



Workers' Compensation Board

Competitive Procurement For:

Document Conversion, Electronic Document Receipt and Data Capture Services - C140424

CONTACT FOR INQUIRIES AND SUBMISSIONS

Issuing Officer – Christopher O'Connor, Contract Management Specialist II

Alternate – Glenn Warnock, Contract Management Specialist I

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) 402-5264.

The WCB procurement website address:

<http://www.wcb.ny.gov/procurements.jsp>

For all methods of delivery:

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: Christopher O'Connor
328 State Street, Room 331-67
Schenectady, NY 12305

CALENDAR OF EVENTS

	Event	Day	Date	Time
1	Release of RFP	Wednesday	9/24/25	
2	Request Date for Notice of Intent to Bid	Wednesday	10/8/25	2:00 pm (ET)
3	Submission of Written Questions Due	Wednesday	10/8/25	2:00 pm (ET)
4	Official Response to Questions Due	Friday	10/17/25	
5	Closing Date for Receipt of Proposals	Monday	11/17/25	2:00 pm (ET)

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SECTION 1 – OVERVIEW

1.1 OBJECTIVE OF REQUEST FOR PROPOSAL

The New York State Workers' Compensation Board ("WCB" OR "Board") 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, Disability benefits, Paid Family Leave (PFL) benefits, Volunteer Firefighters' benefits, and Volunteer Ambulance Workers' benefits.

Workers' compensation benefits provide weekly cash 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.

In furtherance of its mission of ensuring the proper delivery of benefits and promoting compliance with the law, the Board maintains several electronic systems which require document conversion and data capture of documents. WCB receives approximately 9 million documents per year through paper mail and electronic submission; the conversion of these documents into a digital format, usable by WCB systems, and the capture of index field data from them, is critical to WCB operations. Over 50 million digital images are added to WCB systems each year. The WCB is seeking to engage a qualified vendor to perform the necessary document conversion and data capture services in accordance with the specifications set forth in this RFP.

1.2 SUMMARY OF SCOPE OF SERVICES

The WCB is seeking proposals from qualified vendors, authorized to do business in New York State (NYS), to provide document conversion and data capture services for all paper and electronic document submissions.

This RFP, and the appendices and attachments referenced herein, provide specific service requirements, experience requirements, and other pertinent information. The specifications for the engagement and the terms and conditions set forth in this RFP will be incorporated into any resulting contract entered into between WCB and the selected bidder(s).

1.3 ANTICIPATED CONTRACT TERM AND RENEWAL

The term of the Contract shall begin on June 1, 2026, and shall remain in effect for five (5) years, with two optional one-year renewals exercisable at the Board's sole discretion. The period of June

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1, 2026 through December 31, 2026 will be used for transition to a new vendor. If the incumbent vendor is awarded, the contract term will begin on January 1, 2027.

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.

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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.

RFP CALENDAR OF EVENTS				
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1	Release of RFP	Wednesday	9/24/25	
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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

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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 of Events." 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: WCBContracts@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 the 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. If a proposed Contract with the

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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

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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 C - 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

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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 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

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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 Contractor Requirements and Procedures for Participation by New York State-Certified Minority and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

A. 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 (MWBEs) and the employment of minority group members and women in the performance of WCB contracts.

B. Business Participation Opportunities for MWBEs

For purposes of this solicitation, the WCB hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State-certified Minority-owned Business Enterprise

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("MBE") participation and 15% for New York State-certified Women-owned Business Enterprise ("WBE") participation (based on the current availability of MBEs and WBEs). A contractor ("Contractor") on any contract resulting from this procurement ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the respondent agrees that the WCB may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how the WCB will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a Contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the Contract.

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

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

By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the WCB's Issuing Officer of this RFP.

Additionally, a respondent will be required to submit the following documents and information with their bid or upon Contract award as evidence of compliance with the foregoing:

- A. An MWBE Utilization Plan on Form MWBE 100G (APPENDIX D) upon Contract award. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the WCB for review and approval.

The WCB will review the submitted MWBE Utilization Plan and advise the respondent of the WCB's acceptance or issue a notice of deficiency within thirty (30) days of receipt.

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- B. If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the WCB, via email to WCBContracts@wcb.ny.gov, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the WCB to be inadequate, the WCB shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal or withdrawal of the Contract award.

The WCB may disqualify a respondent as being non-responsive or withdraw the Contract award under the following circumstances:

- a) If a respondent fails to submit an MWBE Utilization Plan;
- b) If a respondent fails to submit a written remedy to a notice of deficiency;
- c) If a respondent fails to submit a request for waiver; or
- d) If the WCB determines that the respondent has failed to document good faith efforts.

The successful respondent will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the WCB, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful respondent will be required to submit a quarterly M/WBE Contractor Compliance & Payment Report to the WCB, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

C. 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.

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The respondent will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, APPENDIX D, to the WCB with its bid or proposal.

If awarded a Contract, respondent shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by the WCB on a quarterly basis during the term of the Contract.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

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

A. 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 (WCB) 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.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

I. Contract Goals

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- A. WCB hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder should reference the directory of New York State Certified SDVOBs found at <https://ogs.ny.gov/Veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to WCBContracts@wcb.ny.gov. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at (518) 474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract.

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR §252.2 (i), Bidders are required to submit a completed SDVOB Utilization Plan (APPENDIX D) upon Contract award.
- B. The Utilization Plan shall list the SDVOBs the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a Contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the WCB.
- C. The WCB will review the submitted SDVOB Utilization Plan and advise the Contractor of the WCB's acceptance or issue a notice of deficiency within twenty (20) days of receipt.
- D. If a notice of deficiency is issued, Contractor agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to the WCB a written remedy in response to the notice of deficiency. If the written remedy submitted is not timely or is found by the WCB to be inadequate, the WCB shall notify the Contractor and direct the Contractor to submit, within five (5) business days of notification by the WCB, a request for a partial or total waiver of SDVOB participation goals on Form SDVOB 200, Application for Waiver of SDVOB Participation Goal.

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- E. The WCB may disqualify a Bidder's proposal as being nonresponsive or withdraw the Contract award under the following circumstances:
 - a. If a Bidder fails to submit an SDVOB Utilization Plan;
 - b. If a Bidder fails to submit a remedy to a notice of deficiency;
 - c. If a Bidder fails to submit a request for waiver; or
 - d. If the WCB determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB Contract goals set forth above.
- G. Contractor further agrees that a failure to use SDVOBs as agreed in the SDVOB Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the WCB shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request for Waiver

- A. **Prior to submission of a request for a partial or total waiver, contractor shall speak to the Contracts Office at the WCB for guidance. Waiver requests must be sent to the WCB at WCBContracts@wcb.ny.gov.**
- B. In accordance with 9 NYCRR §252.2 (m), a Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in Section IV. Required Good Faith Efforts may submit a request for a partial or total waiver on Form SDVOB 200, Application for Waiver of SDVOB Participation Goal accompanied by supporting documentation. A Contractor may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the WCB at that time, the provisions of II. SDVOB Utilization Plan (C), (D), and (E) above will apply. If the documentation included with the Contractor's waiver request is complete, the WCB shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. The Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the WCB but must be made no later than prior to the submission of a request for final payment on the Contract.

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- D. If the WCB, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report Form SDVOB 101 determines that the Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regard to such noncompliance, the WCB may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for a partial or total waiver of SDVOB Contract goals.

IV. Required Good Faith Efforts

In accordance with 9 NYCRR §252.2 (n), Contractors must document their good faith efforts toward utilizing SDVOBs on the contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- A. Copies of solicitations to SDVOBs and any responses thereto.
- B. Explanation of specific reasons each SDVOB that responded to Contractor's solicitation was not selected.
- C. Dates of any pre-bid, pre-award or other meetings attended by the Contractor, if any, scheduled by the WCB with certified SDVOBs whom the WCB determined were capable of fulfilling the SDVOB goals set in the contract.
- D. Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- E. Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR §252.2 (q), the Contractor is required to report SDVOB Contractor Compliance monthly, to the WCB, during the term of the Contract for the preceding month's activity, documenting progress made toward achieving the Contract SDVOB goals.

This information must be submitted using form SDVOB 101 and should be completed by the Contractor and submitted to the WCB by the 10th day of each month during the term of the Contract for the preceding month's activity to WCBContracts@wcb.ny.gov.

2.2.17 Vendor Assurance of No Conflict of Interest or Detrimental Effect

Bidders must complete and return with its Proposal, the Vendor Assurance of No Conflict of Interest or Detrimental Effect form, ATTACHMENT F. Any Bidder awarded a contract under this RFP will have an on-going obligation to inform the Board of any actual or apparent conflicts of interest. This disclosure obligation is a continuing requirement.

In conjunction with any authorized subcontract under a resulting contract, the Contractor shall obtain and deliver to the Board, prior to entering into such a subcontract, a Vendor Assurance of No Conflict or Detrimental Effect form in the form annexed to the RFP as ATTACHMENT F,

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completed and signed by an authorized executive or legal representative of the subcontractor. The Contractor shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting or sub-subcontracting agreement, obtain and deliver to the Board a completed and signed Vendor Assurance of No Conflict of Interest or Detrimental Effect form in the from annexed to the RFP as ATTACHMENT F for each of the subcontractor's subcontractors prior to entering into a sub-subcontract.

2.2.18 Executive Order No. 16 Certification

On March 17, 2022, Governor Kathy Hochul issued Executive Order No. 16, which stated that “[a]ll Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” On March 24, 2022, the United States, in coordination with the European Union and the Group of Seven (G-7), imposed sanctions on an additional 400 Russian individuals and entities. The federal sanctions include efforts to block moves by Russian entities and individuals to evade the sanctions imposed or to use international reserves. Executive Order No. 16 is intended to ensure that New York State is not entering into contracts with entities conducting business in Russia and thereby indirectly supporting Russia's unjustified war against the Ukrainian people. Bidders must certify compliance by signing and returning ATTACHMENT G, EO 16 Certification.

SECTION 3 – CONTRACTOR AND SERVICE REQUIREMENTS

3.1 MINIMUM BIDDER ELIGIBILITY REQUIREMENTS AND DESIRED REQUIREMENTS

3.1.1 Minimum Bidder Eligibility Requirements

To be eligible for award, Bidders must meet the minimum eligibility requirements set forth below. Failure to meet all the requirements below will result in Bidder's proposal being deemed non-responsive and eliminated from consideration.

1. Bidder must be authorized to do business in NYS, or have filed an application for authority to do business in NYS with the NYS Secretary of State at time of bid submission. Such application must have been approved prior to Contract Award;
2. Bidder must have operated one or more imaging facilities that collectively process at least 25 million digital images per year for 5 years or more. That processing must include the conversion of paper and electronic documents to digital images and the capture of multiple index fields per document. Bidder must affirm that it met performance standards for timeliness and quality for both conversion and data capture for these engagements.

3.1.2 Desired Requirements

The Board desires that the that Bidder's Primary Operating Facility be located within 25 miles of the locations where paper documents are located and will require pick up:

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- the Binghamton State Office Building, 44 Hawley Street, Binghamton, NY 13901;
- WCB USPS Post Office Boxes at the Binghamton USPS; and
- WCB USPS Post Office Boxes at the Endicott USPS.

3.2 SERVICE REQUIREMENTS

Contractor shall be responsible for providing Document Conversion, Electronic Document Receipt, and Data Capture services as described in the Board's Business Requirements Document ("BRD"), Appendix B.

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 should 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 2:00 p.m. ET 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.
2. Bidder must submit ATTACHMENT H, "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.
6. Bidder must submit their proposal either:
 - 1) On a USB thumb drive containing the completed ATTACHMENT H, Administrative Volume, Technical Volume, and Cost Volume files in an envelope labeled with the Bidder's name and "NYS Workers' Compensation Board, Document Conversion RFP, C140424"; or
 - 2) Via an electronic copy of the completed ATTACHMENT H, 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, Document Conversion RFP, C140424."

The completed ATTACHMENT H, Administrative Volume and Technical Volume must be submitted as separate documents in PDF format. The Cost Volume must be submitted in the Excel format of ATTACHMENT I.

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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

Bidder must submit ATTACHMENT H, Bidder's Certified Statements, which includes information regarding the Bidder. ATTACHMENT H must be signed by an individual authorized to bind the Bidder contractually. Bidder must 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 H. **Failure to include ATTACHMENT H may result in Bidder's proposal being considered non-responsive.**

4.2.1 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.

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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 should submit a pdf of Volume I, on the thumb drive or via email, as referenced in Section 4.1, "General Procedures." This volume should 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 should comply with the following requirements:

1. The Volume I pdf should be named "*Administrative Volume - Volume I*";
2. Volume I should 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 should 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, should 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 should include a pdf of the following required materials, completed by the individual(s) who signed the Attachment H and is 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 D);
5. Affirmation of Understanding and Agreement with Sexual Harassment Prevention Policy and Training (ATTACHMENT E).
6. Vendor Assurance of No Conflict of Interest or Detrimental Effect form (ATTACHMENT F)
7. Executive Order No. 16 Certification (ATTACHMENT G)
8. A statement, signed by the individual who signed the Cover Letter, affirming that the Bidder meets Minimum Bidder Eligibility Requirement #2 in Section 3.1, which includes

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the name and contact information of the entity(ies) for whom the Bidder performed such services. WCB will contact each entity listed to confirm the accuracy of the information provided.

4.4 TECHNICAL VOLUME - VOLUME II

The Bidder should submit a pdf of Volume II on the thumb drive or via email, as referenced in Section 4.1, "General Procedures." This volume should contain complete and thorough responses to the requests for information set forth below, in Section 4.4.2, "Responses."

4.4.1 Format

Volume II should comply with the following requirements:

1. The Volume II pdf should be named "*Technical Volume - Volume II*";
2. Volume II should 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 should include technical responses to the requests for information in Section 4.4.2 to provide information for scoring;
4. Volume II should clearly identify any attachments or other documents with the Bidder's name and the words "*NYS Workers' Compensation Board, Document Conversion RFP C140424 – Technical Volume - Volume II*"; and
5. Volume II contents, including any supporting illustrations and photographs, should 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 should include the following sections that correspond with the requirements set forth in the BRD as referenced in Section 3.2 of this RFP.

Volume II should contain the following information:

1. The proposed geographic locations of the Primary Operating Location and the Disaster Recovery Location;
2. Estimated number of miles driven daily to meet the Transportation requirements specified in Appendix B, 3(A);
3. A detailed description of the proposed approach (including process, technology and staffing) for intake, screening, and prep of paper documents, including a description of the proposed Inventory Control System;
4. A detailed description of the proposed approach (including process, technology and staffing) for intake, screening, and prep of electronic documents;

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5. A detailed description of the proposed approach (including process, technology and staffing) for conversion and quality assurance of paper and electronic documents to digital images;
6. A detailed description of the proposed approach (including process, technology and staffing) for capture and quality assurance validation of index field data;
7. A description of the proposed approach for receiving and processing reconversion requests;
8. A description of the proposed approach for receiving and processing hard copy return requests;
9. A description regarding how the requirements for the Web/Cloud based portal will be met, as well as the proposed workflow.
10. A description of the proposed approach for submitting and processing destruction authorization requests;
11. A description of the proposed approach for report delivery;
12. A description of the proposed approach for implementation, including a milestone-level project plan and the major tasks required to achieve each milestone;
13. A description of the proposed approach to procedure documentation and training;
14. Identification of key personnel and explanation of how the proposed candidate meets or exceeds the minimum qualifications as identified in the BRD Section 13, Personnel Requirements;
15. Indicate whether any subcontractors will be used for any portion of the work and their proposed role. Identify such contractors if known; and
16. A description of any previous work experience with New York State or other government entities.

4.5 COST VOLUME - VOLUME III

The Bidder should submit a pdf of Volume III, as well as the Excel file, on the thumb drive or via email, as referenced in Section 4.1, "General Procedures."

4.5.1 Format

Volume III should 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 I of this RFP); and
2. The Volume III excel file should be named "*Cost Volume - Volume III.*"

4.5.2 Cost Components

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Bidder **must** submit a completed and sign ATTACHMENT I ("Fee Proposal – Document Conversion, Electronic Document Receipt and Data Capture 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 I. No modifications or changes should be made to ATTACHMENT I.**

The document conversion and data capture services, defined in the BRD, shall be priced as follows:

- A. Conversion of paper documents to digital images: Per image delivered to WCB;
- B. Conversion of electronic documents to digital images: Per image delivered to WCB;
- C. Return of paper documents to sender: Per document returned;
- D. Return of electronic documents to sender; Per document returned;
- E. Index field data capture for paper incoming mail and electronic documents: Per document delivered to WCB;
- F. Index field data capture for paper case folders: Per document delivered to WCB;
- G. Cost of implementation services per milestone as described in Section 9 of the BRD, Implementation Services;
- H. Hourly Rate for Business Analysis;
- I. Hourly Rate for Development; and
- J. Reimbursement rate for transportation, per mile.

The Bidder must guarantee all proposed costs for the full contract term.

The fees shall not be increased during the first five (5) 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.

SECTION 5 – METHOD OF EVALUATION

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5.1 AWARD OBJECTIVES

This is a competitive procurement that will result in the award of a contract for Document Conversion, Electronic Document Receipt and Data Capture Services. The objective of the evaluation is to ensure that:

- The Bidder(s) selected represent 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 responsive and responsible Bidders' proposals for all the requirements specified in this RFP.

The following weighting criteria will be applied to each proposal:

Technical Volume	60%
Cost Volume	40%

There will be no points awarded for the Administrative Proposal.

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.

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 2:00 p.m. ET 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

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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 or 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 200 p.m. ET 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(s) to the highest-ranked Bidder(s), 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(s) to begin. The final Contract(s) is subject to approval by the Office of the Attorney General and the OSC and is not binding until such approval is received.

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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 begin on June 1, 2026, and shall remain in effect for five (5) years, with two optional one-year renewals exercisable at the Board's sole discretion. The period of June 1, 2026 through December 31, 2026 will be used for transition to a new vendor. If the incumbent vendor is awarded, the contract term will begin on January 1, 2027.

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 Office of the New York State Attorney General (OAG) and the New York State Office of the State Comptroller (OSC).

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 OAG and OSC. The State of New York is not liable for any cost incurred by the Contractor 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 Contractor'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. If 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.

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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 June 2023;
- B. Second: Any Amendments to the Contract and any Personnel Request Documents issued to the Contractor;
- C. Third: The Execution Document;
- D. Fourth: WCB Request for Proposal No. C140424, entitled, "Document Conversion, Electronic Document Receipt and Data Capture RFP," 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

A. 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.

B. 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 qualifications, experience, management and technical expertise of the Contractor and its personnel.

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6.7 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.

6.8 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.

6.9 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

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judgment, that such substantial change adversely affects the delivery of Services or is otherwise not in the best interests of the State.

6.10 VENDOR RESPONSIBILITY

A. Continuing Vendor Responsibility

The Contractor shall continuously remain responsible during the term of the Contract. Upon request by the WCB, the Contractor agrees to present evidence of its continuing legal authority to do business in NYS, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Suspension of Work (for Non-Responsibility)

The WCB reserves the right to suspend any or all activities under this Contract, at any time, if the WCB 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 shall comply with the terms of the suspension order. Contract activity may resume upon written notice by the WCB authorizing a resumption of performance under the Contract.

C. 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 WCB at the Contractor's expense where the Contractor is determined by the WCB to be non-responsible. In such event, the WCB may complete the contractual requirements in any manner the WCB deems advisable and pursue available legal or equitable remedies for breach.

6.11 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. If 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 such subcontract must be provided if requested by the WCB.

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When requesting consent of the WCB to subcontract any of its duties and responsibilities under this Agreement, 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.

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 approved subcontract, once executed by the Contractor and the subcontractor, shall be furnished to the WCB, upon request, within thirty (30) days of such request.

Contractor shall be fully responsible to WCB for the acts and omissions of, and the performance of 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.

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6.12 EMPLOYMENT REPORTING REQUIREMENTS

To the extent that this is a consulting services contract as described in §163(14)(d) of the NYS Finance Law (SFL), Contractor shall comply with all WCB requests and requirements related to reporting under §163(4)(g) of the SFL. Furthermore, all subcontracts entered into by Contractor for purposes of performing the Contract shall contain a provision whereby subcontractors agree to comply with WCB requests and requirements related to reporting under §163(4)(g) of the SFL. Reports and forms filed by Contractor pursuant to this section shall be available for public inspection and copying under the provisions of the Freedom of Information Law (FOIL).

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 personal delivery;
- By expedited delivery service; or
- By e-mail.

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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: Christopher O'Connor
328 State Street, Room 331-67
Schenectady, NY 12305
Telephone Number: (518) 402-5264
Email Address: WCBContracts@wcb.ny.gov

For Contractor:

[Name]
[Title]
[Street Address]
[City, State, Zip code]
Telephone Number: ()
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 submitted in the Contractor's Fee 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.

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:

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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.

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

A. 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.

B. 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

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entity.

C. 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.

D. Personnel Eligible for Employment

Contractor warrants and represents that all any 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.

E. 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.

F. 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 6.25 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.

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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 WCB may 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.

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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

A. 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.

B. 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.

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C. 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.

D. 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.

E. Termination Notice

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

F. 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.

G. 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 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

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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.

6.26 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. If 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.

6.27 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.

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6.28 TRANSITION

A. 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.

B. 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.

C. 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.

D. 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.

E. Compensation for Transition Services

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

F. 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.

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6.29 INSURANCE

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 Insurance Service Office's (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

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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 system of Contractor's subcontractor, if any, 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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Data Breach and Privacy/Cyber Liability		
Software		\$1,000,000
Hardware		\$1,000,000
Cloud *	Low Risk	\$2,000,000
	Moderate Risk	\$5,000,000
	High Risk	\$10,000,000
Implementation		\$1,000,000
<p>* 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.</p> <p>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.</p>		

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

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

If the policy is written on a claims 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.**

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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 (9/07), *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; or
3. Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the WCB's Self-Insurance Office.

Additional information regarding the WCL requirements is available at the WCB's website, <http://www.wcb.ny.gov>. Once on the site, click on the Employers/Businesses tab.

Should the Contractor engage a subcontractor, the Contractor shall endeavor to impose the insurance requirements of this document on the subcontractor, as applicable. Required insurance limits should be determined commensurate with the work of the subcontractor. An Additional Insured endorsement evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and shall be provided to the Board upon request. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the Additional Insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required pursuant to this section had the subcontractor obtained insurance policies to provide such defense and indemnity. Proof of insurance or self-insured status shall be supplied to the Board.

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6.30 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 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.

6.31 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.

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6.32 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.

A. 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 the Contractor 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.

The foregoing shall apply to Contractor, its officers, agents, employees, and subcontractors. Contractor shall be responsible for ensuring that its officers, agents, employees, and subcontractors are made aware of such terms.

WCB may, at its sole discretion, require any Contractor employee or subcontractor to execute Confidentiality and Non-Disclosure Agreements either before or upon arrival at the work site or prior to providing services under the Contract. 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.

B. 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

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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, written or electronic).

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.

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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.

C. 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.

D. 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 WCB, 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.

E. Federal or State Requirements

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

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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 Contractor elects to destroy Confidential Information, it shall use reasonable efforts to achieve the same and notify the WCB accordingly. Contractor 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.

Contractor 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 Contractor has violated a material term of this section. The terms of this section shall apply equally to Contractor, its agents and subcontractors, if any. Contractor agrees that all subcontractors, if any and agents shall be made aware of and shall agree to the terms of this section.

6.33 CONFIDENTIALITY OF WORKERS' COMPENSATION AND DISABILITY BENEFITS CLAIMS INFORMATION

The Contractor, 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 Contractor 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 Contractor, its officers, agents, employees, and subcontractors, if any, without the prior written approval of WCB.

The use of information obtained by the Contractor in the performance of its duties to the Board shall be limited to purposes directly connected with such duties. The Contractor agrees that its officers, agents, employees, and subcontractors, if any, shall not disclose, show, or otherwise make

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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 Contractor shall advise the Board of all requests made to the Contractor for information described in this Agreement within twenty-four (24) hours of receipt of such request.

6.34 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
6. Sanitization/Secure Disposal Standard
7. Mobile Device Security Standard
8. Remote Access Standard
9. Secure System Development Life Cycle 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>

6.35 COMPLIANCE WITH HIPAA (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 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.

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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 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.

6.39 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

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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.

6.40 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.

Any public facing web-based information and applications development, or programming delivered pursuant to the Contract will comply with New York State Information Technology Standard, NYS-S16- 001 ("*New York Universal Web Navigation*" - see: see <https://its.ny.gov/tables/technologypolicyindex>) and NYS Branding Guidelines as such policy and standard may be amended, modified or superseded, which requires that State Agency web-based information and applications are accessible to persons with disabilities.

6.41 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.

6.42 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.

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6.43 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.

6.44 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.

6.45 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.

6.46 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.

NYS WORKERS' COMPENSATION BOARD
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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.

6.47 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.

6.48 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.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

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

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

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

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

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

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

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

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

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Appendix B – Business Requirements Document (BRD)

1. Definitions

A. Line of Business Definitions

The Document Ingestion & Transmission Services described in this BRD shall be applicable to five (5) distinct WCB lines of business:

- i. **Claims** - Workers' Compensation provides cash benefits and/or medical care for workers who are injured or become ill as a direct result of their job. WCB maintains an electronic case folder for each claim filed and accepts approximately twenty-two hundred (2200) different Incoming Form IDs for this line of business. An estimated annual volume of the top one hundred twenty-five (125) Incoming Form IDs is included in Section 19;
- ii. **Compliance** – Most NYS employers are required to carry workers' compensation and disability benefits insurance coverage. WCB maintains an electronic employer folder for each employer to ensure that those who are required to carry coverage do so and accepts approximately three hundred (300) different Incoming Form IDs for this line of business. An estimated annual volume of the top fifty (50) Incoming Form IDs is included in Section 19;
- iii. **Paid Family Leave (PFL)** - Paid Family Leave provides job-protected, paid time off to bond with a child, care for a family member with a serious health condition or assist loved ones when a family member is deployed abroad on active military service. WCB maintains an electronic case folder for a subset of claims filed and accepts approximately fifty-two (52) Incoming Form IDs for this line of business. An estimated annual volume of the top ten (10) Incoming Form IDs is included in Section 19;
- iv. **Disability Benefits (DB)** - Disability Benefits provides cash benefits to replace, in part, wages lost due to injuries or illnesses that do not arise out of or in the course of employment. WCB maintains an electronic case folder for claims designated as liability of Special Funds or Claims where the claimant has requested review of an employers/insurers DB rejection. WCB accepts approximately one hundred fifty (150) Incoming Form IDs for this line of business. An estimated annual volume of the top ten (10) Incoming Form IDs is included in Section 19; and
- v. **Discrimination (DC)** –Discrimination provides employees who are allegedly discriminated by way of discharge or failure to be reinstated, or in any other manner discriminated against as to his or her employment because such employee has claimed or attempts to claim compensation. This also applies to those who may testify at a Workers' Compensation hearing. WCB determines restoral to employment or otherwise restoral to the position or privileges he or she would have had but for the discrimination. Additionally, the claimant shall be compensated by his or her employer for any loss of compensation arising out of such discrimination together with such fees or allowances for services rendered by an attorney or licensed representative as determined by the board. WCB maintains an electronic case folder and accepts approximately twenty-five (25) Incoming Form IDs for this line of business. An estimated annual volume of the top five (5) Incoming Form IDs is included in Section 19.

Please note that the estimated volumes are provided for informational purposes only and are not intended to be an exhaustive list of all Form IDs or a representation as to the volume of work that Contractor will receive under the Contract. There is no guaranteed volume of work that will be provided to Contractor under the Contract.

B. Receipt Method Definitions

The Document Ingestion & Transmission Services described in this BRD shall be applicable to three (3) distinct receipt methods. The table at the end of this section includes an estimated annual volume for each receipt method. These volumes are provided for informational purposes only and are not intended to be a representation as to the volume of work that Contractor will receive under the Contract. There is no guaranteed volume of work that will be provided to Contractor under the Contract.

- i. **Paper Document** – document received or archived by WCB that is in physical, hardcopy format.
 - **Incoming Mail** – new document received by WCB for ingestion into an electronic case folder or electronic employer folder. Anticipated average volume of 240,075 papers per WCB business day; and
 - **Checks** – checks received by WCB for payment of penalties that are mailed to the QA Manager for internal routing at WCB.
- ii. **Electronic Document** – document received by WCB that is not in physical, hardcopy format. WCB receives electronic documents by three (3) different methods:
 - **E-Mail** – anticipated average volume of 43,561 pages per WCB business day;
 - **Secure File Transfer Protocol** – anticipated average volume of 32,027 pages per WCB business day; and
- iii. **Secure Document Upload** – anticipated average volume of 15,876 pages per WCB business day.

C. Work Packages

The Document Ingestion & Transmission Services described in this BRD shall be measured in six (6) distinct work packages:

- i. **Box** - group of paper documents. A box shall be no larger than 10” x 12” x 24” and may contain one or more folders;
- ii. **Folder** – group of paper documents with the same Delivery Date, Receive Date and Transmit Date. A folder shall contain no more than two hundred (200) documents;
- iii. **Batch** – group of paper or electronic documents with the same Delivery Date, Receive Date and Transmit Date. For paper documents, one batch shall correspond to one physical folder of documents. For electronic documents, one batch shall contain no more than two hundred (200) documents;
- iv. **Document** – form or other piece of correspondence consisting of one (1) or more papers (for paper documents) or pages (for electronic documents). A single paper or electronic document may become one or more converted documents after it has been processed by the Contractor in conformance with the requirements of this BRD;
- v. **Paper** – physical, hardcopy piece of paper that is part of a paper document. A paper may

be simplex (one-sided) or duplex (two-sided) and have a corresponding number of pages; and

- vi. **Page** – one side of a physical, hard copy piece of paper or one image of an electronic document. Each page shall become a separate digital image in a converted document after it has been processed by the Contractor in conformance with the requirements of this BRD. WCB shall be invoiced for each page delivered as a digital image but not for any page used to facilitate processing (e.g.; Batch Cover Sheets, Document Separator Sheets, etc.).

As used in this BRD the term “Delivery Date” shall mean the date of delivery of the document (e.g. for paper documents the delivery date will be the date the document is delivered to the PO Box); “Received Date” shall mean the date the document is received by the Contractor (e.g. for paper documents the received date will be the date that the document is picked up by Contractor from the PO Box); and “Transmit Date” shall mean the date the resulting converted documents and index field data are transmitted to the WCB.

- D. **Converted Document** – term shall be used to refer to documents after processing by the Contractor in conformance with the requirements of this BRD. The table below represents the annual count of converted documents for calendar year 2024.

Receipt Method		Documents	Papers	Pages
Paper	Incoming Mail	2,926,449	4,740,933	18,393,239
Paper	Case Folder (Opens)	94	10	139
Electronic	Fax	992,474	655,740	4,533,824
Electronic	E-Mail	2,947,768	6,162,148	16,352,014
Electronic	Secure File Transfer Protocol	1,724,000	3,484,196	10,535,712
Electronic	Web Upload	794,147	2,177,389	4,240,052

2. Performance Standards

A. Paper Documents

The Contractor shall record the date and time paper documents are received at its Primary Operating Facility (“Delivery Date/Time”) in conformance with Requirements 3(B)(vi) and 3(B)(vii) and transmit the resulting converted documents and index field data to WCB (“Transmit Date/Time”):

- i. On or before 4:00:00 PM ET on the third subsequent WCB business day; or
- ii. On or before 4:00:00 PM ET on the next WCB business day if the paper documents are identified as a “Hot Box” request.

B. Electronic Documents

The Contractor shall record the date and time electronic documents are received and confirmed (“Delivery Date/Time”) in conformance with Requirements 4(B)(vi) and 4(B)(vii) and transmit the resulting converted documents and index filed data to WCB (“Transmit Date/Time”) on or before 4:00:00 PM ET on the second subsequent WCB business day.

C. Additional Performance Standards & Performance Credits

Additional performance standards the Contractor shall meet are defined throughout this BRD. Applicable performance credits, which may be imposed by WCB in response to Contractor's failure to meet any performance standard set forth in the Contract, are set forth in Section 16 of this BRD.

3. **Paper Document Ingestion Services**

Except as provided for in Section 12, Contractor shall ingest paper documents consistently and without interruption, in conformance with the following requirements and performance standards:

A. Transportation

Contractor shall provide transportation services between its Primary Operating Facility (and/or its Disaster Recovery Facility) and various locations where paper documents are located. As such, it is desired that Primary Operating Facility be located within 25 miles of the locations where paper documents are located. The Contractor shall:

- i. At a minimum of once per WCB business day, at a time mutually agreed to by the parties, pick up paper documents from WCB's Quality Assurance (QA) Facility, located at the Binghamton State Office Building, 44 Hawley Street, Binghamton, NY 13901 and transport to the Contractor's Primary Operating Facility (and/or Disaster Recovery Facility). WCB reserves the right to relocate this QA facility upon reasonable notice to the Contractor. WCB staff shall batch and inventory all paper documents prior to pick up and the Contractor shall sign a manifest to confirm receipt of said batches upon pick up at this QA facility;
- ii. At a minimum of twice per WCB business day, at a time mutually agreed to by the parties, pick up paper documents from the designated WCB USPS Post Office Boxes at the Binghamton USPS and transport to the Contractor's Primary Operating Facility (and/or Disaster Recovery Facility). WCB reserves the right to relocate these Post Office Boxes or open additional Post Office Boxes at a different location upon reasonable notice to the Contractor;
- iii. At a minimum, once per WCB business day, at a time mutually agreed to by the parties, pick up paper documents from the designated WCB USPS Post Office Boxes at the Endicott USPS and transport to the Contractor's Primary Operating Facility (and/or Disaster Recovery Facility). WCB reserves the right to relocate these Post Office Boxes or open additional Post Office Boxes at a different location upon reasonable notice to the Contractor;
- iv. At a minimum, once per WCB business day, at a time mutually agreed to by the parties, transport paper documents, routed to the WCB Quality Control Manager, to WCB's QA Facility. Such transport shall be in conformance with Requirement 3(B)(ix);
- v. At a minimum, once per WCB business day, at a time mutually agreed to by the parties, transport paper documents, where hard copy return has been requested, to WCB's QA Facility. Such transport shall be in conformance with Section 3(A);
- vi. At a minimum, once per WCB business day, at a time mutually agreed to by the parties, transport paper documents, where quality assurance evaluation has been requested, to WCB's QA Facility. Such transport shall be in conformance with Section 6(D);
- vii. Load and unload all paper documents at each location on each transportation run;
- viii. Implement commercially reasonable safeguards to prevent loss of or damage to paper

documents in the Contractor's possession and immediately notify the WCB Quality Control Manager in the event a box of paper documents is lost or damaged. Section 16 sets forth the performance credit WCB may assess for the Contractor's failure to meet this standard;

- ix. Immediately notify the WCB Quality Control Manager, by e-mail, if the Contractor is unable to complete a transportation run in conformance with Requirements 3(A)(i), 3(A)(ii), 3(A)(iii), 3(A)(iv), 3(A)(v) and 3(A)(vi). Section 16 sets forth the performance credit WCB may assess for the Contractor's failure to meet this standard; and
- x. Perform all transportation services in full conformance with all applicable Federal, State, and local laws and regulations. WCB shall not be liable for any expenses incurred by the Contractor as a result of any violation or alleged violation of a Federal, State, or local law or regulation.

B. Document Intake, Screening & Prep

The Contractor shall inventory and prep all paper documents for paper-to-image conversion at its Primary Operating Facility (and/or its Disaster Recovery Facility). The Contractor shall:

- i. Maintain an Inventory Control System (ICS) to facilitate the storage, retrieval and destruction of all paper documents that are in its possession. The ICS shall be accessible to designated WCB staff to view the status of documents and batches. It is desirable for the ICS to be part of an integrated online application;
- ii. Assign a unique, 10-character Document Control Number (DCN) to identify each individual paper document within the ICS in conformance with general guidelines. Such guidelines shall be developed and mutually agreed to by the parties following execution of the Contract. Notwithstanding, WCB shall have the final approval of the guidelines;
- iii. Assign an Incoming Form ID to each individual paper document within the ICS in conformance with general guidelines and form-specific guidelines that may include, but not be limited to: selecting a controlling Incoming Form ID when multiple forms are received in the same paper document, which may vary for the same Incoming Form ID depending on the combination of forms received. Such guidelines shall be developed and mutually agreed to by the parties following execution of the Contract. Notwithstanding, WCB shall have the final approval of the guidelines;
- iv. Assign a unique, 17-character Batch Identification Number (BIN) and 1-character Batch Type to identify each batch of paper documents within the ICS in conformance with general guidelines that may include, but not be limited to: assigning the same BIN to all paper documents in the same physical box. Such guidelines shall be developed and mutually agreed to by the parties following execution of the Contract. Notwithstanding, WCB shall have the final approval of the guidelines;
- v. Assign identifying characteristics to each batch of paper documents within the ICS so that the applicable box and folder can be identified if needed for hard copy return, quality assurance evaluation or paper-to-image reconversion;
- vi. Assign paper documents received at its Primary Operating Facility (and/or Disaster Recovery Facility) on a WCB business day prior to 1:00:00 PM ET, a Delivery Date/Time of that day at 1:00:00 PM ET, and those received on a WCB business day after 1:00:00 PM ET, a Delivery Date of the following WCB business day at 1:00:00 PM ET;
- vii. Assign paper documents received at its Primary Operating Facility (and/or Disaster Recovery Facility) on a non-WCB business day, a Delivery Date/Time of the following WCB business day at 1:00:00 PM ET;
- viii. Assign paper documents received at its Primary Operating Facility (and/or Disaster

- Recovery Facility) a Receive Date of that day unless the Receive Date has already been assigned by WCB;
- ix. Screen paper documents for (1) routing to the WCB Quality Control Manager; (2) return to sender (ex. when an outdated form is received), including a cover letter provided by the WCB stating the reason for the return; (3) paper-to-image conversion; or (4) discard in conformance with general and form-specific guidelines that may include, but not be limited to: routing documents in foreign languages to the WCB Quality Control Manager for translation, routing miscellaneous correspondence (including documents where the Incoming Form ID cannot be identified or no index fields can be captured) to the WCB Quality Control Manager for handling, discarding blank or instruction pages, and returning obsolete or outdated versions to senders. Such guidelines shall be developed and mutually agreed to by the parties following execution of the Contract. Notwithstanding, WCB shall have the final approval of the guidelines. It is desirable for this screening to be implemented in an automated fashion with limited manual intervention to promote consistent work product;
 - x. Route screened paper documents to the WCB Quality Control Manager, on or before 4:00:00 PM ET on the next WCB business day, in conformance with Requirement 3(A)(iv). There shall be no charge to WCB for paper documents routed to the WCB Quality Control Manager;
 - xi. Return screened paper documents to sender, on or before 4:00:00 PM ET on the fifth subsequent WCB business day, accompanied by a message that shall be mutually agreed to by the parties following the execution of the Contract. Notwithstanding, WCB shall have final approval of the message. All papers received together from the same sender shall be considered one document for the purpose of returning to that sender; and
 - xii. Prep screened paper documents for paper-to-image conversion in conformance with general and form-specific guidelines, which may include, but shall not be limited to: removing documents from the boxes; removing tape, staples, paper clips, or other fasteners; placing coversheets at the end of the document; separating documents; stamping documents with identifying information; and restacking documents per business rules.. Some of the business rules may vary for the same Incoming Form ID depending on the combination of documents received and the receipt method. Such guidelines shall be developed and mutually agreed to by the parties following execution of the Contract. Notwithstanding, WCB shall have the final approval of the guidelines. It is desirable for this preparation to be implemented in automated fashion with limited manual intervention to promote consistent work product.

C. Paper-To-Image Conversion

The Contractor shall convert all paper documents that have been screened and prepped into digital images at its Primary Operating Facility (and/or its Disaster Recovery Facility). The Contractor shall:

- i. Convert a single-paper, simplex paper document into a single converted document containing a single digital image in the correct orientation;
- ii. Convert a single-paper, duplex paper document into a single converted document containing two (2) digital images in the correct orientation and order;
- iii. Convert all pages of a multiple-paper simplex or duplex paper document into a single converted document containing multiple digital images in the correct orientation and order;
- iv. Convert paper documents ranging in length from 2.5 to 14 inches;
- v. Convert paper documents ranging in width from 2.5 to 11 inches;

- vi. Convert paper documents ranging in thickness from .002 to .014 inches;
- vii. Convert paper documents at 200 Dots Per Inch (DPI). WCB reserves the right to request that the Contractor increase select converted documents to a higher DPI resolution;
- viii. Append information to each visible digital image using overlay that shall not cover or remove clarity of existing information in the original paper document (aka “spray”). The appended information shall read: “Received via WCB Mail” with the Receive Date and DCN in left-hand margin; and
- ix. Drop blank, all black, obvious error or corrupt digital images.

WCB reserves the right to modify any of the technical specifications in this section upon reasonable notification to the Contractor.

D. Storage & Hard Copy Return

The Contractor shall temporarily store all paper documents after conversion in its document storage facilities. The Contractor shall:

- i. Store paper documents, until destruction is authorized by WCB, in conformance with general and form-specific guidelines, which may include, but shall not be limited to: retention of paper documents for one calendar month from Delivery Date/Time. Such guidelines shall be developed and mutually agreed to by the parties following execution of the Contract. Notwithstanding, WCB shall have the final approval of the guidelines;
- ii. Provide a mechanism to receive requests to hard copy return paper documents (identified by DCN or BIN) for any digital image for which WCB has determined such return is needed. This mechanism is to be part of an integrated online application that designated WCB staff can access directly;
- iii. Assign hard copy return requests received and confirmed by the Contractor on a WCB business day prior to 1:00:00 PM, a Request Date of that day, and those received and confirmed on a WCB business day after 1:00:00 PM, a Request Date of the following WCB business day; and
- iv. Utilize the ICS to determine if the original paper document is in its possession and, if so, retrieve and transport to WCB on or before 4:00:00 PM ET on the next WCB business day, in conformance with Requirement 3(A)(v).

E. Destruction

The Contractor shall ensure the secure destruction of all paper documents stored at its document storage facilities, as authorized by WCB. The Contractor shall:

- i. Utilize the ICS to identify paper documents that are eligible for destruction and request authorization from WCB. This request and authorization process is to be part of an integrated online application that designated WCB staff can access directly;
- ii. Upon authorization, ensure the secure destruction of paper documents in conformance with the NYS Archives & Records Administration Technical Publication #41 ("Retention and Disposition of Records: How Long to Keep Records and How to Destroy Them"). This publication can be obtained at: http://www.archives.nysed.gov/common/archives/files/mr_pub41.pdf;
- iii. Upon authorization, ensure the secure destruction of paper documents within thirty (30)

- calendar days of authorization from WCB; and
- iv. Utilize the ICS to record all paper documents that have been securely destroyed.

4. Electronic Document Ingestion Services

Except as provided for in Section 12, Contractor shall ingest electronic documents consistently and without interruption, in conformance with the following requirements and performance standards.

A. Availability / Peak Hours

Contractor shall be responsible for maintaining electronic document delivery services. The Contractor shall:

- i. Accept electronic documents by e-mail twenty-four (24) hours per day, three hundred sixty-five (365) days per year. Probable peak e-mail submission hours will be from 9:00:00 AM to 4:59:59 PM (ET) on WCB business days;
- ii. Develop and Maintain a dedicated Secure File Transfer Protocol (SFTP) submission process to accept electronic documents. Such option shall be available to SFTP Trading Partners, three hundred sixty-five (365) days per year from 6:00:00 AM to 3:59:59 AM (ET), except for mutually agreed upon maintenance periods or planned outages. SFTP availability shall be 99.99%; and
- iii. Maintain a dedicated WCB Branded Secure Document Upload (SDU) site to accept electronic documents. Such site shall be available to Registered SDU Users, three hundred sixty-five (365) days per year from 6:00:00 AM to 3:59:59 AM (ET), except for mutually agreed upon maintenance periods or planned outages. SDU Site availability shall be 99.99%.

B. Document Intake, Screening & Prep

The Contractor shall inventory, screen and prep all electronic documents at its Primary Operating Facility (and/or its Disaster Recovery Facility). The Contractor shall:

- i. Include all electronic documents in the ICS defined in Requirement 3(B)(i);
- ii. Assign a unique, 10-character DCN to identify each individual electronic document within the ICS, in conformance with general guidelines defined in Requirement 3(B)(ii);
- iii. Assign an Incoming Form ID to each individual electronic document within the ICS, in conformance with general guidelines and form-specific guidelines defined in Requirement 3(B)(iii);
- iv. Assign a unique, 17-character BIN and 1-character Batch Type to identify each batch of electronic documents within the ICS in conformance with general guidelines defined in Requirement 3(B)(iv);
- v. Assign identifying characteristics to each batch of electronic documents within the ICS so that the documents can be located if needed for quality assurance evaluation;
- vi. Assign all electronic documents received and confirmed by the Contractor on a WCB business day from 12:00:00 AM to 11:59:59 PM (ET), a Delivery Date/Time of that day and time;
- vii. Assign all electronic documents received and confirmed by the Contractor on a non-WCB business day, a Delivery Date/Time of the following WCB business day at 12:00:00 AM

- (ET);
- viii. Assign all electronic documents received and confirmed by the Contractor from 12:00:00 AM to 11:59:59 PM (ET), a Receive Date of that day;
 - ix. Screen electronic documents for routing to the WCB Quality Control Manager, return to sender, conversion or discard, in conformance with general and form-specific guidelines defined in Requirement 3(B)(ix);
 - x. Route screened electronic documents to the WCB Quality Control Manager, on or before 4:00:00 PM ET on the same WCB business day, by placement in the portal as identified in Section 6 (B) where it is accessible to both the Contractor and WCB. Notwithstanding, WCB shall have final approval of the location and structure;
 - xi. Return screened electronic documents to sender, on or before 4:00:00 PM ET on the second subsequent WCB business day, accompanied by a message that shall be mutually agreed to by the parties following the execution of the Contract. Notwithstanding, WCB shall have final approval of the message. All pages received together from the same sender shall be considered one (1) document for the purpose of returning to that sender;
 - xii. Prep screened electronic documents for conversion in conformance with general and form-specific guidelines defined in Requirement 3(B)(xii); and
 - xiii. Temporarily store electronic documents in their original format, for a minimum of thirty (30) WCB business days, to support the Quality Assurance process described in Section 6.

C. Conversion

The Contractor shall convert all electronic documents that have been screened and prepped into digital images at its Primary Operating Facility (and/or its Disaster Recovery Facility). The Contractor shall:

- i. Convert a single-page electronic document into a single converted document containing a single digital image in the correct orientation;
- ii. Convert all pages of a multiple-page electronic document into a single converted document containing multiple digital images in the correct orientation and order;
- iii. Convert color and grayscale electronic digital images to bi-tonal black and white;
- iv. Convert all digital images to 200 DPI; and
- x. Drop blank, all black, obvious error or corrupt digital images.

WCB reserves the right to modify any of the technical specifications in this section upon reasonable notification to the Contractor.

D. E-Mail Solution

The Contractor shall maintain a solution for accepting electronic documents by e-mail. The Contractor shall:

- i. Directly connect to the Office365 cloud environment to retrieve incoming e-mails from WCB domain e-mail addresses. These e-mail addresses shall be mutually agreed to by the parties following execution of the Contract. Notwithstanding, WCB shall have final approval of the e-mail addresses;
- ii. Retrieve incoming e-mails every thirty (30) minutes regardless of the number of emails pending;
- iii. Accept e-mails with the following supported attachments: txt, .dat, .jpg, .jpeg, .gif, .png,

- .bmp, .doc, .docx, .ppt, .pptx, .rtf, .xls, .xlsx, .tif, .tiff, .pdf, .vcf.;
- iv. Reject e-mails with unsupported attachments using a specified email response that shall be mutually agreed to by the parties following the execution of the Contract. Notwithstanding; WCB shall have final approval of the message;
- v. Accept e-mails containing attachments up to 150 MB in size;
- vi. Reject e-mails containing attachments larger than 150 MB in size back to the sender, accompanied by a message that shall be mutually agreed to by the parties following the execution of the Contract. Notwithstanding, WCB shall have final approval of the message;
- vii. Append information to each visible digital image using overlay that shall not cover or remove clarity of existing information in the original electronic document (aka “spray”). The appended information shall read: “Received via WCB E-Mail” with the Receive Date and DCN in left-hand margin; and
- viii. Assess storage capacity once per month to ensure mailboxes can receive incoming submissions.

E. SFTP Solution

The Contractor shall maintain a solution for accepting electronic documents by secure file transfer protocol. The Contractor shall:

- i. Establish and maintain a secure submission process to accept electronic document upload by SFTP;
- ii. Provide and maintain adequate infrastructure and Internet connectivity to accommodate anticipated daily volumes;
- iii. Comply with applicable NYS Office of Information Technology Services (ITS) Security Policies for solution design. All current policies can be found at: <https://its.ny.gov/eiso/policies/security>;
- iv. Assign and maintain unique user accounts, including password resets, for all SFTP Trading Partners;
- v. Convert existing user accounts without impact to SFTP Trading Partners (i.e.; being required to re-register or change passwords);
- vi. Upon receipt of a WCB-approved Trading Partner Agreement and Profile and Implementation Guide from a new SFTP Trading Partner (which shall address the rules and conditions for use of the process such as file transmissions and batch rules, public IP addresses, user acceptance testing, implementation, timeline, support and escalation procedures), contact that Trading Partner within ten (10) WCB business days to coordinate implementation and user acceptance testing with that Trading Partner (anticipated average number of trading partner implementations per month is two (2));
- vii. Disable user accounts with no upload activity for ninety (90) days;
- viii. Notify SFTP Trading Partners of disabled user accounts upon attempted login with a message that shall be mutually agreed to by the parties following the execution of the Contract. Notwithstanding, WCB shall have final approval of the message;
- ix. Accept uploads in the following formats: txt, .dat, .jpg, .jpeg, .gif, .png, .bmp, .doc, .docx, .ppt, .pptx, .rtf, .xls, .xlsx, .tif, .tiff, .pdf, .vcf.;
- x. Accept multiple uploads per user session;
- xi. Append information to each visible digital image using overlay that shall not cover or remove clarity of existing information in the original electronic document (aka “spray”). The appended information shall read: “Received via WCB SFTP” with the Receive Date

- and DCN in left-hand margin; and
- xii. Establish and maintain dedicated production and test directories for each SFTP Trading Partner along with requirements for batch control, batch acknowledgment and batch error files. The layout and format for these directories and files shall be mutually agreed to by the parties following execution of the Contract. Notwithstanding, WCB shall have the final approval of all layouts and formats.

F. SDU Solution

The Contractor shall maintain a solution for accepting electronic documents by secure document upload. The Contractor shall:

- i. Establish and maintain a secure WCB Branded website for document upload by HTTPS. The URL for the website shall be mutually agreed to by the parties following execution of the Contract. Notwithstanding, WCB shall have the final approval of the URL;
- ii. Provide and maintain adequate infrastructure and Internet connectivity to accommodate anticipated daily volumes;
- iii. Comply with applicable ITS Security Policies for solution design. All current policies can be found at: <https://its.ny.gov/eiso/policies/security>;
- iv. Assign and maintain unique user accounts, including password resets, for all Registered SDU Users;
- v. Convert existing user accounts without impact to Registered SDU Users (i.e.; being required to re-register or change passwords);
- vi. Manage the process to become a Registered SDU User and obtain the following information to set up a user account: First Name (Required), Last Name (Required), Organization Name (Not Required) and E-Mail Address (Required);
- vii. Upon new Registered SDU User set up, send a confirmation e-mail to the Registered SDU User, containing (1) Terms of Service, and (2) a link that shall be required to activate registration;
- viii. Disable user accounts with no upload activity for ninety (90) days (anticipated average number of active user accounts is less than two thousand (2,000));
- ix. Notify Registered SDU Users of disabled user accounts upon attempted login with a message that shall be mutually agreed to by the parties following the execution of the Contract. Notwithstanding, WCB shall have final approval of the message;
- x. Accept uploads in the following formats: txt, .dat, .jpg, .jpeg, .gif, .png, .bmp, .doc, .docx, .ppt, .pptx, .rtf, .xls, .xlsx, .tif, .tiff, .pdf, .vcf.;
- xi. Accept uploads up to 2150 MB in size per electronic document;
- xii. Reject uploads larger than 150 MB in size with a message that shall be mutually agreed to by the parties following the execution of the Contract. Notwithstanding, WCB shall have final approval of the message;
- xiii. Accept multiple uploads per user session;
- xiv. Upon successful completion of an upload, present a unique confirmation code on screen and e-mail the confirmation code to the Registered SDU User; and
- xv. Append information to each visible digital image using overlay that shall not cover or remove clarity of existing information in the original electronic document (aka “spray”). The appended information shall read: “Received via WCB SDU” with the Receive Date and DCN in left-hand margin.

G. Customer Notifications & Help Desk

The Contractor shall notify SFTP Trading Partners and Registered SDU Users regarding outages and maintain a Help Desk for the SFTP process and SDU site. The Contractor shall:

- i. Maintain a Help Desk that is available on WCB business days, from 6:00:00 AM ET to 10:59:59 PM ET;
- ii. Maintain a toll-free phone number and e-mail address for the submission of Help Desk tickets;
- iii. Maintain a Help Desk ticket system and log/manage all incoming phone calls (anticipated at less than forty (40) per day on average), incoming e-mails (anticipated at less than twenty (20) per day on average) and outgoing phone calls (anticipated at less than fifty (50) per day on average) within that system;
- iv. Respond to Help Desk tickets received on WCB business days from 6:00:00 AM ET and 9:59:59 PM ET, within one (1) hour of receipt;
- v. Respond to Help Desk tickets received on WCB business days prior to 6:00:00 AM ET, by 7:00:00 AM ET on that day;
- vi. Respond to Help Desk tickets received on WCB business days after 9:59:59 PM, by 7:00:00 AM the following WCB business day;
- vii. Respond to Help Desk tickets received on non-WCB business days, by 7:00:00 AM ET on the following WCB business day;
- viii. Direct all SFTP Trading Partner and Registered SDU User communications regarding SFTP and SDU site to the Help Desk;
- ix. Notify SFTP Trading Partners and Registered SDU Users by e-mail, at least one (1) WCB business day in advance, of any planned outage, other than a regularly scheduled outage; and
- x. Immediately, notify SFTP Trading Partners and Registered SDU Users of any unplanned outage via email.

5. Data Capture Services

Except as provided for in Section 12, Contractor shall capture index fields for each converted document consistently and without interruption, in conformance with the following requirements and performance standards:

A. Index Field Capture Types

Index fields shall be defined as one (1) of three (3) capture types. All index fields and their capture type are defined in Section 7(E). The Contractor shall:

- i. Capture between six (6) and seven (7) “Required” index fields for each converted document which are 99.5% accurate. Section 16 sets forth the performance credit WCB may assess for the Contractor’s failure to meet this standard;
- ii. Capture between four (4) and eight (8) “Critical” index fields for each converted document, which are 99.5% accurate. Section 16 sets forth the performance credit WCB may assess for the Contractor’s failure to meet this standard; and
- iii. Capture between six (6) and nine (9) “Non-Critical” index fields for each converted document that are 98% accurate if the index is applicable to the Converted Form ID and

available on the document for capture or flooding. Section 16 sets forth the performance credit WCB may assess for the Contractor's failure to meet this standard.

B. Data Capture Process

The Contractor shall implement a process to consistently and accurately capture data for index fields. The Contractor shall:

- i. Locate and capture index fields found only on the first four (4) digital images in the converted document;
- ii. Capture "Critical" index fields in conformance with procedures, which include up to four (4) attempts to match and flood data based on unique record matching and data population rules. Such procedures shall be developed and mutually agreed to by the parties following execution of the Contract. Notwithstanding, WCB shall have the final approval of the procedures;
- iii. Capture "Non-Critical" index fields in conformance with guidelines that define which index fields are applicable to each Incoming Form ID. Such guidelines shall be developed and mutually agreed to by the parties following execution of the Contract. Notwithstanding, WCB shall have the final approval of the guidelines;
- iv. Assign a Converted Form ID to each converted document in conformance with general and form-specific guidelines, which may include, but not be limited to: reviewing how specific sections of an Incoming Form ID were completed to assign a Converted Form ID. Such guidelines shall be developed and mutually agreed to by the parties following execution of the Contract. Notwithstanding, WCB shall have the final approval of the guidelines;
- v. Flood applicable index field data using WCB data files downloaded and processed into its data capture process in conformance with Section 7(A). Index fields and their ability for data to be flooded are defined in Section 7(E). Index field data shall be flooded in conformance with guidelines established for each field, which may include, but not be limited to: manually capturing the index field if data is not available for flooding. Such guidelines shall be developed and mutually agreed to by the parties following execution of the Contract. Notwithstanding, WCB shall have the final approval of the guidelines;
- vi. Populate applicable index field data by reading bar codes on certain Incoming Form IDs. Index field data shall be populated from bar codes in conformance with guidelines established for each field. Such guidelines shall be developed and mutually agreed to by the parties following execution of the Contract. Notwithstanding, WCB shall have final approval of the guidelines; and
- vii. It is desirable for the data capture process to be implemented in an automated fashion with limited manual intervention to promote consistent work product.

6. Quality Assurance Services

Except as provided for in Section 12, Contractor shall implement and maintain a quality assurance program consistently and without interruption, in conformance with the following requirements and performance standards.

A. Contractor Responsibilities

The Contractor shall appoint a QA Manager in conformance with Requirement 13(D). The QA

Manager shall have overall responsibility for ensuring the accuracy and quality of the Contractor's work product.

B. Web/Cloud Based Portal

The Contractor shall implement and maintain a portal to manage:

- i. Invoicing;
- ii. Quality checks and returns;
- iii. Incident Reporting and Issue Resolution including the Root Cause Analysis generated reporting;
- iv. Database accessible to WCB to run ad-hoc reports for data gathering including:
 - a. Volume of forms, date received, viewable, rejected, returned to sender, and/or method of submission;
- v. Option to translate DocID to the Contractors DCN and vice versa, where the document and visible information includes:
 - a. Received Date, Scan ID, Case ID, view date;
- vi. Database of emails and uploads received with WCB option to search and retrieve emails and uploads up to thirty (30) days after submission.
- vii. All reports referenced in Section 8.

C. Data Capture Accuracy Evaluation

The Contractor shall regularly evaluate the accuracy of data captured for "Critical" and "Non-Critical" index fields. The Contractor shall:

- i. Evaluate accuracy of index fields captured on a monthly basis;
- ii. Evaluate accuracy of index fields captured separately by capture type;
- iii. Evaluate a statistically significant random sampling of index fields captured during the month. Such sample shall not be less than 2% of the volume for each capture type for the month;
- iv. Calculate a quality percentage for each capture type using the following calculation: $\text{Accuracy \%} = (\text{Total Correct Index Fields}) / (\text{Total Evaluated Index Fields})$; and
- v. Generate and house a Data Capture Accuracy Report detailing accuracy percentages to WCB within three (3) WCB business days of the close of the month being evaluated.

D. WCB Quality Assurance Evaluation

The Contractor shall comply with WCB requests for paper documents and electronic documents to evaluate the quality of digital images in the resulting converted documents and the accuracy of index field data. The Contractor shall:

- i. Provide a mechanism to receive requests to provide paper document(s) and/or electronic documents (identified by DCN or BIN) for quality assurance evaluation. This mechanism is to be part of an integrated online application that designated WCB staff can access directly as identified in Section 6 (B) of this BRD;
- ii. Assign quality assurance evaluation requests received and confirmed by the Contractor on a WCB business day prior to 1:00:00 PM ET, a Request Date of that day, and those received

- and confirmed on a WCB business day after 1:00:00 PM ET, a Request Date of the following WCB business day;
- iii. Utilize the ICS to determine if the original paper document(s) are in its possession and, if so, transport to WCB on or before 4:00:00 PM ET on the next WCB business day, in conformance with Requirement 3(A)(vi);
 - iv. Utilize the ICS to determine if the original electronic documents are in its possession and, if so, place in the portal as defined in Section 6 (B), accessible to both the Contractor and WCB. Notwithstanding, WCB shall have final approval of the location and structure; and
 - v. Generate and house a WCB QA Evaluation Report to WCB listing all paper document(s) and/or electronic document(s) in the portal on or before 4:00:00 PM ET on the next WCB business day.

E. Paper-To-Image Reconversion

As requested by WCB, the Contractor shall reconvert paper documents into digital images at its Primary Operating Facility (and/or its Disaster Recovery Facility). The Contractor shall:

- i. Provide a mechanism to receive requests to reconvert paper documents (identified by DCN or BIN) for any digital image WCB determines to be unreadable/unrecognizable due to poor image quality. This mechanism is to be part of an integrated online application that designated WCB staff can access directly as identified in Section 6 (B) of this BRD;
- ii. Assign reconversion requests received and confirmed by the Contractor on a WCB business day prior to 1:00:00 PM ET, a Request Date of that day, and those received and confirmed on a WCB business day after 1:00:00 PM ET, a Request Date of the following WCB business day; and
- iii. Utilize the ICS to determine if the original paper document is in its possession and, if so, retrieve and reconvert the document, in conformance with Section 3(C), and transmit the resulting converted document on or before 4:00:00 PM ET on the third subsequent WCB business day.

F. Incident Reporting

Incidents that have or are expected to adversely affect the Contractor's ability to provide the services described in this BRD consistently and without interruption, except as provided for in Section 12, may be identified by WCB or by the Contractor. The Contractor shall:

- i. Immediately notify WCB Quality Control Manager by e-mail alert upon learning of such an incident;
- ii. Remedy all incidents by 4:00:00 PM ET on the third subsequent business after identification of the incident. An incident shall be considered remedied only by mutual agreement of the Contractor and WCB Quality Control Manager; and
- iii. Deliver an Incident Report alert by e-mail within three (3) WCB business days of the remedy of the incident. In addition, the Incident Report shall be housed in the portal as defined in Section 6 (B). Such incident report shall include a description of the incident, a root cause analysis of the source of the incident, the corrective action taken and the permanent corrective measures to be implemented to mitigate future occurrences. Section 16 sets forth the performance credit WCB may assess for the Contractor's failure to meet this standard.

G. Audit Compliance

Staff from WCB and the NYS Office of the State Comptroller (OSC) are authorized to perform audits related to the services described in this BRD upon reasonable notice and at reasonable times. These audits may include, but shall not be limited to the Contractor's:

- i. Compliance with applicable laws, Contract terms and mutually agreed upon guidelines as described in this BRD;
- ii. Operating efficiency in providing Paper Document Ingestion, Electronic Document Ingestion, Data Capture, Quality Assurance and Transmission Services, as well as the quality and accuracy of the resulting converted documents and index field data;
- iii. Remedy of incidents identified and reported in conformance with Section 6 (F);
- iv. Physical security protocols established in conformance with Section 11(B);
- v. Standard operating procedures established in conformance with Section 14(A);
- vi. Training programs established in conformance with Section 14(B);
- vii. Information security protocols established in conformance with Section 15(C); and
- viii. Financial records relating to the Contract, to the extent necessary to back up the accuracy of invoices, excluding any proprietary financial information or confidential personnel data.

The Contractor shall provide audit staff with sufficient information and access to its systems and Personnel to complete the audit. The Contractor shall provide "read and copy" access to any relevant records and documentation, and shall create copies, upon WCB or OSC request, at no cost to WCB. The Contractor shall retain such records and documentation for seven (7) years.

7. Transmission Services

Contractor shall download/process WCB files and transmit converted documents and related index field data consistently and without interruption, except as provided for in Section 12, in conformance with the following requirements and performance standards. WCB reserves the right to modify any of the technical specifications in this section upon reasonable notice to the Contractor.

A. Contractor Responsibilities

The Contractor shall appoint an IT Manager in conformance with Section 13(E). The IT Manager shall have overall responsibility for delivery of the services described in this Section and conformance with Section 15.

B. WCB Data Files

WCB shall make data files from its OnBoard, Claims Information System (CIS), Insurance Compliance (IC2) and Health Provider Administration (HPA) applications available to the Contractor to support flooding of applicable index fields during the data capture process in conformance with Requirement 5(B)(v). The Contractor shall:

- i. Download data files from OnBoard/CIS, which shall be available Monday through Saturday in a WCB-defined layout. The current layout appears below, and an updated layout shall be provided to the Contractor following execution of the Contract;

#	CIS Field Name	Description	Field Type	Length	Notes
1	JUR_DISTRICT_CODE		Long		
2	CASE_ID	WCB-Assigned Case ID	String	9	
3	CARRIER_CASE_ID	Carrier-Assigned Case ID	String	20	
4	LAST_NAME	Claimant Last Name	String	20	
5	FIRST_NAME	Claimant First Name	String	20	
6	CLAIMANT_SSN	Claimant Social Security #	String	9	
7	CLAIMANT_ADDR1	Claimant Address Line 1	String	30	
8	CLAIMANT_ADDR2	Claimant Address Line 2	String	30	
9	CLAIMANT_CITY	Claimant Address City	String	20	
10	CLAIMANT_STATE	Claimant Address State	String	2	
11	CLAIMANT_ZIP	Claimant Address Zip	String	9	
12	CLAIMANT_COUNTRY_CODE	Claimant Country Code	String	3	
13	EMPLOYER	Claimant Employer Name	String	30	
14	ACCIDENT_DT	Accident Date or PFL Start Date	String	10	Format: MM/DD/YYYY. It is possible to only have year filled in
15	CASE_TYPE	WCB CIS Claim Type	String	2	NW - Non-WC PD - PFL Discrimination PN - PFL No Insurance VW - Vol Amb Wrkr WC VF - Vol Fireman WC WC - Workers' Comp
16	UPDATE_IND	Update Indicator	String	10	

- ii. Download data files from IC2, which shall be available Monday through Friday in a WCB-defined layout. The current layout appears below, and an updated layout shall be provided to the Contractor following execution of the Contract;

#	IC2 Field Name	Description	Field Type	Length	Notes
1	EMP_NUM	WCB Employer Number	Long		Sequential Number
2	PROGRAM_CODE	WCB Program Code	Char	2	DB - Disability Benefits WC - Workers' Comp
3	EMP_UIER	NYSDOL Employer Registration Number	Char	7	Can Be Null
4	EMP_FEIN	Employer Federal ID Number	Char	9	Can Be Null
5	EMPLOYER_NAME	Employer Legal Entity Name	Varchar	120	
6	EMP_DBA_NAME	Employer Name (Other Than Legal Entity Name)	Varchar	60	Can Be Null
7	EMP_ADDR1	Employer Address Line 1	Varchar	30	
8	EMP_ADDR2	Employer Address Line 2	Varchar	30	Can Be Null
9	EMP_ADDR_CITY	Employer Address City	Varchar	20	
10	EMP_ADDR_STATE	Employer Address State	Varchar	20	Can Be Null
11	EMP_ADDR_ZIP	Employer Address Zip	Char	9	Can Be Null

- iii. Download data files from HPA, which shall be available Monday through Saturday in a WCB-defined layout. The current layout appears below, and an updated layout shall be provided to the Contractor following execution of the Contract;

Header Record					
#	Field Name	Description	Field Type	Length	Notes
1	TITLE	Title	Char	68	Workers' Compensation Board Authorized Health Care Providers
2	CREATE_DATE	Create Date	Char	10	Format: MM/DD/YYYY
3	FILLER	Filler	Char	5	
4	RECORD_COUNT	Record Count	Char	6	
Detail Record					
#	HPA Field Name	Description	Field Type	Length	Notes
1	WCB_AUTH_NUM	WCB Authorization Number	Char	8	Can Include Dashes
2	NAME	Med Provider Name	Char	60	Format: Last Name (space) First Name (space) Middle Name
3	ADDR1	Med Provider Address Line 1	Char	30	
4	ADDR2	Med Provider Address Line 2	Char	30	

5	ADDR3	Med Provider Address Line 3	Char	30	
6	CITY	Med Provider Address City	Char	20	
7	STATE	Med Provider Address State	Char	2	
8	ZIP	Med Provider Address Zip	Char	10	
9	COUNTY	Med Provider County Code	Char	2	
10	FILLER	Filler	Char	11	
11	RATING 1	Med Provider Rating Code 1	Char	10	
12	RATING 2	Med Provider Rating Code 2	Char	10	
13	RATING 3	Med Provider Rating Code 3	Char	10	
14	RATING 4	Med Provider Rating Code 4	Char	10	
15	RATING 5	Med Provider Rating Code 5	Char	10	
16	RATING 6	Med Provider Rating Code 6	Char	10	
17	RATING 7	Med Provider Rating Code 7	Char	10	
18	RATING 8	Med Provider Rating Code 8	Char	10	
19	RATING 9	Med Provider Rating Code 9	Char	10	
20	NPI	Med Provider National Provider ID	Char	10	

- iv. Process all WCB data files into its data capture process and provide electronic confirmation of success to WCB within twenty-four (24) hours of each data file being made available. Section 16 sets forth the performance credit WCB may assess for the Contractor's failure to meet this standard.

C. WCB Pickup Report

WCB shall make a WCB Pickup Report available to the Contractor for each batch of paper documents picked up from WCB's QA Facility, in conformance with Requirement 2(A)(i). The Contractor shall:

- i. Download WCB Pickup Reports, which shall be available in a WCB-defined layout. The current layout appears below, and an updated layout shall be provided to the Contractor following execution of the Contract;

#	DTS Field Name	Description	Field Type	Length	Notes
1	APPLICATION_CODE	Line of Business	String	2	CL – Claims IN – Compliance
2	DELIVERY_DATE	Delivery Date (see Section 2)	Date	mm/dd/yyyy	
3	DISTRICT	District Office Code	String	2	
4	BOX_SEQUENCE_NUMBER	Increasing Sequence Number (Programmatically Generated)	String	4	Range from 0001 to 0999.
5	BOX_CHECK_DIGIT	Check Digit (Programmatically Generated)	String	1	Range from 1 to 7 (represents the day of week)
6	BATCH_TYPE	Batch Type (see Sections 3(B) and 4(B))	String	1	
7	FOLDER_COUNT	Total Folders in Batch	Digits	4	
8	RECEIVE_DATE	Receive Date (see Section 2)	Date	mm/dd/yyyy	
9	PAPER_COUNT	Total Papers in Batch	Digits	4	
10	DESCRIPTION	Miscellaneous Text	String	10	Pertains to No Claims documents only

- ii. Process all WCB Pickup Reports into the ICS and provide electronic confirmation of success to WCB within twenty-four (24) hours of the report being made available.

D. Converted Document Transmission

The Contractor shall electronically transmit to WCB and confirm receipt of converted documents in conformance with the following requirements. The Contractor shall:

- i. Create digital images for each converted document in proprietary format to be processed by WCB using the WCB Bulk Importer;
- ii. Deliver all converted documents in a TIFF4 compressed format to WCB; and
- iii. Temporarily retain all converted documents for a minimum of ten (10) WCB business days to ensure immediate availability for retransmission to WCB.

E. Index Field Data Transmission

The Contractor shall electronically deliver to WCB, and confirm receipt of, index field data in conformance with the following requirements. The Contractor shall perform the index field data transmission services in accordance with specified requirements, which include but are not limited to the following :

- i. Create index field data in proprietary format to be processed by WCB using the WCB Bulk Importer-into WCB's CIS and IC2 applications;
- ii. Deliver index field data in ASCII format, as required for CIS and IC2;
- iii. Ensure file integrity of all index field data prior to and after transmission;
- iv. On WCB business days, generate and transmit index data files for CIS with a record for each converted document in a WCB-defined layout. The current layout appears below, and an updated layout shall be provided to the Contractor following execution of the Contract;

#	CIS Field Name	Description	Field Type	Length	Capture Type	Floodable
1	IMAGED FORM ID	Form Type Identifier	String	12	Required	
2	IMAGE DISTRICT CD	District Office Code	String	2	Required	
3	SCAN DT	Scan Date	Date	mm/dd/yyyy	Required	
4	RECEIVED_DT	Receive Date (see Section 2)	Date	mm/dd/yyyy	Required	
5	MED SERVICE DT	Date of Medical Service	Date	mm/dd/yyyy	Non-Critical	
6	CASE ID	WCB-Assigned Case ID	String	9	Critical	CIS
7	INJURED DAY	Accident Date or PFL Start Date (Day)	String	2	Critical	CIS
8	INJURED MONTH	Accident Date or PFL Start Date (Month)	String	2	Critical	CIS
9	INJURED YR	Accident Date or PFL Start Date (Year)	String	4	Critical	CIS
10	CLAIMANT LAST NAME	Claimant Last Name	String	20	Critical	CIS
11	CLAIMANT FIRST NAM	Claimant First Name	String	20	Critical	CIS
12	CLAIMANT SSN	Claimant Social Security #	String	9	Critical	CIS
13	CARRIER CASE ID	Carrier-Assigned Case ID	String	20	Critical	CIS
14	BATCH TYPE	Batch Type (see Sections 3(B) and 4(B))	String	1	Required	
15	VENDOR DCN	Document Control Number (see Sections 3(B) and 4(B))	String	10	Required	
16	INDEX SOURCE	Scanner Type	String	1	Required	
17	MED PROVIDER NAME	Med Provider Name	String	30	Non-Critical	HPA
18	TEMP PAY BEGUN	N/A	String	1	Leave Blank	
19	FIRST PAY DT	N/A	Date	mm/dd/yyyy	Leave Blank	
20	WEEKLY RT	N/A	String	15	Leave Blank	
21	DISABILITY DT	N/A	Date	mm/dd/yyyy	Leave Blank	
22	NOTIFY INJURY DT	N/A	Date	mm/dd/yyyy	Leave Blank	
23	COUNTY INJURY	N/A	String	12	Leave Blank	
24	CASE TYPE WC	N/A	String	1	Leave Blank	
25	BENEFITS PAID YES	N/A	String	1	Leave Blank	
26	WCB AUTH NUM	WCB Authorization Number	String	10	Non-Critical	HPA
27	NYS LIC NUM	NYS License Number	String	6	Non-Critical	
28	CARRIER CODE	N/A	String	7	Leave Blank	
29	FEIN	N/A	String	9	Leave Blank	
30	WC POLICY NUM	N/A	String	30	Leave Blank	
31	STOP WORK DT	N/A	Date	mm/dd/yyyy	Leave Blank	
32	BIRTH DT	N/A	Date	mm/dd/yyyy	Leave Blank	

#	CIS Field Name	Description	Field Type	Length	Capture Type	Floodable
33	RETURN TO WORK	N/A	Date	mm/dd/yyyy	Leave Blank	
34	REPORT DT	N/A	Date	mm/dd/yyyy	Leave Blank	
35	SCHED LOSS PCT	N/A	String	12	Leave Blank	
36	PAYMENT CHANGE	N/A	String	1	Leave Blank	
37	PAYMENT BEGUN	N/A	String	1	Leave Blank	
38	PAYMENT NOT BEGUN	N/A	String	1	Leave Blank	
39	CASE TYPE VF	N/A	String	1	Leave Blank	
40	CASE TYPE VW	N/A	String	1	Leave Blank	
41	BENEFITS PAID NO	N/A	String	1	Leave Blank	
42	NON SCHED LOSS PCT	N/A	String	12	Leave Blank	
43	AGG IMPAIR PCT	N/A	String	12	Leave Blank	
44	REQUEST DT	Date of Request	Date	mm/dd/yyyy	Non-Critical	
45	NPI	Med Provider National Provider ID	String	10	Non-Critical	HPA
46	XFS SUB NUM	N/A	Integer		Leave Blank	
47	BP DOCUMENT ID	N/A	String	30	Leave Blank	

- v. On WCB business days, generate and transmit index data files for IC2 with a record for each converted document in a WCB-defined layout. The current layout appears below, and an updated layout shall be provided to the Contractor following execution of the Contract;

#	IC2 Field Name	Description	Field Type	Length	Capture Type	Floodable
1	IMAGED FORM ID	Form Type Identifier	String	12	Required	
2	SCAN DT	Scan Date	Date	mm/dd/yyyy	Required	
3	RECEIVED DT	Receive Date (see Section 2)	Date	mm/dd/yyyy	Required	
4	VENDOR DCN	Document Control Number (see Sections 3(B) and 4(B))	String	9	Required	
5	BATCH TYPE	Batch Type (see Sections 3(B) and 4(B))	String	1	Required	
6	WORKFLOW CODE	Document Routing Code	String	4	Non-Critical	
7	CARRIER ID	WC Insurance Carrier ID	String	7	Non-Critical	
8	EMPLOYER NUM	WCB Employer Number	String	10	Critical	IC2
9	UIER	NYSDOL Employer Registration Number	String	7	Critical	IC2
10	FEIN	Federal Employer ID Number	String	9	Critical	IC2
12	EMPLOYER NAME	Employer Legal Entity Name	String	90	Critical	IC2
11	JUDGEMENT NUM	WCB-Assigned Unique Judgment ID	String	10	Non-Critical	
12	JUD FILED DATE	Date of Judgment Filing with Court	Date	mm/dd/yyyy	Non-Critical	
13	JUD INDEX NUM	Court-Assigned Unique Judgment ID	String	20	Non-Critical	
14	CONVERSION FOLDER	Document Destination Folder	String	9	Non-Critical	
16	PEN ORD ID	WCB-Assigned Unique ID to Penalty	String	12	Non-Critical	
17	NC NUM	WCB-Assigned Unique ID to Period of Non-Compliance	String	10	Non-Critical	
18	INDEX SOURCE	Scanner Type	String	1	Required	
19	INVESTIGATION ID	WCB-Assigned Unique ID to Investigation	String	10	Non-Critical	

Detailed requirements regarding the electronic transmission and confirmation of receipt of index field data associated with the Disability Benefits line of business is provided below:

All incoming documents are to be received, scanned, and indexed; the resulting images and metadata relevant to DB and DC claims are to be delivered by the Contractor for upload to the LaserFiche Claims System until the Board's new system is developed as outlined in Section 17.

The Contractor shall maintain or replicate the existing intake process for images and metadata

received to be uploaded to the LaserFiche Claims System until the Board's new system is developed and initiate the electronic document workflow. Such intake process and electronic document workflow must include the following document types currently included in the existing LaserFiche Claims System, as well as include the following additional required document types:

- Existing document types included in the current LaserFiche Claims System are: DB-451.2; DB-452.7; DB-315; DB452.1; DB-452.3; DB-452.4; DB-452.6; DB-451.1; DB-301; DB-302; DB-303; DB-304; DB305; DB307; DB-308; DB-309; DB-450; DB-451; DB-CORR; DC-119; DC-120; DB-NOH; DB-NOD; DC-NOH; DC-NOD; DB- JWS; DC- JWS; DC-CORR; DB-PD; DC-PD; and DC-451.1.

Existing metadata elements captured by the Scanning Vendor for the LaserFiche Claims System are:

- First Name;
- Last Name;
- Document Type;
- SSN;
- Index/Receive Date;
- API Excluded;
- WCBBATCHID;
- Status; and
- DCN.

F. Invoice Support

The Contractor shall generate, house and transmit a monthly Invoice File in a WCB-defined layout to support invoice reconciliation. The current layout appears below, and an updated layout shall be provided to the Contractor following execution of the Contract.

#	Field Name	Description	Field Type	Size	Notes
1	INVOICE NUMBER	Invoice Identifier	Char	5	
2	INVOICE DATE	Date of Invoice	Char	10	Format: MM/DD/YYYY
3	DISTRICT ID	District Office Code	Char	2	
4	BOX ID	Batch Identification Number (see Sections 3(B) and 4(B))	Char	17	
5	DOCUMENT COUNT	Total Documents in Batch	Numeric	9,0	
6	PAGE COUNT	Total Pages in Batch	Numeric	9,0	
7	BATCH TYPE	Batch Type (see Sections 3(B) and 4(B))	Char	1	
8	DATA CAPTURE RATE	Cost per Document	Numeric	9,2	
9	CONVERSION RATE	Cost per Page	Numeric	9,2	
10	COST	Total Cost of Invoice	Numeric	9,2	
11	TRANSMIT DATE	Transmit Date (see Section 2)	Char	10	Format: YYYY/MM/DD
12	INVOICE TYPE	Type of Invoice	Char	1	M - Monthly A – Adjustment

8. Reporting Services

Contractor shall generate, house and maintain periodic reports for WCB. The required reports shall

include, but not be limited to, reports identified in the table below. All report definitions, content, layout, frequency and delivery mechanism, shall be developed and mutually agreed to by the parties following execution of the Contract. Notwithstanding, WCB shall have the final approval of such definitions, content, layout, frequency and delivery mechanism.

#	Report Name	Description	Data Elements	Frequency
1	Daily Form Detail Report(s)	List of forms (and associated index field data) received for specific Converted Form IDs identified by WCB on a defined date	Receive Date, Line of Business, BIN, Batch Type, DCN, Converted Form ID, (other index fields dependent on Line of Business)	Daily
2	Check Manifest Report	List of checks received by Contractor and transmitted to WCB	Check From, Check Number, Check Amount	Daily
3	WCB QA Evaluation Report	List of documents in each batch requested by WCB staff for QA evaluation	Receive Date, Line of Business, BIN, Batch Type, DCN, Converted Form ID, Paper Count, Page Count	Daily
4	Weekly Form Summary Report(s)	Chart of specific Converted Form IDs identified by WCB showing volume of documents received and processed by receipt method in a defined week	Line of Business, Batch Type, Converted Form ID, Receipt Method, Document Count	Weekly
5	Monthly Form Summary Report(s) – By Document	Chart of specific Converted Form IDs identified by WCB showing volume of documents received and processed by receipt method in a defined month	Line of Business, Batch Type, Converted Form ID, Receipt Method, Document Count	Monthly
6	Monthly Form Summary Report(s) – By Page	Chart of specific Converted Form IDs identified by WCB showing volume of pages received and processed by receipt method in a defined month	Line of Business, Batch, Type, Converted Form ID, Receipt Method, Page Count	Monthly
7	Monthly Form Summary Report(s) – Return	Chart of specific Converted Form IDs identified by WCB showing volume of documents received and returned by receipt method in a defined month	Line of Business, Batch Type, Converted Form ID, Receipt Method, Document Count	Monthly
8	Data Capture Accuracy Report	Chart of data capture accuracy evaluation results by date in a defined month; see Section 6(A)	Date, Capture Type, Captured Index Fields, Evaluated Index Fields, Correct Index Fields, Evaluation %, Quality %	Monthly
9	SFTP Transaction Summary Report	Chart of SFTP transaction volumes by Trading Partner and Converted Form ID in a defined month	Trading Partner, Converted Form ID, Total Transactions, Total Pages Uploaded, Total Pages Accepted, Total Pages Rejected	Monthly
10	SDU Transaction Summary Report	Chart of SDU transaction volumes by Registered SDU User and Converted Form ID in a defined month	Registered SDU User, Converted Form ID, Total Transactions, Total Pages Uploaded, Total Pages Accepted, Total Pages Rejected	Monthly
11	Batch Ratio Report	Chart of batch volumes received by line of business and receipt method in a user-specified date range	Line of Business, Batch Type, Receipt Method, Batch Count, Folder Count, Document Count, Paper Count, Page Count, Folders/Batch, Documents/Folder, Papers/Document, Pages/Paper.	On Demand
12	Batch Receipt Report	List of batches (and associated characteristics) received in a user-specified date range	BIN, Batch Type, Delivery Date, Folder Count, Document Count, Paper Count, Page Count	On Demand
13	Batch Transmission Report	List of batches (and associated characteristics) transmitted to WCB in a user-specified date range	BIN, Batch Type, Transmit Date, Folder Count, Document Count, Paper Count, Page Count	On Demand
14	Batch Pull Report	List of batches (and associated characteristics) pulled from storage for reversion, hard copy return or other purpose in a user-specified date range	BIN, Batch Type, Pull Date, Folder Count, Document Count, Paper Count, Page Count	On Demand
15	Batch Destruction Report	List of batches (and associated characteristics) securely destroyed in a user-specified date range	BIN, Batch Type, Destruction Date, Folder Count, Document Count, Paper Count, Page Count	On Demand
16	Reconversion Report	Chart of reconversion request volumes received in a user-specified date range	Request Date, Processed Count, Rejected Count, Total	On Demand
17	Hard Copy Return Report	Chart of hard copy return request volumes received in a user-specified date range	Request Date, Processed Count, Rejected Count, Total	On Demand

#	Report Name	Description	Data Elements	Frequency
18	SFTP Transaction Detail Report	List of SFTP transactions processed in a user-specified date range	Trading Partner, BIN, Batch Type, DCN, Converted Form ID, File Name, File Size, Page Count, Date Uploaded, Status, Error Reason, Email Address	On Demand
19	SDU Transaction Detail Report	List of SDU transactions processed in a user-specified date range	Registered SDU User, BIN, Batch Type, DCN, Converted Form ID, File Name, File Size, Page Count, Date Uploaded, Status, Error Reason, Email Address	On Demand

All reports shall be available to WCB staff for the duration of the Contract.

It is required that all reports be managed and housed as part of an integrated online application that designated WCB staff can access directly. It is required that WCB can generate and retrieve ad-hoc reports.

9. Implementation Services

Contractor shall assume responsibility for providing the services described in this BRD in conformance with the following requirements and performance standards.

A. Contractor Responsibilities

The Contractor shall appoint an Implementation Manager in conformance with Section 13(C). The Implementation Manager shall have overall responsibility for ensuring a timely implementation as well as the development and production of the following project management deliverables:

- i. Project Charter defining implementation goals, success criteria and roles/responsibilities of all Contractor Personnel and WCB staff involved in the implementation. Such Charter shall be created using a NYS standard template, or some other mutually agreed format;
- ii. Scope Statement defining the tasks and deliverables to be produced by the Contractor and WCB to complete the implementation. Such statement shall be created using a NYS standard template, or some other mutually agreed format;
- iii. Schedule defining tasks, estimated start/end dates, responsible parties, dependencies and percentage completion. Such schedule shall be created using MS Project, or some other mutually agreed format;
- iv. Communication Plan defining the mechanism, frequency and distribution of all project communications. Such plan shall be created using a NYS standard template, or some other mutually agreed format;
- v. The SFTP process for stakeholders to utilize. Such process shall be shared on the Board's website;
- vi. A portal to manage invoicing, quality checks and returns, incident reporting, database and reporting. Contractor shall be responsible for implementation and maintenance of such portal;
- vii. Issue & Risk Log capturing all risks and issues, responsible parties and mutually agreed to resolutions. Such log shall be created using a NYS standard template, or some other mutually agreed form; and
- viii. Weekly Status Reports capturing the latest status update on all Contractor and WCB assigned tasks. Such reports shall be created using a NYS standard template, or some other mutually agreed format.

B. Technical Connectivity Milestone

The first implementation milestone shall be a demonstration of technical connectivity. This milestone shall be considered complete upon mutual agreement of the parties that the Contractor has successfully:

- i. Established, with WCB, data communications between its facilities and NYS's data centers in conformance with Section 15(B);
- ii. Downloaded and processed test data files from CIS, IC2 and HPA or OnBoard into its data capture process in conformance with Section 7(B);
- iii. Generated and transmitted test converted document batches and stat files in conformance with Section 7(D);
- iv. Generated and transmitted test index data files for CIS, OnBoard and IC2 in conformance with Section 7(E);
- v. Generated and transmitted test files for Laserfiche; and
- vi. Developed and tested invoicing, report generating, issue resolutions and translating DCN-DocID.

C. Operational Readiness Milestone

The second implementation milestone shall be a demonstration of operational readiness, which the Contractor can initiate prior to the completion of system development. This milestone shall include end-to-end processing of a mutually agreed-upon sample set of documents and shall be considered complete upon mutual agreement of the parties that the Contractor can provide the services described in this BRD, with the exception of the Electronic Document Ingestion Services in Section 4.

D. Full Implementation Milestone

The third implementation milestone shall be the transition of responsibility for providing the services described in this BRD to the Contractor, which shall occur in a phased approach. This approach shall:

- i. Include separate phases for transition for each of the following:
 - Claims paper documents;
 - Compliance paper documents;
 - Paid Family Leave paper documents;
 - Disability Benefits paper documents;
 - Discrimination paper documents;
 - All electronic documents received by E-Mail;
 - All electronic documents received by SFTP; and
 - All electronic documents received by SDU.
- ii. Proceed at regular intervals according to a defined schedule. The sequence and timing of the phases within this schedule shall be developed and mutually agreed to by the parties following execution of the Contract. Notwithstanding, WCB shall have the final approval of the schedule.

E. Timeframes & Performance Credits

The Contractor shall complete all implementation milestones within a maximum of six (6) calendar months following execution of the Contract. It is desirable for these milestones to be completed within less than six (6) calendar months. The performance credits provided for in Section 16 shall not be applied against the Contractor until after the successful completion of all implementation milestones.

F. Invoicing

The Contractor shall propose a separate lump sum cost for the completion of each of three implementation milestones described in Section 9(B), Section 9(C) and Section 9(D). The Contractor shall invoice the WCB for each lump sum payment upon mutual agreement, by the parties, that successful completion of the implementation milestone has occurred.

10. Business Analysis & Development Services

WCB anticipates that, after the completion of the implementation milestones, there will be ongoing changes to the services described in this BRD due to legislative or regulatory updates, process improvement opportunities and/or the systems modernization efforts described in Section 17. These changes will require Business Analysis and/or Development Services to implement, which the Contractor may bill at separate hourly rates.

A. Service Definitions

For the purposes of this BRD, Business Analysis and Development Services are defined as follows:

- i. Business Analysis Services shall include all tasks required to define a change, assess the impacts of the change, design a solution, obtain WCB approval of the solution and estimate the number of hours of Development Services required to implement the solution; and
- ii. Development Services shall include all tasks required to implement and test a solution, including testing with WCB and obtaining WCB validation that the solution was implemented as designed.

WCB expects to make extensive use of these services as part of the systems modernization efforts described in Section 17.

B. Non-Billable Changes

The following list provides examples of the types of changes the Contractor shall implement, upon WCB request, without charging additional fees for Business Analysis and/or Development Services:

- i. Any work by the Contractor to complete the implementation milestones defined in Section 9;
- ii. Introduction of a new version of an existing Incoming Form ID;
- iii. Introduction of a new Converted Form ID;
- iv. Capture of an existing index field on an existing Converted Form ID where the index field was not previously captured;

- v. Changes to the placement of index fields on an existing Converted Form ID;
- vi. Changes to the screening and/or preparation rules of an existing Converted Form ID;
- vii. Updates to the structure, data elements or frequency of existing daily, weekly, monthly or on-demand reports; and
- viii. Creation of one-time/ad-hoc reports.

C. Billable Changes

The following list provides examples of the types of changes the Contractor shall implement, upon WCB request, and may charge additional fees for Business Analysis and/or Development Services:

- i. Introduction of a new Incoming Form ID;
- ii. Capture of a newly created index field on one or more new or existing Converted Form IDs;
- iii. Changes to the layout and/or format of the files defined in Section 7;
- iv. Creation of new daily, weekly, monthly or on-demand reports;
- v. Introduction of additional services not included in this BRD; and
- vi. Modifications required to support the systems modernization efforts described in Section 17.

D. Change Control

All requested changes from WCB shall be implemented in the following sequence. This sequence shall be formalized into a Change Control Plan that is developed, incorporated into the portal as defined in Section 6(B), and mutually agreed to by the parties following execution of the Contract. Notwithstanding, WCB shall have the final approval of the Change Control Plan:

- i. WCB requests a change;
- ii. WCB and Contractor mutually agree if the change is billable or non-billable;
- iii. If the change is non-billable, the Contractor implements its solution upon approval from, and in coordination with, the WCB Quality Control Manager;
- iv. If the change is billable, the Contractor provides an estimate of the Business Analysis hours required and resulting cost;
- v. Upon approval of the Business Analysis estimate from the WCB Quality Control Manager, the Contractor designs its solution and provides an estimate of the Development hours required and resulting cost; and
- vi. Upon approval of the Development estimate from the WCB Managing Executive, the Contractor implements its solution in coordination with the WCB Quality Control Manager.

E. Invoicing

The Contractor shall propose an hourly billing rate for Business Analysis and a separate hourly billing rate for Development. All approved Business Analysis and/or Development costs shall be added to the invoice, as separate line items, for the month in which the costs were incurred.

11. Facility Requirements

Contractor shall maintain adequate facilities to ensure the services described in this BRD are delivered consistently and without interruption, except as provided for in Section 12.

A. Physical Facilities

The Contractor shall provide and maintain facilities and be responsible for the cost of its Personnel travel between those facilities. The Contractor shall:

- i. Provide adequate equipment and supplies to support its operational needs;
- ii. Provide and maintain adequate space to store physical documents as required by Section 3(D) as well as house its Personnel, equipment and supplies;
- iii. Locate its Primary Operating Facility in New York State within a 100-mile radius of the post office noted in Section 3(A)(iii); however, it is preferred that the Primary Operating Facility be located within a 25-mile of such post office. The Contractor shall process no less than 75% and no more than 90% of average daily volume at this facility except as provided for in Section 12;
- iv. Locate its Disaster Recovery Facility within New York State, at least one hundred (100) miles from its Primary Operating Facility. The Contractor shall process no less than 10% and no more than 25% of average daily volume at this facility except as provided for in Section 12; and
- v. Locate its paper document storage facilities within New York State. It is desirable for these facilities to be collocated with the Contractor's Primary Operating Facility.

B. Physical Security

The Contractor shall implement physical security protocols for its facilities, as well as for all paper documents, electronic documents, digital images and data in its possession. The Contractor shall:

- i. Establish physical security policies and procedures that are fully compliant with Workers' Compensation Law § 110-a;
- ii. Require its Personnel to present proper identification to access its facilities;
- iii. Require all visitors to present proper identification and have authorization to access its facilities;
- iv. Allow designated WCB staff with proper identification to access all areas within its facilities where paper documents, electronic documents, digital images and index field data are stored or processed;
- v. Maintain a secure entry point to verify the identities and authorization of all Contractor Personnel, visitors and designated WCB staff at each of its facilities;
- vi. Maintain activity logs that track Contractor Personnel, authorized visitors and designated WCB staff entering or leaving its facilities and provide those logs to WCB upon request; and
- vii. Report any incident of unauthorized access to one of its facilities to WCB's QA Supervisor by e-mail within twenty-four (24) hours of the incident.

Immediately, but not more than one hour following, report any observed threatening verbiage to the WCB Quality Control Manager for escalation to WCB Security. Threatening verbiage would include

threats to harm self or others. Notification should be made by email, high importance and phone call if not acknowledged by the WCB Quality Control Manager within one hour of submission.

12. Disaster Recovery Requirements

Contractor shall maintain adequate disaster recovery capabilities to ensure the services described in this BRD are delivered consistently and without interruption, except as permitted in this section.

A. Definition

A Disaster Condition is defined as an event or condition that could result in loss of digital images, index field data or processing capability. Examples of a Disaster Condition include, but are not limited to: theft, fire or smoke damage, water damage, damage or unauthorized destruction caused by Personnel and fatal system problems (such as non-functioning critical hardware, internal Personnel-induced disasters, hacking and/or sabotage).

B. Disaster Recovery Actions

In the event of a declaration that a Disaster Condition exists at its Primary Operating Facility, the Contractor shall:

- i. Notify WCB within one hour;
- ii. Work continuously on both WCB business days and non-WCB business days to fully restore operations;
- iii. Restore operations at its Disaster Recovery Facility in conformance with the following timelines. Section 16 sets forth the performance credits WCB may assess for the Contractor's failure to meet these standards:
 - 50% average daily volume within seventy-two (72) hours (three (3) calendar days) of the declaration of the Disaster Condition; and
 - 100% average daily volume within one hundred sixty-eight (168) hours (seven (7) calendar days) of the declaration of the Disaster Condition.

C. Disaster Recovery Planning & Testing

The Contractor shall create and maintain disaster recovery plans to restore operations in conformance with Requirement 12(B)(iii). The Contractor shall:

- i. Maintain disaster recovery plans that are executable and include all procedures and information required to fully perform, test and/or restore operations at the Disaster Recovery Facility. WCB reserves the right to review and approve disaster recovery plans;
- ii. Conduct tests of its disaster recovery plans that include simulating a complete failure of operations at its Primary Operating Facility. WCB reserves the right to participate in the Contractor's disaster recovery tests;
- iii. Conduct the first two tests of its disaster recovery plans at least six (6) months apart within one (1) year of the effective date of the Contract;
- iv. Thereafter, conduct an annual test of its disaster-recovery plans for the duration of the term of the Contract; and

- v. Provide all disaster recovery test results to WCB upon request.

13. Personnel Requirements

Contractor shall maintain adequate Personnel to ensure the services described in this BRD are delivered consistently and without interruption, except as provided for in Section 12.

A. General Personnel Requirements

The Contractor shall employ the Personnel necessary to perform the services described in this BRD. The term “Personnel” is used throughout this BRD and shall be understood to include the Contractor’s officers, agents, employees and subcontractors. The Contractor shall:

- i. Maintain procedures and provide training to all Personnel in conformance with Section 14;
- ii. Monitor the work product of its Personnel for quality, accuracy and timeliness, in conformance with Section 6;
- iii. Remediate poor quality, accuracy or timeliness, when such remediation is determined to be necessary by the Contractor or is directed by WCB, through standard operating procedure updates and/or training programs, in conformance with Section 14;
- iv. Remediate poor quality, accuracy or timeliness, when such remediation is determined to be necessary by the Contractor or is directed by WCB, through increases in the number of Personnel engaged in providing the services described in this BRD;
- v. Designate Key Personnel as defined in this section. The same individual may be assigned to multiple Key Personnel roles if that individual meets the minimum requirements of each position; and
- vi. Obtain approval from the WCB Quality Control Manager prior to appointing, removing or replacing Key Personnel.

B. Key Personnel - Operations Manager

The Operations Manager shall act as the primary contact for WCB for the services and requirements described in this BRD, except as noted below. The Operations Manager shall have the following minimum qualifications:

- i. Minimum of five (5) years of experience as an Operations Manager for an imaging facility processing at least fifteen (15) million digital images per year from both paper and electronic submissions. It is desirable for the Operations Manager to have experience which exceeds the minimum experience required and/or for some experience to involve work for NYS government agencies;
- ii. Solid understanding of all facets of imaging operations, including, but not limited to: transportation, intake/prepping, scanning/conversion, data capture and delivery; and
- iii. Ability to effectively communicate and resolve issues.

C. Key Personnel - Implementation Manager

The Implementation Manager shall act as the primary contact for WCB for the Implementation Services described in Section 9. The Implementation Manager shall have the following minimum qualifications:

- i. Minimum of five (5) years of project management experience with project teams of at least twenty-five (25) members. It is desirable for the Implementation Manager to have experience which exceeds the minimum experience required and/or for some experience to involve imaging and/or work for NYS government agencies;
- ii. It is desirable for the Implementation Manager to have a solid understanding of all facets of imaging operations, including, but not limited to: transportation, intake/prepping, scanning/conversion, data capture and delivery; and
- iii. Ability to effectively communicate and resolve issues.

D. Key Personnel - QA Manager

The QA Manager shall act as the primary contact for WCB for the Quality Assurance Services described in Section 6 and shall work with WCB's QA Supervisor to resolve issues related to the quality and accuracy of the Contractor's work. The QA Manager shall have the following minimum qualifications:

- i. Minimum of five (5) years of experience as a QA Manager for an imaging facility processing at least fifteen (15) million digital images per year from both paper and electronic submissions. It is desirable for the QA Manager to have experience which exceeds the minimum experience required and/or for some experience to involve work for NYS government agencies;
- ii. Solid understanding of all facets of imaging operations, including, but not limited to: transportation, intake/prepping, scanning/conversion, data capture and delivery; and
- iii. Ability to effectively communicate and resolve issues.

E. Key Personnel - IT Manager

The IT Manager shall act as the primary contact for WCB for the Transmission Services described in Section 7 and the Information Systems Requirements described in Section 15. The IT Manager shall have the following minimum qualifications:

- i. Minimum of five (5) years of experience as an IT Manager for a facility providing services that require a substantially similar configuration hardware, software and data communications as necessary to provide the service described in this BRD. It is desirable for the IT Manager to have experience which exceeds the minimum experience required and/or for some experience to involve imaging and/or work for NYS government agencies;
- ii. It is desirable for the IT Manager to have a solid understanding of all facets of imaging operations, including, but not limited to: transportation, intake/prepping, scanning/conversion, data capture and delivery; and
- iii. Ability to effectively communicate and resolve issues.

F. Managing Executives

WCB and the Contractor shall both appoint a Managing Executive who shall be authorized to:

- i. Receive and resolve issues escalated by the Contractor's Operations Manager and/or the WCB Quality Control Manager; and
- ii. Negotiate amendments affecting the price and the terms and conditions of the Contract.

Any amendments to the Contract shall subject to final approval by WCB, the NYS Office of the Attorney General and the OSC.

G. Meetings

WCB and the Contractor shall meet regularly to support ongoing communication regarding the services described in this BRD. The Contractor shall:

- i. Facilitate a minimum of one (1) status meeting per month, attended by the Contractor's Operations Manager, QA Manager and IT Manager and the WCB Quality Control Manager;
- ii. Facilitate a minimum of one (1) status meeting per year attended by the Contractor's Managing Executive and the WCB Managing Executive; and
- iii. Record the minutes of each status meeting and provide a copy of the minutes by e-mail to all attendees within five (5) WCB business days of the meeting.

14. Procedure & Training Requirements

Contractor shall maintain adequate procedures and training programs to ensure the services described in this BRD are delivered consistently and without interruption, except as provided for in Section 12.

A. Standard Operating Procedures

The Contractor shall establish and implement written standard operating procedures for all services described in this BRD. The Contractor shall:

- i. Include, at a minimum, the following items in its standard operating procedures:
 - Roles and responsibilities;
 - Performance standards and credits;
 - Steps required for the daily pick up and transport of paper documents;
 - Steps required for the screening, routing, return and prepping of paper and electronic documents;
 - Steps required for the conversion of paper and electronic documents as well as the storage of paper documents;
 - Steps required for the retrieval, hard copy return and destruction of paper documents;
 - Steps required for the data capture of index fields;
 - Provisions for facility ongoing operations, maintenance and security;
 - Provisions for addressing tampering and deterioration of paper documents;
 - Provisions to ensure the quality of digital images in converted documents;
 - Provisions to ensure the accuracy index field data captured; and
 - Provisions to ensure the timely delivery of converted documents and index field data;
- ii. Confirm that the standard operating procedures meet the guidelines set forth by the NYS Archives & Records Administration publication 00 ("Digital Imaging Guidelines");
- iii. Coordinate with the WCB Quality Control Manager to answer questions, obtain

- clarification or acquire further details regarding the services described in this BRD, and use that information to update the standard operating procedures;
- iv. Obtain approval of the standard operating procedures from the WCB Quality Control Manager prior to the implementation of any proposed change(s). Section 16 sets forth the performance credit WCB may assess for the Contractor's failure to meet this standard; and
 - v. Provide procedure documentation to WCB upon request and/or upon completion/termination of the Contract.

B. Training Programs

The Contractor shall establish and implement training programs for all services described in this BRD. The Contractor shall:

- i. Develop and implement a comprehensive program of onboarding, refresher or remedial training for its Personnel in the policies and procedures created to provide the services described in this BRD. Topics addressed in this training program shall include, but not be limited to:
 - Roles and responsibilities;
 - Performance standards and credits;
 - Confidentiality of WCB documents and data as required by Workers' Compensation Law § 110-a and the Health Insurance Portability and Accountability Act of 1996;
 - Physical and information security protocols; and
 - Standard operating procedures.
- ii. Require all Personnel to complete onboarding training prior to performing the services described in this BRD;
- iii. Require all Personnel to complete refresher training on an annual basis;
- iv. Require Personnel to complete remedial training when identified as necessary in conformance with Requirement 13(A)(i);
- v. Maintain records of course material and Personnel attendance for each onboarding, refresher or remedial training program and provide those records to WCB upon request;
- vi. Maintain attendance records for each training, refresher, or remedial program;
- vii. Obtain approval of the training program from the WCB Quality Control Manager prior to the implementation of any proposed changes. Section 16 sets forth the performance credit WCB may assess for the Contractor's failure to meet this standard; and
- viii. Provide training program course material to WCB upon request and/or upon completion/termination of the Contract.

C. Offboarding Procedures

The Contractor shall establish and implement offboarding procedures for all Personnel. The procedures shall include, but not be limited to:

- i. Unambiguous notice of termination;
- ii. Exit interview including reminder of confidentiality of WCB documents and data;
- iii. Retrieval of Contractor and/or WCB property;
- iv. Escort to workstation to obtain personal effects;

- v. Escort out of the facility;
- vi. Immediate termination of physical access to all Contractor facilities; and
- vii. Immediate termination of electronic access to WCB documents and data, including any access codes, passwords or authorizations.

15. Information Systems Requirements

Contractor shall maintain adequate information systems and technology to ensure the services described in this BRD are delivered consistently and without interruption, except as provided for in Section 12.

A. Hardware, Software & Data Communications

The Contractor shall maintain and support adequate hardware, software and data communications. The Contractor shall:

- i. Provide, maintain and retain all hardware and software within the continental United States;
- ii. Perform all design, development and implementation of hardware, software and technical solutions within the continental United States;
- iii. Perform regular hardware, software and data backups;
- iv. Perform periodic hardware and software checks/tests and generate and house activity reports, as requested by WCB;
- v. Provide, maintain and retain adequate data communications within and between the Contractor's facilities;
- vi. Perform periodic data communications checks/tests and generate and house activity reports, as requested by WCB; and
- vii. Provide, upon request from WCB, documentation regarding any specially written program used to extract data.

B. Technical Connectivity With WCB

The Contractor shall collaborate with WCB to provide adequate bi-directional transmission of data. This collaboration shall include:

- i. Design, build, implementation and maintenance of permanent B2B VPN tunnels utilizing a Cisco ASA-5585 firewall between:
 - Contractor's Primary Operating Location and NYS' primary data center;
 - Contractor's Primary Operating Location and NYS' secondary data center;
 - Contractor's Disaster Recovery Location and NYS' primary data center; and
 - Contractor's Disaster Recovery Location and NYS' secondary data center;
- ii. Transmission of all digital images and data through the established B2B VPN tunnels using Secure File Transfer Protocol (SFTP) and the encryption standard ESP-AES-256-SHA with a unique, pre-shared, mutually agreed upon key for each tunnel;
- iii. Assignment of an internal NYS IP address to each Contractor server or device by Network Address Translation (NAT);
- iv. Assignment of an external IP address to each NYS server by NAT; and

- v. Availability of the established B2B VPN tunnels twenty-four (24) hours per day, 365 days per year except for mutually agreed upon maintenance periods or planned outages. B2B VPN tunnel availability shall be 99.99%.

C. Information Security

The Contractor shall implement adequate information security protocols to safeguard electronic documents, digital images and index field data in its possession. The Contractor shall:

- i. Establish physical security policies and procedures that are fully compliant with Workers' Compensation Law § 110-a;
- ii. Implement safeguards to prevent the alteration of digital images in conformance with the NYS Archives & Records Administration publication 00 ("Digital Imaging Guidelines");
- iii. Employ information security best practices to maintain the confidentiality, integrity, and availability of Contractor's information technology infrastructure and WCB's information, and to protect such infrastructure and information against compromise or misuse by internal or external users;
- iv. Use encryption on all links that are routed through public networks;
- v. Document its information-security policy, standards, and procedures, making them available for review by WCB, upon request. Contractor shall comply fully with the requirements of the Information Security procedures and policies of NYS, as set forth in the Contract; and
- vi. Perform periodic information security checks/tests and generate and house activity reports, as requested by WCB.

16. **Performance Credits**

This Section sets forth the performance credits that the WCB may impose against Contractor if Contractor fails to meet the performance standards set forth in this BRD.

A. Performance Credits

The services described in this BRD are critical to WCB's daily operations and the performance credits detailed below are intended to provide the WCB with recourse if the Contractor fails to meet a performance standard set forth in this BRD. In the event the Contractor fails to meet:

- i. one (1) or more performance standards, WCB may assess the corresponding performance credit(s) in the table below;
- ii. more than one (1) performance standard in a single occurrence, WCB reserves the right to assess the corresponding performance credit(s) in the table below for each performance standard not met;
- iii. one (1) or more performance standard(s) and the failure persists for multiple WCB business days, WCB may assess a cumulative performance credit for each WCB business day until the performance standard is met, unless otherwise noted.

#	Performance Standard	Description	Section	Performance Credit
1	Untimely Transmission of Converted Documents and Index Field Data for Paper Documents	Converted documents and index field data not transmitted to WCB within than 3 WCB business days from the Delivery Date	2(A)(i)	\$100 per batch
2	Untimely Transmission of Converted Documents and Index Field Data for Paper Documents – “Hot Box”	Converted documents and index field data not transmitted to WCB within than 1 WCB business day from the Delivery Date	2(A)(ii)	\$100 per batch
3	Untimely Transmission of Reconverted Documents and Index Field Data for Paper Documents	Converted documents and index field data not transmitted to WCB within than 3 WCB business days from the Delivery Date	2(B)	\$100 per batch
4	Untimely Transmission of Converted Documents and Index Field Data for Electronic Documents	Converted documents and index field data not transmitted to WCB within than 2 WCB business days from the Delivery Date	2(C)	\$100 per batch
5	Lost Box or Damaged Box	Physical box of paper documents lost or damaged while in the Contractor’s possession	3(A)(viii)	\$1,000 per lost or damaged box (Not Cumulative)
6	Incomplete Transportation Run	Transportation run not completed in conformance with the daily schedule	3(A)(ix)	\$1,000 per occurrence
7	Inaccurate Data Capture of Index Fields – Critical	Data captured for Critical index fields for the month invoiced less than 99.5% accurate as measured in Section 6(B)	5(A)(ii)	2% of monthly invoice for data capture (Not Cumulative)
8	Inaccurate Data Capture of Index Fields – Non-Critical	Data captured for Critical index fields for the month invoiced less than 98% accurate as measured in Section 6(B)	5(A)(iii)	2% of monthly invoice for data capture (Not Cumulative)
9	Untimely Data Capture Quality Report	Data Capture Quality Report not delivered to WCB within 3 WCB business days of the close of the month being evaluated	6(A)(vi)	\$500.00 per report
10	Untimely Incident Report	Incident Report not delivered to WCB within 3 business days of incident remedy	6(E)(iii)	\$500.00 per report
11	Untimely Processing of WCB Data Files	WCB provided data files not successfully processed into the Contractor’s data capture process for more than 24 hours	7(B)(iv)	\$500.00 per occurrence
12	Untimely Confirmation of WCB Receipt of Stat Files	WCB receipt of Stat Files not confirmed until after 5:00:00 AM ET on the next WCB business day	7(D)(v)	\$500.00 per occurrence
13	Untimely Retransmission of “Failed” Batch	“Failed” batch not corrected and retransmitted within 1 WCB business day	7(D)(vi)	\$100 per batch
14	Untimely Disaster Recovery – Partial	Operations not restored to 50% of average daily volume within 72 hours (3 calendar days) of disaster declaration	12(B)(iii)	\$10,000 per occurrence
15	Untimely Disaster Recovery – Partial	Operations not restored to 100% of average daily volume within 168 hours (7 calendar days) of disaster declaration	12(B)(iii)	\$10,000 per occurrence
16	Unapproved Changes to Procedures and/or Training	Changes to standard operating procedures and/or training programs implement without WCB Quality Control Manager approval	14(A)(iii) 14(B)(vii)	\$500.00 per occurrence (Not Cumulative)

Performance credits shall be deducted from the applicable month’s invoice and, if needed, from subsequent monthly invoices.

B. Performance Credit Waivers

WCB may waive performance credits where the Contractor’s failure to meet the required performance standards can be clearly attributed to:

- i. Changes in scope or procedure made at WCB’s request;
 - ii. A declared disaster condition, although performance standards for disaster recovery would continue to apply;
 - iii. Stated assumptions on which a performance standard is based that are found to be incorrect;
- or

- iv. Acts or omissions of WCB or third parties outside of Contractor's reasonable control.

WCB may also waive performance credits at any time at its own discretion.

17. Disability Benefits/Discrimination

The Contractor will be expected to maintain or replicate the mechanism currently used to transmit electronic document images and metadata to the Board's contracted Third-Party Administrators (TPA) for benefit payment processing; transmission includes a summary report for the Board's TPAs identifying all associated DB claims. DC claims are not transmitted to the TPAs.

The Contractor shall also maintain or replicate the mechanism currently used to receive notifications from the Board's TPAs and update various statuses in the LaserFiche Claims System.

The Contractor shall monitor transmissions to and notifications from the Board's TPAs and notify all parties of any errors.

The Contractor shall work in a cooperative and collaborative manner with the Board's TPAs.

18. Systems Modernization

The WCB is undergoing a multi-year effort to replace our multiple legacy, paper-based claims systems with a modern web-based platform called OnBoard. To learn more about OnBoard, please visit <https://www.wcb.ny.gov/onboard/>. The implementation of the new system will lead to a significant reduction in the number of paper documents sent to the Board. The new system will leverage real-time electronic data submissions via eForms and API's.

19. Performance Bond

The Contractor shall provide WCB with a performance bond in the amount of five million dollars (\$5,000,000) that is on an annually renewable bond form to be provided by the Contractor's Surety Bond Broker. Three (3) years after the issuance of the performance bond, the parties shall review Contractor's performance and, upon a mutual determination by the parties that the Contractor has performed satisfactorily under the Contract, and such determination shall not be unreasonably withheld, the performance bond may decrease by one million dollars (\$1,000,000) for the remainder of the Contract term.

20. Estimated Volumes

The tables in this section include estimated volumes of incoming Form IDs based upon what was received by WCB during the 2024 calendar year. These volumes are provided for informational purposes only and are not intended to be an exhaustive list of all Form IDs or a representation as to the volume of work that Contractor will receive under the Contract. There is no guaranteed volume of

work that will be provided to Contractor under the Contract.

- i. **Claims Form IDs** – the top one hundred twenty-five (125) Incoming Form IDs received for Claims in the 2024 calendar year were:

FormID	Form Title	Documents
AD-OBJ	Form EC-200X that is pertaining to objecting	14959
ADR-1	Alternative Dispute Resolution Program Report of Injury	1420
ADR-1.1	Modification of Previous Report	129
ADR-2	Alternative Dispute Resolution Program Final Disposition on	1488
AFF-1	Affidavit for Death Benefits	272
APP-DIV-OP	Appellate Division Opinion	346
APPEAL	Appeal	4543
ATTY-CORR	Attorney Correspondence	100094
BIRTH-CERT	BIRTH CERT	566
C-105.2	C-105.2	235
C-107	EMPLOYERS Request for Reimbursement	13450
C-11	Employer s Report of Injured Employee s Change in Employment	143500
C-240	Employer s Statement of Wage Earnings Preceding the Date of	122211
C-256.2	State Insurance Fund - Claim for Reimbursement of Wages Paid	14343
C-257	Claimant s Record of Medical-Travel Expenses	20486
C-258	Claimant s Record of Job Search	3688
C-258.1	Injured Worker's Record of Independent Job Search Efforts	23630
C-258.1S	Injured Worker's Record of Independent Job Search Efforts SPANISH	1094
C-26DT	Subpoena Duces Tecum	553
C-2F	Employer s First Report of Work-Related Injury/Illness	1505
C-3.0	Employee s Claim for Compensation	61416
C-3.3	Limited Release of Health Information	37317
C-300.5	Stipulation	14148
C-312.5	Agreed Upon Findings & Awards for Proposed Conciliation Dec	3600
C-32	Settlement Agreement - Section 32	33097
C-32.1	Claimant release form/Section 32	29218
C-32.1S		204
C-32AF	C32AF AFFIDAVIT	27767
C-32E	Electronic Signature	6013
C-32-I	Section 32 Waiver Agreement – Indemnity Only	5668
C-35	Extreme Hardship Redetermination Request	216
C-3X	C-3.0 w/Box 7 Foreign language	15144
C-4.0	Attending Doctor s Report (Snapout)	8709
C-4.2	Doctor s Progress Report	24541
C-4.3	Doctor s Report of MMI/Permanent Impairment	59355
C-40	Request for Actuarial Computation	593
C-49.2	Report of Investigation - Enforcement Unit	6918
C-4AMR	Ancillary Medical Report	1890
C-5	Attending Ophthalmologist s Supplementary Report	307
C-62	Claim for Compensation in Death Case	322
C-68	FORM C-68	109762
C-72.1	Record of Percentage Hearing Loss (Single Sheet)	930
C-763.8	FORM C-763.8	1026
C-8.1B	Notice of Treatment Issue(s) /Disputed Bill (Part B)	703392
C-8.1BM	Notice of Treatment Issue(s)/Disputed Bill B MTG	275649
C-8.4	Health Provider Valuation	1107215
CC-CORR	Corr/Attt-Corr NOT addressed to WCB	199291
CLT-CORR	Claimant Correspondence	4348
CMR	Certified Mail Receipt	5991
CMS-1450	CMS1450	32008
CMS-1500	CMS-1500	333005
CMS-LETTER	Formerly SGLOLORMS	2234
CORR	Correspondence	244864
CORR-HP	Correspondence Disputing a Medical Bill	981
DB-450	Notice and Proof of Claim for Disability Benefits	535
DB-470	Preliminary Claim for Reimbursement of Benefits Paid Under t	543
DB-511	OUTSORT FORMTYPE	966
DEATH-CERT	Death Certificate	3535
DEPOSITION	Deposition	58826
EC-11	Employer s Report of Injured Employee s Change in Employment	588

EC-3	Employee s Claim for Compensation	546
EC-341	Letter Requesting Correct Address Mail Has Been Returned	17287
EC-4.3	Doctors Report of MMI/Permanent Impairment	105
EC-4NARR	Doctor s Narrative Report	549
EC-8.1B	Notice of Disputed Bill issue	2152
EOB	Explanation of reimbursement	392925
EPH-16.2	Pre-Hearing Conference Statement	684
ERFA-1LC	Request for Further Action by Legal Counsel	269
ERFA-2	Carrier s Request for Further Action	198
FCE-4	Practitioner s Report of Functional Capacity Examination	532
HP-1.0	Request for Decision on Unpaid Medical Bills/ Arbitration	180
HP-2	Notice of Decision and Administrative Award Under Sec. 13-g,	17241
HP-J1	HPJ1	4558
IME-3	Practitioner s Request for Info./Response to IME	121925
IME-4	Report of Independent Medical Examination	202223
IME-5	IME practitioners to notify claimants	267696
MARR-CERT	MARRIAGE CERTIFICATE	390
MED-NARR	Medical Narrative	926846
MEMO-OF-LAW	Memorandum of Law	2508
MV-104	Motor Vehicle Accident Report	4848
NF-10	Denial of Claim Form	3957
NF-3	Verification of Treatment by Attending Physician	10885
NOSD-OBJ	Any Nosd-SI or Nosd-Nsl that objects or appeals	102
NOT OF APP	Notice of Appeal	657
NS-OBJECT	Non Scannable Object	2368
OBJ45S	Health Provider Valuation - SIF	10689
OC-110A	Authorization to Disclose Worker s Comp. Records	50818
OC-110AORD	Judicial Order re: access to claim information	2616
OC-400	Notice of Retainer and Appearance	100525
OC-400.1	Application for Fee	73112
OC-400.17	Attny/Licensed rep request to withdraw from representation	1057
OC-400.5	Attorney/Representative s Certification of Form C-3 or C-7	12038
OC-406	Notice of Retainer and Appearance on Behalf of Employer in a	548
OT/PT-4	Occupational/Physical Therapist s Report	4401
OTDA-RR	NYS OTDA Records Request	19501
PD-OBJ	PD-NSL, PD-SL, PD-NSL-A, or PD-SL-A OBJECTING	38124
PFL-1	Request For Paid Family Leave	428
PFL-2	Bonding Certification	257
PFL-4	Health Care Provider Certification For Family Member	102
PFL-CORR	PFL Correspondence	955
PFL-CR-001	PFL Claim Insurer Rejection	398
PFL-DC-119	Employee Request for Reinstatement	316
PFL-DC-120	PFL Discrimination Complaint	100
PH-16.2	Pre-Hearing Conference Statement	1300
PH-16.2.0	Pre-Hearing Conference Statement	12231
PS-4	Psychologist s Report	416
RB-89	Cover Sheet - Application for Board Review	14462
RB-89.1	Cover Sheet - Rebuttal of Application For Board Review	11131
RB-89.2	Cover Sheet - Application for Full Board Review	1110
RB-89.3	Cover Sheet - Rebuttal of Application For Full Board Review	840
REIB-REQUEST	Reimbursement Request	21464
RET	Returned Mail	83497
RET-CLT	RET-CLT	57954
RET-EMP	RET-EMP	17518
RET-HP	Return Mail Carrying HP Forms	3807
RFA-1LC	Request for Further Action by Legal Counsel	109894
RFA-1LC-X	Request for Further Action by Legal Counsel	1624
RFA-1W	Request for Assistance by the Injured Worker	672
RFA-2	Carrier s Request for Further Action	44149
RFA-2-X	Carriers Request for Further Action – Box A or Box B	14184
SUMMATIONS	Summary of Legal Argument	4787
VDF-1	Loss of Wage Earning Capacity Vocational Data Form	4032
W-32-I	WAMO Settlement Agreement-Indemnity-Section 32WCL	295
W-32-IM	WAMO Settlement Agreement-Indemnity/Medical-Section 32WCL	416
WTC-12	Sworn Statement for employees and volunteers	374

- ii. **Compliance Form IDs** – the top fifty (50) Incoming Form IDs received for Compliance in the 2024 calendar year were:

FormID	Form Title	Documents
512-BOC	Offer of Settlement - P1	15082
512-JUD	Offer of Settlement- JUD	1703
BOC-CL	Continuous Lapse Notice	3137
BOC-CL-TFL	Continuous Lapse Notice w/ TFL	3481
BOC-OOS	Payment Agreement	5690
C-105.2	Application for Certificate of Workers Compensation Insuran	235
C-32E	Electronic Signature	6013
C-45	Judgment (Sec. 52, Subd. 5) (Amounts Over \$2000)	2718
C-45.37	Final Notice to Pay	358
C-45.5	Satisfaction of Judgment	3097
CE-150-RF	Bureau of Compliance - NonCompliance Referral Form	53
CMR	Certified Mail Receipt	5991
CORR	Correspondence	244878
CORRJU	Correspondence for the Judgment Unit	7370
DB-120.1	Employer s Application for Certificate of DB Insurance	137
DB-120.1-PAU	Certificate of Insurance Coverage Disability & PFL	438
DB-135	Employer s Application for Voluntary Coverage (Employee	610
DB-140	Letter Approving Application for Voluntary Coverage Under Se	186
DB-190	Employer General Inquiry Notice	63
DB-190-P2	General Inquiry Notice Back -Language for the back GI	4828
DB-200-E1	Employer Inquiry Notice -Due to coverage cancellation	62
DB-200-E1-P2	Employer Inquiry Notice Back -Language for back of EI Notice	5536
DB-250-C	Carrier Inquiry Notice -Due to request for proof of coverage	155
DB-511	Notice of Determination and Order for Payment of Penalties	966
DB-511-APP	(CL/SL) Penalty Notice Back-Appeals Language for back	1604
DB-521	DB Penalty Revision Notice - Without Appeals	58
DB-802	D.B.L. - Employer s Application to Have Association, Union o	162
DB-820/829	Certificate/Cancellation of Insurance	875
EC-223-C	Carrier Inquiry Notice -Due to request for proof of cov	499
EC-224-E1	E1 Employer Inquiry Notice due to coverage cancelation	5317
EC-224-GI	GI	4305
EC-510-APP	(CL/SL) Penalty Notice Back-Appeals Language for back	6601
EC-510-CL	Continuous lapse Penalty Notice	229
EC-510-SL	SL Penalty Notice	76
EC-521-SL	RV Notice without appeals	99
ENF-AUD		49
FM-600-ST	Statement regarding penalties and assessments	3854
JUD-OOS	Judgment Offer of Settlement	840
RET	Return Mail	83497
RET-JUD	Return Mail Judgement	2150
RETP-1	Return Mail containing corrected address	5339
TF-100-NF	Letter acknowledging receipt for Return of Penalty	175
TF-400-JD	TFL for Judgment	3303
TF-503-BOC	TFL For Corporate	4592
TF-504-BOC	TFL for Domestic	1114
TF-507-BOC	TFL For LLC Response	3046
TF-508-BOC	TFL For WCB Not Req'd	961
TF-513-BOC	TFL For OOB Response	1540
TF-514-BOC	TFL For out of state employers	4509
TF-517-BOC	TFL for Judgment	495

- iii. **Paid Family Leave Form IDs** – the top ten (10) Incoming Form IDs received for Paid Family Leave in the 2024 calendar year were:

FormID	Form Title	Documents
C-49.2	Report of Investigation - Enforcement Unit	99
PFL-1	Request For Paid Family Leave	428
PFL-2	Bonding Certification	257
PFL-3	Release of Personal Health Information	83
PFL-4	Health Care Provider Certification For Family Member	102

PFL-CORR	PFL Correspondence	955
PFL-CR-001	PFL Claim Insurer Rejection	398
PFL-DC-119	Employee Request for Reinstatement	316
PFL-DC-120	PFL Discrimination Complaint	100
PFL-DC-130	Employer Response to Discrim Complaint	58

- iv. **Disability Benefits Form IDs** – the top ten (10) Incoming Form IDs received for Disability Benefits in the 2024 calendar year were:

Form ID	Form Title	Documents
CLT-CORR	Claimant Correspondence	100
CORR	Correspondence	821
DB-307	Discharge or Discrimination Compliant	114
DB-450	Notice and Proof of Claim for Disability Benefits	2839
DB-451	Notice of Total or Partial Rejection of Claim for Disability Benefits	2782
DC-120	NOTICE REJECTION OF CLAIM FOR DISABILITY BENEFITS	128
DC-16	Notice of Hearing Discrimination Complaint	155
DC-Corr	Discrimination Correspondence	138
MED-NARR	Medical Narrative	2585
RET	Returned Mail	426

- v. **Discrimination Form IDs** – the top five (5) Incoming Form IDs received for Discrimination in the 2024 calendar year were:

Form ID	Form Title	Documents
ATTY-CORR	Attorney Correspondence	91
DC-120	Discharge or Discrimination Complaint	128
DC-130	NOTICE TO EMPLOYER AND REQUEST FOR INFORMATION REGARDING DISCHARGE OR DISCRIMINATION COMPLAINT	108
DC-16	Notice of Hearing Discrimination Complaint	155
DC-Corr	Discrimination Correspondence	138

21. Sample Forms

Examples of the Board's most common forms can be found on the Board's website:

<http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>

Workers' Compensation Board
APPENDIX C. - Extraneous Terms Template for C140424

Extraneous Terms
(Instructions for Documentation and Submission)

In compliance with RFP §2.2.11, *Extraneous Terms*, the Bidder shall identify all extraneous terms in the attached table, and shall adhere to all instructions below for preparing the table.

INSTRUCTIONS:

RFP Location The Bidder must insert the exact RFP section and paragraph number of the requirement(s) that the Bidder is proposing to modify. The Bidder must insert the nature of the proposed change and its impact on the Requirement.

Description The Bidder must insert a concise description of the requirement(s) that the Bidder is proposing to modify.

Type The Bidder must insert a one-word description, of the type of modification permitted by RFP §2.2.11 to each of the requirement(s) that the Bidder is proposing to modify, selected from the following list:

- ☐ Additional
- ☐ Supplemental
- ☐ "Or Equal"; or
- ☐ Alternative

Proposed Extraneous Term

The one-word description must be followed by proposed alternate wording of the requirement(s). Next, the comments should describe the impact of the alternate wording. Then, the comments should explain how the modification(s) would benefit the State and provide best value. If there is a corresponding impact on the Administrative, Technical, or Cost Proposal(s), that impact should be explained here with reference(s) to the parts of the volume(s) that are affected. **DO NOT INCLUDE ANY COST DATA IN THE ADMINISTRATIVE OR TECHNICAL PROPOSALS.**

The Bidder must use the table format described above and detailed on the following page to summarize its Proposals for extraneous terms. The Bidder may refer to more voluminous narratives, tables, figures, and appendices that more fully describe aspects of the extraneous terms, provided that the additional material is fully cross-referenced by this required table.

Workers' Compensation Board
APPENDIX C. - Extraneous Terms Template for C140424

EXTRANEIOUS TERM(S)			
No.	RFP Section Reference	RFP Requirement	Proposed Extraneous Term Type
1.			<input type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<u>Proposed Extraneous Term(s):</u>			
<u>Impact on RFP Requirement:</u>			

EEO, MWBE AND SDVOB PROGRAMS

Forms:

- 1: EEO Policy Statement
- 2: MWBE Staffing Plan
- 3: MWBE and SDVOB Utilization Plan
- 4: MWBE and SDVOB Waiver
- 5: Monthly SDVOB Compliance Report

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

I. General Provisions

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

II. MWBE Contract Goals

- A. For purposes of this solicitation, the Board hereby establishes an overall goal of **30%** for MWBE participation based on the current availability of qualified MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>. Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 or mwbebusinessdev@esd.ny.gov to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a supplier that shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
- D. The Contractor must document "good faith efforts," pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
 - 1. Evidence of outreach to MWBEs;
 - 2. Any responses by MWBEs to the Contractor's outreach;
 - 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Board with MWBEs; and,
 - 5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity ("EEO")

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.

B. In performing the Contract, the Contractor shall:

1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, and rates of pay or other forms of compensation.
2. The Contractor shall submit an EEO policy statement to the Board within seventy-two (72) hours after the date of the notice by the Board to award the Contract to the Contractor.
3. If the Contractor, or Subcontractors, does not have an existing EEO policy statement, the Board may provide the Contractor or Subcontractor a model statement (see Form 1 Minority and Women-Owned Business Enterprises --Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Staffing Plan—Form 2

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal.

D. Workforce Audit Report

1. The Contractor shall submit a quarterly Workforce Audit Report, and shall require each of its subcontractors to submit a Workforce Audit Report, by the 10th day following the end of each quarter during the term of the contract. The form shall be submitted through the New York State Contract System (“NYSCS”) at <https://ny.newnycontracts.com>.
2. Separate forms shall be entered by the Contractor and any Subcontractors.
3. Pursuant to Executive Order #162, Contractors and Subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.

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

IV. MWBE Utilization Plan – Form 3

- A. The Contractor shall complete a **proposed** MWBE Utilization Plan on Form 3 and submit it as part of their bid or proposal. Upon execution of the contract, the Contractor shall submit a MWBE Utilization Plan through the NYSCS at <https://ny.newnycontracts.com>.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Board shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

V. Waivers—Form 4

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver on Form I-4. Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable Contract Goals. The Board shall evaluate the request and issue a written notice of approval or denial.
- B. If the Board, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued regarding such non-compliance, the Board may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

The Contractor will be required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS at <https://ny.newnycontracts.com> by the 10th day following the end of each quarter during the term of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. Where the Board determines that the Contractor is not in compliance with the requirements of this Appendix and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Board liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Board, the Contractor shall pay such liquidated damages to the Board within sixty (60) days after they are assessed. Provided, however, that the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

Article 3 of the New York State Veterans' Services 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 New York State Workers' Compensation Board (the "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 the Board's contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

I. SBVOB Contract Goals

- A. The Board hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the Commission's Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).
 1. Evidence of outreach to SDVOBs;
 2. Any responses by SDVOBs to the Contractor's outreach;
 3. Copies of advertisements for participation by SDVOBs in appropriate general circulation,
 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Board with SDVOBs; and,
 5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for SDVOB participation.

II. SDVOB Utilization Plan – Form 3

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed **proposed** SDVOB Utilization Plan on Form 3 with their bid or proposal.
- B. The Contractor agrees to adhere to such SDVOB Utilization Plan in the performance of the Contract.
- C. The SDVOB Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the SDVOB Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of an SDVOB Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the Board.
- D. The Board will review the submitted SDVOB Utilization Plan and advise the Bidder/ Contractor of the Commission's acceptance or issue a notice of deficiency.
- E. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the Board a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Board to be inadequate, the Board shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by the Board, a request for a partial or total waiver of SDVOB participation goals on Form 4. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- F. The Board may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - 1. If a Bidder fails to submit an SDVOB Utilization Plan;
 - 2. If a Bidder fails to submit a written remedy to a notice of deficiency;
 - 3. If a Bidder fails to submit a request for waiver; or
 - 4. If the Board determines that the Bidder has failed to document good faith efforts.
- G. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

- H. Contractor further agrees that a failure to use SDVOBs as agreed in the SDVOB Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Board shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request for Waiver—Form 4

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at the Board for guidance at wcbmwbe.sdvob@wcb.ny.gov.
- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form 4, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the Board at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, the Board shall evaluate the request and issue a written notice of acceptance or denial.
- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the Board, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If the Board upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (Form 5) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, the Board may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the Board at: wcbmwbe.sdvob@wcb.ny.gov

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

1. Copies of solicitations to SDVOBs and any responses thereto.
2. Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.

3. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Board with certified SDVOBs whom the Board determined were capable of fulfilling the SDVOB goals set in the Contract.
4. Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
5. Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report- Form 5

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to the Board during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using Form 5 and should be completed by the Contractor and submitted to the Board by the 10th day following the end of each month during the term of the Contract, for the preceding month's activity to: wcbmwbe.sdvob@wcb.ny.gov.

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.



MWBE and SDVOB Participation / Equal Employment Opportunity Policy Statement

- (2) **Request a list of State-certified MWBEs from** the Commission or search the directory in the NYS Contract System (newnycontracts.com) and solicit bids from the listed vendors directly.
- (3) **Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MWBEs.**
- (4) **Where feasible, divide the work into smaller portions to enhanced participations by MWBEs and encourage the formation of joint venture and other partnerships among MWBE contractors to enhance their participation.**
- (5) **Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.**
- (6) **Ensure that progress payments to MWBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage MWBE participation.**

SDVOB PARTICIPATION (SDVOB)

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the SDVOB contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) **Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified SDVOBs, including solicitations to contractor associations.**
- (2) **Request a list of State-certified SDVOBs from** the Commission or search the directory (Office of General Services ny.gov) and solicit bids from the listed vendors directly.
- (3) **Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective SDVOBs.**
- (4) **Where feasible, divide the work into smaller portions to enhanced participations by SDVOBs and encourage the formation of joint venture and other partnerships among SDVOB contractors to enhance their participation.**
- (5) **Document and maintain records of bid solicitation, including those to SDVOBs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting SDVOB contract participation goals.**
- (6) **Ensure that progress payments to SDVOBs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage SDVOB participation.**

Agreed on this _____ day of _____ 20_____.

By: _____
(SIGNATURE)

Print Name: _____

Title:

Minority & Women-owned Business Enterprise-Equal Employment Opportunity Liaison

_____ (name of designated contractor/grantee liaison) is designated as the Minority and Women-owned Business Enterprise Liaison responsible for administering the Minority and Women-owned Business Enterprises-Equal Employment Opportunity (MWBE-EEO) program.

MWBE Contract Goals

_____ % Minority Business Enterprise Participation
_____ % Women's Business Enterprise Participation
_____ % **TOTAL/OVERALL MWBE Participation Goal**

EEO Contract Goals

NOT APPLICABLE % Minority Labor Force Participation
NOT APPLICABLE % Female Labor Force Participation

SDVOB Contract Goals

_____ % Service Disabled Veteran Business Participation

(Signature of Contractor's Authorized Representative)

*Name: _____
*Company: _____
*Title: _____
*Phone: _____
*Fax: _____
*Address: _____

STAFFING PLAN

Form 2

Submit with Bid or Proposal – Instructions on page 2

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

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

EEO-Job Category	Total Work force	Work force by Gender			Work force by Race/Ethnic Identification																				
		Total	Total	Total																					
		Male (M)	Female (F)	X (X)	White (M) (F) (X)			Black (M) (F) (X)			Hispanic (M) (F) (X)			Asian (M) (F) (X)			Native American (M) (F) (X)			Disabled (M) (F) (X)			Veteran (M) (F) (X)		
Officials/Administrators																									
Professionals																									
Technicians																									
Sales Workers																									
Office/Clerical																									
Craft Workers																									
Laborers																									
Service Workers																									
Temporary /Apprentices																									
Totals																									

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal MWBE 101 (Rev 03/11)

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (MWBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the OMWBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male, Female, or X

MWBE and SDVOB Utilization Plan

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE and SDVOB Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (MWBE) and/or Service Disabled Veteran Owned Business (SDVOB) under the contract. Attach additional sheets if necessary.

* indicates mandatory fields

* Contractor Name: _____

Address: _____

* Representative Name: _____

Town, State & Zip: _____

* Phone: _____

* Contract/Project Number: _____

* Fax: _____

RFP/RFQ/Solicitation Number: _____

* Email: _____

* MWBE Goal: MBE _____% + WBE _____% = MWBE GOAL _____%

* Total Dollar Value of Contract/Grant: \$ _____

* SDVOB Goal: _____%

1. * Certified MWBE or SDVOB Firm Name, Contact Person's Name, Address, Phone and Email.	2. * Check All That Apply	3. * Federal ID No.	4. * Detailed Description of Work (Attach additional sheets, if necessary, Attach Contract if available)	5. * Check Firm Type That Applies for Work Completed on this Project	6. * Dollar Value of Contract (if unavailable or yet undetermined, indicate \$1)
A.	<u>NYS CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			<input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant <input type="checkbox"/> Materials Supplier <input type="checkbox"/> Trade Agents/Brokers	
B.	<u>NYS CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			<input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant <input type="checkbox"/> Materials Supplier <input type="checkbox"/> Trade Agents/Brokers	



MWBE and SDVOB Utilization Plan

7. If unable to fully meet the MWBE and/or SDVOB goals set forth in the contract, the Contractor must submit a Waiver Request form.

PREPARED BY (Signature): _____ DATE: _____

Preparer's Name (Print or Type): _____

Preparer's Title: _____

Date: _____

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE AND SDVOB REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW ARTICLE 15-A AND NYS VETERANS' SERVICES LAW ARTICLE 3, 5 NYCRR PART 143, 9 NYCRR PART 252, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

The MWBE Certification status of the firms listed on this form **MUST** be verified using the New York State Contract System's Directory of Certified Minority and Women-owned Business Enterprises. _____

This directory is available at <https://ny.newnycontracts.com>.

The SDVOB Certification status of the firms listed on this form **MUST** be verified using the Directory of New York State Certified Service-Disabled Veteran-Owned Businesses.

This directory is available at <https://online.ogs.ny.gov/SDVOB/search>.

TELEPHONE NO.:

EMAIL ADDRESS:

Policy Regarding Use of MWBE Suppliers and Brokers

Only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal.

FOR CONSTRUCTION/CAPITAL PROJECTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

FOR ALL OTHER PROJECTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.

**** FOR BOARD USE ONLY ****

REVIEWED BY:

DATE:

UTILIZATION PLAN APPROVED?

☐ YES ☐ PARTIAL ☐ NO Date: _____

Waiver Request Form

Request for Waiver		
Contractor Name:	Fed ID No.:	
Full Address:	Contract / Project Number:	
Project Details (Project Name, Project Location):	Have you Previously submitted a Waiver Request? (YES/NO)	
Current Contract Value:	MWBE Goal: MBE % + WBE % Overall MWBE Goal: % SDVOB Goal: %	
<p>By submitting this form and the required information, the Contractor certifies that every "Good Faith Effort" has been taken to promote MWBE and SDVOB participation pursuant to the MWBE and SDVOB requirements set forth under the contract. Review 5 NYCRR § 142.8 and 9 NYCRR § 252, Contractor's Good Faith Efforts, for the precise definition of "Good Faith Effort." Failure to adequately demonstrate Good Faith Efforts will result in a denial of your Waiver Request. It is the Contractor's responsibility to ensure that adequate, clear and complete information is presented to the Commission.</p>		
<p>*UTILIZATION VALUE MET:</p> <p>MBE: \$ _____ WBE: \$ _____ SDVOB: \$ _____</p>		
<p>*CONTRACTOR IS REQUESTING :</p> <ol style="list-style-type: none"> <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. REQUESTED MBE GOAL: _____% <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. REQUESTED WBE GOAL: _____% <input type="checkbox"/> OVERALL MWBE Waiver – A waiver of the MWBE Goal for this procurement is requested. REQUESTED MWBE GOAL: _____% <input type="checkbox"/> SDVOB Waiver – A waiver of SDVOB Participation Goal for this procurement is requested. REQUESTED SDVOB GOAL: _____% 		
<p>PREPARED BY (Signature): _____ Date: _____</p> <p>SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT THAT IT HAS MADE GOOD FAITH EFFORTS, PURSUANT TO 5 NYCRR §142.8 AND/OR 9 NYCRR §252, TO INCLUDE THE PARTICIPATION OF NEW YORK STATE CERTIFIED MINORITY AND WOMEN OWNED BUSINESSES AND SERVICE DISABLED VETERAN OWNED BUSINESSES IN THE ABOVE PROJECT OR CONTRACT. CONTRACTOR HEREBY AGREES TO PROVIDE ANY AND ALL RELEVANT DOCUMENTATION IN SUPPORT OF THE DEMONSTRATION OF ITS GOOD FAITH EFFORTS AND ACKNOWLEDGES THAT IT HAS PROVIDED WITH THIS WAIVER REQUEST ALL AVAILABLE DOCUMENTATION SUPPORTING ITS GOOD FAITH EFFORTS.</p>		
*Name and Title of Preparer:	*Telephone Number:	*Email:

Waiver Request Form

Contractor's Good Faith Efforts

- (a) Contractors must document their good faith efforts toward utilizing certified firms, including but not limited to, those identified within a utilization plan. Such documented efforts, shall include, at a minimum:
- (1) Copies of its solicitations of certified firms enterprises and any responses thereto;
 - (2) If responses to the contractor's solicitations were received, but a certified firm was not selected, the specific reasons that such firm was not selected;
 - (3) Copies of any advertisements for participation by certified firms timely published in appropriate general circulation, trade, MWBE and SDVOB oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;
 - (4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified firms enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;
 - (5) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified firms.
- (b) In addition to the information provided by the contractor in subdivision (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts:
- (1) where applicable, whether the contractor submitted an amended utilization plan consistent with the subcontract or supplier opportunities in the contract;
 - (2) the number of certified firms in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;
 - (3) the actions taken by the contractor to contact and assess the ability of certified firms located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;
 - (4) whether the contractor provided relevant plans, specifications or terms and conditions to certified firms sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;
 - (5) the terms and conditions of any subcontract or provision of suppliers offered to certified firms and a comparison of such terms and conditions with those offered in the ordinary course of the contractor's business and to other subcontractors or suppliers of the contractor;
 - (6) whether the contractor offered to make up any inability to comply with the certified firms goals in the subject State contract in other State contracts being performed or awarded to the contractor;
 - (7) the extent to which contractor's own actions, including but not limited to, any failure by contractor to discharge contractor's duties pursuant to this Part, Article 15-A of the Executive Law or Article 3 of the Veterans' Services Law, contributed to contractor's inability to meet the maximum feasible portion of the contract goals;
 - (8) whether the contractor knowingly utilized one or more certified firms, in the performance of the subject State contract, that contractor knew or reasonably should have known could not perform a commercially useful function.



Waiver Request Form

- (9) whether the contractor submitted compliance reports, which identified certified firms that contractor knew or reasonably should have known did not perform a commercially useful function on a State contract on which goals were assigned. and
- (10) any other information that is relevant or appropriate to determining whether the contractor has demonstrated a good faith effort.

Submit with the Bid or Proposal.	***** FOR BOARD USE ONLY *****	
	REVIEWED BY:	DATE:
	<p>Waiver Granted: <input type="checkbox"/> YES MBE: <input type="checkbox"/> WBE: <input type="checkbox"/> SDVOB: <input type="checkbox"/></p> <p><input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver</p> <p><input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued _____</p> <p>* <u>Comments:</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	

CONTRACTOR'S MONTHLY SDVOB COMPLIANCE REPORT (DUE ON THE 10TH DAY OF EACH MONTH FOR THE PRECEDING MONTH'S ACTIVITY AS EVIDENCE TOWARDS ACHIEVEMENT OF THE SDVOB GOALS ON THE CONTRACT

Contract No.: _____

Contractor/Vendor Name, Address and Phone No.:	Contractor/Vendor Federal ID No.:		SDVOB Goals	Reporting Period	
	Contract Name		%	Month	Year
SDVOB Firm Name, Address and Phone Number (List All Firms)	Description of Work or Supplies Provided	SDVOB Payment		Total Monthly Payments from NYS	
Federal ID No.:		<input type="checkbox"/> No Payment This Month			
Federal ID No.:		<input type="checkbox"/> No Payment This Month			
Federal ID No.:		<input type="checkbox"/> No Payment This Month			
Federal ID No.:		<input type="checkbox"/> No Payment This Month			

_____ Signature		_____ Print Name and Title		_____ Date	
Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.				For Board's Use Only	
				Reviewed By:	Date:

Attachment A – Notice of Intent to Bid Form

Name of Interested Firm:

Contact Person:

Title:

Phone Number:

Email:

INTENT TO BID:

- ☐ Our firm intends to submit a proposal for the above procurement.
- ☐ Our firm does not intend to submit a proposal for the above procurement for the following reasons:
- _____
- _____
- _____
- _____
- ☐ Please keep our name and address on your mailing list for future procurements.

Name of Official (Print):

Signature of Official:

Title:

Date:

INTEREST IN M/WBE SUBCONTRACTING POSTING:

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

The NYS M/WBE certification documentation for our firm is attached.

INTEREST IN SDVOB SUBCONTRACTING POSTING:

- ☐ Our firm is a NYS certified SDVOB interested in a subcontracting opportunity. Please add our firm’s contact information, indicated at the top of this form, to the list of certified SDVOB subcontractors that have expressed interest in this procurement. The list will be posted on the Board’s web page for this procurement.

The NYS SDVOB certification documentation for our firm is attached.



Workers' Compensation Board

Attachment B Inquiries Template

RFP C140424 – Workers Compensation Board – Document Conversion Receipt & Capture RFP

Enter Company Name Here

List your inquiries about RFP C140424 – Document Conversion Receipt & Capture RFP.
All inquiries will be compiled, answered, and posted at the URL listed on the Cover Page of this RFP.
Please be clear with your inquiry(ies) and list the applicable RFP Section number which your inquiry refers to.
If your inquiry does not refer to a particular RFP Section then list it as "General".

Inquiry Number	RFP Section	Inquiry
1		
2		
3		
4		
5		
6		
7		

<div>Attachment B Inquiries Template</div> <div>RFP C140424 – Workers Compensation Board – Document Conversion Receipt & Capture RFP</div> <div>*Enter Company Name Here*</div> <div>List your inquiries about RFP C140424 – Document Conversion Receipt & Capture RFP. All inquiries will be compiled, answered, and posted at the URL listed on the Cover Page of this RFP. Please be clear with your inquiry(ies) and list the applicable RFP Section number which your inquiry refers to. If your inquiry does not refer to a particular RFP Section then list it as "General".</div> <table><thead><tr><th>Inquiry Number</th><th>RFP Section</th><th>Inquiry</th></tr></thead><tbody><tr><td>8</td><td></td><td></td></tr><tr><td>9</td><td></td><td></td></tr><tr><td>10</td><td></td><td></td></tr></tbody></table>			Inquiry Number	RFP Section	Inquiry	8			9			10		
Inquiry Number	RFP Section	Inquiry												
8														
9														
10														

Attachment C - Forms & Information for Consultant Firms

RFP C140424 – Workers’ Compensation Board – Document Conversion Receipt & Capture RFP

Contractor Disclosure Forms

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

To meet these requirements, the Contractor agrees to complete:

Form A - Contractor’s Planned Employment Form. The successful Contractor must complete this form after selection by WCB.

Form B - Contractor’s Annual Employment Report. Throughout the term of the Contract by May 15th of each year the Contractor agrees to report the following information to the Board. For each covered consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such contract was in effect during such prior State fiscal year Contractor reports the:

1. Total number of employees employed to provide the consultant services, by employment category: the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. (Note: Access the O*NET database, through the US Department of Labor’s Employment and Training Administration, website here)
2. Total number of hours worked by such employees.
3. Total compensation paid to all employees that performed consultant services under such Contract.*

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

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

Department of Civil Service
Alfred E. Smith State Office Building
Albany, NY 12239

**Office of the State Comptroller –
Bureau of Contracts**
110 State St., 11th Floor
Albany, New York
Attn: Consultant Reporting

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

Further information is available in the Office of the State Comptroller's NYS Guide to Financial Operations. Go to http://www.osc.state.ny.us/agencies/contract_advisories/cadvisory_16.htm for the link to Chapter XI, Section 18.C regarding the Contractor Consultant Law requirements and report Forms A and B.

CONTRACTOR DISCLOSURE FORM A

AC 271-S (Effective 4/12)

**New York State Consultant Services
Contractor's Planned Employment**

From Contract Start Date Through the End of the Contract Term

State Agency Name: NYS Workers' Compensation Board

State Agency Department ID: 3560000

Agency Business Unit: WCB01

Contractor Name:

Contract Number:

Contract Start Date: / /

Contract End Date: / /

Employment Category	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature:

Date Prepared: / /

Use additional pages if necessary

Page of

New York State Vendor Responsibility Questionnaire

A contracting agency is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. This questionnaire is designed to provide information to assist a contracting agency in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each bidder or proposer's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://www.osc.ny.gov/state-vendors/vendrep/vendrep-system>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.ny.gov

Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website <https://www.osc.state.ny.us/state-vendors/vendrep/vendor-responsibility-forms> or may contact the Division of Electronic payments at the Office of the State Comptroller for a copy of the paper form.

Vendors who file the Vendor Responsibility Questionnaire online, prior to the proposal due date do not need to submit a paper copy as part of their administrative proposal.

Prospective contractors must answer every question in the questionnaire and where appropriate additional information may be required for the questionnaire to be complete and accurate. The completed questionnaire and responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor's business and operations as the questionnaire information must be attested to by an owner or officer of the vendor.

Electronic Payments

Vendors registered with a NYS Vendor ID* can use the Vendor Self Service Portal on the Statewide Financial System (SFS) to check the status of invoices, purchase orders and payments, submit electronic invoices, and update contact and address information and enroll in various State programs and initiatives (for example, receiving purchase orders and payments electronically).

When you received your NYS Vendor ID, you should have also received an enrollment email with login credentials and instructions from SFS. Following the instructions in the email, you can create your user ID to access your vendor information.

For step-by-step instructions, see Supplier (Vendor) System Help.

If you've already registered for NYS Vendor ID but never received, or no longer have, an enrollment email from SFS, contact the SFS Helpdesk at helpdesk@sfs.ny.gov

*Note: The NYS Vendor ID is not your Taxpayer ID or EIN. If you don't have a NYS Vendor ID, contact the NYS business unit you are planning to do business with to request an ID. At the time you receive a Vendor ID, you will also receive the enrollment email described above.

Sales Tax Certification Instructions

The Tax Law was amended to require contractors with state agencies to certify to the Department of Taxation and Finance (DTF) that they, their affiliates, their subcontractors and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. Tax Law Section 5-a applies to all contracts in excess of **\$100,000** for the purchase by a covered agency of commodities or services, awarded pursuant to Article XI of the State Finance Law.

For submission to the Division, Contractors must complete Contractor Certification Form ST-220-CA, a required document to be provided by the contractor to the procuring agency before a contract may take effect. This certification to the procuring agency, also made under penalty of perjury, states that the requisite (ST-220-TD) certification has been made to DTF and, to the best of the contractor's knowledge, that the requisite (ST-220-TD) certification is correct and complete. Attached electronically will be the necessary form for the Division, ST-220-CA.

If contractor has any questions regarding either forms, ST-220-CA or ST-220-TD, the New York State Comptroller Guide to Financial Operations can provide background information and necessity of both forms.

Contractors can refer to the Department of Taxation and Finance website, or the NYS Tax Law, Section 5-a for additional information and guidance.

**Contractor Certification to Covered Agency**

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

ST-220-CA

(12/11)

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

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

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)

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

(Mark an **X** in only one box)

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

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

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

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

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

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

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

Notary Public

Registration No.

Privacy notification

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

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

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

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

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?



Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



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

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

(4/15)

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

Contractor name				
Contractor's principal place of business		City	State	ZIP code
Contractor's mailing address (if different than above)		City	State	ZIP code
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)		Contractor's telephone number ()
Covered agency or state agency		Contract number or description		Covered agency telephone number ()
Covered agency address		City	State	ZIP code
Is the estimated contract value over the full term of the contract (but not including renewals) more than \$100,000? Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown at this time <input type="checkbox"/>				

General information

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

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

For more detailed information regarding this form and Tax Law section 5-a, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*. See *Need help?* for more information on how to obtain this publication.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227-0826**

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features

**Telephone assistance****Sales Tax** Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

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

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

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

Section 1 – Contractor registration status

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

Section 2 – Affiliate registration status

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

Section 3 – Subcontractor registration status

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Schedule A – Listing of each entity (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to contractor	B Name	C Address	D Federal ID number	E Sales tax ID number	F Registration in progress

- Column A – Enter **C** in column A if the contractor; **A** if an affiliate of the contractor; or **S** if a subcontractor.
- Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner’s given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.
- Column C – Address - Enter the street address of the entity’s principal place of business. Do not enter a PO box.
- Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.
- Column E – Sales tax ID number - Enter only if different from federal EIN in column D.
- Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
 : SS.:
COUNTY OF }

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

(Mark an X in the appropriate box and complete the accompanying statement.)

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

Notary Public

Registration No. _____

Procurement Lobbying Forms

Pursuant to State Finance Law §§139-j and 139-k, this RFP includes and imposes certain restrictions on contact with the New York State Workers' Compensation Board during the procurement process. The term "Contact" is defined by statute and refers to those oral, written or electronic communications that a reasonable person would infer are attempts to influence the governmental procurement. In addition to obtaining the required identifying information, the Agency must inquire and record whether the person or organization that made the contact was the Offerer or was retained, employed or designated on behalf of the Offerer to appear before or contact the Governmental Entity.

An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers for this project definition through final award and approval of the contract by the Office of the State Comptroller to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a) the end of the restricted period. This period is hereby termed the "Restricted Period."

Designated contacts are identified in the RFP. The New York State Workers' Compensation Board employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offerer/bidder is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found at <https://ogs.ny.gov/acpl>.

All firms responding to the Project Definition **must** complete the forms found in this Attachment (as listed below) and submit them with the proposal.

PROCUREMENT LOBBYING FORMS:

- Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)
- Offerer's Certification of Compliance with State Finance Law §139-k(5)
- Offerer Disclosure of Prior Non-Responsibility Determinations

Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

The New York State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

As a "Governmental Entity," the New York State Workers' Compensation Board must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k.

_____ affirms that it understands and agrees to comply with the
(Name of Offerer/bidder's firm)

procedures of the New York State Workers' Compensation Board relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____
(PRINT Name of Authorized Representative)

Signature: _____

Title: _____

Contractor Address: _____

**Offerer's Certification of Compliance
with State Finance Law §139-k(5)**

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the New York State Workers' Compensation Board with respect to State Finance Law §139-k is complete, true and accurate.

The NYS Workers' Compensation Board must obtain the required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the certification and provide it to the procuring Governmental Entity.

Offerer Certification of Compliance with State Finance Law §139-k(5)

II. Offerer Certification:

I certify that all information provided to the New York State Workers' Compensation Board with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
(PRINT Name of Authorized Representative)

Signature: _____

Title: _____

Contractor Address:

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By (PLEASE PRINT): _____

Date: _____

Signature

Insurance

Any vendor interest in doing business with the State of New York must prove compliance with NYS workers' compensation and disability benefits requirements, to move their government permit, license or contract along the approval process.

WORKERS' COMPENSATION REQUIREMENTS UNDER WORKERS' COMPENSATION LAW §57 & §220

To comply with coverage provisions of the Workers' Compensation Law ("WCL"), businesses must:

- A) be legally exempt from obtaining workers' compensation insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be a Board-approved self-insured employer or participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57 & 220, businesses requesting permits or seeking to enter into contracts MUST provide ONE of the following forms to the government entity issuing the permit or entering into a contract:

A) [CE-200](#), Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; Form CE-200 can be filled out electronically on the Board's website, www.wcb.ny.gov Click on the button to the right {WC/DB Exemptions Form CE-200 (In bright yellow letters)} Applicants filing electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract; OR

B) [C-105.2](#) -- Certificate of Workers' Compensation Insurance (the business's insurance carrier will send this form to the government entity upon request) PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; OR

C) [SI-12](#) -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), OR [GSI-105.2](#) -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

DISABILITY BENEFITS REQUIREMENTS UNDER WORKERS' COMPENSATION LAW §220(8)

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- A) be legally exempt from obtaining disability benefits insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts MUST provide ONE of the following forms to the entity issuing the permit or entering into a contract:

CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; Form CE-200 can be filled out electronically on the Board's website, www.wcb.ny.gov. Click on the button to the right {WC/DB Exemptions Form CE-200 (In bright yellow letters)} Applicants filing electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract. OR

B) DB-120.1 -- Certificate of Disability Benefits Insurance (the business's insurance carrier will send this form to the government entity upon request); OR

C) DB-155 -- Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).

CERTIFICATE OF LIABILITY INSURANCE

To comply with coverage provisions of the contract, businesses must provide proof of liability coverage with limits not less than those required by the terms of the Contract, or as required by law, whichever is greater.

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW

SECTION 139-D, Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR
STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this
_____ day of _____, 20____ as the act and deed of said corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME

LEGAL RESIDENCE

President:

Secretary:

Treasurer:

President:

Secretary:

Treasurer:

Identifying Data

Potential Contractor_____

Address_____

Street

City, Town, etc.

Telephone_____

Title_____

If applicable, Responsible Corporate Officer

Name_____

Title_____

Signature_____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By_____

Name

Name

Name

Title

Title

Address_____

Street

Address_____

Street

City

State

City

State

EO 177 Certification
Prohibiting Contracts with Entities that Support Discrimination

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

The Certification is to be submitted prior to contract award on all covered contracts and contract renewals.

Contractor:

Name:

Title:

Date:

Signature: _____

WCB RFP C140424 - Attachment E

**Affirmation of Understanding and Agreement with Sexual Harassment
Prevention Policy and Training**

Background: State Finance Law §139-l requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.

By signing below, Bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-G of the New York State Labor Law.

Bidder Name:

Signatory Name:

Title:

Date:

Signature: _____

Attachment F

C140424 – Workers' Compensation Board – Document Conversion Receipt & Capture RFP

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The individual or entity offering to provide services pursuant to this solicitation, attests that its performance of the services outlined in this proposal does not and will not create a conflict of interest with nor position the individual or entity to breach any other contract currently in force with the State of New York.

Furthermore, the individual or entity attests that it will not act in any manner that is detrimental to any State project on which the individual or entity is rendering services. **Specifically, the individual or entity attests that:**

1. Its fulfillment of obligations, as outlined in its proposal, does not violate any existing contracts or agreements between the individual or entity and the State;
2. Its fulfillment of obligations, as outlined in its proposal, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the individual or entity has with regard to any existing contracts or agreements between the Firm and the State;
3. Its fulfillment of obligations, as outlined in its proposal, does not and will not compromise the individual or entity's ability to carry out its obligations under any existing contracts between it and the State;
4. Its fulfillment of any other contractual obligations it has with the State will not affect or influence its ability to perform under any contract with the State resulting from this solicitation;
5. During the negotiation and execution of any contract resulting from this solicitation, the individual or entity will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this solicitation, the individual or entity will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the individual or entity, nor any former officer or employee of individual or entity who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The individual or entity has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official

duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

The individual or entity shall disclose below any existing or contemplated relationship with any other person or entity, including any known relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the proposer or former officers and employees of NYSERDA, in connection with proposer's rendering services as proposed. If a conflict does or might exist, please describe how you would eliminate or prevent it. Indicate what procedures will be followed to detect, notify NYSERDA of, and resolve any such conflicts.

The individual or entity must disclose whether it, or to the best of its knowledge, any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

Individuals or entities responding to this solicitation should note that the State recognizes that conflicts may occur in the future because an individual or entity may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

☐ No Disclosure Statement Form Required ☐ See Attached Disclosure Statement

DISCLOSURE STATEMENT

This Disclosure Statement is provided with respect to my proposal and sets forth potential conflicts of interest, either real or perceived, for myself or any member of my immediate family, partner(s), or joint venture, with the firms that have responded to this solicitation.

Section I of this Disclosure Statement describes the potential conflicts of interest. Section II of this Disclosure Statement describes the management plan for dealing with the potential conflicts of interests as described in Section I of this form.

SECTION I – DESCRIPTION OF POTENTIAL CONFLICTS OF INTEREST

SECTION II – REMEDY FOR DEALING WITH POTENTIAL CONFLICTS OF INTEREST

Signed: _____

Date: _____

Name and Title: _____

Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: _____
(legal entity)

By: _____
(signature)

Name: _____

Title: _____

Date: _____

Attachment H – Bidder's Certified Statements

RFP C140424 – Workers' Compensation Board – Document Conversion Receipt & Capture RFP

MANDATORY SUBMISSION: To be completed and submitted as a separate file

RFP C140424 Workers' Compensation Board Document Conversion, Electronic Document Receipt and Data Capture Services ATTACHMENT H	
A. Information with regard to the Bidder	
1. Provide the name of the proposing vendor, the primary office address, and telephone number.	
Name:	
Address:	
City, State, ZIP Code:	
Telephone Number (including area code):	
2. Provide the name, title, address, telephone number, and email address of the Bidder's Official Representative serving as the primary contact with the WCB with regard to the proposal submitted. The Bidder designates the following individual as the Official Representative for this proposal and acknowledges that this individual is authorized to respond on behalf of the Bidder.	
Name:	
Title:	
Address:	
City, State, ZIP Code:	
Telephone Number (including area code):	
Email Address:	
B. Minimum Bidder Eligibility Requirements (Section 3.1): NOTE: If Bidder's Technical proposal does not substantiate that Bidder meets the Minimum Bidder Eligibility Requirements, Bidder may be disqualified.	
1. The Bidder is authorized to conduct business in New York State or has filed an application for authority to do business in New York State with the New York State Secretary of State at time of bid submission. Such application must have been approved prior to Contract Award.	<input type="checkbox"/> YES <input type="checkbox"/> NO*

Attachment H – Bidder’s Certified Statements

RFP C140424 – Workers’ Compensation Board – Document Conversion Receipt & Capture RFP

RFP C140424 Workers’ Compensation Board Document Conversion, Electronic Document Receipt and Data Capture Services ATTACHMENT H	
2. Bidder has 2 years of experience operating one or more imaging facilities that collectively process at least 25 million digital images per year for 5 years or more. That processing must include the conversion of paper and electronic documents to digital images and the capture of multiple index fields per document.	<input type="checkbox"/> YES <input type="checkbox"/> NO*
C. Bidder’s Acknowledgement of Proposal Requirements: [Note: Alteration of any language contained in this section may render your proposal non-responsive]	
1. The proposal, including the Technical, Administrative, and Cost Proposals, constitutes a firm and irrevocable offer for a period of 180 days from the Closing Date of Receipt of Proposals specified in Section 2.2.2, “RFP Calendar.”	<input type="checkbox"/> YES <input type="checkbox"/> NO*
2. The Bidder certifies, if awarded the Contract, the Bidder will comply with all the requirements set forth in this RFP, including the Contract terms and conditions in Section 3 and Section 6, the Standard Clauses for all NYS Contracts (attached hereto as “Appendix A”) and State Finance Law 139-j and 139-k, except as may be hereinafter modified and accepted by WCB.	<input type="checkbox"/> YES <input type="checkbox"/> NO*
3. The Bidder certifies that all information provided in connection with its proposal is true and accurate.	<input type="checkbox"/> YES <input type="checkbox"/> NO*
4. The Bidder certifies that no principal, officer, or member of the firm has ever been convicted of a crime of fraud or dishonesty, and no such person is currently under indictment for a crime of fraud or dishonesty. The Bidder may, if desired, provide an attestation as to the business and personal integrity of their firm or any principal or member of the firm.	<input type="checkbox"/> YES <input type="checkbox"/> NO*
* A “No” Response may result in disqualification.	

Attachment H – Bidder’s Certified Statements

RFP C140424 – Workers’ Compensation Board – Document Conversion Receipt & Capture RFP

RFP C140424 Workers’ Compensation Board Document Conversion, Electronic Document Receipt and Data Capture Services ATTACHMENT H
D. Information Required:
1. Provide the name, title, address, telephone number, and email address of the official authorized to bind the Bidder to its provisions as part of its proposal.
Name:
Title:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
Email Address:
2. Bidder’s Taxpayer Identification Number:
3. Bidder’s SFS Vendor Identification Number:
By my signature on this Attachment H, I certify that I am authorized to bind the Bidder contractually.
_____ Typed or Printed Name of Authorized Representative of the Bidder
_____ Title/Position of Authorized Representative of the Bidder
_____ Signature of Authorized Representative of the Bidder
_____ Date