REQUEST FOR PROPOSALS
FOR
Third Party Administration of the Pre-Tax Transportation Program

Issued on May 3, 2010 by:

New York State Governor's Office of Employee Relations (GOER)
Work-Life Services/Family Benefits Program
55 Elk Street, Suite 301-C
Albany, NY 12210

Schedule of Key Events

RFP Release Date .....May 3, 2010

Written Questions Due .....May 14, 2010

Response to Written Questions Posted.....May 19, 2010

Deadline to Submit Notice of Intent to Bid.....May 19, 2010

Proposal Due Date.....June 2, 2010

Selection Review Begins.....June 4, 2010

Notification of Award .....July 2, 2010

Contract is Executed .....September 1, 2010

Designated Contact(s) during Restricted Period (This date forward only contact the following):

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A. INTRODUCTION

1. Purpose of the Request for Proposals

The intent of this Request for Proposals (RFP) is to secure the services of a Third Party Administrator (TPA) that can provide the New York State Governor's Office of Employee Relations (GOER) complete administrative services to successfully operate *NYS-Ride,* New York State's qualified transportation fringe benefit (QTB) plan authorized by Internal Revenue Code Section 132.

The purpose of the *NYS-Ride* program is to enable eligible State employees to set aside payroll deductions on a pre-tax basis for qualified transit expenses. There are approximately 225,000 New York State employees potentially eligible to participate in the Program statewide. In addition to Executive Branch employees, the Program is also offered to employees of the Unified Court System and Legislature, both of which currently participate in *NYS-Ride*.

Bidders are invited to submit proposals for TPA services for *NYS-Ride* which is fully described in Section B of this RFP.

The term of the contract will be defined in the Contract Agreement, but is anticipated to begin up to four months prior to January 2, 2011 and end on December 31, 2015. The start date of the contract will be negotiated with the selected vendor.

The contract may be terminated or modified should changes in federal laws result in the loss of favorable tax status for qualified transportation benefits.

2. Description of the Governor's Office of Employee Relations (GOER)

GOER is the Governor's representative for negotiating and administering the collective bargaining agreements with fourteen different units represented by nine public employee unions, for approximately 180,000 employees. As the Governor's agent, GOER is charged with responsibilities that originate in the Taylor Law, which was enacted in 1967 and is contained in Article 14 of the Civil Service Law. The Taylor Law permits public employees to organize and engage in collective negotiations with the State, its political subdivisions, and other governmental or public entities.

GOER's mission is to advance the performance of state government through collaborative labor relations, workforce training, education, and benefits. This mission is carried out by five functional divisions: one responsible for

negotiations and contract administration; another for legal matters; another for information technology; a fourth that oversees the joint labor-management initiatives, statewide training, employee development, and organizational consulting; and the fifth which is our internal division for administration. Additional information about GOER can be found on the agency's website at www.goer.ny.gov.

3. GOER Responsibilities

GOER will oversee the implementation of the contract resulting from this RFP. Staff from the Work-Life Services Unit (WLS) will provide ongoing oversight of the executed contract and maintain primary communication with the chosen bidder.

Funding for the *NYS-Ride* program will come from funds appropriated for this purpose, and may include other New York State agency funds if requested by a state agency and subsequently approved by GOER.

a. Overview of the Work-Life Services Unit

There are currently a number of joint labor-management committees, comprised of New York State and the various unions, which oversee specific program initiatives and the use of the negotiated funds. Labor-management committees address issues of mutual concern in a nonpartisan, cooperative fashion and provide an ongoing forum for dealing with difficult problems away from the bargaining table. One such entity is the Work-Life Services Advisory Board, which provides policy guidance to the Family Benefits Program (FBP).

The seven unions that participate on the Work-Life Services Advisory Board are:

- The Civil Service Employees Association
- Public Employees Federation
- United University Professions
- New York State Correctional Officers & Police Benevolent Association
- Council 82
- District Council 37
- Graduate Student Employees Union

GOER contributes funding on behalf of New York State's Management/ Confidential employees.

Under the umbrella of the Work-Life Services Unit, the FBP works to provide seamless access to state employee benefits that help employees to better balance work and life. The FBP was established through collective bargaining in the early 1980s. Initially created to address employees' childcare issues, the FBP evolved with changing workforce needs, and now offers several benefits described in more detail below.

- The Dependent Care Advantage Account (DCAA), a pre-tax flexible spending account for dependent care with an income sensitive employer contribution for eligible NYS employees;

- *NYS-Ride,* a pre-tax transit benefit, available on a statewide basis to eligible employees who utilize mass transit;

- Thirty-eight not-for-profit child care centers, provided with rent-free space at State worksites, that give priority to children of NYS employees;

- Pre-retirement planning seminars held around the State for employees eligible to retire within five years; and

- NYS-Balance, a confidential resource and referral service designed to save eligible employees time and help them better balance work and life.

FBP has assigned a single Program Manager to oversee both the DCAAccount and *NYS-Ride.*

Additional information about these programs can be found on the Work-Life Services website at www.worklife.ny.gov.

4. Terms Used in this RFP

For the purpose of this RFP, and unless otherwise specified, the following terms will be used as follows:

- **Masked Social Security Numbers** - all but the last four digits of a participant's Social Security Number (SSN) shall be hidden in any report or correspondence.

- **Customization** - shall include modification of the selected vendor's products to meet the specific requirements of NYS's pre-tax transportation

program. Bidders should note that such customization will usually entail using GOER's logo and established branding on publications, websites, correspondence, etc., but will often entail much more extensive modifications (e.g., payroll interface, online enrollment systems, annual survey).

- **Mail *(verb)*** – shall include electronic transmission of correspondence and PDF documents for participants who have voluntarily provided email addresses and elected to receive such correspondence electronically; and US Postal Service for participants who have *not* provided an email address. Resolution of bad email addresses will be the responsibility of the selected vendor.

- **Mac/PC Compatibility** – all web pages and applications for the *NYS-Ride* program must be designed for use on Macs and PCs.

- **GOER** – indicates the agency or staff of the Work-Life Services Unit (WLS)

B Description of Services Sought

B.1 Intent of the Request

The intent of this RFP is to secure the services of a Third Party Administrator who can provide the New York State Governor's Office of Employee Relations (GOER) complete administrative services to operate the statewide Pre-tax Transportation Program, *NYS-Ride,* for New York State employees.

NYS-Ride, established in 2005, enables eligible state employees to set aside payroll deductions on a pre-tax and post-tax basis for eligible transit expenses. There are approximately 225,000 New York State employees potentially eligible to participate in *NYS-Ride* statewide. The program is also offered to employees of the Unified Court System and to the Legislature. The selected vendor must also be able to enter into joinder agreements with certain public benefit corporations, i.e. manual agencies in the event they are offered the opportunity to participate.

The selected vendor will be responsible for implementing all processes, procedures, and systems necessary to provide transit benefits to employees on a pre- and post-tax basis through payroll deduction for the following: transit passes, vouchers, van pooling, rechargeable debit cards, and potentially parking. The bidder must certify its ability to meet each of the mandatory requirements and then respond to fourteen major areas: 1) Program Implementation; 2) Employee Enrollment; 3) Payroll Interface 4) Account Management; 5) Benefit Distribution; 6) Customer Service; 7) Communications and Marketing; 8) Reporting; 9) Website Hosting and Maintenance; 10) Compliance; 11) Information Security and Emergency Procedures; 12) Turnover Plan; 13) Performance Standards and Penalties; and 14) Required Samples.

In developing a response to this RFP, the bidder is expected to demonstrate what makes its organization particularly qualified to serve NYS employees, including a mission consistent with excellence in service and any formal recognition for industry leadership. The bidder's proposal should also demonstrate an ability to accommodate the customized plan designs and unique needs of the *NYS-Ride* program. The selected vendor must be prepared to implement *NYS-Ride* by December 1, 2010. At sometime during the contract, vouchers for statewide parking may be added. Should this occur, the selected vendor must be prepared to implement this portion of the benefit within three months, assuming an additional 15,000 participants.

Transit limit increases or decreases and state or federal laws mandating benefit changes, enacted during the contract, shall be considered within the scope of the contract and will not result in additional cost to the State.

The informational chart below will provide bidders with typical *NYS-Ride* data.

NYS-Ride Statistics for June 2010 Benefit Month	
Federal Pre-Tax Transit Limit	$230
Enrollment	8,470
Number of Passes Ordered	8,847
Total Elections (pre-tax and post-tax)	$991,352
Typical Monthly Customer Service Calls	600

The current Standby Letter Of Credit (SLOC) value is $2,000,000.

B.2 Scope of Work

The Technical Portion of bidders' proposals will be evaluated using the Scope of Work criteria found on pages 10-36. Bidders must describe in detail how they will conform to the scope of work requested in this RFP.

B.2.a Mandatory Requirements

Any bidder must attest and demonstrate through current valid documentation to the satisfaction of GOER that it meets the prerequisites stated below.

Bidders who do not meet these requirements will be considered non-responsive and their proposals will be removed from consideration.

- The bidder must demonstrate that it has significant experience and expertise in the administration of Section 132(f) pre-tax transportation programs as defined by the Internal Revenue Code.

- The bidder must demonstrate that it has experience providing third party administration services to large (minimum of 75,000 employees), multi-site employers and be capable of serving a geographically diverse employee population. It is *desirable* but not mandatory for the selected vendor to have experience providing services to a unionized public employee population.

- The bidder must have the capability to record, retrieve, and archive telephone calls, including enrollment, changes, and terminations, which satisfies the New York State Finance Law requirements of obtaining employee authorization to take payroll deductions.

- For the term of the contract, the selected vendor must assign an account manager to oversee all matters arising in the administration and management of *NYS-Ride*. The account manager should be fully authorized in writing by the contracting bidder to deal with the State; to negotiate with the State on all matters arising in administration of the program; and to make final decisions on all day-to-day matters, programmatic or administrative, arising from the operation of *NYS-Ride*. The account manager will be responsible for coordinating and leading weekly conference calls between the vendor's appropriate departments and GOER to discuss and resolve both client and employee issues. The decision of the State will be final and controlling as to the meaning of any provision in these specifications.

- Without exception, each bidder's proposal must include a statement that it is committed to providing the required Letter of Credit and a statement as to how it will be provided. This statement must be accompanied by a written commitment from a financial institution to provide GOER with the Letter of Credit no more than 60 days after receipt of a "Letter of Intent" to enter into a contract. The selected vendor, as a condition of the contract resulting from this RFP, must provide GOER with an irrevocable Letter of Credit that must be maintained in force and effect with GOER as required in Section F.2, pg. 53 of this RFP.

- The bidder must certify its ability to meet the payroll interface requirements with the Office of the State Comptroller, as defined by Section B.2.d, Payroll Interface.

- The bidder must agree to mask all but the last four digits of the participants' SSNs in all correspondence and reports.

- The bidder must guarantee that the customer service operations that serve *NYS-Ride* and its participants or eligible employees will not be subcontracted to a company or operation (including business partners) located outside of the United States.

- The bidder must guarantee that the information technology operations that serve *NYS-Ride* and its participants or eligible employees will not be subcontracted to a company or operation (including business partners) located outside of the United States.

- The bidder must certify its ability to deliver benefits to employees through direct mailing.

B.2.b Program Implementation

Implement *NYS-Ride* for New York State employees, a program that provides transit passes, transportation in a commuter highway vehicle (van pooling), vouchers, smart cards, also known as permanent stored value cards or electronic vouchers, and potentially qualified parking expenses as defined by the Internal Revenue Code Section 132(f). A transit pass is any pass, token, fare card, voucher, or similar item (including an item exchangeable for fare media) that entitles a person to transportation on mass transit facilities or by commuter highway vehicle. As detailed in the federal regulations, restrictions apply for eligibility of commuter highway vehicle expenses. Qualified parking is provided by an employer on or near the employer's business premises or at a location from which the employee commutes to work. Parking on or near the employee's residence is not qualified parking. If a parking benefit is offered by NYS during the term of this contract, bidders must be prepared to provide pre-tax and post-tax purchase of vouchers for qualified parking rather than a reimbursement program for parking expenses.

B.2.b.1 In developing a response to this RFP, the bidder must demonstrate what makes its organization particularly qualified to serve NYS employees, including a mission consistent with excellence in service and any formal recognition for industry leadership.

B.2.b.2 Produce passes, vouchers, or smart cards that are agreed upon and accepted by the local transit authorities and the State. The bidder must be willing to negotiate the acceptance of fare media including commuter trains, bus lines, ferries, van pools, and parking vendors with local transit authorities and vendors throughout the State and other locations where NYS employees regularly commute, e.g. Connecticut, Massachusetts, New Jersey, Pennsylvania, Washington D.C, etc.

B.2.b.3 Assist and advise GOER with respect to the program's qualification under IRC Section 132(f) and any other pertinent federal laws or regulations.

B.2.b.4 Provide GOER with any necessary legal advice with respect to administration of the program.

B.2.b.5 Include the number of professional and support personnel to be assigned to this deliverable.

B.2.c Employee Enrollment

B.2.c.1 The selected vendor will be responsible for providing a convenient, readily available, customized, user-friendly, completely paperless process for enrolling and submitting account changes (see

Attachments I.4.a-b Process Flow, which will provide an understanding of the minimum level of customization required). This system must include a web-based online option and a telephone option, in accordance with New York State Finance Law and requirements set forth by the Office of the State Comptroller (OSC) and GOER, and customized to meet the needs of the State. The web-based and telephone enrollment process is expected to accurately inform employees when their fare media will be received based on the date of enrollment or change, the pre-tax and post-tax amount of the biweekly deduction, and in what paycheck the deduction will take effect. All information exchanged electronically through the Internet or other electronic exchange mechanisms must be protected with industry-accepted practices for authentication and data encryption.

In developing a customized website for employee enrollment, it will be the responsibility of the contractor to adhere to the NYS policy for website accessibility according to the policy in effect at the time the website is designed. At present, the applicable policy is NYS OFT Technology Policy P08-005, which can be referenced at http://www.oft.state.ny.us/policy/NYS-P08-005.PDF. GOER will work with the selected vendor to provide an understanding of accessibility requirements. *Bidders should note that NYS accessibility requirements are more stringent than the federal accessibility requirements.*

B.2.c.2 Provide a system for tracking new enrollments, changes, and terminations in accordance with the timeframes established by the NYS Office of the State Comptroller (OSC) and GOER.

B.2.c.3 Process new enrollments, changes, and terminations, in accordance with the timeline provided by *GOER (see Attachment I.3).* The current vendor will be responsible for processing new enrollments, changes, and terminations through January 1, 2011 and for fulfilling passes for the January benefit month. The current vendor will also be responsible for transmitting the payroll files through December 10, 2010, which will include all payroll deductions for the benefit month of January 2011 and the first Institutional and Administrative payroll deductions for the February benefit month. The selected vendor will be responsible for transmitting the *NYS-Ride* payroll files for payroll deductions beginning with the February 2011 benefit month and assume processing all *NYS-Ride* enrollments, changes and terminations effective January 2, 2011 (for the April benefit month).

B.2.c.4 Include the number of professional and support personnel to be assigned to this deliverable.

B.2.d Payroll Interface

It is the State's intent that the selected vendor will be responsible for performing all payroll deduction management functions. The bidder must agree to and demonstrate its ability to perform the following functions as outlined below.

Scores for this portion of bidders' proposals will be weighted to reflect the overall importance of the bidders' ability to interface with NYS payroll system in the formats defined by OSC. The selected vendor must:

B.2.d.1 Interface with the NYS payroll system, in the format defined by the Office of State Comptroller (OSC) as outlined below. OSC operates the State payroll system. Because of the size of the State work force, the payroll is split into two alternating pay cycles. Employees of administrative agencies are paid every other Wednesday. On the other pay cycle, employees of the institutional agencies are paid every other Thursday, between administrative paydays. The selected vendor must be able to receive and send data electronically every week to the State payroll office and assign participants to the correct payroll group.

The current vendor will be responsible for processing new enrollments, changes, and terminations through January 1, 2011 and for fulfilling passes for the January benefit month. The current vendor will also be responsible for transmitting the payroll files through December 10, 2010, which will include all payroll deductions for the benefit month of January 2011 and the first Institutional and Administrative payroll deductions for the February benefit month. The selected vendor will be responsible for transmitting the *NYS-Ride* payroll files for payroll deductions beginning with the February 2011 benefit month and assume processing all *NYS-Ride* enrollments, changes and terminations effective January 2, 2011 for the April benefit month.

- TCP/IP: Transmission Control Protocol/Internet Protocol—OSC's secure file transfer protocol (FTP). The selected vendor is required to open a TCP/IP account. Instructions on how to do this will be provided to the selected vendor by OSC.

- Eligibility Validation: The selected vendor is expected to validate employee eligibility. OSC will create an eligibility file for the selected vendor *(see Attachment I.1.b NPAY579)* on a weekly basis. The file format will contain employees who meet the eligibility criteria and will contain ONLY the following data, which the selected vendor will use to

match eligibility of enrollees:

- Last 4 digits of SSN
- Department ID
- Bargaining Unit Code
- Location Pay (Pilot Eligible Bargaining Units Only)

Bidders: OSC will not provide names, full Social Security Numbers, or unique identification numbers on the weekly eligibility file.

The selected vendor is expected to validate continued eligibility. GOER will provide the selected vendor with a list of eligible and ineligible Department ID's and Bargaining Unit Codes. For validating continued eligibility, OSC can provide limited eligibility validation once the employee is enrolled. If an employee transfers from an eligible bargaining unit to an ineligible bargaining unit, OSC will automatically terminate the deduction.

- Payroll Data Exchange: To initiate, change, or terminate a deduction, the selected vendor will be required to submit a weekly interface to OSC *(see Attachment I.1.c OSC Inbound Interface File Layout)* on specified dates not later than 6:00 p.m., ET. The interface must contain the following information:

  - Department ID
  - Name
  - SSN
  - Pre-Tax Deduction Code (421)
  - Post-Tax Deduction Code (422)
  - Effective Date
  - Deduction End Date
  - Deduction Amount (vendor **is required** to calculate the employee's election in 2 biweekly increments. In three pay period months, OSC will take deductions from the first two paychecks and no deduction from the third.)

  OSC will provide payroll processing calendars indicating deduction effective dates, check dates, and file submission dates *(see Attachment I.2.a-b for sample calendars).*

  GOER will also provide a listing indicating Department ID's and corresponding pay cycles.

- Two Pay Period Deduction Deferral: Two biweekly deductions must be taken prior to issuance of the transit pass or voucher to the employee in order to pre-fund the benefit and protect the State from financial liability. The vendor will be responsible for administering this deferral.

  Example: An employee on the Administrative Pay Cycle enrolls on September 25, 2009 for the December benefit month. The vendor will send the deduction file to OSC on October 15 for the first payroll deduction from the paycheck of October 28 and another file on October 29 for the second payroll deduction from the paycheck of November 11. The vendor will mail the transit pass or voucher to the employee by November 21, for use by the employee on December 1, 2009.

  The State will provide the vendor with an Enrollment Time Line that details weekly deadlines for enrollment and payroll interface deadlines with OSC for use in determining when to mail transit benefits to employees*. (see Attachment I.3 for a sample Enrollment Time Line).*

- Participant Refunds: The refund will be added to the employee's salary on a post-tax basis. The selected vendor is responsible for identifying the employees to whom a refund is owed *(see Attachments I.4.a-b Process Flow)* within one pay cycle and reporting this information to OSC via the inbound File NPAY515 Refund detail file *(see Attachment I.1.h).* The refund will be identified as a negative deduction on the NPAY518 Outbound detail file from OSC *(see Attachment I.1.f).*

- Missed Deductions: The vendor is responsible for terminating benefits for employees who miss a deduction *(see Attachments I.4.a-b Process Flow).* In such cases, the vendor is required to notify the employee of the termination by mail or email if elected by participants, with instructions on how to renew enrollment. The vendor is also responsible for end-dating the deduction in the next interface file *(see Attachment I.1.c NBEN 902U)* submitted to OSC for that payroll cycle.

  If the employee resumes participation in *NYS-Ride*, sufficient deductions must be taken before a new pass or voucher can be delivered. It is the responsibility of the vendor to keep track of the employee's account and restart the benefit timely when the employee has accumulated sufficient deductions, allowing for any credits the employee may have in his or her account.

When through no fault of his or her own, a participant misses the first deduction of a benefit month, the vendor is responsible for taking a double deduction. This double deduction must be taken in the second payroll for that benefit month to ensure that the participant is not erroneously terminated from *NYS-Ride*, resulting in his or her not receiving the fare media.

- Testing: To help ensure the success of the file transmission and accurate deduction processing, *a three to four week testing period will be required* prior to the implementation of *NYS-Ride*. Testing will include the transmission of and the receipt of an eligibility file, inbound interfaces, and outbound reconciliation files.

B.2.d.2 Receive monies weekly by Automated Clearing House (ACH) wire transfer from the State and make proper allocation of such monies to the accounts of *NYS-Ride* participants, including the allocation and payment of such amounts to transit/parking vouchers, and smart cards.

- The State will make a weekly payment to the vendor through direct deposit totaling the amount of actual deductions taken for *NYS-Ride* benefits. The selected vendor must have an ACH account to receive monies.

B.2.d.3 OSC will also mail to the vendor a weekly Error Report *(see Attachment I.1.d NBEN902U Rejected Transactions)* that will contain any transaction not processed from the Inbound Interface and an explanation of the error *(see Attachment I.1.e).* GOER will research the rejections and report the resolutions to the vendor to implement in a timely manner.

- The selected vendor will reconcile expected and actual payroll deductions on a weekly basis.

- The selected vendor will report unresolved discrepancies (missed or unexpected deductions) to GOER on the defined weekly schedule*. (see Attachment I.3 NYS-Ride Payroll Processing Time Line).*

- GOER will send in a password protected email or to the vendor's secure FTP site a written resolution, which the vendor is expected to use to immediately update the affected participants' accounts, payroll deduction information, and eligibility information*. (see Attachment I.3 NYS-Ride Payroll Processing Time Line).*

- OSC will provide the selected vendor with two outbound reconciliation files. The first file, the Deduction Detail File *(see Attachment I.1.f NPAY518)* will contain employee deduction detail information, employee name, deduction amount, etc. The second file, the Change File *(see Attachment I.1.g NBEN 530)* will identify employees who have had a change in employee status, termination, sick leave, etc. These files are created at the end of each payroll cycle.

B.2.d.4 Benefits Received in Error: If an employee receives a payroll deduction for a transit benefit to which he/she is not entitled, OSC will recover the amount from a subsequent vendor payment and notify the selected vendor by identifying a negative deduction on the NPAY518 detail file *(see Attachment I.1.f NPAY518).* The selected vendor is responsible for pursuing reimbursement of these funds from the employee. In addition, the State will not be responsible for vendor or subcontractor errors if a participant receives a benefit or a duplicate benefit to which he/she is not entitled.

B.2.d.5 As part of the monthly invoice procedure, process any unused participant funds (forfeitures) to GOER for distribution to the State.

B.2.d.6 Execute purchase orders with transit/parking vendors on a timely basis and transfer funds accordingly.

B.2.d.7 Possess demonstrated expertise in database system management, programming, and a variety of electronic media.

B.2.d.8 Maintain records of all participant account activity for the balance of the calendar year in which they were made and for six (6) additional years thereafter, in accordance with federal and state regulations.

B.2.d.9 Possess ability and proven experience, flexibility, and creativity in dealing with large, complex systems.

B.2.d.10 In the event *NYS-Ride* is extended beyond the current Executive Branch, Legislative Branch, and Unified Court System, the selected vendor must be able to execute piggyback (joinder) agreements. The selected vendor will be responsible for establishing procedures to process separate automated or manual payroll files from each public benefit corporation or public authority (manual agencies). These manual agencies are responsible for all costs under the joinder agreement, and the selected vendor will invoice the manual agencies directly and:

- Reconcile expected and actual deductions on a weekly basis and report them to the manual agencies for resolution.

B.2.d.11 Reconcile payroll deduction deposits to the *NYS-Ride* bank account with the automated or manual payroll files received from each manual agency.

B.2.d.12 Include the number of professional and support personnel to be assigned to this deliverable.

B.2.e Account Management

For the term of the contract, it is mandatory for the selected vendor to assign an account manager to oversee all matters arising in the administration and management of *NYS-Ride*. The account manager should be fully authorized in writing by the contracting bidder to deal with the State; to negotiate with the State on all matters arising in administration of the program; and to make final decisions on all day-to-day matters, programmatic or administrative, arising from the operation of *NYS-Ride*. The account manager will be responsible for coordinating and leading weekly conference calls between the vendor's appropriate departments and GOER to discuss and resolve both client and employee issues. The decision of the State will be final and controlling as to the meaning of any provision in these specifications. The selected vendor must:

B.2.e.1 Assign a single IT expert to whom GOER has direct access when unusual and unexpected technical problems occur.

B.2.e.2 Enter, track, and manage account information in an electronic database to monitor compliance within the monthly federal maximums or increases in the maximum as designated by the Internal Revenue Code.

B.2.e.3 Provide GOER with online access to participants' accounts to view payroll deduction, account history, and customer service call records**.**

B.2.e.4 Include the number of professional and support personnel to be assigned to this deliverable.

B.2.f Benefit Distribution

Proposals are expected to reflect that the bidder is willing and capable of providing each of the following:

B.2.f.1 Deliver benefits to employees on a regular monthly basis. The selected vendor must deliver benefits through direct mailing. ***(Mandatory Requirement)***

B.2.f.2 Deliver benefits through home mailing via first class mail in security (non-see through) envelopes.

B.2.f.3 Print recipient's name on each voucher, when vouchers are used instead of transit passes.

B.2.f.4 Issue transit passes/vouchers after two consecutive payroll deductions have been taken and continue on a regular monthly schedule until the participant misses a payroll deduction or terminates enrollment.

B.2.f.5 Mail monthly transit vouchers no later than the 21st of the month to ensure on-time delivery for employees' use by the first of the following month, where rechargeable electronic fare media are not available.

B.2.f.6 Arrange to have the pass or value selected by an enrolled employee transmitted to the employee's electronic card by the beginning of each new calendar month, and new cards issued at reasonable intervals until the participant misses a payroll deduction or terminates enrollment, where smart cards are available.

B.2.f.7 Provide vouchers that are redeemable by employees for public transit travel at no charge.

B.2.f.8 Provide measures to help ensure secure delivery of fare media, smart cards, or vouchers.

B.2.f.9 Provide a fair procedure for handling lost or stolen vouchers, smart cards, or fare media that will not require the involvement of GOER staff.

B.2.f.10 Provide a benefit delivery system that adheres to the State's time line for processing deductions, thereby minimizing the time between employee enrollment or submitting changes and employee's receipt of benefits or implementation of change.

B.2.f.11 Allow employee deductions of any amount within the federal maximum and any practical constraints (e.g., commuter check denominations).

B.2.f.12 Include the number of professional and support personnel to be assigned to this deliverable.

B.2.g Customer Service

Bidders must demonstrate their ability to:

B.2.g.1 Provide accurate, efficient, courteous, and high quality customer service to all participants and prospective enrollees. Customer service should easily be accessible to participants, with customer service representatives having the ability to gain immediate access to a participant's account to verify enrollment information including monthly elections and fare media information. Proposals must also include the capability for participants to have online access to their account information through the selected vendor's secure website.

B.2.g.2 By January 1, 2011, ensure the toll-free customer service line and Telecommunications Devices for the Deaf (TDD) line is adequately staffed such that callers reach a customer service representative rather than a voicemail system at least twelve hours per day covering the core hours of 8 a.m. through 5 p.m. ET, Monday through Friday, excluding legal holidays observed by the State. The toll-free line should be completely tested and fully operational by December 1, 2010 so that the selected vendor can begin answering calls beginning on January 1, 2011**.**

Bidders who propose to provide extended hours of accessibility, and/or propose to provide a dedicated team to answer New York State calls will receive additional points.

B.2.g.3 Provide multiple modes of employee access to customer service (phone, email, Internet, etc.), including the ability to communicate effectively with Spanish speaking state employees.

Bidders who can provide customer service in languages other than English and Spanish will receive additional points.

B.2.g.4 Ensure that customer service representatives are knowledgeable and properly trained in rules and regulations specific to *NYS-Ride*. The customer service representatives must be able to inform our employees when he or she will receive his or her fare media based on the date of enrollment or change, the pre- and post-tax biweekly deduction amount, and what pay period the deduction will take effect. The selected vendor will develop and provide each customer service representative with a *NYS-Ride* specific training manual that will include, but not be limited to:

- Program Overview
- Highlights of NYS-Ride
- Pre-tax Limit
- Eligibility
- User Agreement
- Payroll Timeline

At a minimum, this training manual will be updated annually.

B.2.g.5 Develop an email system whereby employees may ask questions and be responded to in free form and pre-developed responses. This email system must also allow for responses back to the selected vendor.

B.2.g.6 Document in the vendor's main database each incoming telephone call or request received from participants at the time it is received in the individual participant's account record. Telephone calls received from state employees who are non-participants shall also be documented. **Proposals must reflect the ability to record, retrieve, and archive all customer service calls (*Mandatory Requirement*).** These archived records must be available for retrieval for a period of not less than seven years in accordance with federal and state regulations.

B.2.g.7 Respond to GOER's occasional requests to retrieve and listen to specific calls as GOER monitors customer service or requires verification to resolve escalated participant issues.

B.2.g.8 On a weekly basis, review a random sample of each of the customer service representatives' recorded calls and email responses to ensure the accuracy of the information being provided. Customer service representatives who fail the training standard must receive appropriate coaching.

B.2.g.9 Allow participants to make changes to their accounts at any time (i.e., not restricted to specific times of the month).

B.2.g.10 Provide good two-way communication with participants about their *NYS-Ride* benefits, including at a minimum: 1) written or electronic confirmation for new enrollees with instructions on how to make future changes to their account, who to contact, when to expect arrival of their benefits, etc; 2) written or electronic confirmation of any elections or account changes made, customized as necessary; (for example, but not limited to, transit fare increases); 3) monthly emails to participants letting

them know what fare media was sent; and 4) for participants without email addresses, provide program updates and reminders, in hard copy format, on a quarterly basis.

B.2.g.11 Include the number of professional and support personnel to be assigned to this deliverable.

B.2.h Communications and Marketing

Outreach is considered critical, to ensure that employees are aware of how *NYS-Ride* can benefit them. Vendor flexibility, creativity, and diligence in promoting *NYS-Ride* are expected on an ongoing basis. The selected vendor is expected to:

B.2.h.1 Assist GOER with a marketing campaign targeted to increase participation among state employees, with the flexibility to respond to the changing policies, needs, populations, etc.

B.2.h.2 Develop, design, print and distribute all marketing materials customized for *NYS-Ride*. All educational or promotional materials sent to state employees or state agencies are required to identify both the State and the participating unions as the funding source and include GOER's logo and copyright. GOER requires prior approval on the design and content of all promotional material. For the period of this contract, at a minimum, the selected vendor will be expected to produce, in sufficient quantity:

- a detailed enrollment booklet to fulfill employee requests and for distribution at employee information meetings,
- payroll stuffers to be distributed to each state employee via 240 agency payroll offices,
- posters to distribute to 260 agency worksites, and small brochures for GOER to distribute at employee health fairs and union sponsored functions.
- over the course of the five year contract period, design up to three ad hoc (two-page maximum) promotional pieces in PDF format, suitable for electronic distribution to the state employee population.
- for purposes of this RFP, bidders should assume at least one reprint during the contract term. During the contract period the following approximate quantities will be printed: 1,500 24-page enrollment booklets; 214,000 payroll stuffers; 4,100 posters, 7,500 brochures, and 500 one-page letters. GOER anticipates the need for hard copy printed

materials will diminish over the life of the contract. As email becomes an increasingly viable means to reach most employees, the selected vendor will design and develop materials and then provide them in PDF and text-only versions that GOER can email to state agencies. While bidders are requested to include printing and mailing costs in each cost bid for specified quantities of materials, the actual quantities will have to be authorized annually by GOER. GOER reserves the right to reduce the cost paid per participant based on the savings from reduced printing and mailing costs as identified on the selected vendor's budget sheets. Bidders should also assume that the postage costs associated with distributing marketing materials to employees and state agencies are part of the contract costs, and will not be billed separately.

Bidders who can translate these materials, for the website in both PDF and HTML versions, in languages other than English will receive additional points.

B.2.h.3 The selected vendor must provide resources to market *NYS-Ride* to NYS employees, including staff to deliver presentations at State worksites, or webinars. Provide all technology and resources to conduct these presentations electronically. Provide all material necessary for delivery and distribution, including laptops, projectors, electronic presentations, and educational and promotional material tailored to NYS's program when the meetings are conducted at the workplace. The State will provide space for employee meetings, when such meetings are necessary.

<u>Employee meetings/webinars during the term of the contract:</u>

- New York City: 4 — 2 Meetings — 2 Webinars
- Albany: 6 — 3 Meetings — 3 Webinars
- Buffalo: 2 — 1 Meeting — 1 Webinar
- Rochester: 2 — 1 Meeting — 1 Webinar
- Syracuse: 2 — 1 Meeting — 1 Webinar
- Binghamton: 2 — 1 Meeting — 1 Webinar

B.2.h.4 Provide 2,500 low-cost (not to exceed $2.50 per unit) promotional giveaway items, suitable for the workplace, delivered annually

for GOER's use at agency benefit fairs, union conventions, and employee meetings. Provide a new promotional item for each year of the contract period. Promotional items must include the *NYS-Ride* customized program branding on each item, and must be approved by GOER. All promotional items are expected to be made in the U.S.A.

B.2.h.5 Include the number of professional and support personnel to be assigned to this deliverable.

B.2.i Reporting

Monthly, quarterly, annual, and other periodic reporting will be a condition of payment for services rendered. GOER staff will meet with the selected vendor to finalize reporting details including the format, number of reports needed, and other specifics. Reports shall be provided in electronic format in compliance with NYS security procedures, which include password protection, transmission to GOER through the vendor's secure FTP site, or other mutually agreed upon security measures to protect employee Social Security Numbers (SSNs). The selected vendor must agree to mask employee SSNs in all reports unless otherwise requested by GOER.

Bidders who can provide these reports on demand through the bidder's secure website; allow only authorized GOER staff to enter the website with a user ID and password; and make the reports downloadable to an Excel 2007 or lower format spreadsheet will receive additional points.

Bidders are expected to include sample-reporting documents *(see Section B.2.o)* and indicate their ability to provide all of the information below. The selected vendor should provide:

B.2.i.1 The following payroll interface reports on a weekly basis:

- Unresolved Payroll Rejection
- Unresolved Payroll Discrepancy
- Double Deduction
- Refund

B.2.i.2 Monthly employee registry including: employee name, masked social security number, Department ID, bargaining unit code, transit provider, total amount in payroll deductions, monthly and cumulative year-to-date, and total amount of benefits delivered, monthly and cumulative year-to-date.

B.2.i.3 Monthly updates regarding the selected vendor's upcoming schedule for worksite presentations and attendance at union events and benefit fairs.

B.2.i.4 Monthly report of lost and/or stolen vouchers or fare media, including name, date reported, date compensated, and amount compensated.

B.2.i.5 The selected vendor is expected to provide monthly customer service reports to GOER that include the number of *NYS-Ride* calls received, average waiting time for calls to be answered, the number of abandoned calls, and the nature of the participant inquiry (e.g., account balance, complaint of service, request for information, response time, action taken, etc).

B.2.i.6 Print and mail quarterly reminders to the *NYS-Ride* participants' home address for whom no email address is on file. This quarterly reminder will include, but is not limited to, updating current participants on transit increases, plan rules, regulations and changes. GOER requires prior approval of the quarterly reminders.

B.2.i.7 Develop, distribute, and report the results of an annual Participant Satisfaction Survey from a statistically significant random sampling of participants. The survey must include a proportionate sampling of participants with email addresses and without email addresses and be distributed electronically and via USPS accordingly. The annual survey should be distributed in January with results reported to GOER by March 31.

B.2.i.8 Work with GOER as required analyzing cost and savings of *NYS-Ride* and making suggestions regarding efficiency improvements.

B.2.i.9 Include the number of professional and support personnel to be assigned to this deliverable.

B.2.j Website Hosting and Maintenance

The selected vendor is responsible for hosting and maintaining the contents of the *NYS-Ride* website. GOER will retain ownership of the domain name and website content. For information purposes, the website may be viewed at www.nysride.com. It is the responsibility of the selected vendor to conform to all applicable New York State policies pertaining to State-sponsored website design and development at the time the website is established. Bidders should note that *the State's accessibility requirements are more stringent than federal accessibility standards.* GOER will work with the selected vendor to provide an understanding of the State's requirements. The selected vendor also must:

B.2.j.1 Provide sufficient space on a server(s) to host the enrollment systems and/or websites. In developing customized websites for employee enrollment, it will be the responsibility of the contractor to adhere to the NYS policy for website accessibility according to the policy in effect at the time the website is designed, and as modified thereafter. At present, the applicable policy is NYS OFT Technology Policy P08-005, which can be referenced at http://www.oft.state.ny.us/policy/NYS-P08-005.PDF.

B.2.j.2 Designate a web master who will be the primary point of contact for all website matters, and who is authorized to post the updates requested by GOER.

B.2.j.3 Update the contents of the *NYS-Ride* website on an ongoing basis throughout the year upon the request of GOER. Periodic text updates must be posted to the website in a timeframe as directed by GOER. Generally, text updates will be required to be posted within five business days of being requested by GOER. GOER is responsible for drafting and approving all text to be displayed on the website.

B.2.j.4 Establish an interface between the *NYS-Ride* website and the selected vendor's database to provide participants with real-time access to their account information.

Bidders who propose to customize the interface to match the appearance of the *NYS-Ride* website will receive additional points.

B.2.j.5 Provide GOER with the capability of posting its own announcements on the www.nysride.com homepage.

B.2.j.6 Guarantee that all responsibilities related to website hosting and maintenance will not be subcontracted to a company or operation (including business partners) located outside of the United States ***(Mandatory Requirement).***

B.2.j.7 Include the number of professional and support personnel to be assigned to this deliverable.

B.2.k Compliance

By submitting a proposal, the bidder certifies agreement to comply with the following terms and conditions. These terms and conditions are not considered part of the rating criteria and, therefore, will not be evaluated by the Selection Committee.

The selected vendor will be responsible for providing advice and recommendations regarding the program. Such responsibility shall include, but not be limited to, assisting GOER with recommendations and evaluation of proposed benefit design changes and implement any changes necessary to accommodate program modifications resulting from collective bargaining, legislation, or within the statutory discretion of GOER. Recommendations must include a preliminary analysis of all associated costs and the anticipated impact of proposed program modifications and contemplated benefit design changes on enrollees.

B.2.k.1 State or federal laws, or IRS rules and regulations that are proposed or adopted during the term of any resulting Agreement and deemed by the State as necessitating a change in benefits will be incorporated within the scope of this RFP.

The selected vendor will be required to assist the State with the evaluation of proposed benefit design changes and agree to implement benefit design changes as negotiated. In the event of a design change, the selected vendor agrees that its compensation will change only if the selected vendor is able to provide detailed documentation of increased costs to the selected vendor as a result of the design change.

If a change in technology, benefits, or the law occurs during the term of the contract that impacts the selected vendor's level of effort or cost, the State reserves the right to renegotiate the monthly administrative fee with the selected vendor.

B.2.k.2 GOER must review and approve all marketing materials and communications produced by the selected vendor prior to distribution to *NYS-Ride* participants or eligible employees. All costs of marketing materials and distribution to *NYS-Ride* participants and eligible employees will be borne by the selected vendor.

B.2.k.3 The selected vendor is financially responsible and will cooperate in any audit requested by the State, including:

- Annual financial or performance audit
- Any special audit ordered by the State
- Audits of the effectiveness of the vendor's voucher payment procedures performed by the State or independent external auditors.

B.2.k.4 GOER has established performance standards and penalties and will monitor the selected vendor's performance results against the standards *(see B.2.n, Performance Standards and Penalties).*

B.2.k.5 Include the number of professional and support personnel to be assigned to this deliverable.

B.2.l Information Security and Emergency Procedures

GOER considers the security and protection of confidential employee information to be a critical aspect of this engagement. For the purposes of this RFP, a security breach is defined as the unauthorized acquisition of computerized and other data that compromises the security, confidentiality, and integrity of personal information.

By submitting a proposal, the bidder certifies agreement to comply with the terms and conditions listed in the four bullet points directly below, which are not considered part of the rating criteria and, therefore, will not be evaluated by the Selection Committee:

- Comply with all federal and state security policies in relation to providing services *(see Section F.29, page 69 and Section G, Attachment 4, page 99).*
- Share audit reports with the State.
- Allow the State to verify implementation of recommendations resulting from audits.
- In the event of a security breach, the selected vendor will be responsible for providing identity theft and credit monitoring services to the affected

participants. The selected vendor is also responsible for paying all costs associated with any security breach, including the costs for identity theft and credit monitoring services (e.g., services provided by such companies as IdentityGuard, Experion, TrueCredit, and Equifax).

Bidders are required to submit a protection and risk assessment plan for the management of confidential information. The protection and risk assessment plan must include technology- and non-technology-based approaches to managing the security of such confidential information. Bidders must provide both their standard methodology for securing and handling confidential information and an indication as to how this standard methodology may be customized to address any unique requirements of GOER and this engagement. At a minimum, the protection and risk management plan must address the areas listed below.

The protection and risk management plan is considered part of the rating criteria and will be evaluated by the Selection Committee based on the extent to which it addresses the following areas:

B.2.I.1 Ensuring and certifying that employees, subcontractors, and business partners are aware of and comply with bidder's information security and confidentiality requirements.

Bidders who conduct criminal background checks on their employees who have access to personal, private, or sensitive information (PPSI) will receive additional points.

B.2.I.2 System monitoring and intrusion detection.

B.2.I.3 Security reviews and audits, including third-party reviews and audits.

B.2.I.4 Use of security tools and standards (e.g., security software, encryption standards, etc.)

Bidders who have obtained current ISO 27000 certification will receive additional points.

B.2.I.5 Maintaining and enhancing the bidder's information security environment and business practices.

B.2.I.6 Masking employee SSNs in all correspondence and reports, unless specifically requested by GOER ***(Mandatory Requirement)***.

In addition, the selected vendor is expected to provide emergency protection for all data, records, forms, and data processing operations devoted to *NYS-Ride*. **The emergency recovery plan is considered part of the rating criteria and will be evaluated by the Selection Committee based on the extent to which it addresses the following areas:**

B.2.l.7 Establish procedures to ensure its data processing system will be back in at least minimal operation within ten business days of a force majeure occurrence. At a minimum, the procedures must include an agreement with a disaster recovery service. Bidders should specify in their proposal the subcontractors or business partners used for this purpose.

B.2.l.8 Ensure complete, accurate, and up-to-date documentation of all systems and procedures used to operate *NYS-Ride*. This documentation shall include a back-up copy stored off premises.

B.2.l.9 Redundant architectures; Class A data center; regular file back-ups; and continuous 24-hour monitoring.

B.2.l.10 Ensure programs and operational procedures are duplicated with a copy stored off premises.

B.2.l.11 Provide emergency recovery procedure training for all new personnel and refresher training at appropriate intervals for all other personnel.

B.2.l.12 Provide procedures for designating back-up personnel to operate the system in the event of a disaster or unanticipated key personnel changes.

B.2.l.13 Include the number of professional and support personnel to be assigned to this deliverable.

B.2.m Turnover Plan

As part of the planning for a complete program, it is necessary to develop and have on file a turnover plan that provides for the complete transfer of all *NYS-Ride* program operations to the State and/or to a successor contractor. Such a plan might be used at the end of the contract period or if contractor termination occurs prior to that time. Its purpose is to minimize any disruption of processing and service to *NYS-Ride* participants, and its goal is continuity of program operations. Thus, the selected vendor is expected to ensure that any transition to another vendor be done in a way that provides enrollees with uninterrupted access to their *NYS-Ride* benefits and associated customer services through the final termination of the contract resulting from this RFP.

This includes, but is not limited to: the processing of all transit orders; verification of enrollment; account management; providing sufficient staffing to ensure enrollees continue to receive good customer service even after the termination date of the contract resulting from this RFP. It is also imperative that GOER continue to have access to key personnel of the vendor, maintain access to online systems and receive data/reports and other information regarding the program after the termination of the contract.

In the event that there is a turnover of *NYS-Ride* to a successor vendor, the vendor selected under this RFP must continue such activities and other critical operations on a month-to-month basis after the end of the contract to ensure a smooth transition during the turnover period. It is anticipated that in the event of a turnover, this time period would be no more than six months. As part of their cost proposal for this RFP, the vendor is required to submit a turnover budget that includes six months of costs which will be pro-rated and paid on a monthly basis during the turnover period. A turnover plan shall be submitted to GOER as identified below.

By submitting a proposal, the bidder certifies agreement to the terms and conditions stated in the requirements listed directly below, which are not considered part of the rating criteria and, therefore, will not be evaluated by the selection committee.

<u>Duties and Responsibilities</u>

B.2.m.1 Develop and submit upon request a plan acceptable to GOER to provide for complete turnover of *NYS-Ride* program operations to the State and/or a successor vendor. For the purposes of this RFP, all *NYS-Ride* personal, enrollment, payroll deductions, process flow documents, documentation of policies and procedures, website content, enrollment material files, and other data collected by the current vendor is the property of GOER and shall be turned over to the successor vendor.

B.2.m.2 Review and update, if necessary, such a plan at appropriate intervals during the term of the contract and resubmit it to GOER for approval upon request.

B.2.m.3 Help tailor the turnover plan to the requirements of a successor contractor should one be selected.

B.2.m.4 Provide GOER and successor contractor with any required technical assistance and advice during the turnover period.

B.2.m.5 Cooperate fully with GOER and any successor contractor during

a turnover period to ensure the timely, smooth transfer of information necessary to administer the program.

B.2.m.6 Provide a detailed, updated turnover plan to GOER within thirty (30) days of the receipt of any notice from the State. The State will withhold payment of outstanding invoices until such plan is submitted to and accepted by GOER. The written plan for transition should outline, at a minimum, the tasks, milestones, and deliverables associated with:

- Transition of program data, history, report formats, and unique information required for a smooth transition to a successor contractor including, but not limited to, historical enrollee payroll deductions, historical enrollment information, as well as other data the successor vendor may request and GOER approves during implementation of the program;

- Completion of all such vendor-provided services associated with transit orders made on or before the scheduled termination date of the contract;

- Keeping dedicated phone and fax lines open with adequate available staffing, and transferring calls as appropriate to the successor vendor's phone lines;

- Development of a training plan on payroll processes and technical issues for successor contractor staff;

- Continued GOER access to any online payroll deduction history, enrollment history, and online reporting systems;

- Account management of retroactive payroll deduction adjustments for the last year of the contract; and

- Completion of all required reports in the reporting section of this RFP.

B.2.m.7 Within fifteen (15) business days from receipt of the turnover plan, GOER shall either approve the turnover plan or notify the vendor, in writing, of the changes required to the turnover plan so as to make it acceptable to GOER.

B.2.m.8 Within fifteen (15) business days from the vendor's receipt of the required changes, the vendor shall incorporate said changes into the turnover plan and submit such revised turnover plan to GOER.

B.2.m.9 Provide routine inventory management during turnover to avoid any shortages of program supplies.

B.2.m.10 Attend (in person or by telephone) weekly or other meetings as required by GOER, with state representatives and designees, in the event of a turnover.

B.2.m.11 The selected vendor shall be responsible for transitioning the program in accordance with the approved turnover plan.

B.2.m.12 Include the number of professional and support personnel to be assigned to this deliverable.

B.2.n Performance Standards and Penalties

By submitting a proposal, the bidder certifies agreement to adhere to the following performance standards and penalties. The decision of GOER will be final and controlling as to the dollar amount of the penalties assessed in accordance with the performance standards and penalties below. The performance standards and penalties are not considered part of the rating criteria and, therefore, will not be evaluated by the Selection Committee.

Deliverable	Performance Standard	Performance Penalty
Implementation	Implementation must begin on December 1, 2010.	Up to 10% of start-up implementation fees.
Call center standards	• The telephone line, including the TDD line, will be operational and available to employees 12 hours per day, five days per week, Monday – Friday, at least 99.5% of the time, calculated on an annual basis. The telephone system availability shall be measured and reported to GOER monthly. • At least 99% of incoming calls will be answered by the vendor's VRU within 7 seconds. • At least 90% of incoming calls will be answered by a Customer Service Representative within an average of 120 seconds, calculated on an annual basis. The telephone response time shall be measured and reported to GOER monthly.	Up to $1,000 per 2% variance in each of the five areas.

Deliverable	Performance Standard	Performance Penalty
	• The percentage of incoming calls in which the caller disconnects prior to the call being answered during regular business hours will not exceed 5%, calculated on an annual basis. The measurement will not include calls abandoned in less than 20 seconds. The telephone abandonment rate shall be measured and reported to GOER monthly. • The percentage of incoming calls in which a caller receives a busy signal will not exceed 0%. The telephone blockage rate shall be measured and reported to GOER monthly.	
Unscheduled Internet downtime	The website will be available 24 hours per day, 7 days per week at least 99% of the time, calculated on an annual basis. Website access will be restored within 24 hours of the commencement of service disruption.	Up to $1,000 for each 24 hours after the first 24 hours. The penalty will be waived if the service disruption is a result of a Force Majeure.
Website text updates including HTML and PDFs	Updates must be posted within the deadline set by GOER, generally within 5 business days, unless otherwise specified.	Up to $500 for each business day after the first business day the selected vendor fails to meet the required deadline.
Maintaining payroll timetables and deadlines	The selected vendor will comply with OSC's timetables and deadlines 100% of the time *(See Attachment I.3 for a sample Enrollment Time Line).*	Up to $5,000 for each payroll cycle where the selected vendor fails to meet OSC's timetables and deadlines, unless the failure is solely the fault of the State.
Prompt delivery of fare media	Fare media will be mailed to 100% of participants no later than the 21st of the month for the following month's transit.	Up to $1,000 for each monthly occurrence in which the selected vendor fails to mail fare media by the deadline.
Customer Service	• 90% Participant Satisfaction based on Annual Participation Satisfaction Survey.	Up to $1,000 per 2% variance in each of the three areas, measured on

Deliverable	Performance Standard	Performance Penalty
	• Return 100% of calls and answer 100% of emails within 1 business day. • Resolve 99% of routine problems, such as enrollment, changes, cancellations, missed deductions, undelivered fare media, within 5 working days.	an annual basis.
Security Breach	• The selected vendor will comply with the Information Security and Emergency Procedures Section B.2.l of this RFP 100% of the time.	Up to $2,000 for each security breach incident.

B.1.2.o Required Samples

Samples pertaining to pre-tax transit programs are considered to be part of the Technical Proposal and should be included with each copy of the bid. The sample materials are expected to be accurate, comprehensible, and professional in appearance. The selected vendor is expected to customize any and all documents for the *NYS-Ride* program. Provide samples of:

- Marketing materials
- Letters/email communication to participants
- Website URL(s)
- Enrollment screen shots
- Reporting documents outlined in Section B.2.i

C. PROCESS FOR PROPOSAL SUBMISSION

1. Policy and Prohibitions Regarding Permissible Contact - Restrictions on Contact

Pursuant to State Finance Law Sections 139-j and 139-k, this Request for Proposal includes and imposes certain restrictions on communications between a Governmental Entity and a prospective bidder/contractor during the procurement process.

From April 16, 2010 the date notice was given regarding the development of this RFP, through final award/approval as referenced above, all contacts concerning this RFP/Procurement Contract must be directed to the designated staff, as of the date hereof, identified on page 1 of this Request for Proposal unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law Section 139-j (3) (a). This is referred to as the "restricted period."

GOER is also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the prospective bidder/contractor pursuant to these two statutes. Certain findings of non-responsibility can result in rejection of a contract award. In the event of two findings within a 4-year period, the prospective bidder/contractor is debarred from obtaining governmental Procurement Contracts. Prospective bidders/contractors are directed to Section G, Attachment 1, page 74 to read the full policy and guidelines.

2. Bidders' Questions Concerning this RFP

All bidders are encouraged to submit typed questions via electronic mail to dmiller@goer.state.ny.us and dlapointe@goer.state.ny.us, or fax to Deborah Miller at 518.473.6934, or mail to the address provided below. Questions regarding the RFP will be accepted until 5:00 PM ET May 14, 2010. No telephone inquiries will be accepted. Answers to all questions received by this date will be posted on the GOER website at www.goer.ny.gov/vendor-info/index.cfm no later than May 19, 2010. The written responses will not attribute the questions to specific bidders, thus bidders are assured of anonymity. Prospective bidders may obtain a hard copy of the questions and answers upon request.

Deborah Miller
Governor's Office of Employee Relations
Work-Life Services/Family Benefits Program
55 Elk Street, Suite 301-C
Albany, NY 12210

3. Notice of Intent to Bid (ADM-103)

Organizations intending to submit a response to this RFP should transmit a written reply indicating such intent no later than May 19, 2010. Instructions for transmitting this reply are included in the Notice of Intent to Bid (ADM-103) form, which is located at http://www.goer.ny.gov/vendor-info/index.cfm.

4. Proposal Due Date

Proposals are due no later than 5:00 PM ET, June 2, 2010. Any proposals or unsolicited amendments to proposals received after the due date and time will not be considered in the review process. Bidders are responsible for submitting their proposals on time. GOER takes no responsibility for any third party error in the delivery of proposals (e.g., U.S. Post Office, Federal Express, UPS, courier, etc.) and encourages bidders to follow-up as necessary to ensure their proposals have been received by the deadline.

5. Proposal Mailing Instructions - The delivery/mailing address is:

Deborah Miller
Governor's Office of Employee Relations
Work-Life Services/Family Benefits Program
55 Elk Street, Suite 301-C
Albany, NY 12210

- Bidder must submit five hard copies, of the completed technical proposal and one copy on CD ROM in Microsoft Word format. **Do not include any cost information in the technical proposal (see next paragraph).**

- All cost information and required budget forms **must be** submitted in a separate, sealed envelope and marked clearly as the bidder's cost proposal. Bidders must submit three hard copies of the cost proposal and one copy on CD ROM.

- Mark the outside mailing label referencing the RFP title and cost proposal or technical proposal for example:

Third Party Administration of Pre-Tax Transportation Program **Technical Proposal** Mailing Label Box ___ of ___

- Faxed proposals will not be accepted.

- Hand-written proposals will not be accepted.

6. Submission of Proposals

All evidence and documentation requested under this RFP must be provided at the time the proposal is submitted. All proposals and accompanying documentation will become the property of the State of New York and will not be returned. The content of each bidder's proposal will be held in strict confidence (subject to GOER's responsibilities to disclose such proposal under any applicable law) during the bid evaluation process. The successful bidder's proposal and the RFP will be made part of the contract.

7. Projected RFP Timetable

RFP Release Date	May 3, 2010
Written Questions Due	May 14, 2010
Response to Written Questions Posted	May 19, 2010
Deadline to Submit Notice of Intent to Bid	May 19, 2010
Proposal Due Date	June 2, 2010
Selection Review Begins	June 4, 2010
Notification of Award	July 2, 2010
Contract is Executed	September 1, 2010

8. Expenses Prior to Contract Execution

GOER is not liable for any costs incurred by a bidder in the preparation and production of a bid proposal or for any work performed prior to contract execution. By submitting a proposal, the bidder agrees not to make any claims for, or have any right to, damages resulting from any misunderstanding or

misrepresentation of the specifications, or because of any misinformation or lack thereof.

D. PROPOSAL REQUIREMENTS

1. Format and Content

a. Technical Proposal and Cost Proposal

For the purposes of evaluation, each proposal must be submitted in two parts: the "Technical Proposal" and the "Cost Proposal." Each part must be complete so the evaluation of both parts can be accomplished independently and concurrently and so that the Technical Proposal can be evaluated strictly on the basis of its merits. **Do not** include cost information in the Technical Proposal. Both parts must be **sealed separately and clearly labeled** (see example in Section C.5, pg. 39).

The rules established for proposal content and format will be enforced as well as all rules set forth in this and other sections of the RFP.

b. General Requirements and Appearance

All proposals must be completed in ink or machine produced and on CD-ROM. Proposals must have one inch margins, must be bound securely, single spaced, organized in the sequence described below using the same section heading, subheadings, and number system as in the RFP, and have page numbers. Each section should be separated by tabs or otherwise clearly marked.

2. Technical Proposal

To assure that all proposals are evaluated on the same basis, include all of the following, organized in the specified order, with each bolded heading separated by tabs. Failure to include the required documents and information described below may result in the proposal not being considered. *No mention of the cost proposal may be made in the response to the technical requirements of this RFP.* Bidders must submit five copies of each technical proposal and one copy on CD-ROM.

a. Summary of Services Being Bid

The summary must:

- Certify the bidder's ability to meet Mandatory Requirements listed in the chart in E.1 (pg. 48-49). Bids will not be reviewed or rated if the bidder fails to provide these certifications.

- Include a brief description of the bidder's overall experience and philosophy.
- Demonstrate the bidder's understanding of the goals/purpose of the RFP.
- Highlight significant features of the proposal.
- Include a brief description of any related activities currently being provided by the bidder to New York State.

b. References

In order to demonstrate relevant and significant experience, bidders must provide a list of other clients for whom they have provided pre-tax transportation services, specifying which clients had multi-sites, geographically diverse employee populations, and had at least 75,000 employees and the length of time the services were provided. Prior service to a large (75,000 or more) employer is a mandatory requirement.

GOER strongly prefers bidders with experience serving clients similar to New York State, e.g., other public employers; large, multi-site employers; unionized employee populations; employees with a broad range of income levels with particular emphasis on those with lower incomes; a culturally diverse employee population; and for clients with employees living in New York and neighboring states. Bidders should provide evidence of such experience.

Provide 6 references with whom the bidder has worked within the past 5 years and who can attest to the bidder's qualifications, by listing the organization name, address, contact person, and telephone number. Three of the references should be from current clients and three of the references should be from past clients. If the bidder has fewer than three former clients, it should be noted in the proposal and the bidder should supplement the difference with additional references from current clients. These 6 references should reflect the desired bidder expertise as indicated below. References will be contacted by phone, Monday through Friday, from 9 AM to 5 PM ET. The submission of references will be used in the initial pre-screening of bids. Bids will be rejected as non-responsive if references are not provided.

c. Service Description

Provide a thorough and detailed description of the services to be provided for *each* deliverable outlined in Section B, organized using the same section heading, subheadings, and numbering system.

d. Bidder Expertise and Philosophy

The bidder must demonstrate relevant experience and expertise, along with a philosophy and processes congruent with excellence in service and any formal recognition for industry leadership.

Describe factors that make your organization especially qualified to provide the Service requested.

Provide a brief description of creative, responsive solutions to address special needs of your clients' employees.

e. Staff Expertise

Describe the qualifications and expertise of key personnel, including subcontractor personnel or business partners, who will be assigned to this project.

f. Bidder Status (Fiscal Stability)

Provide a brief description of bidder organization, including the history, range of services provided, organizational structure, any significant changes likely to occur within the next five years, number of employees, and geographic locations. The selected vendor may be required to provide in a timely manner a copy of its most recent annual audited financial statement, including the opinion of an independent certified public accountant, and statements that indicate the firm's financial stability and ability to conduct the proposed project prior to GOER drafting the contract.

g. Timetable (Workplan)

In addition to a detailed implementation plan, bidders must provide a comprehensive yearlong workplan that includes a time schedule, in monthly increments, of all services, deliverables, goods, and objectives.

h. Subcontracting

Clearly state and specifically identify in your proposal any subcontractors, subcontracts, or business partners that are to be used to deliver any of the services contained in this RFP. Describe the subcontractor's experience, how the relationship will work, and how seamless service will be provided.

i. Performance Standards and Penalties
Submit your standard performance guarantees and affirm your ability to meet the specified GOER performance standards and willingness to track and report quarterly on your compliance with these standards.

j. Optional Enhancements
Include any additional desirable program/service enhancements that your organization can offer.

k. *Samples*
Include a set of all requested samples with each bid marked with your firm's name.

l. Required Forms and Agreement
All required forms are located at http://www.goer.ny.gov/vendor-info/index.cfm

i) Application for Competitively Bid Contract (ADM-28)

Bidders are required to complete ADM-28, Application for Competitively Bid Contract that includes certification by the bidder that all information provided with respect to State Finance Law Sections 139-j and 139-k is complete, true, and accurate.

This form also includes a statement indicating the bidder's willingness to enter into a contractual agreement, which will include those terms and conditions as set forth in "Appendix A, Standard Clauses for all New York State Contracts" *(see Section G, Attachment 2, pg. 80-83).* Therefore, an official authorized to commit the company to a contract must sign this form.

ii) Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System instructions at: http://www.osc.state.ny.us/vendrep/systeminit.htm or go directly to the VendRep System online at https://portal.osc.state.ny.us/.
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 mailto:helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website: http://www.osc.state.ny.us/vendrep/templates.htm or may contact GOER for a copy of the paper form.

Bidders must acknowledge either online or paper filing of the Vendor Responsibility Questionnaire as part of their Application for Competitively Bid Contract (ADM-28) – question #14.

iii) ST 220-TD and ST 220-CA

Section 5-a of the New York State Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than $100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offerer meeting the registration requirements but who is not so registered in accordance with the law.

Bidders must complete and submit directly to the New York State Taxation and Finance, Contractor Certification Form ST-220-TD. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new form (ST-220-TD) must be filed with DTF.

The bidder must complete and submit to GOER the form ST-220-CA, certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render an offerer non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

General information on this requirement, including links to Publication 223, Questions and Answers Concerning Tax Law Section 5-a, and Forms ST-220-TD and ST-220-CA, can be obtained on the New York State Office of the State Comptroller's Website at http://osc.state.ny.us/agencies/gbull/g222a.htm .

iv) Confidentiality and Non-Disclosure Agreement

The bidder will agree to abide by the terms of the Confidentiality and Nondisclosure Agreement located at http://www.goer.state.ny.us/vendor-info/index.cfm and acknowledges that it is binding.

3. Cost Proposal

Submit a separate, clearly labeled cost proposal for example:

Third Party Administration of Pre-Tax Transportation Program **Cost Proposal** Mailing Label Box ____ of ____

Three copies of the cost proposal and one copy on CD-ROM must be submitted separately from the technical proposal and clearly marked Cost Proposal. Bidders must submit detailed budgeted costs for each major segment (Section B, Description of Services Sought) using the Required Budget Forms included at the end of this RFP in Section H.

Budgeted costs must be broken out for three years by personnel, other than personnel, travel, subcontractors, materials, etc. using the categories on the Required Budget Forms. Totals from the Required Budget Forms must be transferred to the Summary Budget Sheet, Required Budget Form A.

GOER recognizes that the selected vendor will need time after the contract is executed to assign and train staff, customize the website and ensure it meets NYS accessibility requirements, customize its payroll interface system to meet OSC's specifications, and build enrollment systems, among other activities. The Summary Budget Sheet, Required Budget Form A, includes a line for one-time start up costs for up to 6 months to be charged in the first year of the contract.

For every service included in the technical proposal, a clear cost should be specified in the cost proposal. Should a service enhancement be included for which there is no additional cost, please indicate specifically that there is no additional cost.

Bidders must submit budgets for three years using the attached forms. GOER anticipates a 5-year contract. After three years, adjustments for inflation will be allowed if requested by the Contractor prospectively. Adjustments will be based on the National Consumer Price Index for All Urban Consumers (CPI-U) as published sixty (60) days prior to the price increase request in the U.S. Bureau of Labor Statistics, Washington, D.C. 20212. No increase will exceed 5% without prior approval from the Office of the State Comptroller. The Consumer Price Index can be viewed at http://www.bls.gov/cpi/home.htm.

E. REVIEW OF SELECTION PROCESS

Members of the Selection Committee will independently review each technical proposal received by the submission deadline that meets the initial screening criteria. The Selection Committee will be comprised of representatives of the Governor's Office of Employee Relations who will individually review and evaluate the technical proposal against established selection criteria. The cost proposal will be reviewed separately. Bidders may be required to clarify their response to this RFP, either in person or in writing.

1. Initial Screening Process

Each proposal received in response to this RFP will be screened to determine whether it is sufficiently responsive. The purpose of this initial review is to ensure that the requirements of this RFP are properly and adequately addressed, including compliance with all requested documents. Failure to address the required deliverables or furnish the forms and documents specified in this RFP may eliminate a proposal from further review.

During the initial screening process, four references will be contacted for each bidder. Each reference will be asked to respond to a series of pre-determined questions regarding the quality of the services provided, the bidder's responsiveness, and flexibility. Reference checks will be scored on a pass/fail basis.

Bidders must pass three of the four reference checks in order for their bids to be further reviewed and rated.

Screening criteria also includes the following:

Screening Criteria	
Submission Requirements	
Five copies of complete technical, and one copy on CD-ROM submitted by the June 2, 2010 deadline.	
Three copies of cost proposal using required budget forms and one copy on CD-ROM submitted in a separate, sealed envelope by the June 2, 2010 deadline.	
Application for Contract (ADM-28) with original signature.	
Vendor Responsibility Questionnaire (hard copy or electronic filing)	
Form ST 220-CA	

Screening Criteria	
Confidentiality and Non-Disclosure Agreement	
A list of clients for whom the bidder has provided pre-tax transportation services, specifying which clients had multi-site, geographically diverse employee populations, and had at least 75,000 employees and the length of time the services were provided.	
Six references with contact information.	
Mandatory Program Requirements	
Significant experience and expertise in the administration of IRC 132(f).	
Experience providing TPA services to large (more than 75,000 employees), multi-site employers and capable of serving a geographically diverse employee population.	
Bidder agrees to record, retrieve, and archive telephone calls including enrollment, changes, and terminations.	
Bidder agrees to assign an account manager for the term of the contract to oversee all matters arising in the administration of *NYS-Ride*, who is fully authorized to deal with the State, to negotiate with the State on all matters arising in administration of the program, and to make final decisions on all day-to-day matters arising from the operation of the program.	
Bidder agrees to mask all but the last four digits of the participants' SSNs in all correspondence and reports.	
Bidder agrees to the payroll interface with the Office of State Comptroller as defined in Section B.	
Bidder guarantees that the customer service operations will not be subcontracted to a company or operation (including business partners) located outside of the United States.	
Bidder guarantees that the information technology operations will not be subcontracted to a company or operation (including business partners) located outside of the United States.	
Bidder guarantees that it will furnish an irrevocable Letter of Credit that meets the requirements of Section F.2 of the RFP.	
The bidder must certify its ability to deliver benefits to employees through direct mailing.	

2. Evaluation of Proposals

The evaluation process will determine the relative strengths and weaknesses of each proposal against the applicable stated criteria.

The Selection Committee will rank the individual technical proposals using a numerical ranking device against the established selection criteria. The cost proposals will be evaluated separately, using pre-defined criteria.

3. Method of Selection

Once ratings are completed for the technical and the cost proposals, the scores will be combined. The method of selection will be based on a point system with the required technical portion of the rating criteria weighted at 80% of the total, and cost being 20% of the total.

4. Selection Criteria

a. *Adequacy of Proposal:* Proposals will be rated on the adequacy and extent to which they fully address the State's needs as described in Section B of the RFP, including meeting the timetable for key deliverables affecting services to state employee participants, providing all services, reports, and other tangible activities. Special attention will be given to quality indicators and clarity. Proposals must be well reasoned, detailed, well organized, clearly written, and complete.

b. *Bidder Expertise and Philosophy*: The bidder must demonstrate relevant experience and expertise, along with a philosophy and processes congruent with excellence in service and any formal recognition for industry leadership.

c. *Staff Expertise*: Proposals will be rated on the professional expertise of key staff assigned to the project, particularly as such expertise relates to the program requirements as outlined in the RFP.

d. *Bidder Status:* Proposals will be rated on the fiscal viability of the organization to provide the services required by the RFP.

e. *Timetable:* The bidder's detailed plan to meet GOER's requirement that all processes are tested and successfully in place to begin transmitting payroll files for *NYS-Ride* by December 1, 2010 and full third party administration by January 2, 2011.

f. *Subcontracting:* The subcontracting plan must be fully detailed and described and must include any business partners. Bidders are *expected* to deliver seamless service, whether subcontracting or not.

g. *Performance Standards:* Bidders must demonstrate their ability to meet the performance standards as required by the RFP and state

their willingness to track and report quarterly on their compliance with GOER's specific performance standards.

h. *Optional Enhancements:* Additional points will be awarded for proposals that offer additional, desirable program/service enhancements.

i. *Samples:* Requested samples will be carefully reviewed and rated as a demonstration of the bidder's potential responsiveness to NYS employees' needs and the bidder's ability to customize.

j. *Oral Presentation:* The State, at its discretion, may elect to have bidders provide oral clarification of their proposals in the event bidders' responses do not fully address key aspects of the RFP, thereby hindering the raters' ability to fairly evaluate the bids. Those bidders will receive prior instructions regarding what part(s) of their proposal requires clarification.

The bidders with the two highest scores and bidders whose scores fall within the top 20 percent may be invited to provide such oral presentations. As a result of bidder clarifications, raters are permitted to adjust their scores based on the original selection criteria.

5. Cost Criteria

The bidder must demonstrate an ability to provide the required services at a reasonable cost to the State. Cost information and the required budget forms will be reviewed and rated separately from the technical proposal. Therefore, submission in a separate, sealed envelope is required *(see Section D.3).* Once proposals pass the initial screening, the cost information and budgets will be rated using pre-defined criteria.

6. Letter of Intent

GOER's Contract Unit will advise the selected vendor of our intent to award a contract by mailing a "Letter of Intent." Once the selected vendor has fulfilled requirements stated in the "Letter of Intent," a contract, subject to contract negotiations, will be transmitted to the contractor for review and signature.

Each bidder whose proposal is not selected will also be notified in writing.

7. Debriefing

Once the letter of intent is issued, unselected vendors may request a meeting to discuss their proposal. Please note this meeting will be limited only to the strengths and weaknesses of the bidder's proposal, and will not include any discussion of other proposals. Requests must be received no later than one month from date of award announcement.

F. CONTRACT INFORMATION FOR SELECTED VENDORS

1. Contract Award

A contract that defines all deliverables and the responsibilities of the contractor and GOER will be developed for signature by both parties and for approval and processing in accordance with State policy and practice.

NOTE: The contract does not become legally binding upon the State of New York until it is executed by the Office of the New York State Comptroller.

2. Standby Letter of Credit (SLOC)

The selected vendor is required to furnish an irrevocable Standby Letter of Credit (SLOC) issued by a financial institution that meets the requirements of this section within sixty (60) days of receipt of a “Letter of Intent” being issued by GOER.

The selected vendor must at all times maintain in effect an irrevocable SLOC for the period, which can be modified upon mutual agreement of both parties of the contract, covering all work performed under this contract. Such period, as set forth in this RFP, is to be a maximum of five (5) years from the contract effective date. Failure to maintain such SLOC in the full aggregate amount set forth below until completion of the contract term will constitute a breach by the selected vendor.

The form of the SLOC must be in a form acceptable to GOER. The fully executed SLOC must be delivered to the State no more than sixty (60) days after receipt of a “Letter of Intent” to enter into a contract. The effective date of the executed SLOC must coincide with the effective date of approval of the contract by the NYS OSC. The State will certify approval of the contract to the issuing financial institution within fifteen business days of receipt of OSC’s approval.

A SLOC must be irrevocably maintained in effect by the selected vendor beginning on the contract effective date through the duration of the contract term. The issuing financial institution is required to provide the State with a written notice of any failure of the selected vendor to replenish the SLOC to the full aggregate amount or any failure of the financial institution to renew the SLOC.

The State must be entitled to present a written draft at sight on the issuing financial institution. All drafts made under and in compliance with the terms and conditions of the SLOC must be duly honored by the issuing financial

institution upon presentment. The State's failure to make such demand for a particular action must not be deemed a waiver of its rights under the SLOC.

The issuing financial institution must stipulate and agree that, for value received, the obligations of the financial institution and its irrevocable SLOC must be in no way impaired or affected by any extensions of the times within which the State may receive, review, accept or pay for deliverables under the contract, or within which the selected vendor may furnish a SLOC, or by any waiver by the State of any of the requirements of the contract. The issuing financial institution must waive notice of any such extensions or waivers.

The executed SLOC must be maintained by the selected vendor at all times during the SLOC Term in an aggregate amount equal to 2 months *NYS-Ride* participant payroll deductions.

In the event the State makes a partial or complete drawing against the SLOC, the amount of such drawing must be replenished by the selected vendor to the full aggregate amount within five (5) business days of any individual draws against the SLOC. Failure of the selected vendor to replenish the SLOC within the required timeframe will be considered a material breach of contract.

The issuing financial institution may designate a separate address for receipt of the State's draft. However, presentment will be deemed to occur within the State of New York regardless of the physical location designated for receipt of the State's draft. Any actions or proceedings under the SLOC will be governed by the laws and heard in courts of the State of New York.

The selected vendor must be responsible for payment of all fees associated with obtaining and maintaining the SLOC for the duration of the contract term, including any extension periods.

3. Appendix A (Standard Clauses for NYS Contracts) – *Section G Attachment 2*

The terms of Appendix A, Standard Clauses for New York State Contracts, attached hereto, are hereby incorporated in this RFP and any resulting contract. The contractor is required to adhere to the clauses of Appendix A.

4. State Consultant Services Reporting

Chapter 10 of the Laws of 2006 amended certain sections of State Finance Law and Civil Service Law to require disclosure of information regarding contracts for consulting services in New York State.

The winning bidders for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term" in order to be eligible for a contract.

Winning bidders must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the resulting contract. This report must be submitted annually to GOER, the Office of the State Comptroller, and the Department of Civil Service.

Form A and Form B are located at www.goer.ny.gov/vendor-info/index.cfm.

5. Proof of Coverage

WORKERS' COMPENSATION REQUIREMENTS UNDER WCL §57
A vendor seeking to enter into a contract with GOER must provide evidence of compliance with the Workers' Compensation Law (WCL). To comply with coverage provisions of the WCL, a vendor must:

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

Therefore, to assist the State in enforcing Section 57 of the WCL, a vendor **mus**t provide **one** of the following forms to GOER before a contract can be approved:

A) Acceptable evidence of exemption from the law:
▪**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

This form may be completed electronically on the Board's website, at http://www.wcb.state.ny.us/ under the heading "Forms." Vendors filing electronically will be able to print a finished Form CE-200 immediately upon completion of the electronic application. Vendors may also 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. Vendors using the manual process may wait up to four weeks before receiving a CE-200.

PLEASE NOTE: The vendor must sign and date this form whether filed electronically or in hard copy.

OR

B) Acceptable evidence of coverage under the law:

- **C-105.2** - Certificate of Workers' Compensation Insurance (a vendor's insurance carrier will send this form to GOER on request) **PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3; **OR**

- **SI-12** - Certificate of Workers' Compensation Self-Insurance (the vendor can obtain this certificate by calling 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 vendor's Group Self-Insurance Administrator will send this form to GOER upon request).

PLEASE NOTE: ACORD forms are not acceptable proof of workers' compensation coverage.

DISABILITY BENEFITS REQUIREMENTS UNDER WCL §220 SUBDIVISION 8

To comply with coverage provisions of the Disability Benefits Law, a vendor may:

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

Therefore, to assist the State in enforcing Section 220 subdivision 8 of the Disability Benefits Law, a vendor **must** provide **one** of the following forms to GOER before a contract can be approved.

A) Acceptable evidence of exemption from the law:

- **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 This form may be completed electronically on the Board's website, at http://www.wcb.state.ny.us/ under the heading "Forms." Vendors filing electronically will be able to print a finished Form CE-200 immediately upon

completion of the electronic application. Vendors may also 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. Vendors using the manual process may wait up to four weeks before receiving a CE-200.

PLEASE NOTE: The vendor must sign and date this form whether filed electronically or in hard copy.

OR

B) Acceptable evidence of coverage under the law:

▪ **DB- 120.1** - Certificate of Disability Benefits Insurance (the vendor's insurance carrier will send this form to GOER upon request); **OR**

▪ **DB-820/829** Certificate/Cancellation of Insurance (a vendor's insurance carrier will send this form to GOER on request); **OR**

▪ **DB-155** - Certificate of Disability Benefits Self-Insurance (the vendor can obtain this Certificate by calling the Board's Self-Insurance Office at 518-402-0247).

If you have any questions or require additional information, please contact the Workers' Compensation Board, Bureau of Compliance, at (518) 486-6307. The above forms are available at: www.wcb.state.ny.us under the heading "Forms".

6. Indemnification

The contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount determined by GOER. The contractor shall provide GOER with a certificate of insurance naming the State of New York as an additional insured. The contractor agrees that it will require any and all subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in the same amount.

7. Publicity

News releases or any other public announcements regarding this project may not be released without prior approval from GOER. Publicity includes, but is not limited to, news conferences, news releases, advertising, brochure, reports, discussions and/or presentations at conference or meetings. The inclusion of our materials, our agency name, or other such reference to New York State and/or the Governor's Office of Employee Relations in any document or forum is considered publicity.

8. Contract Period and Renewal

The anticipated term of the contract will be defined in the Face Page of the Contract Agreement, but is expected to begin September 1, 2010 for five (5) years.

GOER reserves the right to schedule work assignments as it deems appropriate and does not guarantee work as a result of the award of a contract.

Requests by the contractor to receive adjustments for inflation will be considered by GOER for Years 4, and 5 of the Contract Agreement. The selected vendor fee increases will be based on the Consumer Price Index (CPI-U) for the year requested. It is the responsibility of the selected vendor to supply GOER with the current CPI-U at least 60 calendar days prior to January 1st of the years eligible for adjustment. The Consumer Price Index can be viewed at http://www.bls.gov/cpi/home.htm.
The selected vendor must demonstrate to GOER the need to request a fee increase.

9. Service Delivery Location

Services resulting from this RFP will be delivered throughout New York State and to eligible employees who live outside the State.

10. Consultant/Instructor Substitutions

Recognizing that the contractor may need, during the term of the contract, to add, change staff or hire subcontractors who can be deployed to work under this contract, GOER reserves the right to review staff credentials and accept or reject staff for GOER projects. GOER Program Managers will be responsible for obtaining the appropriate resumes, credential documentation, etc. for determination of deploying such staff.

It is the contractor's responsibility when utilizing subcontractors to comply with New York State's requirements regarding vendor responsibility. Refer to Vendor Responsibility Questionnaire located at http://www.goer.ny.gov/vendor-info/index.html. Once the subcontractor meets the requirements and is determined to be a responsible subcontractor, the subcontractor may provide services for the contractor.

11. Cancellation (See “Executory Clause” in Appendix A)

Cancellation for Convenience: GOER retains the right to cancel the contract, in whole or in part, without reason provided that the contractor is given at least twenty days written notice of its intent to cancel. This provision should not be understood as waiving GOER’s right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.

12. Suspension of Work

GOER reserves the right to suspend any or all activities under the contract, at any time, in the best interests of the State or Issuing Entity. 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, awaiting settlement of collective bargaining, or other such circumstances. Upon issuance of such notice, the contractor is not to accept any work deployment request, and shall comply with the suspension order. Activity may resume at such time the Director of GOER, or authorized designee, issues a formal written notice authorizing a resumption of work.

13. Mandatory Contract Termination Provision

a) GOER reserves the right to terminate this contract in the event it is found that the certification filed by the Prospective bidder/contractor in accordance with New York State Finance Law Sections 139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, GOER may exercise its termination right by providing written notification to the contractor.

b) If a contractor fails to make the certifications required by Section 5-a, of New York State Tax Law, the contract cannot take effect. If during the term of the contract, the Tax Department or the covered agency discovers that a certification is false, then such false certification may subject the contractor to civil or criminal sanctions, and a finding of nonresponsibility for future procurements. Under certain circumstances, the statute provides that the contract shall be subject to termination if the covered agency determines that termination of the contract is in the best interests of New York State.

14. Minority and Women-owned Business Enterprise (M/WBE) Goals, Equal Opportunity Employment

a. Minority and Women-owned Business Enterprise and Goals

The selected vendor(s) will be required to submit certain forms and comply with the following information.

In accordance with Article 15-A of the Executive Law of the State of New York, GOER has established a goal of 4% participation by New York State Certified Minority and 4% participation by New York State Women-Owned Business Enterprises (M/WBEs) as subcontractors and/or suppliers in the proposed project to be awarded through this RFP. This requirement can be met through normal purchasing of supplies, travel services and/or equipment.

The selected vendor(s) will be asked to submit a M/WBE Utilization Plan form (ADM-145), which meets the above goal percentages along with a staffing plan. Sample M/WBE forms are located at http://www.goer.ny.gov/vendor-info/index.cfm for reference only.

b. Equal Employment Opportunity

The bidder agrees to abide by Affirmative Action and Equal Employment Opportunity as stated in Appendix A. By submission of its bid, the selected vendor warrants that it is an Equal Opportunity Employer and that it does not discriminate in its employment and business practices on any of the basis provided in the New York State Human Rights law or any other applicable state or federal law(s).

15. Non-resident New York State Taxes

Individuals living in other states or firms incorporated out of the State of New York may be liable for New York State non-resident taxes on income earned through this contract. Please contact the New York State Department of Taxation and Finance, Taxpayer Services Unit at 1-800-225-5829 if you have any questions concerning this requirement.

16. GOER Rights Reserved

In order to serve the best interests of the State, GOER reserves the right to:

- Postpone or cancel this RFP upon notification to all bidders.

- Amend the specifications after their release with appropriate notice to all bidders.
- Request bidders to present supplemental information clarifying their proposal, either in writing or in formal presentation.
- Waive or modify minor irregularities in proposals received after prior notification to the bidder.
- Reject any and all proposals received in response to this RFP.
- Contact bidders' references as a check on qualifications.
- Award the contract to other than the lowest bidder.
- Award contracts to more than one bidder.
- Negotiate with the next highest rated bidder if negotiating a contract with the selected vendor(s) cannot be accomplished within an acceptable time frame (no bidder will have any rights against GOER arising from such negotiations).
- Cancel the project contract on 20 days written notice and pay the contractor for charges incurred up to the time of cancellation.
- And/or make any payment contingent upon the submission of specific deliverables.

17. Assurances

The bidder warrants that it has carefully reviewed the needs of the State as described in the RFP, its attachments and other communications related to the RFP and that it has familiarized itself with the specifications and requirements of the RFP and warrants that it can provide such services as represented in bidder's proposal. The bidder agrees that it will perform all of its obligations in the resultant contract in accordance with all applicable federal, State, and local laws, regulations and policies now or hereafter in effect. The bidder affirms that the terms of the RFP and the attachments do not violate any contracts or agreements to which it is a party, and that its other contractual obligations will not adversely influence its capabilities to perform under the contract.

18. Electronic Files or Data

If electronic files are to be exchanged as a part of this proposal or as a product of the contract, they must conform to agency information management guidelines.

19. Non-Discrimination/Americans with Disabilities Act (ADA)

GOER does not discriminate on the basis of race, color, national origin, sex, religion, age, disability, or sexual orientation in the admission to, access to, or employment in its program or activities. A reasonable accommodation will be provided on request.

Any product(s) developed as a result of this RFP must be in a format that can be converted for use by individuals with disabilities to meet the reasonable accommodation standards established by the American with Disabilities Act.

20. Conflict of Interest

Bidders may be requested to provide evidence that the award of the contract from this RFP will not result in a conflict of interest with regard either to other work performed by the contractor, or to potential conflict of interest among specific contractor staff or subcontractors.

21. Ownership of Materials

All materials developed with funding provided by the State and all proposals, work plans and budgets become the property of New York State. All materials produced, either in whole or in part, through funding provided by New York State shall belong exclusively to GOER and to the State of New York. GOER may use any of the materials developed with project funds for any GOER or other State purpose. GOER, upon specific request and where it deems appropriate, may grant a selected vendor permission to use any materials produced, either in whole or in part, as a result of a contract between a selected vendor and GOER.

Ownership of Materials for Website Development includes: All materials, including but not limited to information, software, photographs, video, graphics, music, HTML, sounds, logos, compilation and design, developed with funding provided by the State and all proposals, work plans and budget becomes the property of New York State. All materials produced, either in whole or in part, through funding provided by New York State shall belong exclusively to GOER and to the State of New York. GOER may use any of the materials developed with project funds for any GOER or other State purpose.

22. Copyright

All documents created or prepared under this contract must be in compliance with GOER/LMC Copyright Policy *(Attachment 3)*. As indicated by this Copyright Policy, GOER adheres to and requires the selected vendor to adhere to the requirements of the Copyright Law, which is federal law and contained in Title 17 of the United States Code, Sections 101 et seq. Such requirements include the following:

- When GOER contracts for the creation of training or instructional work and/or materials or curriculum, it is deemed under the Copyright Law as a work-made-for hire and GOER is the owner of the copyright thereto.

- The contractor must contact GOER to incorporate or include previously copyrighted materials in the work being created or prepared under the contract. The contractor shall submit a copy of the previously copyrighted material and a draft of how the contractor proposes to include or incorporate the previously copyrighted material in the work-made-for hire. GOER shall obtain written permission, where such written permission is necessary and required, from the copyright owner(s) or their legal representative(s) for such inclusion or incorporation of such previously copyrighted material.

- After GOER obtains written permission, GOER will transmit a copy of the written permission to the contractor, and the contractor shall include, on the appropriate page(s) of the work-made-for hire, a citation to the copyright owner(s) using the style as set forth in the written permission.

- Where a copyright owner requests a fee for permission, GOER shall pay the copyright owner(s) or legal representative(s) the agreed upon fee, if any, for the inclusion or incorporation of previously copyrighted material in the work-made-for-hire. GOER, in its sole discretion, may determine that it will not pay such fee for the right to include or incorporate such previously copyrighted material. In such event, the vendor will be required to create new materials or use alternate previously copyrighted materials (which shall also be subject to GOER's Copyright Policy).

- Bibliographic and footnote references and citations must be included where appropriate and must use the proper format as set forth in the Copyright Policy.

- The contract will contain a warranty by which the contractor shall warrant to GOER that he/she is the sole author of the material or work created or produced, except for the incorporated material for which copyright permission was obtained.

- The contract will contain an indemnification in which the contractor agrees to indemnify GOER against any legal action with respect to the warranty.

- When the consultant is using materials previously developed by that consultant and adopting or revising such materials for delivery to New York State employees, the consultant materials must comply with the requirements of GOER/LMC Copyright Policy.

23. Freedom of Information Law and Bidder's Proposals

The purpose of New York State's Freedom of Information Law (FOIL), which is contained in Public Officers Law (POL) Sections 84-90, is to promote the public's right to know the process of governmental decision making and to grant maximum public access to governmental records. Consequently, a member of the public may submit a FOIL request for contracts awarded by the State or for the proposals submitted to the State in response to Requests for Proposals. After formal contract award, the proposal of the selected vendor and the proposals of non-selected vendors are subject to disclosure under FOIL. However, pursuant to Section 87(2)(d) of the POL, a State agency may deny access to those portions of proposals or portions of a selected vendor's contract which "are trade secrets or submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." If a bidder believes that any information in its proposal meets the requirements of POL Section 87 (2)(d) and wishes such information not to be disclosed if requested by a member of the public pursuant to FOIL, the bidder shall submit with its proposal, a letter, specifically identifying by page number, line or other appropriate designation, such information that is alleged to meet the requirements of POL Section 87(2)(d) and explaining in detail how such information allegedly meets such requirements.

A bidder's failure to submit with its proposal such a letter shall constitute a waiver by the bidder of any rights it may have otherwise under Section 89(5).

In no event will GOER consider information to be covered under POL section 89(5) if that information is not the proprietary information or ideas of the bidder

and so designated in the proposal, or if that information:

- was known to GOER before submission of such proposal;
- properly became known to GOER thereafter through other sources; and/or
- is in the public domain.

Additionally, any such claim is subject to review by GOER and a court of competent jurisdiction pursuant to Section 89(5) of the POL.

24. Provision for Short Term Contract Extension

At the end of any contract term otherwise provided for herein, if a replacement contract has not yet been approved in accordance with state law, any contract awarded hereunder may be extended unilaterally by the State, upon notice to the contractor, at the same terms and conditions, including all contract prices, for a period of up to three months with the concurrence of the contractor. However, any extension will terminate immediately upon approval of the replacement contract except where a period of transition of contractors has been previously provided for.

25. Force Majeure

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

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

26. Accessibility of State Agency Web-based Intranet and Internet Information and Applications

Any web-based intranet and internet content and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Standard NYS-P08-005, as determined by quality assurance testing.

GOER will work with the selected vendor to provide an understanding of accessibility requirements. In addition, the web content or application will require GOER's prior final approval.

27. Security, Non-Disclosure, and Confidentiality

The contractor shall maintain the security, nondisclosure and confidentiality of all information in accordance with the following clauses in performance of its activities under the contract. The contractor shall ensure that its personnel, agents, officers and subcontractors, if any are fully aware of the obligations arising under this section and shall take all commercially reasonable steps to ensure compliance. The contract may be terminated by GOER for cause for a material breach of this section.

a. *Security Procedures and Employee Dishonesty:*
The contractor will comply fully with all security procedures of GOER communicated to the contractor in the performance of this contract, including, but not limited to, New York State Cyber Security Policy P03-002 (see: http://www.cscic.state.ny.us/lib/policies) and New York State Cyber Security Standard S05-001, as amended from time to time, or their sucessors. The contractor shall hold GOER harmless from any loss or damage to GOER resulting from the violation by the contractor, its officers, agents, employees, and subcontractors, of any of such security procedures or policies resulting from any criminal acts committed by such officers, agents, employees, and subcontractors, while providing services as requested in the RFP under the contract.

GOER may terminate the contract if it determines that the contractor has violated a material term of this section. The terms of this section shall apply equally to the contractor, officers, agents, employees, and

subcontractors, if any. The contractor agrees that all officers, agents, employees, and subcontractors, if any, shall be made aware of and shall agree to the terms of the Security, Non-Disclosure, and Confidentiality provisions of this contract

b. *Nondisclosure and Confidentiality*

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

- information that is previously rightfully known to the receiving party without restriction on disclosure;
- 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
- information that is independently developed by the contractor without use of confidential information of the State.

The contractor shall hold the State harmless, without limitation, from any loss or damage to the State resulting from the disclosure by the contractor, its officers, agents, employees, and subcontractors of such confidential information.

ii. The disclosure of any information about GOER/LMC information technology, State employees or the State workforce that the vendor/contractor may have access to in the course of this engagement to any individual not employed by GOER/the LMC is prohibited unless explicitly specified in this RFP. Vendor personnel will be required to sign GOER's standard Non-Disclosure Agreement.

The vendor/contractor may be required to submit a risk assessment plan for the management of confidential information. This plan, if

required, must include technology and non-technology based approaches to managing the security of confidential information.

28. Subcontractors

The contractor may subcontract services as requested in the RFP provided under the contract, or any part of it, only upon the prior written approval of GOER.

A subcontractor shall be defined as any firm or person who is not an active employee of the contractor, but who is otherwise engaged or assigned to perform work under the contract. All agreements between the contractor and its subcontractors shall be by bona fide written contract.

The contractor shall include in all subcontracts in such a manner that they will be binding upon each subcontractor with respect to work performed in connection with the contract, provisions consistent with those found in the contract, including, but not limited to:

- That the work performed by the subcontractor must be in accordance with the terms of the contract;
- That the subcontractor shall comply with the provisions of section 5-a of the Tax Law;
- That nothing contained in such subcontract shall impair the rights of GOER;
- That nothing contained herein shall create any contractual relation between any subcontractor and GOER;
- That the subcontractor shall maintain all records with respect to work performed by the subcontractor in the same manner as required of the contractor; and
- That GOER shall have the same authority to audit the records of all subcontractors as it does those of the contractor.

The contractor shall be fully responsible to GOER for the acts and omissions in the performance of services as requested in the RFP under the contract of the subcontractors and/or persons either directly or indirectly employed by it or by the subcontractors, as it is for the acts and omissions in the performance of services as requested in the RFP under the contract or persons directly

employed by the contractor. The contractor shall not in any way be relieved of any programmatic or financial responsibility under the contract by its agreement with any subcontractor or by GOER's approval of such an agreement with a subcontractor.

GOER reserves the right to reject any proposed subcontractor for any reason, which may include, but is not limited to: (i) that the proposed subcontractor is on the Department of Labor's list of companies with which New York State cannot do business; or (ii) GOER determines that the proposed subcontractor is not qualified or has previously provided unsatisfactory contract performance or service.

29. Information and Security Breach and Notification Act

In accordance with the Information and Security Breach and Notification Act (ISBNA) (General Business Law, §889-aa; State Technology Law, §208), the contractor shall be responsible for complying with the provisions of the ISBNA and the following terms contained herein with respect to any private information (as defined in ISBNA) received by the contractor under this Project (Private Information) that is within the control of the contractor either on GOER's information security systems or the contractor's information security systems (System). In the event of a breach of the security of the System (as defined by ISBNA) the contractor shall immediately commence an investigation, in cooperation with GOER, to determine the scope of the breach and restore the security of the System to prevent any further breaches. The contractor shall also notify GOER of any breach of the security of the System immediately following discovery of such breach. Except as otherwise instructed by GOER, the contractor shall, to the fullest extent possible, first consult with and receive authorization from GOER prior to notifying any individuals, the State Consumer Protection Board, the Office of the Attorney General (OAG) and the Office of Cyber Security and Critical Infrastructure Coordination or any consumer reporting agencies of a breach of the security of the System or concerning any determination to delay notification due to law enforcement investigations. The contractor shall be responsible for providing the notice to all such required recipients and for all costs associated with providing such notice. Nothing herein, shall in any way impair the authority of the OAG to bring an action against the contractor to enforce the provisions of ISBNA or limit the contractor's liability for any violations of the ISBNA. Additional information relative to the law and the notification process is available at:
http://www.cscic.state.ny.us/security/securitybreach.

30. Notices

a) All notices permitted or required under the contract shall be in writing and shall be transmitted either:

i. via certified or registered United States mail, return receipt requested;
ii. by facsimile transmission;
iii. by personal delivery;
iv. by expedited delivery service; or
v. by email.

b) 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.

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

31. Contract Payments

The contractor shall provide complete and accurate billing invoices to GOER in order to receive payment. Billing invoices submitted to GOER must contain all information and supporting documentation required by the resulting contract, GOER and the State Comptroller. Payment for invoices submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Director, in the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. The contractor acknowledges that it will not

receive payment on any invoices submitted under the resulting contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

G. SUMMARY OF DOCUMENTS REQUIRED WITH PROPOSAL AND CONTRACT ATTACHMENTS

Below is a table summarizing the forms to be completed and submitted with the bidder's proposal as well as the forms that the winning bidder will need to complete prior to a contract being approved. These forms are located at http://www.goer.ny.gov/vendor-info/index.cfm.

Document Name	Required with Proposal	Required with Contract
Intent to Bid (ADM-103)	No. The ADM-103 is due earlier. It should be submitted by the date stated in the RFP.	
Application for Contract (ADM-28)	√	
Vendor Responsibility Questionnaire	√ Hardcopy must be submitted with proposal. If filed via VenRep System, must be electronically filed by proposal due date.	
ST 220-TD	No. Send directly to NYS Tax and Finance by proposal due date.	
ST 220-CA	√	
Budget Forms	√	
Confidentiality and Nondisclosure Agreement	√	
MWBE Vendor/Contractor's Utilization Form (ADM-145)		√
GOER Waiver Request Form-MWBE Program (ADM-149 - SAMPLE)		√
MWBE Staffing Plan (SAMPLE)		√
Form A		√

Document Name	Required with Proposal	Required with Contract
Form B		No. Form B is due at the end of the fiscal year.
Proof of Workers Compensation Insurance and Disability Insurance or Proof of Exemption(s)		√
Certificate of Liability Insurance Naming State of NY as an Additional Insured		√

Attachment 1
Revised 7/2009

**Governor's Office of Employee Relations/
Statewide Labor-Management Committees**

Policy and Guidelines for Implementing the New York State Procurement Lobbying Law, Sections 139-j and 139-k of the New York State Finance Law

I. Overview

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, established significant changes to the development of procurement contracts with New York State governmental entities (hereinafter "agencies").

In 2003, the Governor issued Executive Order Number 127 *Providing for Additional State Procurement Disclosure* ("EO-127"), to strengthen disclosure requirements for persons and organizations contacting New York State government about procurement contracts and real estate transactions. That Executive Order has been replaced by Legislation that essentially replicates and adds to the requirements of the Executive Order.

Chapter 1 of the Laws of 2005 expands upon the former EO-127 and the former lobbying statute. Among other things, the law:

- Makes the lobbying law applicable to attempts to influence procurements and contracts once the procurement process has been commenced by a State agency, unified court system, State legislature, public authority, certain industrial development agencies and local benefit corporations;
- Requires the above-mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- Requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- Authorizes the Temporary State Commission on Lobbying to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- Directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;

- Requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;
- Expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
- Modifies the governance of the Temporary State Commission on Lobbying to provide that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
- Increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from $2,000 to $5,000; and
- Establishes the Advisory Council on Procurement Lobbying.

Generally speaking, two related aspects of procurements were amended: (i) activities by the lobbying community seeking procurement contracts (through amendments to the Legislative Law) and (ii) activities involving governmental agencies establishing procurement contracts (through amendments to the State Finance Law).

II. Applicability of the Policy and Guidelines (hereinafter "Policy")

The Governor's Office of Employee Relations, in addition to itself, provides administrative and contracting services for the Statewide Joint Labor-Management Committees. This policy applies to all of the above entities (referred to in the policy collectively as "the agency").

In general, this policy applies to every procurement involving an estimated annualized expenditure in excess of $15,000 for:

- Commodity;
- Service;
- Technology;
- Public work;
- Construction;
- Revenue contract;
- The purchase, sale or lease of real property; or

- The acquisition or granting of other interest in real property.

Procurements under $15,000 are not covered by changes to the law or this policy. Contacts between employees of the agency and an Offerer are restricted at the point in time when the agency issues its first written document soliciting a response from Offerers which is intended to result in a procurement contract {See State Finance Law §139-j (1) (f)}. This is referred to as the "Restricted Period" as used in this policy. Contacts between Offerers and the agency prior to the Restricted Period of procurement are acceptable. Therefore, communications between Offerers and the agency during the preparation of specifications, bid documents, RFPs, IFBs, are not governed by State Finance Law Sections139-j and 139-k. Communications at this stage, however, are governed by the provisions set forth in State Finance Law Sections163 and 163-a and other applicable law, including registration and reporting requirements of the Lobbying Act.

Offerers and agency personnel may communicate prior to the Restricted Period in the form of a Request for Information (RFI) by the agency and the response thereto by the Offerer. RFIs are generally used as a means to collect information upon which to base a decision by an agency to proceed with procurement. RFIs are not a tool employed to award a contract.

The Law and therefore, this policy, do apply to sole source and single source contracts, in addition to competitive procurements. Amendments authorized and payable under the terms of a contract as it was finally awarded or approved by the Comptroller are not subject to the Restricted Period. Supplements to a contract incorporating other amendments, renewals, extensions or any other material change in a contract resulting in a financial benefit to the Offerer are subject to the Restricted Period.

III. Permissible Contacts During the Restricted Period

The "Restricted Period" begins with the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, request for services, or solicitation of proposals, or any other method for soliciting a response from Bidders with regard to a procurement opportunity or contract. This period ends with the final procurement decision or contract award <u>and, if applicable</u>, approval by the State Comptroller. However, the negotiation of a contract by an Offerer who has been tentatively awarded a contract is permitted and would need to be recorded as a Contact in the procurement record.

The following represent instances where communication with someone other than the designated Contact person(s) for a procurement may be necessary:

- Submission of a bid, proposal or response for a procurement contract;

- Submission of written questions when written responses are to be provided to all Offerers;
- Participation in a pre-bid conference;
- Complaints by an Offerer to the office of general counsel where the designated person for the procurement contract of the agency fails to respond in a timely matter;
- Negotiations with the agency after a tentative award;
- Debriefings about a procurement contract award; and
- Filing of written disputes in administrative hearings, judicial proceedings and to the Attorney General, Inspector General, District Attorney or State Comptroller.

Impermissible contact with the agency occurs when the Offerer contacts a person in the agency who is not the designated contact person for the procurement in an attempt to influence this procurement. The obligations under the law and this policy are activated when an Offerer or anyone working on behalf of the Offerer has any oral, written, or electronic communication with the agency that a reasonable person would believe is intended to influence a procurement being made by the agency.

IV. Agency Requirements

This policy has certain requirements that apply to the agency, while other requirements apply to Offerers. The agency will collect certain information about a person or organization contacting us about a procurement in an attempt to influence such procurement during the Restricted Period. In addition, the agency will obtain information from Offerers about any findings by any Governmental Entity of non-responsibility made within the previous four years and if the finding of non-responsibility was due to (1) engaging in impermissible contacts with a Governmental Entity or (2) the intentional provision of false or incomplete information to a Governmental Entity.

This information will be solicited in the initial bid documents on forms developed for this purpose. If any employee of our agency is contacted, that employee must record the contact, obtaining the following specific information for each contact:

- Name of Person and Organization
- Address
- Telephone Number

- Place of Principal Employment
- Record whether the person/organization making the
- Occupation contact was the Offerer or was retained employed or designated by, or on behalf of the Offerer to appear before or contact the agency regarding the procurement.

These records of contact will be included in the procurement record for the procurement contract using the agency's "Record of Contact" form, and must be forwarded to the Contract Manager in the agency's Administration Unit.

It is the policy of the agency to make a determination of responsibility before awarding a procurement contract to an Offerer. In addition to responsibility factors such as financial and organizational capacity, legal authority, integrity, and past performance, this policy requires us to take into consideration any violation of the permissible contact requirements of State Finance Law Section 139-j and the disclosure requirements of State Finance Law Section 139-k. A determination of non-responsibility will be made if it is found that the Offerer knowingly and willfully made an impermissible contact or failed to timely disclose accurate and complete information or otherwise cooperate in providing the information required by State Finance Law Section139-k.

This agency (as defined herein) is precluded from awarding a procurement opportunity or procurement contract to an Offerer that has been determined to be non-responsible because of a knowing and willful violation of the prohibitions of State Finance Law Section 139-j against impermissible contacts during the Restricted Period unless the agency finds that the award of the contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

Furthermore, if an Offerer has a second knowing and willful violation within four years after a previous determination of non-responsibility, the Offerer can be debarred for four years.

Communications received by the agency from legislative staff or members of the State Legislature when those persons are acting in their official capacity are not considered "Contacts" during the Restricted Period and thus do not have to be recorded pursuant to the State Finance Law. Also, communications that a reasonable person would infer are not intended to influence a procurement by the agency do not have to be recorded.

For purposes of this policy, the agency will include a record of contacts about a particular procurement and determination of non-responsibility (if any) in the

procurement file where it will remain as a part of the procurement record. The procurement file will be retained for that period of time already designated under the agency's Records Retention Policy.

V. Offerers Requirements and Responsibilities

Offerers have certain requirements under the State Finance Law and under this policy if they or their designated representative choose to respond to a Request for Proposals or attempt to influence a procurement. Under the law and this policy, an Offerer or his/her representative is generally prohibited from contacting anyone other than the designated contact persons at this agency with regard to a procurement during the Restricted Period. Offerers are also required to disclose whether there has been a finding of non-responsibility with regard to their compliance under the law within the past four years. Furthermore, an Offerer must affirm that they understand and agree to comply with this policy relating to permissible contacts during a procurement and certify that all information provided to the agency is complete, true and accurate. A form is provided for this purpose.

If an Offerer is found to have engaged in impermissible contacts with a Governmental Entity, the Offerer will be denied a contract under this policy. However, the agency is not precluded from awarding such Offerer another procurement contract if this denial of a contract is the Offerer's first determination of non-responsibility in four years.

VI. Violations of This Policy

Alleged violations of this policy will be reviewed by the agency's Ethics Officer. The Ethics Officer is charged with reviewing or investigating violations of the contact provision of this policy and determines if sufficient cause exists to believe that the allegation is true. The agency must notify the Offerer within five business days of its discovery, that a review or investigation of an alleged violation is underway. Offerer's response to the alleged violation will become a part of the investigative or review record and will be given due consideration by the agency during the review or investigation.

VII. Questions About This Policy

Questions about this policy should be directed to Dawn LaPointe in GOER's Division for Administration at 518-473-3075.

Attachment 2

STANDARD CLAUSES FOR NYS CONTRACTS APPENDIX A – Revised June, 2006

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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

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

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

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal

Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of setoff 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) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, 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, 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:

(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, 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; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office 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 State Finance Law §165. (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
30 South Pearl St 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
http://www.empire.state.ny.us

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
30 South Pearl St 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
http://www.empire.state.ny.us

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

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

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

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

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

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

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

Attachment 3

GOER/LMC

COPYRIGHT POLICY

Last Revised: July 2009

PURPOSE OF THE COPYRIGHT LAW

The Copyright Law is found in 17 United States Code (USC) Sections 101 et seq. The primary purpose of the Copyright Law is to encourage the creation and production of original works of authorship, including literary, dramatic, musical, artistic, and other intellectual works. The law provides authors of such works or the owner of copyright with exclusive rights to reproduce and distribute their work.

THE OWNER OF THE COPYRIGHT

The Copyright Law provides that the copyright in a work becomes the property of the author who created the work. The author, as the owner of the copyright, can enter into contracts or agreements, which transfer or assign to others some or all of her/his rights as copyright holder.

However, if a work is a "work made for hire," then the Copyright Law provides that the employer or other person for whom the work was prepared owns the copyright.

< A work created by an employee within the scope of his or her employment is a "work made for hire." For example, copyright ownership vests with GOER, when a GOER staff member authors a training manual as part of that staff member's job duties.

< If a work is created by an independent contractor, and fits within one of the nine categories of works set forth in the law, and there is a written agreement between the parties specifying that the work is a "work made for hire," then the person for whom the work was prepared owns the copyright. For example, when GOER contracts with an independent contractor to write/create a curriculum, GOER would own the copyright, as this would be a "work made for hire."

RIGHTS OF THE OWNER OF COPYRIGHT

Section 106 of the Copyright Law grants the ***owner of the copyright the exclusive right to do and to authorize others to do*** the following:

- to reproduce the copyrighted work;
- to prepare derivative works based upon the copyrighted work;
- to distribute copies of the copyrighted work to the public by sale or other transfer of ownership, or by rental lease, or lending (this includes distribution of free copies to students);
- to perform the copyrighted work publicly with respect to literary, musical, dramatic, and choreographic works, pantomimes, motion pictures, and other audiovisual works;

- to display the copyrighted work publicly in the case of literary, musical dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work.

IT IS ILLEGAL FOR ANYONE TO VIOLATE ANY OF THE RIGHTS PROVIDED BY THE COPYRIGHT LAW TO THE OWNER OF COPYRIGHT.

Where GOER is the copyright owner, GOER holds all of the above rights.

These exclusive rights of the copyright holder are, however, subject to important exceptions. Certain public and private uses of copyrighted works are allowed under the law without the copyright holder's permission if they can be determined to be **Fair Use**. Fair use is discussed more fully in the following pages.

Mere ownership of a book, manuscript, painting, or any other copy does not include ownership of the copyright. *This is the case even when one acquires the original work. For example, if a person were to acquire the original manuscript of John Grisham's, "The Firm," the owner of the copyright would still be John Grisham, or the person(s) he has assigned the copyright to. The law provides that transfer of ownership of any material object that embodies a protected work does not of itself convey any rights in the copyright.*

WORKS PROTECTED BY COPYRIGHT

In order for a work to receive copyright protection, it must be an **original** work of authorship representing an appreciable amount of creativity and must be fixed in a tangible medium of expression. The primary categories of works in the Copyright Law are literary works, musical works, dramatic works, pantomimes, choreographic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works and sound recordings.

These categories are viewed broadly. For example, textbooks, computer programs and most compilations may be registered as literary works; maps and architectural plans may be registered as a pictorial, graphic, or sculptural work.

Copyright protects the words or pictures or graphics chosen by the author to describe, explain or illustrate an idea or system. However, it gives the copyright owner no exclusive rights in the idea, method, or system described or depicted.

> *For example, an author wrote a book setting forth his theory of what happened to Jimmy Hoffa. The copyright in the book prevents others from reproducing, copying or distributing the text and illustrations used by the author to describe his theory. It does not give the author any copyright to the theory set forth in the book. Other persons may write their own books or plays using the theory. However, they may not use the author's words.*

WHEN COPYRIGHT PROTECTION BEGINS

Normally, the act of publishing a document and securing copyright protection occur at the same time. For example, a copyright notice is fixed on a work when it is printed. Under the law in effect after 1978, copyright protection is secured the moment a work is fixed in tangible form. Thus a work still enjoys copyright protection even if there is no copyright symbol or other copyright notice. Furthermore, a work fixed in tangible form, but not published, is protected by copyright.

Publication though is important for many reasons. Published works are subject to mandatory deposit requirements (with the Federal Copyright Office), publication affects the limitations on the exclusive rights of a copyright owner, publication year determines the duration of copyright for anonymous and works made for hire, and publication with notice puts the public on notice that the work is protected by copyright. Publication is defined as:

> *The distribution of copies of a work to the public by sale or other transfer of ownership, or by rental, lease or lending. The offering to distribute copies to a group or person for purposes of further distribution, public performance or public display constitutes publication. A public performance or display of a work does not constitute publication.*

When we copy a curriculum or manual and distribute it to State employees in a training session we are publishing the document. If the work that GOER has published contains the copyrighted material of others, without the appropriate permissions, GOER has **violated the Copyright Law.**

WORKS NOT PROTECTED BY COPYRIGHT

1. Works, which were never copyrighted.

   Works published prior to January 1,1978 without copyright notice are not protected and may be reproduced without restriction. However, works published after January 1, 1978 without notice of copyright are protected by the Copyright Law.

2. Published works whose copyrights have expired.

   Generally, all copyrights have expired for works originally created and published or registered before March 1, 1922. Although a pre-1978 work may not contain the required copyright notice, it is best to assume that all works dated 1922 or later is covered by a valid copyright.

3. United States Government publications.

United States Government publications may be copied freely. They are deemed to be in the public domain and are not copyrightable. This category consists of documents prepared by an officer or employee of the U.S. Government as part of that person's official duties. It does not extend to documents published by others with the support of Government grants and contracts. These works may or may not be protected by copyright depending on the specifics of the contract under which they were created. *Note: Publications of the State of New York and other states are copyrightable.*

4. Ideas, methods and systems**.**

Copyright protection is not available for ideas or procedures for doing, making or building things, scientific or technical methods or discoveries, business operations or procedures, mathematical principles, formulas, algorithms, or any other concept, process, or method of operation.
Section 102 of the Copyright Law, clearly expresses this principle: "In no case does copyright protection for an original work of authorship extend to any idea, procedure, process, system, method of operation, concept, principle, or discovery, regardless of the form in which it is described, explained, illustrated or embodied in such work."

5. Names, titles and short phrases**.**

Even if a name, title or short phrase, is novel, distinctive, or lends itself to a play on words, it cannot be protected by copyright. There is no copyright protection to combinations of words such as: names of products or services, names of businesses, pseudonyms, titles of works, catchwords, mottoes, slogans, and mere listings of ingredients. Some of these may be protected by trademark.

6. Works that have not been fixed in a tangible form of expression.

Works must be fixed in a tangible form of expression in order to be protected. Choreographic works that have not been notated or recorded, or improvisational speeches or performances that have not been written or recorded are not subject to copyright protection.

7. Works consisting <u>entirely of</u> information that is common property and containing no original authorship.

Standard calendars, height and weight charts, tape measures and rulers, and lists or tables taken from public documents or other common sources are not subject to copyright protection.

COPYRIGHT NOTICE

Works published prior to January 1, 1978 were required to contain a copyright notice in order to be protected by copyright law. However, works published after January 1,1978 do not have to contain copyright notice in order to be protected by the copyright law.

Proper copyright notice has three parts:

1) a symbol "©," the word "Copyright," or the abbreviation "Copr.",

2) the year a work is first published, and,

3) the name of the copyright owner.

Sometimes the statements such as "All Rights Reserved" or "No part of this publication may be reproduced or transmitted in any form or by any means, electronic or mechanical [etc., etc.]" are printed underneath a copyright notice. These statements do not override any rights to **Fair Use** provided by the Copyright Law.

DURATION OF COPYRIGHT

1. Works Originally Created on or After January 1, 1978.

   After January 1, 1978, a work is automatically protected from the moment it is fixed in tangible form for a term of the author's life, plus an additional 50 years after the author's death. For a joint work prepared by two or more authors who did not work for hire, the term lasts for 50 years after the last surviving author's death. For works made for hire, and for anonymous and pseudonymous works (unless the author's identity is revealed in Copyright Office records), the duration of copyright will be 75 years from publication or 100 years from creation, whichever is shorter.

2. Works originally created before January 1, 1978, but published or registered after that date.

   These works have been automatically brought under the statute and are now given copyright protection. The duration of copyright in these works will generally be computed in the same way as for works created on or after January 1, 1978.

3. Works Originally Created and Published or Registered Before January 1, 1978.

Under the law in effect before 1978, copyright was secured either on the date a work was published or on the date of registration if the work was registered in unpublished form. In either case, the copyright endured for a term of 28 years from the date it was secured. The law amended as of 1978 provides that copyrights in existence prior to January 1, 1978 may be renewed.

Generally, all copyrights have expired for works originally created and published or registered before March 1, 1922. Although a pre 1978 work may not contain the required copyright notice, it is best to assume that all works dated 1922 or later are covered by a valid copyright.

Determining the copyright status of some post 1922, but pre 1978 works, may not be easy. For difficult issues, we may have to seek the assistance of the U.S. Copyright Office, who will investigate the copyright status of a work on an hourly fee basis.

FAIR USE DOCTRINE

The Fair Use provisions of the Copyright Law are set forth in Section 107 and contain exceptions to the copyright owners' exclusive rights to reproduction and distribution. Fair Use permits limited copying without the copyright owner's permission for purposes such as criticism, comment, scholarship, research, or teaching.

The law does not establish specific limits of what constitutes Fair Use of a copyrighted work. However, it does provide that in determining whether a particular use would be deemed a Fair Use of a copyrighted work, the four factors set forth in Section 107 must be considered:

1. **the purpose and character** of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;

2. **the nature** of the copyrighted work;

3. **the amount and substantiality** of the portion used in relation to the work as a whole; and

4. **the effect of the use** upon the potential market for or value of the copyrighted work.

Because of the Fair Use provision of the law, what would otherwise be considered copyright infringement is permitted. Authors may quote from or reproduce small amounts of material for purposes of criticism, comment or to illustrate or support their own ideas. For

example, two or three paragraphs of a book or periodical article, a stanza of a poem, a single chart or graph may be copied. Use of a more extensive quotation must be analyzed on a case-by-case basis under the four factors of Fair Use and where necessary, express permission of the copyright owner must be obtained.
Whether or not permission is needed, any sources used should always be credited using the proper citation format. *Kate L. Turabian, A Manual for writers of Term Papers, Theses, and Dissertations, Sixth Ed.* (Chicago: The University of Chicago Press, 1996) should be referred to for the proper citation format, and a helpful summary is provided in the document *Guidelines for Documenting Sources* which is included at the end of this manual.

EVALUATING FAIR USE UNDER THE FOUR STATUTORY FACTORS

1. Purpose and character of the use.

A nonprofit educational purpose makes it more likely, but does not ensure, that the use would be considered fair. A copy made to avoid purchasing the original and used in place of the original would not be considered Fair Use. A quote for purposes of comment or criticism is more acceptable than quoting to support one's position.

2. Nature of the copyrighted work.

A use would be more likely to be considered fair when the copyrighted work was a compilation of facts or information, rather than a creative or imaginative work. Copying of books out-of-print or materials unavailable for purchase, newspaper or journal (not newsletter) articles of current interest, or material designed for distribution to the general public are more likely to be considered Fair Use. In the context of classroom use (which would include GOER training programs), copying from textbooks and other materials prepared primarily for the educational market (particularly consumable workbooks) is not considered Fair Use.

3. Amount and substantiality of the material used in relation to the copyrighted work as a whole.

In evaluating this factor both the amount of the work being copied and the significance or importance of the portion being copied must be examined. As a general rule, quotes should be limited to one or two consecutive paragraphs or stanzas. The material quoted should be but a small portion of the copyrighted work and should not contain the essence or principal element of the copyrighted work. Substantial paraphrasing is considered mere copying and Fair Use analysis must be used to determine if permission is required.

4. Effect of the use on the potential market for or value of the copyrighted work.

A use is not considered fair where it would diminish or lower the value of the copyrighted work.

Clearly, the determination as to what is and what is not Fair Use requires a review of the facts on a case-by-case basis. Any questions on whether a particular use would be considered a Fair Use under the Copyright Act should be directed to Kevin Grossman in GOER's Counsel's Office.

COPYING OF COPYRIGHTED MATERIALS FOR EDUCATIONAL PURPOSES

Copying for educational purposes can be an infringement of the rights of the copyright holder. The creators of the Copyright Act of 1976 recognized a need for guidance about what constituted permissible amounts of photocopying of copyrighted materials for educational purposes. To offer some guidance, "Guidelines for Classroom Copying in Not-for-Profit Educational Institutions" (hereafter Classroom Guidelines) was written by representatives of various educational organizations and was included, as part of the legislative history of the Act. The Classroom Guidelines provide standards for both single copying by teachers and multiple copying for classroom use. The guidelines, which set forth the minimum, not maximum, of educational Fair Use, are summarized below.

For simplicity sake, where the materials being copied are for educational purposes, and consist of a single copy or multiple copies for classroom use, consider the copying "as is." Refer to section "Steps in Copyright Analysis" for further clarification.

A. Single Copying by Teachers or Instructors

At the very least, a teacher may make a single copy of any of the following for scholarly research or in preparing to teach a class:

- a chapter from a book;
- an article from a periodical or newspaper;
- a short story, short essay, or short poem, whether or not from a collective work;
- a chart, diagram, graph, drawing, cartoon or picture from a book, periodical, or newspaper.

All single use copying of copyrighted works must comply with the four factors of Fair Use as set forth previously. Under the following conditions, photocopying would most likely be considered Fair Use:

- where staff were unable to locate another copy of the work because it was not available from the library or other source and cannot be obtained within required time constraints;
- where the material will be copied only once and will not be distributed to others;
- where the amount of material photocopied is a small proportion of the entire work.

As a general rule, most single copy photocopying for individual use in research may be considered Fair Use.

B. Copying for Classroom Use

The Classroom Guidelines permit distribution by a teacher of multiple copies of materials to students in a class, without obtaining prior permission to do so from the copyright owner, under the following conditions (all conditions must be met):

1. The distribution of the same photocopied material does not occur every semester, is for only one course, with only one copy provided to each student, which copy becomes the student's property, and no charge is made for the copy beyond the actual cost of reproduction;

2. The amount of material distributed does not exceed certain brevity standards:

    a. for prose--a work may be copied in its entirety if it is less than 2500 words in length. If the work is longer, the excerpts copied should not exceed 1000 words, or 10% of the work, whichever is less;

    b. for poetry--250 words is the suggested limit;

    c. for illustrations--one is the rule of thumb;

3. The copying is at the instance and inspiration of the individual teachers such that the decision to use the material did not allow adequate time to request permission prior to use; and

4. The appropriate copyright notice appears on the first page of the photocopied material.

The best rule of thumb, which can be garnered from these guidelines, is that photocopying should not be done as a substitute for purchasing the material, particularly for multiple copy classroom use. Photocopying practices must not have a significant detrimental impact on the market for the original copyrighted work. As with single use copying, all multiple use copying of copyrighted works must comply with the four factors of Fair Use set forth previously.

PHOTOCOPYING AND DUPLICATION WHICH REQUIRE PERMISSION

Following are some guidelines to help in determining when photocopying and duplication require permission. Again, all such copying must be analyzed under the four factors of Fair Use.

1. Repetitive Copying: The classroom or reserve use of photocopied materials in multiple courses for successive years would require advance permission from the copyright owner.

2. Copying for Profit: Where the students are charged more than the actual cost of photocopying the material.

3. Consumable Works: The duplication of works that are consumed in the classroom, such as standardized tests, exercises, and workbooks, normally requires permission from the copyright owner.

4. Creation of Anthologies as Basic Text Material for a Course: Creation of a collective work or anthology by photocopying a number of copyrighted articles and excerpts used together as the basic text for a course will in most instances require the permission of the copyright holders. Such photocopying is considered a substitute for purchase of a book and not a Fair Use.

AGENCY COPYRIGHT POLICY

1. Photocopying of Copyrighted Educational Materials at GOER.

The summary of the Classroom Guidelines set forth above may be used in determining the minimum standards of educational Fair Use for making single and multiple photocopies of works protected by copyright.

All staff are required to comply with the educational Fair Use guidelines for copying. Staff must write for permission from the holder of the copyright for all photocopying requests that may exceed educational Fair Use limits.

2. Copyright of Published Materials and Works.

All materials and works published shall contain a notice of copyright. Refer to page 3 for the meaning of the word "published." For materials and works published by GOER, the following copyright notice shall be used:

Copyright © 1997 by The New York State Governor's Office of Employee Relations.

For materials and works published by the LMC's, the same format should be used but the LMC name should inserted instead of GOER. For example:

Copyright © 1997 by The New York State Child Care Advisory Committee.

3. Copyright Registration.

Copyright registration is a legal formality by which a public record is made of a particular copyright and additional rights accrue to the copyright owner including the right to sue others for copyright infringement. Registration is accomplished by mailing to the Register of Copyrights a completed application form for each work to be registered, paying a $20 fee for each application and submitting two complete copies of the work to be registered.

The decision to register materials and works will be determined on a case-by-case basis by GOER spokesperson in consultation with the program manager and Counsel's office. The factors that will be considered when making the decisions to register include, but are not limited to, the following:

- The length of time the material or work will be used.
- The number of uses for the material or work.
- The time, effort and money expended for the creation of the material or work.
- The number of copies to be distributed.
- The scope of the distribution of copies of the material or work.
- Whether others will be given permission to copy the material or work.
- The uniqueness of the subject matter of the material or work.

STEPS IN COPYRIGHT ANALYSIS

Following is an outline of the process to follow in analyzing whether or not permission must be obtained.

1. Is this Incorporation or Copying "as is?"

2. Incorporation - Where the material is being incorporated into a publication of GOER.

   a. Is the material being incorporated from a copyrighted work?

   b. If the material being incorporated is copyrighted, then the Fair Use doctrine applies and the use must be analyzed. Consult with Kevin Grossman in GOER's Counsel's Office as needed.

   c. If the use is Fair then no permission is required, but proper citation format must be used.

   d. If the use exceeds the Fair Use guidelines, then permission must be requested. Permissions must be granted in writing.

3. Copying "as is" - Where the material is being copied for educational purposes and a single copy or multiple copies for classroom use are being made.

   a. Is the material being copied from a copyrighted work?

   b. If the material is from a copyrighted work, then the summary of classroom guidelines set forth on pages 7 through 9 should be consulted and the use must be analyzed. Consult with Kevin Grossman in GOER's Counsel's Office as needed.

   c. If the use is Fair, then no permission is required, but copyright notice must appear on the first page of all copies.

   d. If the use exceeds what is permitted for educational copying, then permission must be obtained. Permissions must be granted in writing.

COPYRIGHT REQUIREMENTS FOR CONTRACTORS:

When contracting with consultants for curriculum development and/or delivery the following language will be included in our Request for Proposals, Contracts, and Purchase Order agreements, and compliance will be required of our consultants:

- **Ownership of Materials:** All materials developed with funding provided by the State and all proposals, work plans and budgets become the property of New York State. All materials produced, either in whole or in part, through funding provided by New York State shall belong exclusively to GOER and to the State of New York. GOER may use any of the materials developed with project funds for any GOER or other State purpose.

- **Copyright:** All documents created or prepared under this contract must be in compliance with GOER/LMC Copyright Policy. As indicated by this Copyright Policy, GOER adheres to and requires the selected vendor to adhere to the requirements of the Copyright Law, which is Federal law and contained in Title 17 of the United States Code, Sections 101 et seq. Such requirements include, but are not limited to the following:

  - When GOER contracts for the creation of a training or instructional work and/or materials or curriculum, it is deemed under the Copyright Law as a Work-Made-for-Hire Agreement and GOER is the owner of the copyright thereto.

  - The vendor must contact GOER to incorporate or include previously copyrighted materials in the work being created or prepared under the contract. The vendor shall submit a copy of the previously copyrighted material, a draft of how the vendor proposes to include or incorporate the previously copyrighted material in the Work-Made-for-Hire. GOER shall obtain written permission, where such written permission is necessary and required, from the copyright owner(s) or their legal representative(s) for such inclusion or incorporation of such previously copyrighted material.

  - After GOER obtains written permission, GOER will transmit a copy of the written permission to the vendor and, the vendor shall include, on the appropriate page(s) of the Work-Made-For-Hire, a citation to the copyright owner(s), using the style as set forth in the written permission.

  - Where a copyright owner requests a fee for permission, GOER shall pay the copyright owner(s) or legal representative(s) the agreed upon fee, if any for the inclusion or incorporation of previously copyrighted material in the work-made-for-hire. GOER, in its sole discretion, may determine that it will not pay such fee for the right to include or incorporate such previously copyrighted material. In such event, the vendor will be required to create new materials or use alternate previously copyrighted materials (which shall also be subject to GOER's Copyright Policy).

  - Bibliographic and footnote references and citations must be included where appropriate and must use the proper format as set forth in the Copyright Policy.

  - The contract will contain a warranty by which the contractor shall warrant to GOER that he/she is the sole author of the material or work created or produced, except for the incorporated material for which copyright permission was obtained.

- The contract will contain an indemnification in which the contractor agrees to indemnify GOER against any legal action with respect to the warranty.

  Where the consultant is using materials previously developed by that consultant and adapting or revising such materials for delivery to New York State employees, the consultant materials must comply with the requirements of GOER/LMC Copyright Policy.

COPYRIGHT REFERENCES

Grossman, John, Editor. *The Chicago Manual of Style, 14th Edition.* Chicago: The University Chicago Press, 1993.

Guidelines for Classroom Copying in Not-for-Profit Educational Institutions. H.R. Judiciary Comm. Rep. No. 94-1476, 94th Congress, 2d Session, pp. 68-71.

State University of New York at Albany. *Copyright Policies*. Albany: SUNY Albany, 1987.

Title 17 United States Code Sections 101 et seq.

Turabian, Kate L. *A Manual for Writers of Term Papers, Theses, and Dissertations, 6th Edition.* Chicago: The University of Chicago Press, 1996.

United States Copyright Office, Circular 1, *Copyright Basics*.

United States Copyright Office, Circular 9, *Works-Made-For-Hire Under the 1976 Copyright Act*.

United States Copyright Office, Circular 31, *Ideas Methods, or Systems.*

United States Copyright Office, Circular 34, *Copyright Protection Not Available for Names, Titles, or Short Phrases.*

Attachment 4
Revised 7/09

GOER Data Security Policy

To facilitate the secure sharing of information, appropriate security measures must be in place commensurate with the sensitivity and confidentiality of the personal information being shared. Because the data in question may be personally identifiable and of a financial nature, for information to be released outside GOER or shared between GOER and the contractor a process must be established that:

- evaluates and documents the sensitivity of the information to be released or shared;
- identifies the responsibilities of each party for protecting the information;
- defines the minimum controls required to transmit and use the information;
- records the measures that each party has in place to protect the information;
- defines a method for compliance measurement;
- provides a signoff procedure for each party to accept responsibilities;
- establishes a schedule and procedure for reviewing the controls.

At a minimum, we require that data transmissions between the parties be encrypted (256-bit) and that periodic security reviews be undertaken to ensure the integrity, security and availability of the information. A range of network controls must be undertaken to maintain security, both in the vendor's internal network and to ensure the protection of connected State services and networks. Wherever necessary, we require that special controls be implemented to safeguard data integrity and confidentiality of the data while passing over public networks (e.g., the Internet).

Below, please find an excerpt from GOER/LMC Information Technology, Management, and Security Policy that outlines the requirements for IT work performed by outside contractors, as well as requirements for information management.

Requirements for IT Work Performed by Outside Contractors

1) When a contractor is required to provide a website as a result of any contract entered into by GOER or the LMCs, that website must conform to State policies, including Information Technology Policy NYS-P08-005, which requires that State entity websites are accessible to individuals with disabilities and which provides the standards websites must meet in order to comply.

2) When a contractor is required to provide a website as a result of any contract entered into by GOER or the LMCs, ownership of website content and any applicable domain names must be clearly addressed in the contract.

3) When a contractor is required to provide a web site as a result of any contract entered into by GOER or the LMCs, acceptance of the web site and completion of the contract must be contingent on an agency review of the web site for accessibility, usability, suitability, and receipt of all appropriate documentation.

4) When a contractor is responsible for the collection or manipulation of information as a result of any contract entered into by GOER or the LMCs, the IMG must be informed and consulted regarding adherence to agency standards for data definition and storage. Ownership of the information and provisions for the future of the information after the expiration of the contract period must also be clearly addressed in the contract.

5) When a contractor is responsible for the collection or manipulation of information as a result of any contract entered into by GOER or the LMCs, the ISO and the IMG must be informed and consulted regarding adherence to agency standards for data security.

6) When a vendor/contractor is responsible for the collection or manipulation of information as a result of any contract/work agreement entered into by GOER or an LMC, completion of the contract must be contingent upon a review of the work by the IMG and receipt of complete documentation of the data system in use.

7) The following language must be incorporated into all RFPs and work agreements with outside vendors, whether engaged via a purchase order or via contract:

"The disclosure of any information about GOER/LMC information technology, State employees or the State workforce that the vendor/contractor may have access to in the course of this engagement to any individual not employed by GOER/the LMC is prohibited unless explicitly specified in the RFP, contract or purchase order/work agreement. Vendor personnel will be required to sign GOER's standard Non-Disclosure Agreement.

"Bidders may be required to submit a risk assessment plan for the management of confidential information. This plan, if required, must include technology and non-technology based approaches to managing the security of confidential information."

Information Management

Mainstream agency databases and applications must be developed, administered and maintained in accordance with the following basic framework, whether developed in-house or by an outside contractor:

1) Documentation must include data entity diagrams that clearly reveal the key relationships (primary and foreign) of all data elements in each database schema. Each data element must be defined along with its' role in the schema. Database data dictionaries must be complete and published.
2) Data entity *types* must be in alignment with current agency requirements and standards.
3) Common *data groups* (tables, lists of values etc.) e.g. bargaining units, agency ids must reside in one agency table only.
4) Access to data and specific manipulation rights must be administered by a central database authority in accordance with the application's unit management.
5) Data *editing procedures* must be complete and meet agency standards.
6) All data integrity must be enforced *at the database level* as opposed to the application level.

Attachment 5

New York State Governor's Office of Employee Relations
Website Style Guide
Revised July, 2009

PURPOSE

The purpose of this style guide is to provide standards for all public websites/web pages sponsored by the Governor's Office of Employee Relations (GOER) to:

1. Provide consistency between GOER websites;
2. Identify websites as being sponsored by or a product of GOER; and
3. Allow users to easily navigate between GOER home page and other GOER websites.

GOER strives to produce sites that are accessible to and usable by the widest possible audience, including those using less powerful technology and individuals with disabilities using assistive technology.

QUESTIONS REGARDING INTERPRETATION OR IMPLEMENTATION

Questions regarding interpretation or implementation of these guidelines will be addressed with the selected vendor(s).

QUALIFYING WEBSITES

Any page provided to the public or our constituents as a distinct web address qualifies as a website under this policy. For the purposes of this policy, all of the following websites qualify:

ER Toolkit
DART
StateJobsNY
GOER/LMC Main Sites
Work-Life Services
ArbWeb
FlexSpend Accounts
Training and Development
Online Learning

In addition, any website that results from a contract entered into by GOER is subject to these standards.

Unless otherwise agreed upon, any qualifying website and its contents are the property of GOER, and any domain name used/associated with the site is the property of GOER.

SPECIFIC INFORMATION ABOUT PAGE CONTENT

These are GOER's concerns regarding websites IN ADDITION TO any applicable OFT policies, such as the e-Commerce initiative and accessibility guidelines. For a complete list of OFT Technology Policies, see http://www.oft.state.ny.us/policy/index.htm.

In all instances, equivalent information shall be made available to all potential users of the site. For example, if a document is posted in Adobe Portable Document Form at (PDF), that same document must be made available in accessible HTML or as plain ASCII text.

GOER's minimum display standard is 800 pixels wide by 600 pixels tall. Pages should offer a balance of content and white space. Non-main/home/index pages can exceed 600 pixels in height, although those pages that function as menus should not exceed 600 pixels without an indication (within the 600-pixel range) that there are further choices or more information beyond the bottom of the first screen.

MAIN/HOME/INDEX PAGES OF QUALIFYING SITES MUST CONTAIN:

1) The New York State Banner at the top of the page, per OFT e-Commerce policy (see http://www.oft.state.ny.us/policy/s05-001/bannerStandard.htm for specifics on the State Banner).

2) Privacy Statement, prominently placed (see NYS Best Practice Guideline # G02-001, Internet Privacy Policy, http://www.oft.state.ny.us/policy/NYSGuidelineG02-001.htm).

3) Contact information, the link to which should also be included in redundant text links at the bottom of the page. Contact information must also include specific instructions on who to contact if a section of the site is inaccessible to a visitor (see http://www.oft.state.ny.us/policy/s05-002/contactpagestandard.htm for specifics on this Mandatory Technology Standard

4) An obvious link to GOER home page. This link must include some text whereby a user with limited web skills would be alerted to it.

5) Names of the agency, the Governor and the Director of GOER.

6) A distinct link for reporting accessibility problems with the site.

7) Site main pages should fit on an 800 pixel wide X 600 pixel tall screen.

QUALIFYING SECOND-LEVEL PAGES MUST CONTAIN:

1) A smaller version of the State Banner at the top of the page.

2) Text links to all major sections of the site, and contact information, at the bottom of the page.

3) Navigation methods similar to those in use on the site's Main page (i.e., the site's navigation should be consistent at every level).

EACH PAGE MUST CONTAIN:

1) A title identifying the site, the section of the site, and the individual page.

2) Text links to all major sections of the site, and contact information, at the bottom of the page.

3) A page heading identifying the page (use of "breadcrumbs" is encouraged).

SITES SHOULD NOT INCLUDE:

1) Frames;

2) "Flyout" menus;

3) Pop-up or secondary browser windows (with very specific, limited exceptions*);

4) Audio (unless full text transcript of audio is posted in accessible HTML or plain text format), video (unless video is described for individuals with visual impairments and close captioned for individuals with hearing impairments), Macromedia Flash objects (unless they can be made accessible to individuals with visual, mobility, or hearing impairments);

5) Blinking objects;

6) Moving objects; or

7) Animations (unless they can be made accessible to individuals with visual, mobility, or hearing impairments).

8) Technologies which disadvantage users of assistive technology (e.g., interactive scripts which change page content depending on user input).

USABILITY CONSIDERATIONS:

1) Content and presentation should be separated using CSS; pages should be fluid to accommodate multiple display options. At a minimum, content must render acceptably on a screen display, and print acceptably from the browser.

2) Developers should use proper semantic markup, avoiding browser-specific and deprecated elements (e.g., use STRONG instead of B; EM instead of I).

3) Tables must include summaries and captions, where applicable. Where a table is used solely to lay out a page, indicate that in the SUMMARY attribute of the TABLE element (e.g., SUMMARY="for layout only").

4) When a table is used for layout, the page must linearize properly.

5) Avoid the use of technologies that require that the user have a specific plug-in to access the information (e.g., PDF files or Macromedia Flash presentations). If you MUST use information that requires use of a plug-in, make sure to include either HTML or plain ASCII text versions of the same information, or instructions about an alternate way of accessing the information or service on offer.

6) All form elements should include associated identifying labels that explicitly refer to the control. Forms must render logically using Lynx or a screen reading software package.

7) Avoid using form elements that require fine motor control (e.g. small radio buttons). When creating a form, ensure that the entire form can be used without a mouse, and will pose no problems for users with mobility impairments or visually impaired users with screen reading software.

8) Pages must be intelligible when style sheets are turned off, and must accommodate users who change their browser's size/style or font.

9) All pages produced must be checked in both IE (current and one prior version) and Firefox (current and one prior version); pages must also be checked for accessibility (e.g., via Bobby or Dreamweaver's Accessibility Extension) and tried using a text browser (e.g., Lynx) and/or screen reading software. For sites of Statewide significance (e.g., online training sites, etc.), it may also be necessary to have the sites tested by individuals with disabilities using assistive technology. GOER will make the arrangement for this testing.

10) Final pages must be certified accessible according to applicable NYS policy specifications (see NYS Mandatory Technology Standard S04-001 at http://www.oft.state.ny.us/policy/s04-001/index.htm.

11) In general, graphics files used should be small enough (50 Kb maximum) so that users accessing the page via a 28.8 modem would be able to load the page within 30 seconds.

12) If image maps are used, include redundant text links for users without sight or fine motor control.

13) We encourage the use of site maps.

14) Information should be available to interested users in the fewest keystrokes possible. Site architectures should be flexible enough to accommodate varying levels of end user presentation. For example, some topics may have multiple levels of subtopics; other topics may not have subtopics at all. In every instance, the direct path to the information must require the fewest possible keystrokes.

15) We encourage the use of search functionality.

16) We encourage the use of charts and graphics, so long as the information contained in them is available to non-visual users.

17) General appearance of web pages should be uncluttered.

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* Pop-up browser windows may be allowed for a limited use (e.g., help messages), so long as users are warned about the specific actions that might spawn a pop-up window in advance, AND that they are informed within the pop-up window about how to close it and return to their original session.

Budget Worksheets

NYS-Ride

Summary Budget Sheet

Project Deliverables	**Charge to Project**			
	A Year 1	**B Year 2**	**C Year 3**	**D Total (A+B+C)**
1. Start Up and Program Implementation [1.]				
2. Turnover Plan [2.]				
3. Program Implementation				
4. Employee Enrollment				
5. Payroll Interface				
6. Account Management				
7. Benefit Distribution				
8. Customer Service				
9. Communications and Marketing				
10. Reporting				
11. Website Hosting & Maintenance				
12. Compliance				
13. Information Security & Emergency Procedures				
14. Travel Costs				
15. **Sub-Total Project Cost** (Lines 3-14)				
16. **Total Project Cost** (Lines 1-14)				

The Cost portion of your proposal will be evaluated on the amount shown on Line 16, Column D. The purpose of the following chart is to calculate a Monthly Cost Per Participant and will not be evaluated: Insert the 3-year subtotal project cost (Line 15, Column D) in Column F below and calculate the Monthly Cost Per Participant for each Participant Range.

E. Participant Ranges	**F. Sub-Total Project Cost (Line 15 D above)**	**G Participant Mid-Range**	**H Monthly Administrative Fee (F ÷ 36 mo = H)**	**I.[3.] Monthly Cost Per Participant (H ÷ G = I)**
Up to 5,000	$ _____	2,500	$ _____	$
5,001 – 9,000		7,000		$
9,001 – 15,000		12,000		$
15,001 – 25,000		20,000		$
25,001 – 35,000		30,000		$
35,001 – 45,000		40,000		$
Over 45,000		45,000		$

[1.] GOER assumes that some degree of customization of bidders' normal systems and procedures will be necessary to meet the specifications of this RFP. Therefore, bidders are asked to separate out costs for Start-Up and Implementation and include those costs in the budget for Year 1. Costs of normal design upgrades should be factored into the Budget Worksheets for Project Deliverables 3-14, as applicable.

[2.] Bidders should separate out costs for the Turnover Plan and include those costs in the budget for Year 3. However, bidders should be aware that turnover costs will not be paid during Year 3; instead, they will be paid when turnover services are actually provided during the term of the contract. Bidders are required to submit a turnover budget that includes six months of costs which will be pro-rated and paid on a monthly basis during the turnover period.

[3.] The Monthly Administrative Fee will not include Start-Up Design and Implementation costs, which will be provided on a mutually acceptable payment schedule in order to allow the selected vendor to begin work upon OSC approval of the contract; nor will it include Turnover, which will be billed separately in a manner to be agreed upon with the selected vendor. Costs for years 4, and 5 of the Contract Agreement may be adjusted for inflation in accordance with the last paragraph in Section D.3, pg. 47 of the RFP.

Start-Up and Program Implementation

Category	**Charge to Project**		
	Year 1	**Year 2**	**Year 3**
1. Personnel (Specify # of employees) _____		N/A	N/A
2. Fringe Benefits			
3. Equipment Purchases and Rentals			
4. Consumable Supplies			
5. Consultants and Subcontractors			
6. Printing			
7. Marketing Material			
8. Mailing Costs			
9. Phones			
10. Indirect Costs			
11. Other (IDENTIFY)			
Start-Up and Program Implementation Total (TRANSFER TO SUMMARY SHEET, LINE 1)	$		

Turnover Plan

Category	**Charge to Project**		
	Year 1	**Year 2**	**Year 3**[1]
1. Personnel (Specify # of employees) _____	N/A	N/A	
2. Fringe Benefits			
3. Equipment Purchases and Rentals			
4. Consumable Supplies			
5. Consultants and Subcontractors			
6. Printing			
7. Marketing Material			
8. Mailing Costs			
9. Phones			
10. Indirect Costs			
11. Other (IDENTIFY)			
Turnover Plan Total (TRANSFER TO SUMMARY SHEET, LINE 2)			$

[1] Although the term of the contract is five years, bidders should include Turnover Plan costs in the budget for Year 3. However, bidders should be aware that turnover costs will not be paid during Year 3; instead, they will be paid when turnover services are actually provided during the term of the contract. Bidders are required to submit a turnover budget that includes six months of costs, which will be pro-rated and paid on a monthly basis during the turnover period.

Program Implementation

Category	**Charge to Project**		
	Year 1	**Year 2**	**Year 3**
1. Personnel (Specify # of employees) _____			
2. Fringe Benefits			
3. Equipment Purchases and Rentals			
4. Consumable Supplies			
5. Consultants and Subcontractors			
6. Printing			
7. Marketing Material			
8. Mailing Costs			
9. Phones			
10. Indirect Costs			
11. Other (IDENTIFY)			
Program Implementation Total (TRANSFER TO SUMMARY SHEET, LINE 3)	$	$	$

Employee Enrollment

Category	**Charge to Project**		
	Year 1	**Year 2**	**Year 3**
1. Personnel (Specify # of employees) _____			
2. Fringe Benefits			
3. Equipment Purchases and Rentals			
4. Consumable Supplies			
5. Consultants and Subcontractors			
6. Printing			
7. Marketing Material			
8. Mailing Costs			
9. Phones			
10. Indirect Costs			
11. Other (IDENTIFY)			
Employee Enrollment Total (TRANSFER TO SUMMARY SHEET, LINE 4)	$	$	$

Payroll Interface

Category	**Charge to Project**		
	Year 1	**Year 2**	**Year 3**
1. Personnel (Specify # of employees) _____			
2. Fringe Benefits			
3. Equipment Purchases and Rentals			
4. Consumable Supplies			
5. Consultants and Subcontractors			
6. Printing			
7. Marketing Material			
8. Mailing Costs			
9. Phones			
10. Indirect Costs			
11. Other (IDENTIFY)			
Payroll Interface Total (TRANSFER TO SUMMARY SHEET, LINE 5)	$	$	$

Account Management

Category	**Charge to Project**		
	Year 1	**Year 2**	**Year 3**
1. Personnel (Specify # of employees) _____			
2. Fringe Benefits			
3. Equipment Purchases and Rentals			
4. Consumable Supplies			
5. Consultants and Subcontractors			
6. Printing			
7. Marketing Material			
8. Mailing Costs			
9. Phones			
10. Indirect Costs			
11. Other (IDENTIFY)			
Account Management Total (TRANSFER TO SUMMARY SHEET, LINE 6)	$	$	$

Benefit Distribution

Category	**Charge to Project**		
	Year 1	**Year 2**	**Year 3**
1. Personnel (Specify # of employees) _____			
2. Fringe Benefits			
3. Equipment Purchases and Rentals			
4. Consumable Supplies			
5. Consultants and Subcontractors			
6. Printing			
7. Marketing Material			
8. Mailing Costs			
9. Phones			
10. Indirect Costs			
11. Other (IDENTIFY)			
Benefit Distribution Total (TRANSFER TO SUMMARY SHEET, LINE 7)	$	$	$

Customer Service

Category	**Charge to Project**		
	Year 1	**Year 2**	**Year 3**
1. Personnel (Specify # of employees) _____			
2. Fringe Benefits			
3. Equipment Purchases and Rentals			
4. Consumable Supplies			
5. Consultants and Subcontractors			
6. Printing			
7. Marketing Material			
8. Mailing Costs			
9. Phones			
10. Indirect Costs			
11. Other (IDENTIFY)			
Customer Service Total (TRANSFER TO SUMMARY SHEET, LINE 8	$	$	$

Communications and Marketing

Category	**Charge to Project**		
	Year 1	**Year 2**	**Year 3**
1. Personnel (Specify # of employees) _____			
2. Fringe Benefits			
3. Equipment Purchases and Rentals			
4. Consumable Supplies			
5. Consultants and Subcontractors			
6. Printing			
7. Marketing Material			
8. Mailing Costs			
9. Phones			
10. Indirect Costs			
11. Other (IDENTIFY)			
Communications and Marketing Total (TRANSFER TO SUMMARY SHEET, LINE 9)	$	$	$

Reporting

Category	**Charge to Project**		
	Year 1	**Year 2**	**Year 3**
1. Personnel (Specify # of employees) _____			
2. Fringe Benefits			
3. Equipment Purchases and Rentals			
4. Consumable Supplies			
5. Consultants and Subcontractors			
6. Printing			
7. Marketing Material			
8. Mailing Costs			
9. Phones			
10. Indirect Costs			
11. Other (IDENTIFY)			
Reporting Total (TRANSFER TO SUMMARY SHEET, LINE 10)	$	$	$

Website Hosting and Maintenance

Category	**Charge to Project**		
	Year 1	**Year 2**	**Year 3**
1. Personnel (Specify # of employees) _____			
2. Fringe Benefits			
3. Equipment Purchases and Rentals			
4. Consumable Supplies			
5. Consultants and Subcontractors			
6. Printing			
7. Marketing Material			
8. Mailing Costs			
9. Phones			
10. Indirect Costs			
11. Other (IDENTIFY)			
Website Hosting and Maintenance Total (TRANSFER TO SUMMARY SHEET, LINE 11)	$	$	$

Compliance

Category	**Charge to Project**		
	Year 1	**Year 2**	**Year 3**
1. Personnel (Specify # of employees) _____			
2. Fringe Benefits			
3. Equipment Purchases and Rentals			
4. Consumable Supplies			
5. Consultants and Subcontractors			
6. Printing			
7. Marketing Material			
8. Mailing Costs			
9. Phones			
10. Indirect Costs			
11. Other (IDENTIFY)			
Compliance Total (TRANSFER TO SUMMARY SHEET, LINE 12)	$	$	$

Information Security and Emergency Procedures

Category	**Charge to Project**		
	Year 1	**Year 2**	**Year 3**
1. Personnel (Specify # of employees) _____			
2. Fringe Benefits			
3. Equipment Purchases and Rentals			
4. Consumable Supplies			
5. Consultants and Subcontractors			
6. Printing			
7. Marketing Material			
8. Mailing Costs			
9. Phones			
10. Indirect Costs			
11. Other (IDENTIFY)			
Information Security and Emergency Procedures Total (TRANSFER TO SUMMARY SHEET, LINE 13)	$	$	$

Travel Costs

Category	**Charge to Project**		
	Year 1	**Year 2**	**Year 3**
1. Employee Meetings During the Term of the Contract:			
New York City: 4 2 Meetings & 2 Webinars			
Albany: 6 3 Meetings & 3 Webinars			
Buffalo: 2 1 Meeting & 1 Webinar			
Rochester: 2 1 Meeting & 1 Webinar			
Syracuse: 2 1 Meeting & 1 Webinar			
Binghamton: 2 1 Meeting & 1 Webinar			
2. Meetings with GOER in Albany			
3. Other (IDENTIFY)			
Travel Costs Total (TRANSFER TO SUMMARY SHEET, LINE 14)	$	$	$

Technical Attachments

Current File Layouts for NYS-Ride

Outbound Eligibility File Format – NPAY571

Field	Field Type	Length	Displacement	Comments
Last 4 digits of SSN	Char	4	1-4	Numeric characters only
Employee Record Number	Number	3	5-7	
Employee Status	Char	1	8	A (Active), P (Paid Leave)
Dept. Id.	Char	5	9-13	Agency Code
NYS Bargaining Unit	Char	2	14-15	Employee Negotiating Unit
Employee Work Percentage	Char	5 (1.4)	16-20	Represents the employees' work percentage in the job.
NYS Pay Basis Code	Char	3	21-23	ANN (Annual), HRY (Hourly), CAL (Calendar), 21P (Pd 21 Periods), BIW (Biweekly), LEG (Legislature), CYP (Calendar Year Part), CYF (Calendar Year Full)
Full Time Annual Salary/Compensation Rate	Sign	12.6 (18)	24-41	Full Time Annual Salary –- paid over an entire year. Comp Rate is used to determine the regular, hourly or biweekly earnings. Calculation methods: HRY RT X 2088 = Annual Salary BIWKLY RT X 26 = Annual Salary
Action Code	Char	3	42-44	HIR, POS, PAY, LOA etc
Reason Code	Char	3	45-47	CBU, CSL, PEX etc
Effective Date	Date	8	48-55	MMDDYYYY
NYS Regular/Temp	Char	1	56	R (Regular), T (Temporary), S (Seasonal)
Pay Cycle	Char	1	57	A (Administration), I (Institution)
Employee Grouping Number	Number	6	58-63	Not a PAYSERV field. Should be the same number for each employee record on the file. Will be used to "group" all of the records for a single employee together. Can vary from file to file, doesn't have to stay constant from one file to the next.
Filler	Char	20	64-83	Spaces

Note: The selection criteria for deciding to include records on this new NPAY571 will be:

1) the selection criteria for the current NPAY571 match file; and
2) include records with bargaining units that are eligible for DCAA (428); and
3) include records that have an Employee Status of "A" or "P"

Only records that meet all three criteria will be included on the new NPAY571.

NPAY579 Vendor Name Eligibility File

OUTBOUND – File Format
File name – Paysrp.npay579.Vendorname.dat.timestamp.pgp

Field	*Field Type*	*Length*	*Displacement*	*Comments*
Last 4 digits SSN	Char	4	1-4	Numeric characters only
Filler	Char	5	5-9	Spaces
Department ID	Char	10	10-19	Left justify, Blank fill
Negotiating Unit	Char	2	20-21	
Location Pay Amount	Char	9 (7v2)	22-30	Numeric characters only
Filler	Char	200	31-230	Filler

OSC Inbound Interface File Layout

Detail Record
File name Paysrp.nben902u.Vendorname.input.pgp

Field	Field Type	Length	Displacement	Comments
Department ID	Char	10	1-10	Left justify, Blank fill
Name	Char	50	11-60	Last, First MI (Mixed Case)
Social Security Number	Char	9	61-69	
Deduction Code	Char	6	70-75	Left justify, Blank fill
Effective Date	Char	10	76-85	Beginning date of the payroll period that the change is to take effect Date Format: MM-DD-CCYY (includes dashes)
Deduction End Date	Char	10	86-95	Beginning date of the payroll period to stop taking the deduction. This field should be blank except for cancellations. Date Format: MM-DD-CCYY (includes dashes)
Deduction Amount	Nbr	8 (6.2)	96-103	Implied decimal point

Note: When an employee has both a pre tax and a post tax deduction a separate transaction must be submitted for each deduction.

NYS Office of the State Comptroller

Report ID: NBEN902U REJECTED **VENDOR NAME** TRANSACTIONS: TRANS

Page No. 1

Run Date 10/16/2003

Run Time 15:38:11

Dedcd	Deptid	SSN	Employee Name	Deduction Amount
Message				
XXX	XXXXX	XXX-XX-XXXX	METRO, NORTH	23.00
SSN IS NOT NUMERIC				
XXX	XXXXX	OOO-OO-OOOO	METRO, SOUTH	0.00
INVALID SSN FOR EMPLOYEE				

RECORDS READ FROM FILE: 11

RECORDS NOT PROCESSED DUE TO ERRORS: 02

End of Report

Definitions—Nben902 Error Messages

1. The 'SSN is blank', error message occurs when the input file has no value in the social security number field.

Action required: Resubmit with the correct SSN.

2. The 'SSN is not numeric', error message occurs when the input file social security number field is not all numeric characters.

Action required: Resubmit with the correct SSN.

3. The 'Invalid SSN', error message occurs when the social security number from the input file does not match the social security number in employee's personal data record.

Action required: Resubmit with the correct SSN.

4. The 'Department ID is required', error message occurs when the input file has no value in the agency code field.

Action required: Resubmit with the correct Department ID.

5. The 'Department ID not found', error message occurs when the Department ID submitted on the input file is not a valid Department ID.

Action required: Resubmit with the correct Department ID.

6. The 'Invalid Department ID', error message occurs when the Department ID from the input file does not match the employee's current Department ID.

Action required: Resubmit with the correct Department ID.

7. The 'Deduction code is blank', error message occurs when the input file has no value in the deduction code field.

Action required: Resubmit with the correct deduction code.

8. The 'Invalid deduction code', error message occurs when the deduction code submitted on the input file is not a valid deduction code.

Action required: Resubmit with the correct deduction code.

9. The 'Invalid deduction for Employee', error message occurs if the employee is ineligible for the deduction.

Action required: Notify employee that deduction is invalid for employee's current position.

10. The 'No active deduction', error message occurs if an action is sent to end a deduction that is currently not being deducted.

Action required: Verify deduction information submitted and resubmit with correct information, if needed.

11. The 'If processed will not change deduction', error message occurs when the deduction code and amount already exists in the employee's current payroll record.

Action required: Verify deduction information submitted and resubmit with correct information, if needed.

12. The 'Deduction previously end dated', error message occurs when an end date is submitted on the input file and the deduction has already been ended.

Action required: Verify deduction information submitted and resubmit with correct information, if needed.

13. The 'Effective date field is blank', error message occurs when the effective date is missing.

Action required: Resubmit with effective date.

14. The 'Extra Service deduction invalid', error message occurs when an employee is ineligible for the deduction. The employee's primary job is not in Department ID submitted.

Action required: Resubmit with the employee's primary Department ID.

15. The 'Employee inactive', error message occurs when the employee is inactive and the deduction cannot be taken.

Action required: Notify employee that the deduction has not been processed due to inactive status.

Outbound Deduction Detail File Layout –NPAY518

File name Paysrp.npay518.Vendor EIN Number.dat.timestamp.pgp

Header Record

Field	Field Type	Length	Displacement	Comments
Record Type	Char	1	1	'1' - Header
Check Date	Char	8	2-9	MMDDCCYY
Filler	Char	191	10-200	

Detail Record

Field	Field Type	Length	Displacement	Comments
Record Type	Char	1	1	'2' - Detail
Check Date	Char	8	2-9	MMDDCCYY
Name	Char	50	10-59	Last,First MI (Mixed Case)
Social Security Number	Char	9	60-68	
Agency Code	Char	5	69-73	
Line Item	Char	5	74-78	
Deduction Code	Char	3	79-81	
Filler	Char	3	82-84	Spaces
Deduction Description	Char	30	85-114	
Deduction Amount Taken	Sign	11 (S8.2)	115-125	Will be negative for Check Reversals and represents the net effect of a current deduction and refund amount.
Refund Amount	Sign	11 (S8.2)	126-136	Deduction amount refunded to the employee due to error in processing (ex. Double deduction).
Deduction Amount Not Taken	Sign	11 (S8.2)	137-147	Unable to take the deduction due to insufficient gross salary
Filler	Char	53	148-200	

Deduction Code Total Record

Field	Field Type	Length	Displacement	Comments
Record Type	Char	1	1	'3' - Deduction Code Total
Deduction Code	Char	3	2-4	
Filler	Char	3	5-7	Spaces
Deduction Description	Char	30	8-37	
Record Count	Num	5	38-42	Includes Deductions Not taken
Total Amount for Deduction Code	Sign	12	43-54	Does not include Deductions Not Taken
Filler	Char	146	55-200	

Provider Total Record

Field	Field Type	Length	Displacement	Comments
Record Type	Char	1	1	'4' - Provider Total
Record Count	Num	6	2-7	Includes Deductions Not Taken
Total Amount for Provider	Sign	12	8-19	Does not include Deductions Not Taken
Filler	Char	181	20-200	

Outbound Change Interface File Layout NBEN 530

File name Paysrp.nben530.Vendor EIN Number.dat.timestamp.pgp

Detail Record

Field	Field Type	Length	Displacement	Comments
Filler	Char	9	1-9	Space
Deduction Code	Char	6	10-15	
Name	Char	50	16-65	Last,First MI (Mixed Case)
Social Security Number	Char	9	66-74	
Change Code	Char	3	75-77	
Agency Code	Char	10	78-87	
Effective Date	Char	10	88-97	
Pay Cycle	Char	1	98-98	
Pay Proc Type	Char	1	99-99	
Filler	Char	10	100-109	Space
Change Data	Char	50	110-159	
Filler	Char	40	160-200	Space

CHANGE CODES AND NARRATIVES

804 Social Security Number Change
805 Transfer
806 Leave of Absence
807 Name Change
808 Termination
809 Deceased
810 Retirement
812 Return from Leave
818 Workers Compensation Supplemental Leave
819 Family Medical Leave
920 Negotiating Unit Change

Title: paysrp.VendorName.npay515.input

Interface File Layout NPAY515

Refund Detail File

Detail Record

Field	Type	Length	Displacement	Comments
Trans_Type	Char	1	1	D: adjust PS_NY_DED_REFUND
DeptID	Char	5	6-10	
Filler	Char	5	11-15	
EmplID	Char	9	16-24	
Name	Char	50	25-74	
DedCd	Char	6	75-80	Deductions code
Filler	Char	3	81-83	
Refund_Amt	Char	11	84-94	Amount applied to Deductions table

Office of the State Comptroller
BUREAU OF STATE PAYROLL SERVICES
ADMINISTRATION PAYROLL CALENDAR
APRIL 1, 2010 – APRIL 30, 2011
LAG

Period No.	APRIL 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
					1	2	3
	4	5	6	7	8	9	10
1	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
2	25	26	27	28	29	30	

Period No.	OCTOBER 2010							
	SUN	MON	TUE	WED	THU	FRI	SAT	
						1	2	
	3	4	5	6	7	8	9	
1	10	H	12	13	14	15	16	14
	17	18	19	20	21	22	23	
2	24	25	26	27	28	29	30	15
	31							

	MAY 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
							1
	2	3	4	5	6	7	8
3	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
4	23	24	25	26	27	28	29
	30	H					

	NOVEMBER 2010							
	SUN	MON	TUE	WED	THU	FRI	SAT	
		1	2	3	4	5	6	
	7	8	9	10	H	12	13	16
	14	15	16	17	18	19	20	
	21	22	23	24	H	26	27	17
	28	29	30					

	JUNE 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4	5
5	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
6	20	21	22	23	24	25	26
	27	28	29	30			

	DECEMBER 2010							
	SUN	MON	TUE	WED	THU	FRI	SAT	
				1	2	3	4	
	5	6	7	8	9	10	11	18
	12	13	14	15	16	17	18	
	19	20	21	22	23	24	H	19
	26	27	28	29	30	31		

	JULY 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
					1	2	3
7	4	H	6	7	8	9	10
	11	12	13	14	15	16	17
8	18	19	20	21	22	23	24
	25	26	27	28	29	30	31

	JANUARY 2011							
	SUN	MON	TUE	WED	THU	FRI	SAT	
							H	
	2	3	4	5	6	7	8	20
	9	10	11	12	13	14	15	
	16	H	18	19	20	21	22	21
	23	24	25	26	27	28	29	
	30	31						

	AUGUST 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
9	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
10	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31				

	FEBRUARY 2011							
	SUN	MON	TUE	WED	THU	FRI	SAT	
			1	2	3	4	5	22
	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	23
	20	H	22	23	24	25	26	
	27	28						

	SEPTEMBER 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
11				1	2	3	4
	5	H	7	8	9	10	11
12	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
13	26	27	28	29	30		

	MARCH 2011							
	SUN	MON	TUE	WED	THU	FRI	SAT	
			1	2	3	4	5	24
	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	25
	20	21	22	23	24	25	26	
	27	28	29	30	31			26

NEW FISCAL YEAR…2011-2012

Period No.	APRIL 2011						
	SUN	MON	TUE	WED	THU	FRI	SAT
						1	2
	3	4	5	6	7	8	9
1	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
2	24	25	26	27	28	29	30

Payday is the Wednesday two weeks after the ending date of the payroll period. When a payday falls on a holiday, the check will be dated the previous day.

○ = PAYROLL PERIOD ENDING DATE

H = HOLIDAY

ADMINISTRATION AGENCIES 2010-2011
ON A LAG BASIS
(Refer to Payroll Bulletins for Submission Dates)

PAYROLL PERIOD	CHECK DATES
No. 1 April 1 – April 14	April 28
No. 2 April 15 – April 28	May 12
No. 3 April 29 – May 12	May 26
No. 4 May 13 – May 26	June 9
No. 5 May 27 – June 9	June 23
No. 6 June 10 – June 23	July 7
No. 7 June 24 – July 7	July 21
No. 8 July 8 – July 21	August 4
No. 9 July 22 – August 4	August 18
No. 10 August 5 – August 18	September 1
No. 11 August 19 – September 1	September 15
No. 12 September 2 – September 15	September 29
No. 13 September 16– September 29	October 13
No. 14 September 30 – October 13	October 27
No. 15 October 14 – October 27	November 10
No. 16 October 28 – November 10	November 24
No. 17 November 11 – November 24	December 8
No. 18 November 25 – December 8	December 22
No. 19 December 9 – December 22	January 5
No. 20 December 23 – January 5	January 19
No. 21 January 6 – January 19	February 2
No. 22 January 20 – February 2	February 16
No. 23 February 3 – February 16	March 2
No. 24 February 17 – March 2	March 16
No. 25 March 3 – March 16	March 30
No. 26 March 17 – March 30	April 13

Q:\PAYROLL\TRAINING & COMMUNICATION\Communication\Payroll Calendars\10_11 Versions Revised 7/2/09

Office of the State Comptroller
BUREAU OF STATE PAYROLL SERVICES
ADMINISTRATION PAYROLL CALENDAR
APRIL 1, 2010 – APRIL 30, 2011
CURRENT

Period No.	APRIL 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
					1	2	3
	4	5	6	7	8	9	10
1	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
2	25	26	27	28	29	30	

Period No.	OCTOBER 2010							
	SUN	MON	TUE	WED	THU	FRI	SAT	
						1	2	
	3	4	5	6	7	8	9	
	10	H	12	13	14	15	16	14
	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	15
	31							

	MAY 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
							1
	2	3	4	5	6	7	8
3	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
4	23	24	25	26	27	28	29
	30	H					

	NOVEMBER 2010							
	SUN	MON	TUE	WED	THU	FRI	SAT	
		1	2	3	4	5	6	
	7	8	9	10	H	12	13	16
	14	15	16	17	18	19	20	
	21	22	23	24	H	26	27	17
	28	29	30					

	JUNE 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4	5
5	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
6	20	21	22	23	24	25	26
	27	28	29	30			

	DECEMBER 2010							
	SUN	MON	TUE	WED	THU	FRI	SAT	
				1	2	3	4	
	5	6	7	8	9	10	11	18
	12	13	14	15	16	17	18	
	19	20	21	22	23	24	H	19
	26	27	28	29	30	31		

	JULY 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
					1	2	3
7	4	H	6	7	8	9	10
	11	12	13	14	15	16	17
8	18	19	20	21	22	23	24
	25	26	27	28	29	30	31

	JANUARY 2011							
	SUN	MON	TUE	WED	THU	FRI	SAT	
							H	
	2	3	4	5	6	7	8	20
	9	10	11	12	13	14	15	
	16	H	18	19	20	21	22	21
	23	24	25	26	27	28	29	
	30	31						

	AUGUST 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
9	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
10	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31				

	FEBRUARY 2011							
	SUN	MON	TUE	WED	THU	FRI	SAT	
			1	2	3	4	5	22
	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	23
	20	H	22	23	24	25	26	
	27	28						

	SEPTEMBER 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
11				1	2	3	4
	5	H	7	8	9	10	11
12	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
13	26	27	28	29	30		

	MARCH 2011							
	SUN	MON	TUE	WED	THU	FRI	SAT	
			1	2	3	4	5	24
	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	25
	20	21	22	23	24	25	26	
	27	28	29	30	31			26

NEW FISCAL YEAR…2011-2012

Period No.	APRIL 2011						
	SUN	MON	TUE	WED	THU	FRI	SAT
						1	2
	3	4	5	6	7	8	9
1	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
2	24	25	26	27	28	29	30

Payday is the Wednesday at the end of the payroll period. When a payday falls on a holiday, the check will be dated the previous day.

○ = PAYROLL PERIOD ENDING DATE

H = HOLIDAY

ADMINISTRATION AGENCIES 2010-2011
ON A CURRENT BASIS
(Refer to Payroll Bulletins for Submission Dates)

PAYROLL PERIOD	CHECK DATES
No. 1 April 1 – April 14	April 14
No. 2 April 15 – April 28	April 28
No. 3 April 29 – May 12	May 12
No. 4 May 13 – May 26	May 26
No. 5 May 27 – June 9	June 9
No. 6 June 10 – June 23	June 23
No. 7 June 24 – July 7	July 7
No. 8 July 8 – July 21	July 21
No. 9 July 22 – August 4	August 4
No. 10 August 5 – August 18	August 18
No. 11 August 19 – September 1	September 1
No. 12 September 2 – September 15	September 15
No. 13 September 16– September 29	September 29
No. 14 September 30 – October 13	October 13
No. 15 October 14 – October 27	October 27
No. 16 October 28 – November 10	November 10
No. 17 November 11 – November 24	November 24
No. 18 November 25 – December 8	December 8
No. 19 December 9 – December 22	December 22
No. 20 December 23 – January 5	January 5
No. 21 January 6 – January 19	January 19
No. 22 January 20 – February 2	February 2
No. 23 February 3 – February 16	February 16
No. 24 February 17 – March 2	March 2
No. 25 March 3 – March 16	March 16
No. 26 March 17 – March 30	March 30

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Office of the State Comptroller
BUREAU OF STATE PAYROLL SERVICES
INSTITUTION PAYROLL CALENDAR
APRIL 1, 2010 – APRIL 30, 2011
LAG

Period No.	APRIL 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
					1	2	3
1	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
2	18	19	20	21	22	23	24
	25	26	27	28	29	30	

Period No.	OCTOBER 2010							
	SUN	MON	TUE	WED	THU	FRI	SAT	
						1	2	
	3	4	5	6	7	8	9	14
	10	H	12	13	14	15	16	
	17	18	19	20	21	22	23	15
	24	25	26	27	28	29	30	
	31							

	MAY 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
							1
3	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
4	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	H					

	NOVEMBER 2010							
	SUN	MON	TUE	WED	THU	FRI	SAT	
		1	2	3	4	5	6	16
	7	8	9	10	H	12	13	
	14	15	16	17	18	19	20	17
	21	22	23	24	H	26	27	
	28	29	30					

	JUNE 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
5			1	2	3	4	5
	6	7	8	9	10	11	12
6	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
7	27	28	29	30			

	DECEMBER 2010							
	SUN	MON	TUE	WED	THU	FRI	SAT	
				1	2	3	4	18
	5	6	7	8	9	10	11	
	12	13	14	15	16	17	18	19
	19	20	21	22	23	24	H	
	26	27	28	29	30	31		20

	JULY 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
					1	2	3
	4	H	6	7	8	9	10
8	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
9	25	26	27	28	29	30	31

	JANUARY 2011							
	SUN	MON	TUE	WED	THU	FRI	SAT	
							H	
	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	21
	16	H	18	19	20	21	22	
	23	24	25	26	27	28	29	22
	30	31						

	AUGUST 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6	7
10	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
11	22	23	24	25	26	27	28
	29	30	31				

	FEBRUARY 2011							
	SUN	MON	TUE	WED	THU	FRI	SAT	
			1	2	3	4	5	
	6	7	8	9	10	11	12	23
	13	14	15	16	17	18	19	
	20	H	22	23	24	25	26	24
	27	28						

	SEPTEMBER 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3	4
12	5	H	7	8	9	10	11
	12	13	14	15	16	17	18
13	19	20	21	22	23	24	25
	26	27	28	29	30		

	MARCH 2011							
	SUN	MON	TUE	WED	THU	FRI	SAT	
			1	2	3	4	5	
	6	7	8	9	10	11	12	25
	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	26
	27	28	29	30	31			

NEW FISCAL YEAR…2011-2012

Period No.	APRIL 2011						
	SUN	MON	TUE	WED	THU	FRI	SAT
						1	2
1	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
2	17	18	19	20	21	22	23
	24	25	26	27	28	29	30

Payday is the Thursday following two weeks after the ending date of the payroll period. When a payday falls on a holiday, the check will be dated the previous day.

○ = PAYROLL PERIOD ENDING DATE

H = HOLIDAY

INSTITUTION AGENCIES 2010-2011
ON A LAG BASIS
(Refer to Payroll Bulletins for Submission Dates)

PAYROLL PERIOD	CHECK DATES
No. 1 March 25 – April 7	April 22
No. 2 April 8 – April 21	May 6
No. 3 April 22 – May 5	May 20
No. 4 May 6 – May 19	June 3
No. 5 May 20 – June 2	June 17
No. 6 June 3 – June 16	July 1
No. 7 June 17 – June 30	July 15
No. 8 July 1 – July 14	July 29
No. 9 July 15 – July 28	August 12
No. 10 July 29 – August 11	August 26
No. 11 August 12 – August 25	September 9
No. 12 August 26 – September 8	September 23
No. 13 September 9– September 22	October 7
No. 14 September 23 – October 6	October 21
No. 15 October 7 – October 20	November 4
No. 16 October 21 – November 3	November 18
No. 17 November 4 – November 17	December 2
No. 18 November 18 – December 1	December 16
No. 19 December 2 – December 15	December 30
No. 20 December 16 – December 29	January 13
No. 21 December 30 – January 12	January 27
No. 22 January 13 – January 26	February 10
No. 23 January 27 – February 9	February 24
No. 24 February 10 – February 23	March 10
No. 25 February 24 – March 9	March 24
No. 26 March 10 – March 23	April 7

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Office of the State Comptroller
BUREAU OF STATE PAYROLL SERVICES

INSTITUTION PAYROLL CALENDAR
APRIL 1, 2010 – APRIL 30, 2011
CURRENT

Period No.	APRIL 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
					1	2	3
1	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
2	18	19	20	21	22	23	24
	25	26	27	28	29	30	

Period No.	OCTOBER 2010							
	SUN	MON	TUE	WED	THU	FRI	SAT	
						1	2	
	3	4	5	6	7	8	9	14
	10	**H**	12	13	14	15	16	
	17	18	19	20	21	22	23	15
	24	25	26	27	28	29	30	
	31							

	MAY 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
							1
3	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
4	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	**H**					

	NOVEMBER 2010							
	SUN	MON	TUE	WED	THU	FRI	SAT	
		1	2	3	4	5	6	16
	7	8	9	10	**H**	12	13	
	14	15	16	17	18	19	20	17
	21	22	23	24	**H**	26	27	
	28	29	30					

	JUNE 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
5			1	2	3	4	5
	6	7	8	9	10	11	12
6	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
7	27	28	29	30			

	DECEMBER 2010							
	SUN	MON	TUE	WED	THU	FRI	SAT	
				1	2	3	4	18
	5	6	7	8	9	10	11	
	12	13	14	15	16	17	18	19
	19	20	21	22	23	24	**H**	
	26	27	28	29	30	31		20

	JULY 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
					1	2	3
	4	**H**	6	7	8	9	10
8	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
9	25	26	27	28	29	30	31

	JANUARY 2011							
	SUN	MON	TUE	WED	THU	FRI	SAT	
							H	
	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	21
	16	**H**	18	19	20	21	22	
	23	24	25	26	27	28	29	22
	30	31						

	AUGUST 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6	7
10	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
11	22	23	24	25	26	27	28
	29	30	31				

	FEBRUARY 2011							
	SUN	MON	TUE	WED	THU	FRI	SAT	
			1	2	3	4	5	
	6	7	8	9	10	11	12	23
	13	14	15	16	17	18	19	
	20	**H**	22	23	24	25	26	24
	27	28						

	SEPTEMBER 2010						
	SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3	4
12	5	**H**	7	8	9	10	11
	12	13	14	15	16	17	18
13	19	20	21	22	23	24	25
	26	27	28	29	30		

	MARCH 2011							
	SUN	MON	TUE	WED	THU	FRI	SAT	
			1	2	3	4	5	
	6	7	8	9	10	11	12	25
	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	26
	27	28	29	30	31			

NEW FISCAL YEAR…2011-2012

Period No.	APRIL 2011						
	SUN	MON	TUE	WED	THU	FRI	SAT
						1	2
1	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
2	17	18	19	20	21	22	23
	24	25	26	27	28	29	30

Payday is the Thursday following the ending date of the payroll period. When a payday falls on a holiday, the check will be dated the previous day.

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H = HOLIDAY

INSTITUTION AGENCIES 2010-2011
ON A CURRENT BASIS
(Refer to Payroll Bulletins for Submission Dates)

PAYROLL PERIOD	CHECK DATES
No. 1 March 25 – April 7	April 8
No. 2 April 8 – April 21	April 22
No. 3 April 22 – May 5	May 6
No. 4 May 6 – May 19	May 20
No. 5 May 20 – June 2	June 3
No. 6 June 3 – June 16	June 17
No. 7 June 17 – June 30	July 1
No. 8 July 1 – July 14	July 15
No. 9 July 15 – July 28	July 29
No. 10 July 29 – August 11	August 12
No. 11 August 12 – August 25	August 26
No. 12 August 26 – September 8	September 9
No. 13 September 9– September 22	September 23
No. 14 September 23 – October 6	October 7
No. 15 October 7 – October 20	October 21
No. 16 October 21 – November 3	November 4
No. 17 November 4 – November 17	November 18
No. 18 November 18 – December 1	December 2
No. 19 December 2 – December 15	December 16
No. 20 December 16 – December 29	December 30
No. 21 December 30 – January 12	January 13
No. 22 January 13 – January 26	January 27
No. 23 January 27 – February 9	February 10
No. 24 February 10 – February 23	February 24
No. 25 February 24 – March 9	March 10
No. 26 March 10 – March 23	March 24

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NYS-Ride Payroll Processing Timeline

Benefit Year		2010		Tuesday	Thursday	Friday	Friday	10th	21st
			Employee	NPAY 579	WageWorks	NBEN902	NBEN530 (Change File) &	WW	WW Mails
Payroll Date	Payroll Cycle	Benefit Month	Enrollment Period	Elig. File from OSC	Transmits Data to OSC	Reject Report Faxed to WW	NPAY518 (Detail/Deduction File) tcp/ip to WW	Orders Pass	Passes to Participants
19-Nov-09	Inst.	January (1)	10/2-11/1/09	3-Nov-09	**5-Nov-09**	6-Nov-09	13-Nov-09	10-Dec-09	21-Dec-09
25-Nov-09	Admin.	(1) January	10/2-11/1/09	10-Nov-09	**12-Nov-09**	13-Nov-09	20-Nov-09	10-Dec-09	21-Dec-09
3-Dec-09	Inst.	January (2)	10/2-11/1/09	17-Nov-09	**19-Nov-09**	20-Nov-09	27-Nov-09	10-Dec-09	21-Dec-09
9-Dec-09	Admin.	(2) January	10/2-11/1/09	24-Nov-09	**25-Nov-09**	27-Nov-09	4-Dec-09	10-Dec-09	21-Dec-09
17-Dec-09	Inst.	February (1)	11/2-12/1/09	1-Dec-09	**3-Dec-09**	4-Dec-09	11-Dec-09	10-Jan-10	21-Jan-10
23-Dec-09	Admin.	(1) February	11/2-12/1/09	8-Dec-09	**10-Dec-09**	11-Dec-09	18-Dec-09	10-Jan-10	21-Jan-10
31-Dec-09	Inst.	3rd Pay Period of Month		15-Jan-10	**No Deduction**	No Deduction	24-Dec-09	No Deduction	No Deduction
6-Jan-10	Admin.	(2) February	11/2-12/1/09	22-Dec-09	**23-Dec-09**	24-Dec-09	31-Dec-09	10-Jan-10	21-Jan-10
14-Jan-10	Inst.	February (2)	11/2-12/1/09	29-Dec-09	**30-Dec-09**	31-Dec-09	8-Jan-10	10-Jan-10	21-Jan-10
20-Jan-10	Admin.	(1) March	12/2-1/1/10	5-Jan-10	**7-Jan-10**	8-Jan-10	15-Jan-10	10-Feb-10	21-Feb-10
28-Jan-10	Inst.	March (1)	12/2-1/1/10	12-Jan-10	**14-Jan-10**	15-Jan-10	22-Jan-10	10-Feb-10	21-Feb-10
3-Feb-10	Admin.	(2) March	12/2-1/1/10	19-Jan-10	**21-Jan-10**	22-Jan-10	29-Jan-10	10-Feb-10	21-Feb-10
11-Feb-10	Inst.	March (2)	12/2-1/1/10	26-Jan-10	**28-Jan-10**	29-Jan-10	5-Feb-10	10-Feb-10	21-Feb-10
17-Feb-10	Admin.	(1) April	1/2-2/1/10	2-Feb-10	**4-Feb-10**	5-Feb-10	12-Feb-10	10-Mar-10	21-Mar-10
25-Feb-10	Inst.	April (1)	1/2-2/1/10	9-Feb-10	**11-Feb-10**	12-Feb-10	19-Feb-10	10-Mar-10	21-Mar-10
3-Mar-10	Admin.	(2) April	1/2-2/1/10	16-Feb-10	**18-Feb-10**	19-Feb-10	26-Feb-10	10-Mar-10	21-Mar-10
11-Mar-10	Inst.	April (2)	1/2-2/1/10	23-Feb-10	**25-Feb-10**	26-Feb-10	5-Mar-10	10-Mar-10	21-Mar-10
17-Mar-10	Admin.	(1) May	2/2-3/1/10	2-Mar-10	**4-Mar-10**	5-Mar-10	12-Mar-10	10-Apr-10	21-Apr-10
25-Mar-10	Inst.	May (1)	2/2-3/1/10	9-Mar-10	**11-Mar-10**	12-Mar-10	19-Mar-10	10-Apr-10	21-Apr-10
31-Mar-10	Admin.	3rd Pay Period of Month		16-Mar-10	**No Deduction**	No Deduction	26-Mar-10	No Deduction	No Deduction
8-Apr-10	Inst.	May (2)	2/2-3/1/10	23-Mar-10	**25-Mar-10**	26-Mar-10	2-Apr-10	10-Apr-10	21-Apr-10
14-Apr-10	Admin.	May (2)	2/2-3/1/10	30-Mar-10	**1-Apr-10**	2-Apr-10	9-Apr-10	10-Apr-10	21-Apr-10
22-Apr-10	Inst.	June (1)	3/2-4/1/10	6-Apr-10	**8-Apr-10**	9-Apr-10	16-Apr-10	10-May-10	21-May-10
28-Apr-10	Admin.	(1) June	3/2-4/1/10	13-Apr-10	**15-Apr-10**	16-Apr-10	23-Apr-10	10-May-10	21-May-10
6-May-10	Inst.	June (2)	3/2-4/1/10	20-Apr-10	**22-Apr-10**	23-Apr-10	30-Apr-10	10-May-10	21-May-10
12-May-10	Admin.	(2) June	3/2-4/1/10	27-Apr-10	**29-Apr-10**	30-Apr-10	7-May-10	10-May-10	21-May-10
20-May-10	Inst.	July (1)	4/2-5/1/10	4-May-10	**6-May-10**	7-May-10	14-May-10	10-Jun-10	21-Jun-10
26-May-10	Admin.	(1) July	4/2-5/1/10	11-May-10	**13-May-10**	14-May-10	21-May-10	10-Jun-10	21-Jun-10
3-Jun-10	Inst.	July (2)	4/2-5/1/10	18-May-10	**20-May-10**	21-May-10	28-May-10	10-Jun-10	21-Jun-10
9-Jun-10	Admin.	(2) July	4/2-5/1/10	25-May-10	**27-May-10**	28-May-10	4-Jun-10	10-Jun-10	21-Jun-10
17-Jun-10	Inst.	August (1)	5/2-6/1/10	1-Jun-10	**3-Jun-10**	4-Jun-10	11-Jun-10	10-Jul-10	21-Jul-10
23-Jun-10	Admin.	(1) August	5/2-6/1/10	8-Jun-10	10-Jun-10	11-Jun-10	18-Jun-10	10-Jul-10	21-Jul-10
1-Jul-10	Inst.	August (2)	5/2-6/1/10	15-Jun-10	**17-Jun-10**	18-Jun-10	25-Jun-10	10-Jul-10	21-Jul-10
7-Jul-10	Admin.	(2) August	5/2-6/1/10	22-Jun-10	24-Jun-10	25-Jun-10	2-Jul-10	10-Jul-10	21-Jul-10
15-Jul-10	Inst.	Sept. (1)	6/2-7/1/10	29-Jun-10	**1-Jul-10**	2-Jul-10	9-Jul-10	10-Aug-10	21-Aug-10
21-Jul-10	Admin.	(1) Sept.	6/2-7/1/10	6-Jul-10	**8-Jul-10**	9-Jul-10	16-Jul-10	10-Aug-10	21-Aug-10
29-Jul-10	Inst.	3rd Pay Period of Month		13-Jul-10	**No Deduction**	No Deduction	23-Jul-10	No Deduction	No Deduction
4-Aug-10	Admin.	(2) Sept.	6/2-7/1/10	20-Jul-10	**22-Jul-10**	23-Jul-10	30-Jul-10	10-Aug-10	21-Aug-10
12-Aug-10	Inst.	Sept. (2)	6/2-7/1/10	27-Jul-10	**29-Jul-10**	30-Jul-10	6-Aug-10	10-Aug-10	21-Aug-10
18-Aug-10	Admin.	(1) Oct.	7/2-8/1/10	3-Aug-10	**5-Aug-10**	6-Aug-10	13-Aug-10	10-Sep-10	21-Sep-10
26-Aug-10	Inst.	Oct. (1)	7/2-8/1/10	10-Aug-10	**12-Aug-10**	13-Aug-10	20-Aug-10	10-Sep-10	21-Sep-10
1-Sep-10	Admin.	(2) Oct.	7/2-8/1/10	17-Aug-10	**19-Aug-10**	20-Aug-10	27-Aug-10	10-Sep-10	21-Sep-10
9-Sep-10	Inst.	Oct. (2)	7/2-8/1/10	24-Aug-10	**26-Aug-10**	27-Aug-10	3-Sep-10	10-Sep-10	21-Sep-10
15-Sep-10	Admin.	(1) Nov.	8/2-9/1/10	31-Aug-10	**2-Sep-10**	3-Sep-10	10-Sep-10	10-Oct-10	21-Oct-10
23-Sep-10	Inst.	Nov. (1)	8/2-9/1/10	7-Sep-10	**9-Sep-10**	10-Sep-10	17-Sep-10	10-Oct-10	21-Oct-10
29-Sep-10	Admin.	3rd Pay Period of Month		14-Sep-10	**No Deduction**	No Deduction	24-Sep-10	No Deduction	No Deduction
7-Oct-10	Inst.	Nov. (2)	8/2-9/1/10	21-Sep-10	**23-Sep-10**	24-Sep-10	1-Oct-10	10-Oct-10	21-Oct-10
13-Oct-10	Admin.	(2) Nov.	8/2-9/1/10	28-Sep-10	**30-Sep-10**	1-Oct-10	8-Oct-10	10-Oct-10	21-Oct-10
21-Oct-10	Inst.	Dec. (1)	9/2-10/1/10	5-Oct-10	**7-Oct-10**	8-Oct-10	15-Oct-10	10-Nov-10	21-Nov-10
27-Oct-10	Admin.	(1) Dec.	9/2-10/1/10	12-Oct-10	**14-Oct-10**	15-Oct-10	22-Oct-10	10-Nov-10	21-Nov-10
4-Nov-10	Inst.	Dec. (2)	9/2-10/1/10	19-Oct-10	**21-Oct-10**	22-Oct-10	29-Oct-10	10-Nov-10	21-Nov-10
10-Nov-10	Admin.	(2) Dec.	9/2-10/1/10	26-Oct-10	**28-Oct-10**	29-Oct-10	5-Nov-10	10-Nov-10	21-Nov-10

Process Flow for *NYS-Ride*
NPAY518 File – Deduction File

I.4.a

Issue	Detailed Description	Pass/Voucher Order Cancelled	Stop Issued	Refunds & Forfeiture Process
Routine Situations				
#1 Deductions Match	Npay518 data and the vendor data match exactly.	NA	NA	NA
#2 Inadequate Funds – Deduction Not Taken by State (Example: Employee goes on leave and did not receive enough pay)	Information is included in the Npay518 file that a planned deduction was not taken for an employee.	Cancel current passes that are not already fully funded (i.e., both deductions have been processed)	1st Deduction – the vendor sends stop for this employee on 2nd deduction file.	1st deduction – No refund or forfeiture.
			2nd Deduction – the vendor will send stop for this EE on next deduction file.	2nd deduction -- If employee has had 1st deduction, but not second, initiate refund for 1st deduction.
#3 Incorrect Social Security number (Example: Employee purposely gives wrong Social Security number)	Employee is not in the Npay518 file because Social Security number was incorrect	Cancel passes that are not already fully funded (i.e., both deductions have been processed)	No Stop needed.	NA
# 4a – Missing employee Record in Deduction File Ineligible Negotiating Unit	Employee is not in the Npay518 file because the employee has switched to an ineligible negotiating unit.	Cancel passes that are not already fully funded (i.e., both deductions have been processed)	No Stop needed. State has stopped deductions.	1st deduction – No refund or forfeiture.
				2nd deduction -- If employee has had 1st deduction, but not second, initiate refund for 1st deduction.
#4b Missing employee Record in Deduction File. Switched Department ID and Pay Cycles	Employee is not in the Npay518 file because the employee has switched payroll cycles.	Attempt to modify deductions in new payroll cycle to allow pass to be fully funded. Cancel current pass if pass cannot be fully funded.	1st deduction - No stop needed. 2nd deduction – No stop needed.	1st deduction – No refund or forfeiture.
				2nd deduction -- If employee has had 1st deduction, but not second, initiate credit for 1st deduction.

Issue	Detailed Description	Pass/Voucher Order Cancelled	Stop Issued	Refunds & Forfeiture Process
#4c Missing employee Record in Deduction File Contract Employee with less than 26 scheduled pay periods	Employee is not in the Npay518 file because the Employee is not scheduled to be paid in that pay period	Cancel passes that are not already fully funded (i.e., both deductions have been processed)	The vendor sends stop for this EE	1st deduction – No refund or forfeiture.
				2nd deduction -- If employee has had 1st deduction, but not second, initiate credit for 1st deduction.
#5 Under Deduction (Most likely caused because employee has recently switched departments)	The amount of funds deducted by the State according to the Npay518 file is less than the requested amount.	1st deduction -- Attempt to increase deductions for 2nd deduction to allow pass to be fully funded.	1st deduction – the vendor sends change request for increased 2nd deduction.	No refund or forfeiture.
		2nd deduction (rare situation) -- Cancel pass because pass will not be fully funded.	2nd deduction – No Stop needed.	2nd deduction – Refund employee for all deductions taken if pass could not be fully funded.
#6 Over Deduction (Most likely caused because employee has recently switched departments)	The amount deducted by the State exceeds the amount of the requested pass.	Orders are not cancelled since pass order is fully funded.	1st deduction – the vendor sends change request for reduced 2nd deduction.	No refund or forfeiture because over deduction was corrected on 2nd deduction.
			2nd deduction (rare situation) – No Stop needed.	Over-deduction amount is refunded to employee on next paycheck

Process Flow for *NYS-Ride*
Change Codes – NBEN530 File

Code	Description	Employee Profile Updated	Pass/Voucher Order Cancelled	Stop Issued	Refunds & Forfeiture Process
Profile-Related					
804	Social Security Number Change	Update Social Security number and employee ID # in the vendor system.	NA	NA	NA
807	Name Change	Update where provided	NA	NA	NA
Termination-Related					
808	Termination	NA	Cancel Passes that are not already fully funded (i.e., both deductions have been processed)	Stop issued	If employee has had 1st deduction, but not second, forfeiture rules apply
808 – Termination Notes – There may be situations where the State sends a termination code for a particular employee (i.e., the employee is only switching pay cycles (Administration/Institution), but the vendor is sent a termination code. When this situation is identified on the 902 Report, the vendor will follow the procedures described in 4b of the Npay518 Process Flow document, and reverse the termination status.					
809	Deceased	NA	Cancel Passes that are not already fully funded (i.e., both deductions have been processed)	Stop issued	If employee has had 1st deduction, but not second, forfeiture rules apply
810	Retirement	NA	Cancel Passes that are not already fully funded (i.e., both deductions have been processed)	Stop issued	If employee has had 1st deduction, but not second, forfeiture rules apply

Code	Description	Employee Profile Updated	Pass/Voucher Order Cancelled	Stop Issued	Refunds & Forfeiture Process
Other Changes					
805	Transfer to Ineligible Agency/ Location	Update	Cancel Passes that are not already fully funded (i.e., both deductions have been processed)	Stop issued	If employee has had 1st deduction, but not second, initiate refund for 1st deduction.
	Transfer to Eligible Agency	Update	No impact	No stop	NA
920	Transfer to Ineligible Negotiating Unit	Update	Cancel Passes that are not already fully funded (i.e., both deductions have been processed)	No stop needed. Cancelled by State.	If employee has had 1st deduction, but not second, initiate refund for 1st deduction.
	Transfer to Eligible Negotiating Unit	Update	No impact	No stop.	NA
806	Unpaid Leave of Absence	NA	Cancel Passes that are not already fully funded (i.e., both deductions have been processed	Stop needed.	If employee has had 1st deduction, but not second, create credit for employee in the vendor system. Credit could be forfeited at a later date if not used. Credits will be forfeited after year
812	Return from Leave	NA	None	No Stop.	None
818	Workers Compensation Leave	NA	Cancel Passes that are not already fully funded (i.e., both deductions have been processed	Stop needed.	If employee has had 1st deduction, but not second, create credit for employee in the vendor's system. Credit could be forfeited at a later date if not used. Credits will be forfeited after 1 year

Code	Description	Employee Profile Updated	Pass/Voucher Order Cancelled	Stop Issued	Refunds & Forfeiture Process
819	Family Medical Leave	NA	Cancel Passes that are not already fully funded (i.e., both deductions have been processed	Stop needed.	If employee has had 1st deduction, but not second, create credit for employee in the vendor system. Credit could be forfeited at a later date if not used. Credits will be forfeited after 1 year

NEW YORK STATE

NYS-Ride

A Money-Saving Transportation Benefit for NYS Employees and a Cleaner New York

User Name:
Password: LOG ON

▶ Forgot your username or password?

▶ FIRST-TIME USER? REGISTER NOW

Program Brochure (PDF)
Program Brochure (HTML)

Your Commute Just Got Easier!

Welcome to *NYS-Ride*, your pre-tax commuter program for New York State employees.

The *NYS-Ride* Program is a qualified transportation benefit that may save you up to 40% off the cost of your commute to work.

- Simply enter your User Name and Password to log on. If you are new to the *NYS-Ride* program, please select the First-Time User link.

Who is eligible for this program?

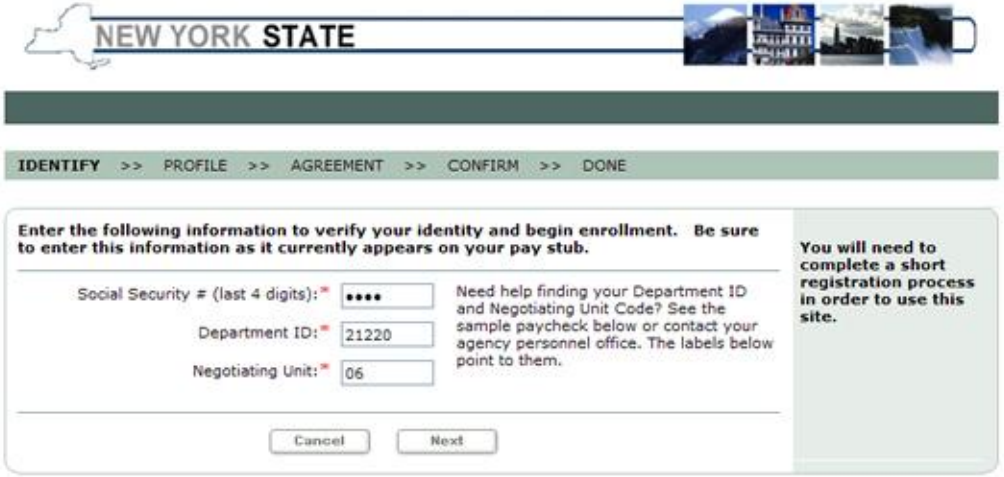
As a newly eligible employee you may participate in NYS-Ride if :

- You are an Executive Branch State employee or an employee of the Unified Court System and receive a regular biweekly paycheck from the Office of the State Comptroller (OSC) and are in an eligible negotiating unit.

David A. Paterson, Governor **Gary Johnson, Director**

NYS-Ride is a benefit provided to New York State employees as a result of collective bargaining and is sponsored by The Governor's Office of Employee Relations.

Please contact us at (866) 428-7781 (TDD 1-866-353-8058) if you are having trouble enrolling in the program or if you are experiencing accessibility problems with this site.


NEW YORK STATE
IDENTIFY >> PROFILE >> AGREEMENT >> CONFIRM >> DONE
Enter the following information to verify your identity and begin enrollment. Be sure to enter this information as it currently appears on your pay stub.
Social Security # (last 4 digits):*
Department ID:* 21220
Negotiating Unit:* 06
Need help finding your Department ID and Negotiating Unit Code? See the sample paycheck below or contact your agency personnel office. The labels below point to them.
Cancel
Next
You will need to complete a short registration process in order to use this site.
Please contact us at (866) 428-7781 (TDD 1-866-353-8058) if you are having trouble enrolling in the program.

Thomas P. DiNapoli
New York State Comptroller
Negotiation Unit
Department ID

NEW YORK STATE

IDENTIFY >> **PROFILE** >> AGREEMENT >> CONFIRM >> DONE

Contact Info

We may need to contact you for customer service. Please enter your first name and last name, a daytime phone number where we can contact you (or leave a message) and an e-mail address to which we can send time-sensitive and critical benefits information including confirmations and account statements.

First Name:* NYS
Last Name:* Ride
Phone:* 555 - 888 - 1212 Ext.
E-mail:
Confirm E-mail:

Address Info

This address will be used for any orders or communications that we will mail to you. Enter a residential address where you want to receive this mail. Please note -- we cannot guarantee delivery to your work address, a P.O. Box or a non-residential address.

Mailing Address:* Any St
City:* Albany
State:* NY
ZIP:* 12223 -

Your Work Location Zip:* 12223

User Name and Password

Creating a user name and password will enable you to log into this web site in the future to manage your account.

Your password must be between 8 and 20 characters long and include at least one symbol or one single-digit number. Your password cannot contain your last name, first name, or user name and is case sensitive.

User Name:* nysride
Password:* ••••••••
Confirm Password:* ••••••••

Social Security Number, Home Zip and Birthday

Please enter your social security number, home zip code (first 5 digits), and birthday. We need this information to uniquely identify you and communicate your elections to your employer. We will also use this information to identify you if you forget your password.

SSN:* 000 - 00 - 4618
Confirm SSN:* 000 - 00 - 4618
Home Zip:* 12223
Birthday:* Month Jan Day 01

Contact Us Privacy Policy

Back Cancel Next

NYS-Ride USER AGREEMENT (Updated 13-Feb-08)

Terms and Conditions
This agreement affects your rights. Please read it carefully. You will not be able to participate in *NYS-Ride* unless you consent to this Agreement.

By accepting this Agreement now and each time you place, change or cancel an order or election or perform any transaction related to the *NYS-Ride* program, you represent that you understand and accept the terms and conditions of this Agreement. This Agreement applies to your use of the Third Party Administrator web site, benefits, data and any related products or services (collectively the "Service").

In this Agreement, "you", "your", "Subscriber", "Subscribers", "user" or "users" means any person participating in *NYS-Ride*. "Third Party Administrator", "we", "us" and "our" refer collectively to Third Party Administrator, Inc., its affiliates, contractors, officers, employees and agents.

Portions of this agreement regarding the *NYS-Ride* program apply only to those users who are eligible for and/or who enroll in the program. Portions of this agreement regarding computer access and electronic communication apply only to those users with computer access.

User Responsibilities
In addition to the user responsibilities described for public transportation and vanpool benefits below and rules associated with each transaction you perform, you agree to the following:

Statement of Affirmation. You have read the *NYS-Ride* enrollment information available to you and have elected to apply for enrollment in *NYS-Ride*. You affirm that the information you have provided for this application is correct and that you are eligible to participate in the program. You understand that the program administrator (Third Party Administrator) and your employer (New York State) will use the information you have provided in your application to verify your eligibility to participate in *NYS-Ride*. If your application for enrollment is approved, you understand that your election will remain in effect until you submit a new application to change or cancel your election, or until your paycheck deductions are interrupted due to an unpaid leave of absence, termination of employment, or other circumstance. You understand that if your paycheck deductions are interrupted for any reason, your participation in *NYS-Ride* will terminate and that you must reapply when you return to the State payroll if you wish to participate again in the program.

You further understand that by completing and signing this electronic form, you authorize New York State to deduct the applicable *NYS-Ride* contributions from your paycheck. These contributions can only be used for qualified transportation expenses under the *NYS-Ride* program incurred during your period of coverage and will be forfeited if not used during your period of coverage.

Profile. You agree to provide true, accurate and complete information in your profile and to maintain and promptly update it as applicable. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, we have the right to terminate your participation in *NYS-Ride* and to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. You authorize Third Party Administrator to make any inquiries it considers necessary to validate your profile information.

Mailing address. You have the sole responsibility for providing us with a correct and operational mailing address. Many notifications that we normally provide will be made to this address and may not be available by e-mail. We will not be liable for any undelivered benefits or mail, or any costs you incur to maintain a mailing address. You must promptly notify us (in accordance with the monthly order/election deadline for the benefit selected) of any change in your mailing address. If you do not have a U.S. mailing address and wish to provide us with the mailing address of another person who will forward any mail communications to you, you may do so at your own risk. If you provide us with a mailing address, then you consent to the delivery of related information via regular USPS (i.e., unregistered, uncertified, no return receipt).

Email address. You have the sole responsibility for providing us with a correct and operational e-mail address. Many notifications that we normally provide will be made to this e-mail address and may not be available by mail. We will not be liable for any undelivered e-mail communications or any costs you incur for maintaining Internet access and an electronic mail account. You must promptly notify us of any change in your e-mail address. If you do not have an e-mail address and wish to provide us with the e-mail address of another person who will forward any e-mail communications to you, you may do so at your own risk. If you provide us with an e-mail address, then you consent to the transmission of related information via unsecured electronic mail.

Hacking. If you use or attempt to use the Service for other purposes including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service, your account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

Protecting Against Unauthorized Use. You agree to keep your User Name and Password (collectively "Access ID") confidential and to contact us IMMEDIATELY if you have any reason to believe that another person has obtained or has the means to obtain your Access ID. You agree that you will not reveal your Access ID to any other person, or take actions that could cause your Access ID to be revealed to any person, whether intentional or not (e.g., writing down your Access ID in a document easily seen by others, using an unsecured electronic mailing to transmit your Access ID, providing your Access ID to your administrative assistance to check your account balance). Do not reveal your Access ID to any person who contacts you (e.g., who calls you or sends you an electronic mail) even if that person claims to be from Third Party Administrator. Our customer service agents may request your Access ID to verify your identity, but only on a telephone call that you have placed to us. If we believe that someone else other than you is accessing or modifying your account information or calling us claiming to be you, we will immediately take action to protect your account, including deactivating your account and/or notifying you.

Electronic Delivery and Communication
By enrolling in *NYS-Ride*, you agree to form a contractual relationship with New York State and/or Third Party Administrator using electronics means. To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding your account and/or your use of the Service ("Communications"), may be provided to you electronically and you agree to receive Communications in an electronic form. Electronic Communications may be posted on the pages within the *NYS-Ride* web site and/or delivered to your electronic mail address. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the Communication. We reserve the right but assume no obligation to provide Communications in paper format. Your consent to receive Communications electronically is valid until you revoke your consent by terminating this Agreement.

Term And Termination
This Agreement will remain in force until terminated. You may terminate this Agreement by contacting us via electronic mail or our toll free number. We may terminate this Agreement at any time without notice to you, and will do so if New York State determines that you are no longer eligible to participate in *NYS-Ride*, if New York State ceases to be a client of Third Party Administrator, or if there is a material breach of any provision of this Agreement. Other than in the case of fraud, termination will have no impact on any payments outstanding.

Benefit Information: Public Transportation & Vanpool

The benefit information in this Agreement is only relevant if you are eligible for and/or enroll in *NYS-Ride*, as offered to you by New York State as your employer. New York State determines your eligibility for this benefit.

Funds. The Public Transportation and Vanpool benefits program allows you to pay for eligible public transportation and vanpool expenses with pre-tax money. New York State does not set aside any amounts in a bank, trust, or any other accounts. All payments shall be paid out of the general assets of New York State. You have no right to any of New York State's assets or the assets of Third Party Administrator.

Available funds. The *NYS-Ride* program (and not this Agreement) determines the amount of funds available for your use at any given time and the source of those funds.

Deadlines. The deadline for ordering, changing your order, canceling your order and/or changing your mailing address is clearly indicated when you place your order. You are solely responsible for adhering to all applicable deadlines.

Undelivered orders. If you order a tangible transportation pass, you can expect to receive your order by the first day of the benefit month for which the order was placed. If you do not receive your order by the first day of the benefit month, you must contact Third Party Administrator to report the missing order within the first 3 business days of that month. Third Party Administrator reserves the right to not issue reimbursements for any pass that does not arrive: (1) due to an errant or incomplete mailing address provided by you or your employer, (2) because your mail was forwarded, or (3) at an office building mail stop, PO Box or other non-residence. Failure to report an undelivered order in a timely manner may result in your not qualifying to get reimbursed for an undelivered order.

Payment to vanpool service providers. Our responsibility is to deliver payment to the vanpool service provider indicated by you. We will deliver such payments electronically when possible, or otherwise via the USPS. You are

still legally responsible for the bill. The use is not an "assignment of claims? (i.e., neither New York State nc
Party Administrator has any liability towards your vanpool provider).

No refund, resale or return. You agree that you will not sell, barter, exchange or otherwise transfer to ar
person for cash or other consideration goods or services obtained through your participation in *NYS-Ride*. Y
agree not to return goods and services to your provider for cash or any other consideration other than for d
exchange of damaged or defective goods. You understand that Third Party Administrator will not refund or c
your account, or seek a refund or credit on your behalf. You agree that you will not solicit or accept a refun
credit from any party for payments made from your account unless you return those funds to your account.

Penalties for misuse. In addition to other legal remedies, your refusal to follow the terms of this Agreeme
provision of false or fraudulent statements regarding the items or services you have purchased may result i
termination of participation from the *NYS-Ride* program and disciplinary action by your employer. The tax
authorities may also initiate tax collections against you.

Advantages and disadvantages. Participation in *NYS-Ride* may produce significant tax savings to you beca
amounts deducted from your wages on a pre-tax basis (up to the federally permitted limit for the benefit se
are not subject to federal taxes, most state income taxes, social security (FICA), and medicare. Your actual
will depend on your personal situation. There is no guarantee you will save money by participating in *NYS-R*
Pre-tax payroll deductions reduce your taxable income and may affect other compensation-based benefits s
life, disability and social security. You should consult your tax advisor if you have any questions regarding y
personal situation.

DISCLAIMERS

Privacy
The current version of the Privacy Policy can be viewed at any time under the Help tab on the Third Party
Administrator web site.

Limitation On Availability
The availability of *NYS-Ride* may be subject to interruption and delay due to causes beyond our reasonable
(e.g., power outages, acts of nature, acts of war or terrorism) and causes within our reasonable control (e.
routine maintenance). We are not liable for damages due to interruption or delay in the availability of *NYS-*

Changes To This Agreement
We may amend this Agreement at any time by posting the amended terms to the Third Party Administrator
site. Amendments will generally be effective immediately without notice to you unless required by applicabl
In such instances, those amendments will be effective on the effective date stated in such notice. Your cont
participation in *NYS-Ride* constitutes acceptance of the amended terms. If you do not agree to the amendec
you may terminate your participation in *NYS-Ride* by contacting us. You may request a paper copy of this
Agreement as amended at any time by calling our toll free number. This Agreement was last modified on 19
05.

Trademarks
"Third Party Administrator", and its logo are registered trademarks of Third Party Administrator, Inc. Maste
a registered trademark of MasterCard International. Other marks may be owned by their respective holders
license for these marks is granted to any end-user.

License
The Third Party Administrator web site, data and other contents, paper forms, brochures and materials,
downloadable documents, and the Services are copyrighted and/or proprietary properties of Third Party
Administrator. During the term of this Agreement, we grant to you a non-exclusive, non-transferable, limite
license to use the Service at such time as it is generally available solely in accordance with the terms of this
Agreement. You agree not to alter or remove any copyright or other proprietary notices or any disclaimers i
within the Service.

Not a Bank
You acknowledge that (1) the Service is not a banking service, (2) Service accounts are not insured by any
government agency of any nation, and (3) the Service is not subject to banking regulations.

Disclaimer of Warranty
NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE SERVICE IS PROVIDED "AS IS" WI
WARRANTY WHATSOEVER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF

AVAILABILITY, RELIABILITY, USEFULNESS, COURSE OF PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability
WITH THE EXCEPTION OF ACTUAL DAMAGES CAUSED BY ITS OWN WILLFUL MISCONDUCT OR FRAUD, THIRD PARTY ADMINISTRATOR IS NOT LIABLE FOR ANY LOSSES OR DAMAGES TO ANY PERSON AS A CONSEQUENCE OF YOUR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIRD PARTY ADMINISTRATOR IS NOT RESPONSIBLE FOR SERVICES PROVIDED OR TO BE PROVIDED BY THIRD PARTIES (SUCH AS PROVIDERS OF PUBLIC TRANSPORTATION OR VANPOOL SERVICES).

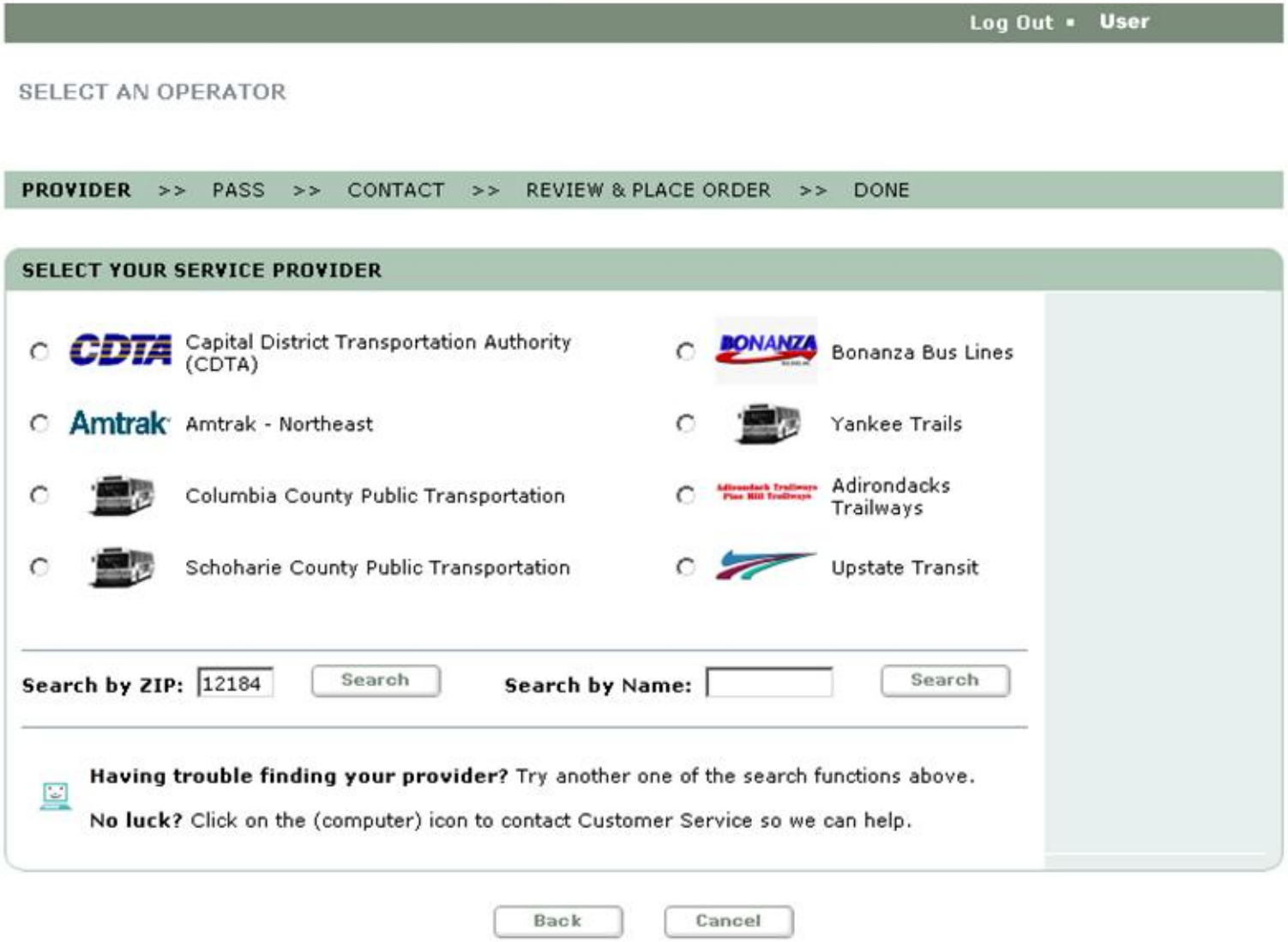
Other Provisions
This Agreement may not be assigned, sublicensed or otherwise transferred by you. Should any provision of this Agreement be held to be unenforceable by a court of competent jurisdiction, the validity and enforceability of the other provisions shall not be affected thereby. Failure of any party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All remedies are independent of each other.

This Agreement shall be governed by and construed under the laws of the State of California without regard to conflicts of laws provisions. You hereby consent to the jurisdiction of the state courts of California and the federal courts within the state with respect to any claim relating to this Agreement. The Disclaimer of Warranty, Indemnity and the Other Provisions sections of this Agreement shall survive the termination of this Agreement. The terms specified herein set forth the entire understanding and Agreement between Third Party Administrator and you and supersede any prior or contemporaneous oral or written agreements or representations.

NEW YORK STATE
IDENTIFY >> PROFILE >> AGREEMENT >> CONFIRM >> DONE
Contact Info
First Name: NYS
Last Name: Ride
Phone: 518-888-1212
E-mail: user@email.com
User Name and Password
User Name: nysride
Password: *********
Address Info
Mailing Address: Any St.
City: Albany
State: NY
Zip: 12223
Work Zip: 12223
Home Zip and Birthday
Home Zip: 12223
Birthday: 01/01
Contact Us
Back
Edit
Cancel
Submit

The Empire State
NewYorkState
WELCOME
COMMUTER
HELP
Log Out • User
ACCOUNTS OVERVIEW
Print Page
MANAGE MY ACCOUNTS
Place Commuter Order
View Account Statement
View Program Info
Edit My Profile
Contact Customer Service
Go to:
Commuter
ACCOUNT DASHBOARD
Commuter Program (current x 12) $0.00
Total $0.00
Estimated Savings $0.00
MY PROFILE
Mailing Address: Any St.
City, State Zip: Albany, NY
Work Zip: 12223
Email: user@email.com
Phone: 518-888-1212

The Empire State
NewYorkState
WELCOME
COMMUTER
HELP
Log Out
User
SELECT BENEFIT
Please select a commuter benefit for which you wish to enroll.
Public Transportation
Vanpool
Commuter Questions? Click here.
Tell us how you get to work and we'll show you how you can save.
Back


Log Out • User
SELECT AN OPERATOR
PROVIDER >> PASS >> CONTACT >> REVIEW & PLACE ORDER >> DONE
SELECT YOUR SERVICE PROVIDER
Capital District Transportation Authority (CDTA)
Bonanza Bus Lines
Amtrak - Northeast
Yankee Trails
Columbia County Public Transportation
Adirondacks Trailways
Schoharie County Public Transportation
Upstate Transit
Search by ZIP: 12184
Search
Search by Name:
Search
Having trouble finding your provider? Try another one of the search functions above.
No luck? Click on the (computer) icon to contact Customer Service so we can help.
Back
Cancel

SELECT A PASS

PROVIDER >> **PASS** >> CONTACT >> REVIEW & PLACE ORDER >> DONE

SELECT YOUR PASS

CDTA Capital District Transportation Authority (CDTA)

Capital District Transportation Authority (Albany)

http://www.cdta.org

	Pass	Description	For Benefits	Order By
○	Ten Ride Ticket	Valid for 10 one-way rides on CDTA Bus Lines.	Sep-09	01-Jul-09
○	WageWorks Commuter Card	A reusable stored value card that can be used to purchase CDTA tickets and passes at the CDTA online store. Note: This card cannot be used at locations such as grocery stores, drug stores, or newsstands.	Sep-09	01-Jul-09
○	Commuter 10-Ride Pass	Provides 10 one-way rides in specific NX zones on Upstate Transit and the CDTA.	Sep-09	01-Jul-09
◉	Swiper Card	Valid for unlimited rides on CDTA services for the time period specified on the pass.	Sep-09	01-Jul-09

Read the description carefully for complete information about your order.

BUY A TRANSIT PASS

PROVIDER >> **PASS** >> CONTACT >> REVIEW & PLACE ORDER >> DONE

SELECT YOUR PASS OPTIONS

STANDARD OPTIONS

Operator: CDTA Capital District Transportation Authority (CDTA)

Pass: Swiper Card

Start Date: First of Month

Span: Monthly

Zone: Base Fare

Period: Mon-Fri

Frequency: Every Month / One Month Only

Quantity: 1

TOTAL COST AS SELECTED: $49.50

Select **Every Month** and you'll automatically get the same order every month until you change or cancel it.

Transit Benefit FAQs - Click here.

Back | Cancel | Next

BUY A TRANSIT PASS

PROVIDER >> PASS >> **CONTACT** >> REVIEW & PLACE ORDER >> DONE

CONFIRM YOUR MAILING ADDRESS AND CONTACT INFO

Mailing Address:* 12345 Any Street

City:* Your Town

State:* NY

ZIP:* 12223 -

Work ZIP:* 12212

Email:

Daytime Phone: 555 - 555 - 1212 Ext. 4455

* ☑ Check here if this contact info is accurate.

Click here to view our Privacy Policy.

This address will be used for any orders or communications that we will mail to you.
- DO enter a residential address where you want to receive this mail.
- DO NOT enter your work address, a PO Box or a non-residential address.

Updates: This address will not be communicated to your employer or any other party. Be sure to update your address here and separately notify any other party who should be aware of a change in your mailing address.

Back Cancel Next

Operator: CDTA Capital District Transportation Authority (CDTA)

Pass: **Swiper Card**

Description: **Valid for unlimited base fare rides Monday-Friday on CDTA services for one calendar month.**

Start Date: First of Month

Span: Monthly

Zone: Base Fare

Period: Mon-Fri

Quantity: 1

Total Cost: **$49.50**

First Benefit Month: **Sep-09**

Frequency: Every Month

Change/Cancel Until: **1st of Month**
Two Months Prior to the Benefit Month

Your order will be mailed to you by the first day of the First Benefit Month (and every month thereafter, if you selected the Every Month frequency).

Mailing Address and Contact Info:
NYS Ride User
123 Any Street
YourTown, NY 12345

Click Order to finalize your enrollment in accordance with the fine print:

Click here to view Public Transportation & Vanpool Rules.

Click here to view User Agreement.

Reminder!

Click the **Order** button at the bottom of the page to place this order.