table 3.2.1, “Service Requirements and Service Options”  
Describe the standard banking information available through the Bidder’s online system, including available data access and reporting features. |

**Response:**
| 4.4 | With reference to ID # 4.4 of Table 3.2.1, “Service Requirements and Service Options”  
Indicate whether data can be made available to WCB after the mandatory three (3) year period (Y/N) and, if so:  
• Indicate which type of data and how long the data will be made available after the expiration of the mandatory three (3)-year period; and  
• Describe how the data will be made available to the WCB/accessed by the WCB after the expiration of the mandatory three (3)-year period.  
Response: |
| 4.5 | With reference to ID # 4.5 of Table 3.2.1, “Service Requirements and Service Options”  
Provide the online access annual percentage uptime.  
Response: |
| 4.6 | With reference to ID # 4.6 of Table 3.2.1, “Service Requirements and Service Options”  
Describe any online ad-hoc reporting tools for existing data that will be available to the WCB under a contract resulting from this RFP.  
Response: |
| 5. | FILE TRANSMISSION |
| 5.2 | With reference to ID # 5.2 of Table 3.2.1, “Service Requirements and Service Options”  
Indicate what time the Bidder will transmit previous day transactions to the WCB in the BAI2 file format.  
Response: |
| 5.5 | With reference to ID # 5.5 of Table 3.2.1, “Service Requirements and Service Options”  
Indicate how many months transaction data will be available for retrieval and transmission to the WCB.  
Response: |
6. **TESTING**

6.3 *With reference to ID # 6.3 of Table 3.2.1, “Service Requirements and Service Options”*

A. Indicate how many days in advance the WCB will be notified of changes that will or may impact delivery and/or the WCB’s access to or receipt of services?

B. Describe training that will be made available by Bidder in support of changes (e.g., WebEx presentations, onsite training).

C. Describe actions the Bidder will take to mitigate any adverse impact on the WCB during planned major upgrades or modifications, including test periods and system documentation.

Response:

---

7. **IMPLEMENTATION**

7.1 *With reference to ID # 7.1 of Table 3.2.1, “Service Requirements and Service Options”*

Provide a detailed description of how the Bidder intends to approach the conversion process of moving the WCB's banking services to Bidder, including, but not limited to:

- All dedicated resources (personnel, equipment, training of WCB personnel, consultants, etc.), procedures, and controls the Bidder will provide or recommends in the conversion period to ensure that the process is completed successfully in both a timely and accurate manner;
- The independent audit process that will be provided to assure the accuracy of the conversion; and
- Any conversions/transitions the Bidder has accomplished in the last five (5) years, either as the incoming (conversion) or outgoing (transition) bank.

Response:

---

8. **SECURITY**

**Site Locations**

8.1 *With reference to ID # 8.1 of Table 3.2.1, “Service Requirements and Service Options”*

A. Indicate whether any of Contractor’s Facilities to be used for these Services are located outside the CONUS.

B. State with particularity the specific Services that will be provided outside the CONUS.

C. Identify the nature of such data storage, access, and/or processing services, the country where each Facility outside the CONUS is located, and a reasonably-detailed, summary description of the applicable safeguards Contractor has or will put in place to protect State data outside of the CONUS, such as: (1) protocols for access control and identity management, including physical security features, workstation security, data controls; (2) business continuity and disaster recovery planning and resources; (3) vendor and third-party service provider management protocols; (4) incident response procedures; and (5) a description of vendor’s relevant policies and its overall risk mitigation analysis and...
plans in place to ameliorate the risks.

D. State whether each respective Facility located outside the CONUS that will be used for any portion of the Services provided to the State is owned by the Contractor or a third party.

E. Provide a description of safeguards in place to protect confidential State data for services performed outside of the CONUS.

F. Explain whether non-CONUS access could be limited (e.g., by changing the hours that support services are available, such as declining to utilize a “follow-the-sun” model).

Response:

Record and File Destruction

8.2 With reference to ID # 8.2 of Table 3.2.1, “Service Requirements and Service Options”
Describe the Bidder’s record destruction policy and standards.

Response:

10. BUSINESS CONTINUITY

10.3 With reference to ID # 10.3 of Table 3.2.1, “Service Requirements and Service Options”
Indicate whether the Bidder will be able to verify that Bidder has successfully tested its Disaster Recovery Plan within 12 months prior to submission of its proposal. (Y/N)

Response:

END OF TABLE

4.5 COST VOLUME - VOLUME III

The Bidder must submit a pdf of Volume III as well as the Excel file on the thumb drive, as referenced in Section 4.1, “General Procedures.”

4.5.1 Format

Volume III must comply with the following requirements:

1. Volume III must include a completed Fee Proposal that includes the required cost components (in the format of ATTACHMENT K of this RFP); and
2. The Volume III excel file must be named “Cost Volume - Volume III.”
4.5.2 Cost Components

Bidder must submit a completed and signed ATTACHMENT K ("Fee Proposal – Banking Services"). A Bidder’s failure to provide a complete pricing response will result in the Bidder’s proposal being deemed non-responsive. **Bidders must provide all pricing information requested on ATTACHMENT K without modification or change to ATTACHMENT K.**

All Service lines on ATTACHMENT K must be inclusive of all costs associated with the Services. The fully loaded transaction fees on ATTACHMENT K must include all costs related to Services required, including, but not limited to staffing, facilities, equipment, systems maintenance, management, program support activities, training, conversion, transition, and any indirect costs. However, if the State initiates change requests that result in efficiencies, the Bidder’s Transaction Fees will be reduced.

Unit costs proposed must be inclusive of all costs associated with the Services. There must be no additions, deletions or omissions of Service lines from the Fee Proposal; if the Bidder proposes a zero-value fee for any Service line, that service line should be marked as zero and not left blank. Blank service lines will be evaluated as zero value fees and incorporated into the Contract as such. No add-on costs are permitted. The Bidder must ensure that no additional costs will be assessed directly against the bank accounts associated with these Services. Any pricing information that does not conform to the presentation allowed on the Fee Proposal cannot be evaluated, will be disregarded as extraneous, and cannot be charged to the State after the award of a Contract.

The fees shall not be increased during the first three (3) years of the Contract term. Thereafter, the fees may be increased for each subsequent annual period of said term upon the anniversary of the Contract with no less than sixty (60) days’ written notice to the State. Such increase shall be limited to the lesser of the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average. All Items, as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the preceding 12-month period or 3% over the prior year’s fees, whichever is lower. Any increase granted shall be effective on the Contract anniversary date and calculated using the index number published four months preceding the anniversary date of the Contract. If at any time the above index is discontinued or becomes unavailable, the State reserves the right to implement a comparable index.

**Note:** All requested increases shall be subject to negotiation between the State and the Contractor.

4.5.3 Method of Compensation

WCB reserves the right to determine the method to be used to compensate the Contractor for Services. This determination will be made on an account-by-account basis.

The method may include Direct Fee, Compensating Balances, or a combination of both. The method of compensation shall be that which is expected to provide the lowest cost of Services to the State, as determined by WCB. WCB reserves the right to change the compensation method. WCB will not change the method of compensation at a frequency greater than once annually, except
in extraordinary circumstances, as determined by WCB. WCB shall provide the Contractor with advance notice of such a change. If an alternate payment method is deemed necessary by WCB, payment procedures shall be established by authorized representatives of the Contractor and WCB in accordance with the Fee Proposal, depending on the method of compensation.

Depending upon the method of compensation chosen by WCB, the following procedures will be used to determine the payment for Services:

**Payment by Direct Fee** – If WCB elects to pay by Direct Fee, it may choose to offset the fee payment with Earnings Credits (as hereinafter defined) or request Earnings Credits reimbursement from the Contractor. If, for any month, the Earnings Credits exceed the monthly bank charges, the Contractor shall carry forward the excess to the following month or, at the election of WCB, such excess may be applied against the cost of Services for any other Compensating Balance relationship the Contractor has with WCB. Earnings Credits are to be calculated using the following formula:

\[
\text{Earnings Credits} = (\text{average available account balance}) \times (\text{ECR}) \times \text{Time}
\]

Where:

\[
\text{ECR} = \text{Earnings Credit Rate}, \text{the determination of which is described below}
\]

\[
\text{Time} = \text{number of days in period}/365
\]

The Earnings Credit Rate is the monthly average investment rate on the thirteen-week Treasury Bill, as determined at the weekly auction and published on the US Treasury website, or the Contractor’s standard rate, whichever is greater. The Earnings Credit Rate shall be determined by WCB and confirmed with the Contractor monthly. WCB will not use any other method of calculation for the ECR.

Payment for Services by Direct Fee must be billed by the Contractor to WCB and will be paid in accordance with the voucher and audit procedures set forth in the Contract. When payment is by Direct Fee, the Contractor must provide a monthly bank account analysis electronically (currently an 822 file) to WCB along with the invoice to WCB as applicable. This analysis must include the monthly volume and total costs associated with the accounts.

**Payment by Compensating Balances** – If WCB elects to pay by Compensating Balances, an account specific to this use may need to be established. The value of the Compensating Balances shall be calculated using the same formula as shown above under “Payment by Direct Fee.” The Earnings Credit Rate shall be determined by WCB and confirmed with the Contractor monthly. If payment is made via Compensating Balances, the Contractor must provide a monthly bank account analysis electronically (currently an 822 file) to WCB. This analysis must include the monthly volume and total costs associated with the Accounts. All excess Earnings Credits on a monthly basis must be carried forward to offset future payments throughout the term of the Contract.

**SECTION 5 – METHOD OF EVALUATION**

**5.1 AWARD OBJECTIVES**
This is a competitive procurement that will result in the award of a Contract for Banking Services. The objective of the evaluation is to ensure that:

- The Bidder(s) selected represents the Best Value for WCB; and
- The Bidder(s) selected has the experience and personnel necessary to successfully provide the services as described in this RFP.

WCB will award this Contract based upon Best Value. A Best Value award is one that optimizes quality, cost, and efficiency and typically applies to complex services and technology contracts. WCB will evaluate and score responsive and responsible Bidders’ proposals based on technical qualifications and cost.

The following weighting criteria will be applied to each proposal:

<table>
<thead>
<tr>
<th>Volume</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Volume</td>
<td>70%</td>
</tr>
<tr>
<td>Cost Volume</td>
<td>30%</td>
</tr>
</tbody>
</table>

### 5.2 EVALUATION AND SELECTION COMMITTEES

Two WCB committees, the Technical Evaluation Committee (TEC) and the Cost Evaluation Committee (CEC), will conduct the evaluation of the proposals. The TEC will evaluate the Technical Volume (Volume II), while the CEC will evaluate the Cost Volume (Volume III). WCB personnel with knowledge/expertise in functional areas covered by the proposal will staff these committees. Each committee will conduct a separate evaluation.

The Board’s Issuing Officer or Alternate will prepare a recommendation document for the Executive Director or their designee. The Executive Director, or their designee, will make the final selection and authorize the commencement of negotiations with the selected Bidder.

### 5.3 PROPOSAL EVALUATION PROCESS

WCB will evaluate proposals that are complete and received prior to the Closing Date for Receipt of Proposals, specified in Section 2.2.2, RFP Calendar, using the evaluation process described herein.

#### 5.3.1 Proposal Receipt

The WCB’s Issuing Officer or Alternate must receive all proposals at the designated address by 4:00 p.m. EST on the Closing Date for Receipt of Proposals, specified in Section 2.2.2, RFP Calendar. Any proposal received after this date/time will be deemed non-responsive and the Bidder will be notified in writing of their elimination. It is the sole responsibility of the Bidder to verify that its proposal has been received.

#### 5.3.2 Proposal Pre-Screen
The WCB’s Issuing Officer or Alternate will pre-screen all remaining responsive proposals relative to the format specified in Section 4.1 of this RFP. Any proposal not in this format may be deemed non-responsive and the Bidder will be notified in writing of their elimination.

5.3.3 Minimum Eligibility Requirements Review

The WCB’s Issuing Officer or Alternate will review all remaining responsive proposals relative to the Minimum Bidder Eligibility Requirements specified in Section 3.1 of this RFP. Any proposal that does not meet these requirements will be deemed non-responsive and the Bidder will be notified in writing of their elimination.

5.3.4 Technical Volume and Cost Volume Evaluations

The TEC and CEC will conduct separate evaluations of all remaining responsive proposals.

The TEC will evaluate the Technical Volume using a methodology to be determined by the WCB prior to submission of proposals and set forth in the evaluation criteria that will become part of the procurement record. The TEC will determine the Technical Volume Score for each proposal and submit a written report to the Board’s Issuing Officer or Alternate.

The CEC will evaluate the Cost Volume using a methodology to be determined by WCB prior to submission of proposals and set forth in the evaluation criteria that will become part of the procurement record. The CEC will determine the Cost Volume Score for each proposal and submit a written report to the Board’s Issuing Officer of Alternate.

WCB may ask Bidders to clarify the contents of their proposals. Other than responses made to requests by WCB for clarification of such contents, no Bidder will be permitted to alter its proposal or add new information after 4:00 p.m. EST on the Closing Date for Receipt of Proposals, specified in Section 2.2.2, “RFP Calendar.”

When the Technical and Cost Volume evaluations are complete, the Technical Volume score will be added to the Cost Volume score to develop a composite score.

5.3.5 Selection Recommendation

The Board’s Issuing Officer or Alternate will review the written evaluation reports and calculate the Composite Score by adding the Technical Volume Score and the Cost Volume Score; all Bidders will then be ranked in descending order of Composite Score. The Board’s Issuing Officer or Alternate will recommend the award of the Contract to the highest-ranked Bidder, to the Executive Director or their designee.

The Executive Director or their designee, will make the final selection and authorize negotiations with the selected Bidder to begin. The final Contract is subject to approval by the Office of the Attorney General and the OSC and is not binding until such approval is received.
SECTION 6 – TERMS AND CONDITIONS

The Procurement, the Bidder’s Proposal and the Contract award that results from this Procurement are subject to and incorporate the following terms and conditions. Additionally, the agreement that results from the Procurement (“Contract”) between WCB and the Successful Bidder (“Contractor”), collectively referred to herein as the Parties, shall substantially contain the terms and conditions set forth here in this Section 6 of the RFP:

6.1 CONTRACT TERM

The term of the Contract shall be for six (6) years, with two (2) optional one (1) year extension periods. Said optional extensions are exercisable at the sole discretion of WCB by giving notice to the Contractor in accordance with the Notice provisions of RFP section 6.17. The Contract, and any optional extension periods, shall take effect and commence upon the approval of the Contract by the OSC.

6.2 MODIFICATION OF CONTRACT

The State reserves the right to renegotiate the terms and conditions of the Contract in the event applicable NYS or Federal laws, statutes, rules, regulations, policies and/or guidelines are altered from those existing at the time the Contract is approved by the Comptroller in order to be in continuous compliance therewith. The Contract is subject to amendment only upon mutual consent of the Parties, reduced to writing and approved by the State’s Attorney General and Comptroller.

6.3 EXECUTORY PROVISION/CONTRACT FORMATION

The State Finance Law of the State of New York, § 112, requires that any Contract made by a State Agency which exceeds fifty thousand dollars ($50,000) in amount be first approved by the OSC before becoming effective. Execution by the Successful Bidder shall not be deemed final execution of the Contract. The Parties recognize that the Contract is wholly executory until and unless approved by OSC. The Contract will be deemed executed upon and will not be considered fully executed and binding until, receipt of approval by the Attorney General and OSC. The State of New York is not liable for any cost incurred by the Bidder in preparation for or prior to the approval of an executed Contract by OSC. Additionally, no cost will be incurred by the State for the Bidder’s participation in any pre-Contract award activity.

6.4 GOVERNING LAW

The laws of the State of New York shall govern the Contract and actions or proceedings arising therefrom shall be heard in a court of competent jurisdiction in the State of New York APPENDIX A - Standard Clauses for New York State Contracts, is attached hereto and expressly incorporated herein. In the event that there is an inconsistency or a conflict between a term contained in APPENDIX A and other terms of this Contract, such inconsistency or conflict shall be resolved by giving precedence to the term as contained in APPENDIX A.
6.5 INTEGRATION, MERGER AND ORDER OF PRECEDENCE

The Contract shall be deemed inclusive of the following documents. In the event of any inconsistency in or conflict among the document elements of the Agreement or Contract identified herein, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order:

A. First: APPENDIX A - Standard Clauses for New York State Contracts, dated October 2019;
B. Second: Any Amendments to the Contract;
C. Third: The Execution Document;
D. Fourth: WCB Request for Proposal No. C140405, entitled, “Banking Services,” including any Amendment(s) thereto and any clarification or change to the RFP made through the Question-and-Answer process; and
E. Fifth: Contractor’s Proposal, comprised of the Technical Volume - Volume II, and Cost Volume - Volume III, including any clarifications requested by WCB.

Only documents expressly enumerated above shall be deemed a part of the Contract, and references contained in those documents to additional Contractor documents not enumerated above, shall be of no force and effect.

Any extraneous terms submitted by Contractor as part of its proposal are not incorporated into the Contract by reference. Any acceptable extraneous terms will be expressly included in the Execution Document.

All prior agreements, representations, statements, negotiations, and undertakings are superseded. All statements made by the State shall be deemed to be representations and not warranties.

The terms, provisions, representations, and warranties contained in the Contract shall survive performance hereunder.

6.6 CONTRACTOR RESPONSIBILITIES AND QUALIFICATIONS

Responsibilities – The Contractor is responsible for providing Services in accordance with the specifications set forth in the Contract, and for meeting all Contract obligations set forth in the Contract, including all Exhibits, and any subsequent amendments to the Contract.

Qualifications – The Contractor acknowledges that the Contract is being entered into by the State in reliance on Contractor’s pricing and its representations concerning the particular qualifications, experience, management and technical expertise of the Contractor and its personnel.
6.7 CONTRACTOR RESPONSIBILITY AS DEFINED BY STATE FINANCE LAW

Contractor must remain responsible, as defined by State Finance Law, relevant case law and applicable guidelines, throughout the term of the Contract. Failure to do so may result in suspension or termination of the Contract.

Contractor must present evidence of its continuing legal authority to do business in NYS, its integrity, experience, ability, prior performance, and organizational and financial capacity, upon request by the State.

The State reserves the right to suspend any or all activities under this Contract, at any time if it 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 and must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice lifting the suspension order.

6.8 INDEPENDENT CONTRACTOR

Contractor is an independent Contractor, and its officers, employees, subcontractors, and agents are not and shall not act as State employees in the performance of the Contract. Contractor, its officers, employees, subcontractors, and agents are not entitled to any of the benefits associated with employment by the State. The Contractor agrees, during the term of this Contract, to maintain at Contractor’s expense those benefits to which its employees would otherwise be entitled by law, including health benefits and all necessary insurance for its employees, including workers’ compensation, disability, and unemployment insurance, and to provide the State with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

6.9 CONTRACTOR PERSONNEL

All Contractor officers and employees, subcontractors or agents performing work under the Contract must meet or exceed the technical and training qualifications set forth in the RFP or the Proposal, whichever is higher, and must comply with all security and administrative requirements of WCB. The WCB reserves the right to conduct a security background check, including fingerprinting, or otherwise approve any employee or agent furnished by Contractor or its subcontractors. The WCB in its sole discretion reserves the right to reject or bar from any WCB facility any employee or agent of the Contractor or its subcontractors. Such action by WCB shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms.

6.10 NOTICE OF SUBSTANTIAL CHANGE IN CONTRACTOR STATUS

In addition to the requirements of NYS Finance Law § 138 (requiring the State’s approval of subcontractors and assignments and/or conveyances), the Contractor shall notify the State of any
substantial change in the ownership or financial viability of the Contractor, its Affiliates, subsidiaries or divisions, or partners, in writing immediately upon occurrence. “Substantial change” means: (i) sales, acquisitions, mergers or takeovers of the Contractor, its Affiliates, subsidiaries, divisions, or partners that result in a change in the controlling ownership or assets of such entity after the submission of the Bid; (ii) entry of an order for relief under Title 11 of the United States Code; (iii) the making of a general assignment for the benefit of creditors; (iv) the appointment of a receiver of Contractor’s business or property or that of its Affiliates, subsidiaries or divisions, or partners; or action by Contractor, its Affiliates, subsidiaries or divisions, or partners under any State insolvency or similar law for the purposes of its bankruptcy, reorganization, or liquidation; or (v) court ordered liquidation of Contractor, its Affiliates, subsidiaries or divisions, or partners.

Upon the State’s receipt of such notice, the State shall have thirty (30) business days from the date of notice to review the information. The Contractor may not transfer the Contract to or among Affiliates, subsidiaries or divisions, or partners, or to any other person or entity, without the express written consent of the State. In addition to any other remedies available at law or equity, the State shall have the right to cancel the Contract, in whole or in part, for cause, if it finds, in its sole judgment, that such substantial change adversely affects the delivery of Services or is otherwise not in the best interests of the State.

6.11 VENDOR RESPONSIBILITY

6.11.1 Continuing Vendor Responsibility

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Executive Director of WCB or his or her designee, to present evidence of its continuing legal authority to do business in NYS, integrity, experience, ability, prior performance, and organizational and financial capacity.

6.11.2 Suspension of Work (for Non-Responsibility)

The Executive Director of WCB or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, 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. Contract activity may resume at such time as the Executive Director of WCB or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

6.11.3 Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate WCB officials or staff, the Contract may be terminated by the Executive Director of WCB or his or her designee at the Contractor’s expense where the Contractor is determined by the Executive Director of WCB or his or her designee to be non-responsible. In such event,
the Executive Director of WCB 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.

6.12 SUBCONTRACTORS

The Contractor is selected based on the experience, ability, and reputation of the Contractor and its staff. Accordingly, a Contractor shall not assign, convey, transfer, or subcontract any of its duties and responsibilities under this Agreement without the prior written consent of the WCB. In the event that one of Contractor’s subcontractors’ further subcontracts, prior written consent of WCB is also required. A subcontractor shall be defined as any firm engaged or assigned by the Contractor to perform work under the Contract, or any person so engaged or assigned who is not an employee of the Contractor.

The requirement of prior approval of any Contract by WCB does not apply to individual employer-employee contracts, or to management incentives for employer-employee contracts, or to subcontracts that are executed prior to the date of release of the RFP. Any existing pertinent subcontracts must be identified in the Response to the RFP, and a copy of any subcontract must be attached to the Response.

Any approved subcontract of a Contractor’s duties and obligations under this Agreement shall be in writing and contain provisions that are consistent with the provisions of this Agreement. All agreements between the Contractor and its subcontractors shall be by bona fide written Contract.

Contractor shall include in all subcontracts related to the Contract, in such a manner that they will be binding upon each subcontractor with respect to work performed in connection with the Contract, provisions specifying:

1. That the work performed by the subcontractor must be in accordance with the terms and conditions of this Contract including, but not limited to, APPENDIX A;
2. That nothing contained in such subcontract shall impair the rights of WCB or the State;
3. That nothing contained in such subcontract shall create any contractual relationship between any subcontractor and WCB or the State;
4. That subcontractors shall maintain all records with respect to work performed under the subcontract in the same manner as required of the Contractor;
5. That the State and/or WCB shall have the same authority to audit the records of all subcontractors as it does those of the Contractor; and
6. That subcontractor shall cooperate with any investigation, audit, or other inquiry related to the Procurement or the resulting Contract or any litigation relating thereto.

A copy of any subcontract, once approved by the WCB and executed by the Contractor and the subcontractor, shall be furnished to the WCB within thirty (30) days of execution.

In addition to furnishing the WCB with a copy of any proposed subcontract for prior approval, the Contractor shall also furnish to the WCB the following:
1. A description of the supplies or services to be provided under the proposed subcontract;
2. Identification of the proposed subcontractor;
3. The proposed subcontract price; and
4. Any other pertinent information or documentation requested by the WCB.

Contractor shall be fully responsible to WCB for the acts and omissions of, and the performance of Project Services by, all subcontractors and/or persons either directly or indirectly employed by such subcontractors. The Contractor shall not be relieved in any way of any responsibility, duty, or obligation of this Contract by the award of any subcontract.

The Contractor shall give the WCB immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made, against the Contractor by any subcontractor or Contractor if such claim may result in litigation related in any way to this Contract or may affect the performance of duties under this Contract.

The Contractor shall indemnify and save harmless the WCB, its officers, employees, agents, and assigns from all claims against the Contractor. Nothing in this Contract shall create or give to third parties any claim or right of action against the Contractor or the State of New York beyond such as may legally exist irrespective of this Contract.

6.13 COOPERATION WITH THIRD PARTIES

The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other State agencies, contractors, or subcontractors of the State, relating to delivery of Product or coordination of Services.

6.14 COOPERATION WITH INVESTIGATIONS, AUDITS, AND LEGAL PROCEEDINGS

Upon the request of WCB, the Contractor shall cooperate with the State in any investigation, audit, or other inquiry related to the Procurement or the resulting Contract or any litigation relating thereto, at no cost to WCB or the State. This provision shall survive the termination of the Contract.

6.15 WORK OUTSIDE THE SCOPE OF THIS CONTRACT

The Contractor shall refrain from performing work outside the scope of the Contract unless such work is authorized by a properly executed, Comptroller-approved written amendment to the Contract. Any work not so authorized will not be compensated.

6.16 NOTICE OF CIRCUMSTANCES EXPECTED TO ADVERSELY AFFECT CONTRACTOR’S PERFORMANCE

The Contractor shall immediately notify WCB upon learning of any situation that can reasonably be expected to adversely affect the delivery of Services under the Contract. If such notification is
verbal, the Contractor shall submit written notice to WCB, as required by Section 6.17 of this RFP, describing the situation and a proposed recommendation for its resolution within three (3) calendar days of learning of the situation.

6.17 NOTIFICATION

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

- Via certified or registered United States mail, return receipt requested;
- By facsimile transmission;
- By personal delivery;
- By expedited delivery service; or
- By e-mail.

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

For the WCB:

NYS Workers’ Compensation Board
ATTN: Courtney Souza
328 State Street, Room 331-69
Schenectady, NY 12305

Telephone Number: (518) 388-1456
Facsimile: (518) 486-9561
Email Address: WCBContracts@wcb.ny.gov

For Contractor:

[Name]
[Title]
[Street Address]
[City, State, Zip code]

Telephone Number: (  )
Facsimile: (  )
E-mail Address:

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.

The parties may, from time to time, specify any new or different address in the United States as their address for purposes 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.

6.18 PRICING, BILLING AND PAYMENT

The sole compensation for the Contractor under the Contract shall be payment based on the rates set forth in the Contractor’s Cost Proposal. Contractor shall invoice the WCB monthly, in arrears, for all Services rendered to WCB with appropriate detailed invoices in a form agreed to and as directed by WCB.

6.18.1 Invoices

The Office of General Services’ Business Services Center (BSC) Accounts Payable (AP) Unit is responsible for processing and paying vendor invoices on behalf of the WCB. The Contractor shall bill the WCB by submitting invoices electronically to: AccountsPayable@ogs.ny.gov

Invoices can alternatively be sent by mail to:

NYS Workers’ Compensation Board, Unit ID: 3560000  
c/o NYS OGS BSC Accounts Payable  
Building 5, Floor 5  
1220 Washington Ave.  
Albany, NY 12226-1900

Invoices will be paid in accordance with Article XI-a of the NYS Finance Law.

6.18.2 Fees/Penalties

Any fees paid, for which it is subsequently determined that a Contractor was not entitled, must be reimbursed to the WCB. The WCB may recover such fees by subtracting such fees from any future payments which become due to the Contractor under the Contract.

6.19 ELECTRONIC PAYMENT REQUIREMENT FOR WCB

Contractor shall provide complete and accurate billing invoices to WCB in order to be eligible for payment. Billing invoices submitted to WCB must contain all information and supporting documentation required by the Agreement, WCB, and the OSC).

Payment for invoices submitted by Contractor shall be rendered electronically unless payment by paper check is expressly authorized by the WCB, at the sole discretion of the WCB, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary NYS procedures and practices. Contractor shall comply with the procedures of the OSC to authorize electronic payments.
Forms for the Authorization of electronic payments are available online at the OSC website at www.osc.state.ny.us/epay/index.htm, or by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not be eligible for payment on any invoices submitted under this Agreement if it does not comply with the OSC electronic payment procedures, except where WCB has expressly authorized payment by paper checks as set forth above.

6.20 WARRANTIES

6.20.1 Contract Deliverables

Contractor warrants and represents that the Services required by the RFP and the Contract shall be performed or provided in accordance with all the terms and conditions, covenants, statements, and representations contained in the Contract.

6.20.2 Compliance with Laws

Contractor warrants and represents that, throughout the term of the Contract and any extensions, and in the performance of obligations under the Contract, it will: (i) comply with all applicable laws, ordinances, rules and regulations of any governmental entity; (ii) pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees; and (iii) give all notices required by any laws, ordinances, rules, and regulations of any governmental entity.

6.20.3 Workmanship Warranty

Contractor warrants and represents that all Services and deliverables shall meet the completion criteria set forth in the Contract, and that Services will be provided in a professional and workmanlike manner in accordance with the highest applicable industry standards.

6.20.4 Personnel Eligible for Employment

Contractor warrants and represents that all personnel performing Services under the Contract are eligible for employment in the United States and shall remain so throughout the term of the Contract and any extensions. Contractor shall provide such proof of compliance as is required by WCB.

6.20.5 Service Guarantee

Contractor’s failure to satisfy performance standards or requirements set forth herein may result in a credit or chargeback in an amount pre-determined by the parties. The Chargeback shall be paid to WCB in the form of a credit to WCB against the Contractor’s invoice submitted to WCB immediately following the month in which the Contractor failed to satisfy the standard or requirement.
6.20.6 Survival of Warranties

All warranties contained in the Contract shall survive the termination of the Contract.

**LIMITATIONS:** THE WARRANTIES SET FORTH IN THE CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.21 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither Party shall be liable for any delay or failure in performance resulting from a Force Majeure Event, as defined in Section 6.26 of this RFP. The Parties shall use all reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

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

Contractor shall indemnify, defend, and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys’ fees), claims, judgments, liabilities, and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret, or other third-party proprietary right in relation to the Products furnished or utilized, provided that the State shall give Contractor: (i) prompt written notice of any action, claim, or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor’s sole expense; and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Executive Director shall require. This paragraph shall not apply to that portion of any infringement claim which results from a material modification by WCB, without Contractor’s approval, of any Product provided by Contractor pursuant to this Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being “without limitation,” and regardless of the basis on which the claim is made, Contractor’s liability under the Contract for direct damages shall be limited to the greater of the following: (i) $1,000,000 (ONE MILLION DOLLARS); or (ii) two (2) times the amounts paid to the Contractor under the Contract during the twelve (12) months of the Contract term which precedes the giving of notice of the claim by the State. For this purpose, amounts paid shall include, but not be limited to, payments made electronically, by check, by offset, or by the application of credits from the
Contractor to the State. Unless otherwise specifically enumerated herein, neither Party shall be liable to the other for special, indirect, or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work), even if the Party has been advised of the possibility of such damages. Neither Party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

The State may, in addition to other remedies at law or equity, and upon notice to the Contractor, retain such monies from amounts due to Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the State.

Notwithstanding the foregoing, there shall be no limitation of liability for claims made against the Contractor for intentional breach or abandonment of the Contract.

The State does not agree to any indemnification provisions that require the State to indemnify or save harmless Contractor or third parties.

6.22 COMPLIANCE WITH LAWS

The Contractor shall comply with all present and future applicable laws, codes, ordinances, statutes, rules and regulations with respect to any of the duties or responsibilities of the Contractor arising from the Contract.

6.23 SUSPENSION OF WORK

WCB reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the State or WCB. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on State spending, declaration of emergency, or other such circumstances. Upon issuance of such notice, the Contractor shall comply with the suspension order. Contractor shall be paid for services performed prior to suspension in accordance with the Contract. Activity may resume at such time as WCB issues a formal written notice authorizing a resumption of work.

6.24 TERMINATION

6.24.1 For Convenience

The State retains the right to cancel the Contract without cause, provided that Contractor is given at least thirty (30) calendar days’ notice of the State’s intent to cancel without penalty to the State or imposition of other early termination charges. This provision should not be understood as waiving the State’s right to terminate the Contract for cause or stop work immediately for unsatisfactory work but is supplementary to that provision. In the event of cancellation without cause by the State, the State agrees to negotiate a payment for Services performed by the Contractor prior to termination.
6.24.2 For Cause

For any material breach or failure of performance of the Contract by the Contractor, the State may provide written notice of such breach or failure. The State may terminate the Contract if the Contractor does not cure such breach or failure within thirty (30) calendar days after the giving of written notice to cure.

No delay or omission to exercise any right, power, or remedy accruing to the State or the WCB upon breach or default by the Contractor under the Contract 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 if, due to a default that remains uncured for the period provided herein, a third party shall commence to perform Contractor's obligations under the Contract, the State shall thereafter be released from all obligations to Contractor hereunder, including any obligation to make payment to Contractor, provided however that the State shall continue to be obliged to pay for any and all Services provided prior to any such date. If the State employs a third party to perform Contractor’s obligations under the Contract, Contractor shall be liable for the payment of any cost differential that the State incurs as a result of having to employ such third party to cure or resolve the issue.

6.24.3 For Suspension or Delisting of Contractor’s Securities

If the Contractor’s securities are suspended or delisted by the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, as applicable, 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 the Contract in accordance with the Contract or exercise such other remedies as shall be available under the Contract, at law and/or equity.

6.24.4 For Vendor Responsibility Related Findings

WCB may, in its sole discretion, terminate the Contract if it finds at any time during the term of the Contract that the Contractor is non-responsible, or that any information provided in the Vendor Responsibility Questionnaire submitted with Contractor’s Proposal was materially false or incomplete, or if the Contractor fails to timely or truthfully comply with WCB’s request to update its Vendor Responsibility Questionnaire.

6.24.5 Termination Notice

Notices required by this section shall be delivered to the other party in writing, pursuant to the Notice provisions of the Contract.
6.24.6 Termination Date

In the event a notice of termination is issued for convenience, the Contract termination date shall be thirty (30) calendar days from the date notice is given in accordance with the Notice provisions of this Contract. The termination date for material breach or failure of performance shall be the date notice is given in accordance with the Notice provisions of this Contract.

6.24.7 Mitigation of Costs

The Contractor shall not undertake any additional or new contractual obligations on or after the receipt of notice of termination without the prior written approval of the State. On or after the receipt of notice of termination 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.

6.25 DEFAULT

If either party breaches a material provision of the Contract, which breach remains uncured for a period of thirty (30) days after written notice thereof from the other party specifying the breach (or if such breach cannot be completely cured within the thirty (30) day period, such longer period of time provided that the breaching party proceeds with reasonable diligence to completely cure the breach) or if Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of or become 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, then and in any such event, the other party may, at its option, terminate the Contract upon ten (10) days written notice and exercise such other remedies as shall be available under the Contract, at law and/or equity.

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by the other under the Contract 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.

If, due to default that remains uncured for the period provided herein, a third party shall commence to perform Contractor's obligations under this Contract, the State shall thereafter be released from all obligations to Contractor hereunder, including any obligation to make payment to Contractor, provided however that the State shall continue to be obliged to pay for any and all Services provided prior to any such date, and if any lump-sum payment has been made, the State shall be entitled to a pro-rata refund of such payment.

6.26 FORCE MAJEURE

In the event that either Party is unable to perform any of its obligations under the Contract because of natural disaster, any act of God, war, civil disturbance, court order, or labor dispute, or any other
acts beyond the reasonable control of either Party (hereinafter referred to as a "Force Majeure Event"), the Party that has been so affected shall immediately give notice to the other Party, and shall exercise every commercially reasonable effort to resume performance, and an extension of the time for performance shall be granted for a period to be agreed to in writing by the State and Contractor. Any delay in performance by either Party resulting from a Force Majeure Event shall not be considered a breach or default under the Contract.

6.27 DISPUTE RESOLUTION

The Contractor and the State agree that it is important to resolve any disputes regarding the performance of Services, or otherwise arising under the Contract, expeditiously. In the event a dispute is not resolved through the escalation process, if any, established by the Parties, the Parties agree to notify the other in accordance with Section 6.17 of this RFP and to meet in good faith to resolve any disputes. In the event that any dispute cannot be promptly resolved at the operational level through agreed upon escalation procedures, either Party may request a meeting with senior management of the other Party (higher than that specified in the escalation procedures). Meetings between the Parties shall be held within three (3) business days or sooner in the event a dispute threatens the performance of a material portion of the Service. During the course of a dispute, Contractor shall continue to provide Services according to the Contract until such dispute is resolved.

Contractor shall remit all credits and rebates prior to initiation of its rights under this paragraph. Nothing in this paragraph shall diminish the State’s right to terminate the Contract pursuant to Section 6.24 of this RFP.

6.28 GENERAL PROVISION AS TO REMEDIES

The Parties may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a remedy shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy, or delay, inaction, or waiver of any event of default, shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event otherwise constituting a breach or default under the Contract.

In addition to any other remedies available to WCB under the Contract, WCB has additional remedies which may include, but are not limited to, the following:

A. Terminate or Suspend the Contract in whole, or in part;
B. Suspend, in whole or in part, payments due to Contractor under the Contract;
C. Pursue equitable remedies to compel Contractor to perform;
D. Apply Service Credits against amounts due and owing by WCB under the Contract;
E. Require Contractor to cure deficient performance or failure to meet any requirements of the RFP or Contract at no charge to the State.
6.29 TRANSITION

The State may require the Contractor to provide uninterrupted Services after Contract termination/expiration (“Transition Services”) as the State deems reasonable and necessary for the State to comply with all of the legal requirements for establishing a new Contract and transitioning to a replacement Contractor. If the State elects to invoke this provision, Contractor shall execute a Contract extension, extending the terms of this Contract to the period of transition which extends beyond the termination/expiration of the Contract. Such extension shall be subject to OSC’s approval.

6.29.1 Transition Period

The State shall determine the transition period in consultation with the Contractor and shall notify the Contractor in writing. The State reserves the right to amend the transition period subsequently, upon thirty (30) days’ advance written notice to the Contractor.

6.29.2 No Interruption in Service

At all times during the transition period, and unless directed otherwise in writing by the State, the Contractor shall continue its contractual obligations set forth in the Contract until such time as the services provided under the Contract have been transitioned to a successor Contractor, the State, or a third party designated by the State. 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.

6.29.3 Transition Plan

Within fifteen (15) days of receipt of a notice of termination or three (3) months prior to the end of the term of the Contract, whichever event occurs first, the Contractor shall submit to the State for the State’s review and approval a detailed written plan for transition (Transition Plan) that outlines, at a minimum, the tasks, milestones, and deliverables associated with a smooth transition of Services.

6.29.4 Contractor Transition Services

Transition Services shall include the performance of Contractor’s responsibilities as outlined in the Contract, and also the transferring of those responsibilities to a successor Contractor, the State, or a third party designated by the State in accordance with the Transition Plan agreed upon by the Parties. Contractor shall maintain the same level of service during the transition period as is set forth in the Contract until specific tasks or services are transitioned to or assumed by a successor Contractor, the State, or a third party designated by the State.

6.29.5 Compensation for Transition Services

Contractor shall be reimbursed for Transition Services performed at the rates set forth in the Contract.
6.29.6 Cooperation

Contractor shall cooperate with the State to facilitate a smooth and orderly transition. Periodic project review meetings shall be held with representatives of the Contractor, a successor Contractor, the State, or a third party designated by the State.

6.30 INSURANCE

A. Federal Deposit Insurance Corporation

The Contractor shall be insured by the Federal Deposit Insurance Corporation (FDIC) during the term of the Contract, including any renewal, extension, transition and closeout periods.

B. Other Insurance Requirements

The Contractor shall furnish WCB with Certificates of Insurance evidencing compliance with all insurance requirements of this Section. Such Certificates shall be in a form and substance acceptable to WCB, and WCB may also ask to review the insurance policies to check that the coverage afforded by the policies matches the Contractor-provided Certificates of Insurance. Acceptance of Certificates of Insurance by WCB shall not diminish any of Contractor’s obligations, responsibilities, or liabilities under the Contract. All insurance required by the Contract shall be specifically and exclusively for the performance of Contractor’s obligations under the Contract, and shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in NYS; shall be primary and non-contributing to any insurance or self-insurance maintained by WCB and/or the State of New York; shall be endorsed to provide that written notice be given to WCB at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policy or policies, which notice, evidenced by return receipt of United States Certified Mail, shall be sent to WCB.

The insurance policy(ies) shall name the State of New York, its officers, agents, and employees as additional insureds thereunder (General Liability Additional Insured Endorsement shall be on the Insurance Service Office (ISO) form number CG 20 26 11 85). The additional insured requirement does not apply to Workers’ Compensation or Disability coverage. The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Each insurance carrier must be rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report. If, during the term of the policy, a carrier’s rating falls below “A-” Class “VII,” the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the State and rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report. The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of the Contract and as further required by this Contract. The Contractor shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply WCB with updated replacement Certificates of Insurance, and amendatory endorsements.
The Contractor, throughout the term of this Contract, or as otherwise required by the Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of the Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

1. **Commercial General Liability Insurance** with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate per annum. Such liability shall be written on the ISO occurrence form CG 0001, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent Contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a Contract (including the tort liability of another assumed in a Contract) and explosion, collapse & underground coverage.

2. **Comprehensive Business Automobile Liability Insurance** covering liability arising out of any automobile used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least $2,000,000.00 each accident. The limits may be provided through a combination of primary and umbrella liability policies.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract, the Contractor does not need to obtain Comprehensive Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Comprehensive Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to WCB in accordance with the insurance requirements of the Contract.

In the event that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, but the Contractor does hire and/or utilize non-owned automobiles in connection with performance under the Contract, the Contractor must: (i) obtain Comprehensive Business Automobile Liability Insurance as required by this Contract, except that such insurance may be limited to liability arising out of hired and/or non-owned automobiles, as applicable; and (ii) attest to the fact that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, on a form provided by WCB. If, however, during the term of the Contract, the Contractor acquires or leases any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Comprehensive Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to WCB in accordance with the insurance requirements of the Contract.
3. **Data Breach and Privacy/Cyber Liability Insurance** covering failure to protect confidential information and failure of the security of the Contractor’s computer systems, or the computer systems of Contractor’s subcontractor, due to the actions of the Contractor or Contractor’s subcontractor, which results in unauthorized access to confidential data. Said insurance shall be maintained in the following limits, as applicable:

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<th>Data Breach and Privacy/Cyber Liability</th>
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<td>Software</td>
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<td>Cloud * Low Risk</td>
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<td>Implementation</td>
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* See NYS-S14-002 Information Classification Standard or successor available at https://its.ny.gov/sites/default/files/documents/Enterprise_Information_Classification_v3_1.pdf for additional information relating to risk categories.

Contractor must maintain minimum insurance coverage for the level of risk for which Contractor provides Products and submit documentation in accordance with the terms of this Contract.

Said insurance shall provide coverage for damages arising from, but not limited to the following:

1) Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
2) Personally, identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form);
3) Privacy notification costs;
4) Regulatory defense and penalties;
5) Website media liability; and
6) Cyber theft of customer’s property, including but not limited to money and securities.

If the policy is written on a claim made basis, Contractor must submit to WCB an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

4. **Workers’ Compensation Insurance & Disability Benefits Coverage** §§ 57 and 220 of the WCL require the heads of all municipal and state entities to ensure that businesses applying for Contracts have appropriate workers’ compensation and disability benefits insurance coverage. These requirements apply to both original Contracts and renewals. Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of any Contract renewal. Proof of workers’ compensation and disability benefits coverage, or proof of
exemption must be submitted to WCB at the time of policy renewal, Contract renewal and
upon request. Proof of compliance must be submitted on one of the following forms designated
by the WCB. **An ACORD form is not acceptable proof of NYS workers’ compensation
or disability benefits insurance coverage.**

Proof of Compliance with the Workers’ Compensation Coverage Requirements:

1. **Form CE-200, Certificate of Attestation for New York Entities With No Employees and
   Certain Out of State Entities, That New York State Workers’ Compensation and/or
   Disability Benefits Insurance Coverage is Not Required**, which is available on the NYS
   Workers’ Compensation Board’s website (http://www.wcb.ny.gov);

2. **Form C-105.2, Certificate of Workers’ Compensation Insurance**, sent to WCB by the
   Contractor’s insurance carrier upon request, or if coverage is provided by the NYS
   Insurance Fund, they will provide Form U-26.3 to WCB upon request from the
   Contractor; or

3. **Form SI-12, Certificate of Workers’ Compensation Self-Insurance**, available from the
   WCB’s Self-Insurance Office, or **Form GSI-105.2, Certificate of Participation in
   Workers’ Compensation Group Self-Insurance**, available from the Contractor’s Group
   Self-Insurance Administrator.

Proof of Compliance with the Disability Benefits Coverage Requirements:

1. **Form CE-200, Certificate of Attestation for New York Entities With No Employees and
   Certain Out of State Entities, That New York State Workers’ Compensation and/or
   Disability Benefits Insurance Coverage is Not Required**, which is available on the
   WCB’s website (http://www.wcb.ny.gov);

2. **Form DB-120.1, Certificate of Disability Benefits Insurance**, sent to WCB by the
   Contractor’s insurance carrier upon request;

3. **Form DB-120.2 – Certificate of Participation in Disability Benefits Group Self-
   Insurance**; or

4. **Form DB-155, Certificate of Disability Benefits Self-Insurance**, available from the
   WCB’s Self-Insurance Office.

An instruction manual clarifying the WCL requirements is available for download at the WCB’s
website, http://www.wcb.ny.gov. Once on the site, click on the Employers/Businesses tab and then
click on Employers’ Handbook.
6.31 TAXES

WCB represents that the purchases on behalf of the State of New York are not subject to any state or local sales or use taxes, or to federal excise taxes.

Contractor remains liable and solely responsible without exemption for Social Security, Unemployment Insurance, Workers’ Compensation and other taxes and obligations to which Contractor may be subject to by law.

§ 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 Department of Taxation and Finance that it is registered to collect NYS and local sales and compensating use taxes, if the Contractor made sales delivered by any means to locations within NYS of tangible personal property or taxable services having a cumulative value in of excess of $300,000, measured over a specified period.

In addition, the Contractor must certify to the Department of Taxation and Finance that each affiliate and subcontractor of such Contractor exceeding such sales threshold during a specified period is registered to collect NYS 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 Department of Taxation and Finance and that the certification is correct and complete.

Accordingly, in the event the value of this Contract exceeds $100,000 and Contractor’s sales delivered by any means to locations within NYS of tangible personal property or taxable services have a cumulative value in excess of $300,000, measured over a specific period, the Contractor must file a properly completed Form ST-220-CA with WCB and a properly completed Form ST-220-TD with the Department of Taxation and Finance before the Contract may take effect. In addition, after the Contract has taken effect, the Contractor must file a properly completed Form ST-220-CA with WCB if the Contract’s term is renewed.

Further, a new Form ST-220-TD must be filed with the Department of Taxation and 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. Further information about this requirement is available at http://www.osc.state.ny.us/agencies/gbull/g222.htm. Contractor agrees to cooperate fully with the State in administering these requirements.

6.32 OUTSTANDING TAX LIABILITIES

Contractor warrants that there are no outstanding tax liabilities against the Contractor in favor of the State of New York, or in the event that such liabilities exist, a payment schedule has been arranged for their speedy satisfaction.
6.33 SECURITY, NON-DISCLOSURE/CONFIDENTIALITY, PRESS RELEASES

The Contract may be terminated by the WCB for cause for a material breach of this section by Contractor.

6.33.1 Security Procedures

Contractor shall comply fully with all security procedures and policies of the State, including but not limited to fingerprinting and background check procedures, which are communicated to the Contractor by the WCB during the performance of the Contract.

Additionally:

- Contractor shall not attach or load any additional hardware or software to State equipment unless authorized by the WCB;
- Contractor shall only use those access rights authorized by the WCB to access NYS confidential or proprietary data;
- Contractor shall only access directories in the WCB’s computer information systems that are expressly made available to Contractor by the WCB;
- Contractor shall take no actions which intrude upon, disrupt or deny services to the WCB’s computer information systems, unless directed by the WCB’s Systems Administrator or his/her designee;
- If Contractor is provided with a WCB-established e-mail account, Contractor shall use the WCB e-mail account established by the WCB for all WCB-related communications and identify itself as “Contractor to the NYS Workers’ Compensation Board”; and
- Contractor shall not to use WCB or State-provided equipment to engage in non-WCB related work or communications.

WCB may, at its sole discretion, require any Contractor employee or subcontractor to execute a confidentiality agreement. Contractor shall indemnify and hold the State harmless from any loss or damage to the State resulting from the violation by the Contractor, its officers, agents, employees, and subcontractors, if any, of such security procedures or policies resulting from any criminal acts committed by such officers, agents, employees, and subcontractors, if any while providing Services under the Contract.

6.33.2 Nondisclosure & Confidentiality

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

- Data or information that is previously rightfully known to the receiving party without restriction on disclosure;
- Data or 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
- Data or information that is independently developed by Contractor without use of Confidential Information of the State.

Contractor shall only provide Confidential Information received from the onset of Contractor’s engagement with the WCB to those individuals having a “need to know” such Confidential Information. Such Confidential Information shall be used only as necessary to fulfill Contractor’s obligations under the Contract. Contractor shall not use the Confidential Information of the WCB or the State for commercial purposes, including but not limited to preparing a bid in relation to the competitive procurement of goods or services by the WCB or the State.

Except as specifically permitted in the Contract, Contractor shall not, at any time, in any fashion, form or manner, either directly, indirectly or accidentally, divulge, disclose, communicate or use, any Confidential Information received, obtained, acquired, directly, indirectly or accidentally, or developed pursuant to or relating to the Contract. Contractor shall not divulge information or methods of accessing State data to any person not authorized by the WCB to obtain such information and/or data.

Contractor shall immediately refer any request for Confidential Information relating to the performance of services for the WCB, regardless of the source, to the WCB to be handled in accordance with applicable federal and State laws.

In the event that Contractor is required to disclose Confidential Information of the WCB by law, regulation or order of a competent authority, Contractor shall give the WCB not less than fifteen (15) business days advance written notice of any such requirement in order that the WCB may seek a restraining order or similar equitable relief or protection which the WCB may deem necessary to protect the subject Confidential Information; and, if still required, such disclosure shall be permitted only to the extent required to comply therewith and Contractor shall request, upon disclosure, such authority to protect the confidentiality of such Confidential Information by protective order or similar restriction against further disclosure.

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

If Contractor breaches, or threatens to breach, the confidentiality and nondisclosure provisions of the Contract, in addition to having its services termination, the WCB and the State of New
York shall have all equitable and legal rights (including the right to obtain injunctive relief) to prevent such breach and/or to be fully compensated (including reasonable attorneys’ fees) for losses or damages resulting from such breach awarded by a court of competent jurisdiction. Contractor acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the confidential or proprietary information identified in the Contract. Contractor employees and subcontractors may be required to sign Confidentiality and Non-Disclosure Agreements either before or upon arrival at the work site or prior to providing services under the Contract.

The nondisclosure provisions of the Contract shall survive termination of the Contract.

6.33.3 Ownership of WCB Information

All WCB information in Contractor’s possession, obtained as a result of its performance of services for the WCB, is at all times the sole property of the WCB. Contractor shall have an affirmative duty to turn over to the WCB all reports, notes, memoranda, notebooks, drawings, and other information made, received, compiled by or delivered to Contractor relating to the provision of services to the WCB, regardless of the source of said information, upon termination of its engagement with the Board.

6.33.4 Press Releases

Contractor agrees that no brochure, news/media/press release, public announcement, memorandum or other information of any kind regarding the Contract shall be disseminated in any way to the public, nor shall any presentation be given regarding the Contract without the prior written approval by the Executive Director or his/her designee, which written approval shall not be unreasonably withheld or delayed provided, however, that Contractor shall be authorized to provide copies of the Contract 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.

6.33.5 Federal or State Requirements

Contractor shall comply with federal and state law and regulations regarding personal, private, and sensitive data.

In the event that it becomes necessary for Contractor to receive Confidential Information, which Federal or State statute or regulation prohibits from disclosure, Contractor hereby agrees to return or destroy all such Confidential Information that has been received from the State when the purpose that necessitated its receipt by Contractor has been completed. In addition, Contractor agrees not to retain any Confidential Information which Federal or State statute or regulation prohibits from disclosure after termination of the Contract.

Notwithstanding the foregoing, if the return or destruction of the Confidential Information is not feasible, Contractor agrees to extend the protections of the Contract for as long as necessary to protect the Confidential Information and to limit any further use or disclosure of that
Confidential Information. If Contactor elects to destroy Confidential Information, it shall use reasonable efforts to achieve the same and notify the WCB accordingly. Contactor agrees that it will use all appropriate safeguards to prevent any unauthorized use or unauthorized disclosure of Confidential Information, which Federal or State statute or regulation prohibits from disclosure.

Contactor shall immediately report to the WCB the discovery of any unauthorized use or unauthorized disclosure of such Confidential Information of any NYS Agency information directly to that NYS Agency. The WCB may terminate the Contract if it determines that Contactor has violated a material term of this section. The terms of this section shall apply equally to Contactor, its agents and subcontractors, if any. Contactor agrees that all subcontractors, if any and agents shall be made aware of and shall agree to the terms of this section.

6.34 CONFIDENTIALITY OF WORKERS’ COMPENSATION AND DISABILITY BENEFITS CLAIMS INFORMATION

The Contactor, its officers, agents, employees, and subcontractors, if any, shall treat all workers’ compensation and disability benefit documents and information that are obtained from the Board as confidential information to the extent required by the laws of the State of New York and the United States, and any regulations promulgated there under. Unauthorized disclosure of personal, confidential, and/or medical information may result in civil and/or criminal penalties under NYS and Federal laws.

WCL § 110-a prohibits any oral description of any Board record as well as the dissemination, release, disclosure, duplication, or publication of Board claim files except in certain limited situations as set forth therein. Pursuant to WCL § 110-a (5), any person found in violation of this statute may be subject to criminal and civil prosecution, and fines, and such violation may form the basis for termination of the contractual arrangement between the Contactor and the Board.

All individually identifiable information relating to any claimant, employer, or insurance carrier shall be held confidential and shall not be disclosed by the Contactor, its officers, agents, employees, and subcontractors, if any, without the prior written approval of the Executive Director of the Board or a designee.

The use of information obtained by the Contactor in the performance of its duties to the Board shall be limited to purposes directly connected with such duties. The Contactor agrees that its officers, agents, employees, and subcontractors, if any, shall not disclose, show, or otherwise make available any portion of the materials or their contents to anyone other than its officers, agents, employees, subcontractors, if any, in connection with the performance of its duties to the Board. The Contactor shall advise the Board of all requests made to the Contactor for information described in this Agreement within twenty-four (24) hours of receipt of such request.
6.35 COMPLIANCE WITH HIPPA (HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996) AND HI-TECH (HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT OF 2009)

To the extent Contractor or its subcontractor(s) create, receive, maintain, or transmit protected health information on behalf of the State pursuant to their responsibilities under this Contract, Contractor and such subcontractors must comply with HIPAA and HI-TECH.

6.36 PUBLIC INFORMATION AND FREEDOM OF INFORMATION LAW (FOIL)

Disclosure of information related to this procurement and the resulting Contract shall be permitted consistent with the laws of the State of New York and specifically FOIL. WCB shall take reasonable steps to protect from public disclosure any records or portions thereof relating to this procurement that are exempt from disclosure under FOIL. Information constituting trade secrets or critical infrastructure information for purposes of FOIL must be clearly marked and identified as such by the Contractor upon submission in accordance with the RFP provisions. If the Contractor intends to request an exemption from disclosure under FOIL for trade secret materials or critical infrastructure information, the Contractor shall at the time of submission, request the exemption in writing and provide an explanation of (i) why the disclosure of the identified information would cause substantial injury to the competitive position of the Contractor, or (ii) why the information constitutes critical infrastructure information which should be exempted from disclosure pursuant to § 87(2) of FOIL. Acceptance of the identified information by WCB does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by WCB.

6.37 LEGAL REQUESTS AND RELEASE OF STATE DATA OR INFORMATION TO THIRD PARTIES PROHIBITED

Except as otherwise required by law, Contractor shall not disclose State data or information to a third party. Except where expressly prohibited by law, Contractor shall promptly notify the State of any subpoena, warrant, judicial, administrative, or arbitral order of an executive or administrative agency or other governmental authority of competent jurisdiction (a “Demand”) that it receives, and which relates to or requires production of the information or data Contractor is processing or storing on WCB’s behalf. If Contractor is required to produce information or data in response to a Demand, Contractor will provide the State with the information or data in its possession that it plans to produce in response to the Demand prior to production of such information or data. Except as otherwise required by law, Contractor shall provide the State reasonable time to assert its rights with respect to the withholding of such information or data from production. If the State is required to produce information or data in response to a Demand, Contractor will, at the State’s request and unless expressly prohibited by law, produce to the State any information or data in its possession that may be responsive to the Demand and shall provide assistance as is reasonably required for the State to respond to the Demand in a timely manner. The State acknowledges that Contractor has no responsibility to interact directly with the entity
making the Demand. The parties agree that the State's execution of this agreement, does not constitute consent to the release or production of State data or information.

6.38 INFORMATION SECURITY BREACH AND NOTIFICATION ACT

Contractor shall comply in all respects with NYS General Business Law (GBL) § 899-aa, “Notification; person without valid authorization has acquired private information.” Any notice required to be given to WCB pursuant to GBL § 899-aa(3) shall be given by Contractor to WCB, as provided in Section 6.17 of this RFP.

In the event that Contractor is advised by a law enforcement agency pursuant to GBL § 899-aa(4) to delay the notice under GBL § 899-aa(3), Contractor shall provide the notice under GBL § 899-aa(3) to the WCB, as provided in Section 6.17 of this RFP, not more than twenty-four hours after Contractor has been advised by the law enforcement agency that notice under GBL § 899-aa(3) can be provided.

6.39 COMPLIANCE WITH NYS INFORMATION SECURITY POLICIES AND STANDARDS

Contractor shall comply fully with the requirements of the Information Security procedures and policies of the State including but not limited to the following:

1. Acceptable Use of Information Technology Resources Policy
2. Information Security Policy
3. Security Logging Standard
4. Information Security Risk Management Standard
5. Information Security Controls Standard
7. Mobile Device Security Standard
8. Remote Access Standard
10. Secure Configuration Standard
11. Secure Coding Standard

ITS Security Policies and Standards may be found at:
http://www.its.ny.gov/tables/technologypolicyindex.htm/security

6.40 RIGHT TO INSPECTION

The State has the right to review Contractor’s procedures, practices and controls related to the security of State data and information assets. Upon request, Contractor will make available for review policies, procedures, practices and documentation related to the protection of State data and information assets, including but not limited to, information related to security governance, network security, risk and compliance management policies and procedures, personnel security background screening/checks and vetting procedures, secure systems/software development
protocols, change/release management, testing, quality assurance, vulnerability management, secure disposal/sanitization and documentation. Contractor may be asked to provide a recent independent audit report on security controls prior to formal awarding of any Contract resulting from this RFP or at any time during the Contract term. The State shall have the right to send its officers and employees to inspect Contractor’s facilities and operations used to provide Contract services. On the basis of such inspection, the State may require Contractor to implement corrective measures where the Contractor is found to be noncompliant with Contract provisions.

6.41 ACCESSIBILITY

Any web-based information and applications development, or programming delivered pursuant to the Contract will comply with NYS Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified, or superseded, which requires that State Agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to NYS Enterprise IT Policy NYS-P08-005 as determined by quality assurance testing. Such quality assurance testing will be conducted by Contractor and the results of such testing must be satisfactory to WCB before web-based information and applications will be considered a qualified deliverable under the Contract or Procurement.

6.42 ETHICS COMPLIANCE

Contractor, its officers, employees, agents, and subcontractors (if any) shall comply with the requirements of Public Officers Law § 73 and § 74, and other NYS codes, rules and regulations establishing ethical standards for the conduct of business with NYS. Failure to comply with these provisions may result in termination of the Contract and/or other civil or criminal proceedings as required by law.

6.43 MOST FAVORABLE TERMS

Contractor agrees that all fees, terms, warranties and benefits provided by the Contractor under the Contract are substantially similar to the best equivalent terms being offered by the Contractor to any present governmental agency for services of similar size, scope and complexity. If during the term of the Contract, the Contractor enters into an arrangement with any other government customer for services of similar size, scope and complexity as the services provided pursuant to the Contract that provides greater benefits or more favorable terms than those under the Contract, then Contractor agrees to amend the Contract to provide the same to WCB.

6.44 TRANSFER/ASSIGNMENT OF CONTRACT

WCB may transfer/assign the Contract to another State Agency or entity at its sole discretion by informing Contractor in writing of such a transfer. Contractor shall execute any documents required to accomplish the transfer/assignment of the Contract. Contractor shall comply with any instructions from WCB to accomplish the transfer/assignment of the Contract at no additional cost to the State.
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Agreement or its right, title, or interest therein, other than its right to receive payment; the right to receive payment may be assigned with the prior written consent of the Board. Prior to an assignment of the right to receive payment pursuant to this Agreement becoming effective, the Contractor shall file a written notice of such assignment simultaneously with the Board and the Comptroller.

All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of the parties hereto to the same extent as if each such successor or assign were named a party hereto.

6.45 PIGGYBACKING

Contractor acknowledges and agrees that, pursuant to State Finance Law § 163(10)(e), the New York State Office of General Services may authorize and approve purchases from contracts let by Contractor to other NYS agencies, the United States Government, or any other state, with the concurrence of the OSC and under appropriate circumstances.

6.46 WAIVER

No term or provision of the Contract shall be deemed waived and no breach excused, unless such waiver or consent is 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 Contract shall constitute consent to, a waiver of, or excuse for any other, different, or subsequent breach. The rights, duties and remedies set forth in the Contract shall be in addition to, and not in limitation of, rights and obligations otherwise available at law or equity.

6.47 CONFLICT OF INTEREST

If during the term of the Agreement and any extension thereof, a Contractor becomes aware of an actual or potential relationship that may be considered a conflict of interest, the Contractor shall notify the Board in writing immediately. Should the Contractor engage any current or former NYS employee as its own employee or as an independent Contractor because of such employee’s knowledge of NYS finances or operations, or any current or former State employee who in the course of his or her State employment had frequent contact with management-level Contractor employees, the Contractor shall immediately notify the Board in writing. Should the Board thereafter determine that such employment is inconsistent with NYS or Federal Law, the Board shall so advise the Contractor, in writing, specifying its basis for so determining, and may request that the employee’s or independent Contractor’s relationship be terminated with respect to the Contractor’s relationship with the Board.

In addition, a Contractor shall not offer any Board employee or agent of the Board any gratuity or benefit without prior written approval of the Board.
6.48 CAPTIONS

The captions contained in this Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

6.49 SEVERABILITY

In the event that one or more of the provisions of the Contract shall for any reason be declared unenforceable by a court of competent jurisdiction under the laws or regulations in force, such provision(s) shall have no effect on the validity of the remainder of the Contract, which shall then be construed as if such unenforceable provision(s) was never contained in the Contract.