

REQUEST FOR PROPOSALS

FOR

Third Party Administration of the Pre-Tax Transportation Program,
NYS-Ride

Issued on July 1, 2015 by:

New York State Governor's Office of Employee Relations
Work-Life Services/Family Benefits Program
10B Airline Drive
Albany, New York 12235-0001

Schedule of Key Events

RFP Release Date July 1, 2015
Written Questions Due July 14, 2015
Response to Written Questions..... August 5, 2015
Deadline to Submit Notice of Intent to Bid..... August 5, 2015
Proposal Due Date September 2, 2015
Selection Review Begins..... September 14, 2015
Project/Contract Start Date March 15, 2016

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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 Pre-Tax Transportation Program, a qualified transportation fringe benefit (QTB) plan authorized by Internal Revenue Code Section 132(f).

The purpose of *NYS-Ride* 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 *NYS-Ride* statewide. In addition to Executive Branch employees, *NYS-Ride* is also offered to employees of the Unified Court System and the Legislature, both of which currently participate in *NYS-Ride*.

Bidders are invited to submit proposals for TPA services for Third Party Administration of the Pre-Tax Transportation Program, *NYS-Ride*, which are 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 March 15, 2016 and end on December 31, 2021 and will reflect a dollar amount anticipated to be made available to the selected contractor over the total contract term. The start date of the contract will be negotiated with the selected contractor.

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: 1) contract negotiations and administration; 2) legal and

administrative matters; 3) administration of joint labor-management initiatives; and 4) statewide employee training, and organizational development. Additional information about the Governor's Office of Employee Relations can be found on our website at <http://goer.ny.gov/>.

3. GOER Responsibilities

GOER will oversee the implementation of the contract resulting from this RFP. GOER staff will also maintain scheduling responsibilities and primary communication with the chosen bidder. Funding for the activities outlined in this RFP 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 (WLS)

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 WLS 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 (M/C) employees.

Under the umbrella of the WLS, 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 transportation benefit, available on a statewide basis to eligible employees who utilize mass transit;
- Thirty-three 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 DCAA 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:

- **Compatibility** – all web pages and applications for the *NYS-Ride* program must be designed for use on Macs, PCs, tablets, and smart phones.
- **Customization** - shall include modification of the selected contractor's products to meet the specific requirements of NYS's pre-tax transportation program. Bidders should note that such customization will entail using NYS specified logo and branding on publications, websites, correspondence, and promotional items, but will often include much more extensive modifications such as payroll interface, online enrollment systems, and annual surveys.
- **Employee ID (EMPLID)** – the EMPLID is a unique 9-digit alpha/numeric identifier assigned by the State of New York to each employee. This number is used in the transfer of payroll information between the State and the vendor and in all reports. This number is used in place of an employee's Social Security Number.
- **Fare Media** – shall include but not be limited to: transit passes, vouchers, van pooling, rechargeable debit cards, smart card (stored value cards) and mobile ticketing, and potentially parking passes.

- **GOER** – indicates the agency or staff of the FBP of the WLS Unit.
- **Mail** – shall include but not be limited to: electronic transmission of correspondence, the electronic loading of electronic media (e.g., the loading of smart phone apps or mobile ticketing), 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 invalid email addresses will be the responsibility of the selected contractor.
- **Pilot Program** - *NYS-Ride* was established as a pilot program in 2005 enabling NYS employees, who worked in one of the five New York City boroughs to set aside payroll deductions on a pre-tax and post-tax basis for eligible transit expenses.
 - **Pilot-Only Employees** – those employees who are represented by eligible unions only if the employee works in one of the five New York City boroughs, works part-time, and does not receive location pay.
- **Selected Contractor** – The bidder awarded the contract.

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 that 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 as a Pilot Program and extended to a statewide program in 2008, 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 the Legislature.

The selected contractor 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 including but not limited to the following: transit passes, vouchers, van pooling, rechargeable debit cards, smart card and mobile ticketing, and potentially parking. The bidder must 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 have a mission consistent with excellence in service and describe any formal recognition for industry leadership. The bidder's proposal should also demonstrate an ability to accommodate the highly customized plan designs and unique needs of the *NYS-Ride* program. The selected contractor must be prepared to begin the project on March 15, 2016 and implement *NYS-Ride* by October 2, 2016. At some time during the contract, statewide parking may be added as a deliverable. Should this occur, the selected contractor is expected to implement this portion of the benefit within three months of notification, 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.

<i>NYS-Ride</i> Statistics for January 2015 Benefit Month	
Federal Pre-Tax Transit Limit	\$130
Enrollment	8,008
Number of Passes Ordered	8,212
Total Elections (pre-tax and post-tax)	\$1,065,420
Typical Monthly Customer Service Calls	459

The current Standby Letter Of Credit (SLOC) value is \$2,200,000.

B.2 Scope of Work

The Technical Portion of bidders' proposals will be evaluated using the Scope of Work criteria found on pp. 10 - 40. Bidders should describe in detail how they will conform to the scope of work requested in this RFP.

B.2.a Mandatory Requirements

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

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

B.2.a.1 The bidder must have a minimum of eight (8) years' experience and expertise in the administration of Section 132(f) pre-tax transportation programs as defined by the Internal Revenue Code.

B.2.a.2 The bidder must have a minimum of eight (8) years' experience providing third party administration services to large (minimum of 75,000 employees), multi-site employers with a geographically diverse employee population.

B.2.a.3 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 authorization to take or adjust payroll deductions from employees who enroll, change or terminate their participation in *NYS-Ride* by telephone, rather than by self-service through the *NYS-Ride* website.

- B.2.a.4 For the term of the contract, the selected contractor must assign an account manager to oversee all matters arising in the administration and management of *NYS-Ride*. The bidder must certify that the account manager will be fully authorized in writing 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 selected contractor'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.
- B.2.a.5 The selected contractor, as a condition of the contract resulting from this RFP, must provide GOER with an irrevocable Standby Letter of Credit (SLOC) that must be maintained in force and effect with GOER as required in Section G.2, pp. 64-65 of this RFP. Each bidder's proposal must include a statement that it is committed to providing the required SLOC and a statement as to how it will be provided. This statement must confirm the selected contractor as the applicant and be accompanied by a written commitment from a financial institution to provide GOER with the SLOC no later than 30 business days after notification from GOER that the contract has been approved by the Office of the State Comptroller (OSC) or September 1, 2016, whichever date is later. The SLOC must be irrevocably maintained for the duration of the contract. The applicant for the SLOC cannot be a subcontractor.
- B.2.a.6 The bidder must guarantee its ability to meet the payroll interface requirements with OSC, as defined by Section B.2.d, Payroll Interface.
- B.2.a.7 The bidder must be able to accept, transmit, and report all nine digit alpha/numeric characters of the Employee ID (EMPLID) number via SFTP.
- B.2.a.8 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. Additionally, the data collected may not be transmitted outside the United States.
- B.2.a.9 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. Additionally, the data collected may not be transmitted outside the United States.

B.2.a.10 The bidder must guarantee its ability to mail fare media directly to employees. Please refer to pp. 8-9 for definition of the terms “mail” and “fare media.”

B.2.a.11 The bidder must agree to use NYS Certified Minority and Women-Owned Business Enterprises (MWBE) to purchase consumable supplies such as ink cartridges, computers, printers, paper, etc., and also website design, and graphic design services as required in Section C, pp. 41-46 of this RFP.

B.2.a.12 The bidder will provide GOER with read-only real-time online access to *NYS-Ride* participants’ accounts to view their case history, including but not limited to enrollment status, actual biweekly pre- and post-tax payroll deductions, and customer service call records.

B.2.a.13 The bidder must comply with all the information security, and if applicable, cloud computing requirements set forth in this RFP.

B.2.a.14 *If* cloud based services are a component of the selected contractor’s proposed solution, the selected contractor must demonstrate that its systems and processes meet or exceed FedRAMP, federal and NY state standards, including FedRAMP Cloud Computing Security Requirements baseline and FedRAMP Continuous Monitoring Requirements for moderate impact systems.

Bidders please note: All items that are listed as “the selected contractor is expected to” or “the selected contractor should” in this RFP are viewed as *mandatory deliverables* that the selected contractor must satisfy as part of the awarded contract resulting from this RFP.

B.2.b Program Implementation

The selected contractor will 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, mobile ticketing, and potentially qualified parking expenses as defined by the Internal Revenue Code (IRC) 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 (van pooling). The IRS defines “transportation in a commuter highway vehicle” as transportation provided by an employer to an employee in connection with travel between the employee’s residence and place of employment. A commuter highway vehicle is a highway vehicle with a seating capacity of at least 6 adults (excluding the driver) and with respect to which at least 80 percent of the vehicle’s mileage for a year is reasonably expected to be - for transporting employees in connection with travel between their

residences and their place of employment; and on trips during which the number of employees transported for commuting is at least one-half of the adult seating capacity of the vehicle (excluding the driver). 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, the selected contractor will be expected to provide pre-tax and post-tax deductions for the purchase of qualified parking fare media, rather than a reimbursement program for parking expenses.

B.2.b.1 In developing a response to this RFP, the bidder is expected to have a mission consistent with excellence in service and describe any formal recognition for industry leadership.

B.2.b.2 The selected contractor is expected to produce fare media that are accepted by the local transit authorities. The selected contractor is expected to negotiate the acceptance of fare media including but not limited to: 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, and Washington D.C.

B.2.b.3 The selected contractor is expected to 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 The selected contractor is expected to provide GOER with any necessary legal advice with respect to administration of the program.

B.2.c Employee Enrollment

B.2.c.1 The selected contractor will be responsible for providing a user-friendly, customized, completely paperless, and, in the event of contract turnover, an uninterrupted process for enrolling and submitting account changes (*see Attachments J.4.a-b Process Flow, which will provide an understanding of the minimum level of customization required*). This system is expected to include a web-based online option and a telephone option, in accordance with New York State Finance Law and requirements set forth by 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 is expected to be protected with industry-accepted practices for authentication and data encryption, compliant with GOER's Data Security Policy as described in section H.5 pg. 119 of this RFP.

In developing a customized website for employee enrollment, the web-based and telephone enrollment process is expected to provide error messages should the employee enter or provide to a customer service representative erroneous, duplicative, or incomplete information. These messages should be specific to the type and location of the error. For example, if a first-time enrollee creates a user name that is already being used by another participant, an error message should display, alerting the enrollee that the user name is already in use and to choose an alternative.

In developing a customized website for employee enrollment, the selected contractor is expected to adhere to the NYS policy for website accessibility according to the policy in effect at the time the website is designed and to provide updates to the website should NYS policy change. At present, the applicable policy is NYS Information Technology Services (ITS) Technology Policy P08-005, which can be referenced at <http://www.its.ny.gov/policy/NYS-P08-005.PDF>. GOER will work with the selected contractor 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 The selected contractor is expected to provide a system for tracking new enrollments, changes, and terminations in accordance with the timeframes established by OSC and GOER.
- B.2.c.3 The selected contractor is expected to allow *NYS-Ride* participants to change their fare media election up to the ordering deadline for the fare media.
- B.2.c.4 The selected contractor is expected to process new enrollments, changes, and terminations, in accordance with the timeline provided by GOER (see *Attachment J.3*). The current contractor will be responsible for processing new enrollments, changes, and terminations through October 1, 2016 and for fulfilling passes through the December 2016 benefit month. The selected contractor will assume processing all *NYS-Ride* enrollments, changes, and terminations effective October 2, 2016 (for the January 2017 benefit month).
- B.2.c.5 For employees who have begun employment with the State but have not yet been assigned an EMPLID, the selected contractor will process the employee's application by allowing the employee to submit an enrollment application through the *NYS-Ride* website or through the telephone enrollment process. Because the application cannot be processed without a valid EMPLID, the employee will receive an error message to call the selected contractor. The selected contractor will submit the application for the employee using the predetermined dummy EMPLID of N99999999. The employee's application will pend in the selected contractor's system until the employee receives a valid EMPLID. GOER will unpend the enrollment application. The selected contractor will add the employee

to the payroll file to begin deductions. In order to accomplish this, the selected contractor will be expected to develop, design, and implement a Pended Application Management Component to the website that will:

- Create a function within the System to pend for further review and administrative action those applications that cannot be automatically processed. Include a Search for Pended Applications page that enables GOER to sort pended applications by the name of applicant.
- Provide a process that enables GOER to match pended applications to the appropriate eligibility file payroll record and approve applications. Unpending applications should then be processed for the next available payroll.
- Allow GOER to enter the correct EMPLID, Department ID, and negotiating unit if necessary to enable the pended application to be processed.

B.2.c.6 The selected contractor will be expected to design, develop, and implement a component whereby GOER will be able to give eligibility to interested Pilot-Only Employees. Pilot-Only Employees are those employees who are represented by eligible unions only if the employee works in one of the five New York City boroughs, works part-time, and does not receive location pay. This component will provide immediate eligibility to the employee, enabling the employee to complete the enrollment application.

B.2.d Payroll Interface

The selected contractor will perform all payroll deduction management 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 the NYS payroll system in the formats defined by OSC.

B.2.d.1 The selected contractor will interface with the NYS payroll system, in the format defined by OSC as outlined below. OSC operates the State payroll system. Because of the size of the State workforce, 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. GOER will provide a list of agencies and their corresponding pay cycles. The bidder must address how this interface will be accomplished and how the bidder will receive and send data electronically every week to OSC and assign participants to the correct payroll group.

The current *NYS-Ride* contractor will be responsible for processing new enrollments, changes, and terminations through October 1, 2016 and for fulfilling

passes through the December 2016 benefit month. The selected contractor will assume processing all *NYS-Ride* enrollments, changes and terminations effective October 2, 2016 for the January 2017 benefit month.

- TCP/IP: Transmission Control Protocol/Internet Protocol—OSC’s secure file transfer protocol (FTP). The selected contractor is required to open a TCP/IP account. Instructions on how to do this will be provided to the selected contractor by OSC.
- Eligibility Validation: The selected contractor is expected to validate employee eligibility. OSC will create an eligibility file for the selected contractor (*see Attachment J.1.a NPAY579*) on a weekly basis. The file format will contain employees who meet the eligibility criteria and will contain the following data, which the selected contractor will use to match eligibility of enrollees:
 - 9 digit Alpha/Numeric Employee ID Number (EMPLID)
 - Department ID
 - Bargaining Unit Code
 - Location Pay (Pilot Eligible Bargaining Units Only)

The selected contractor is expected to validate continued eligibility. GOER will provide the selected contractor with a list of eligible and ineligible Department ID’s, Bargaining Unit Codes, and corresponding pay cycles. For validating continued eligibility, OSC will provide 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 and the selected contractor will notify the employee.

- Payroll Data Exchange: To initiate, change, or terminate a deduction, the selected contractor will be required to submit a weekly interface to OSC (*see Attachment J.1.b OSC Inbound Interface File Layout*) on specified dates not later than 6:00 PM., ET. The interface must contain the following information:
 - Department ID
 - Name
 - 9 digit Alpha/Numeric EMPLID
 - Pre-Tax Deduction Code (421)
 - Post-Tax Deduction Code (422)
 - Effective Date
 - Deduction End Date
 - Deduction Amount (the selected contractor *is required* to calculate the employee’s election in two (2) biweekly increments. In months where there are three pay periods, 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 J.2.a-b for sample calendars*).

Bidders please note: If during the term of the contract OSC implements file format changes, it will be considered within the scope of this RFP for the selected contractor to use the revised file formats.

- Two Pay Period Deduction Deferral: Two biweekly deductions are required to be taken prior to issuance of the fare media to the employee in order to pre-fund the benefit and protect the State from financial liability. The selected contractor will administer this deferral.

Example: An employee on the Institutional Pay Cycle enrolls on February 25, 2015 for the May benefit month. The vendor will send the deduction file to OSC on March 5, 2015 for the first payroll deduction from the paycheck of March 19, 2015 and another file on March 19, 2015 for the second payroll deduction from the paycheck of April 2, 2015. The vendor will mail the transit pass or voucher to the employee, load the employee's smart card, or mobile ticket by April 21, for use by the employee on May 1, 2015.

GOER will provide the vendor with an Enrollment Timeline that details weekly deadlines for enrollment and payroll interface deadlines with OSC for use in determining when to provide fare media to employees (see *Attachment J.3 for a sample Enrollment Time Line*).

- Participant Pre-Tax Refunds: The refund will be added to the employee's salary on a post-tax basis. The State will work with the selected contractor, on an ongoing basis, to identify the employees who are owed pre-tax refunds due to administrative errors. Refunds are expected to be resolved within one pay cycle and the information reported to OSC via the Inbound File NPAY515 Refund Detail File (see *Attachment J.1.g*). The refund will be identified as a negative deduction on the NPAY518 Outbound Detail File from OSC (see *Attachment J.1.e*).
- Participant Post-Tax Refunds: The refund will be added to the employee's salary on a post-tax basis. The selected contractor is responsible for identifying the employees to whom a refund is owed (see *Attachments J.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 J.1.g*). The refund will be identified as a negative deduction on the NPAY518 Outbound Detail File from OSC (see *Attachment J.1.e*).

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

If the employee resumes participation in *NYS-Ride*, sufficient deductions are required to be taken before a new pass or voucher can be delivered. It is the responsibility of the selected contractor 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 selected contractor is responsible for taking a double deduction. This double deduction is required to 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.

- **Transit Provider Increase:** The selected contractor is expected to advance the difference in cost to the affected employees to avoid the interruption of delivery of their fare media. To be reimbursed as soon as practicable, the selected contractor will transmit the employees' increased deduction to OSC through the regular file transmission schedule. Should a participant who receives this benefit leave the State's payroll, the selected contractor will be reimbursed through the monthly invoicing by reducing the *NYS-Ride* forfeitures (please see B.2.d.5 for more information on forfeitures).
- **Testing between OSC and the selected contractor:** 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 The selected contractor will 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, smart cards, and mobile ticketing.

- 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 contractor must have an ACH account to receive monies.

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

- The selected contractor will reconcile expected and actual payroll deductions on a weekly basis.
- The selected contractor will report rejected transactions and unresolved discrepancies (missed or unexpected deductions) to GOER in an Excel spreadsheet on the defined weekly schedule (*see Attachment J.3 NYS-Ride Payroll Processing Timeline*).
- GOER will send a written resolution in a password protected email or to the vendor's secure FTP site. Before the participant's next scheduled payroll deduction, the vendor is expected to use that information to immediately update the affected participants' accounts, payroll deduction information, and eligibility information (*see Attachment J.3 NYS-Ride Payroll Processing Timeline*).

OSC will provide the selected contractor with two outbound reconciliation files. The first file, the Deduction Detail File (*see Attachment J.1.e NPAY518*) will contain employee deduction detail information, employee name, deduction amount, etc. The second file, the Change File (*see Attachment J.1.f 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 or she is not entitled, OSC will recover the amount from a subsequent vendor payment and notify the selected contractor by identifying a negative deduction on the NPAY518 detail file (*see Attachment J.1.e NPAY518*). The selected contractor is responsible for pursuing reimbursement of these funds from the employee. In addition, the State will not be responsible for the selected vendor's or subcontractor's errors if a participant receives a benefit or a duplicate benefit to which he or she is not entitled.

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

B.2.d.6 The selected contractor will execute purchase orders with transit/parking vendors on a timely basis and transfer funds accordingly.

B.2.d.7 The selected contractor shall possess expertise in database system management, programming, and a variety of electronic media.

B.2.d.8 The selected contractor will 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, for a total of seven (7) years in accordance with federal and state regulations.

B.2.d.9 The selected contractor will possess experience, flexibility, and creativity in dealing with large, complex systems.

B.2.d.10 In the event *NYS-Ride* is extended beyond the current eligible employees of the Executive Branch, Unified Court System, and the Legislature the selected contractor will be expected to execute piggyback (joinder) agreements. The selected contractor will be responsible for establishing procedures to process separate automated or manual payroll files for these state entities, which would be responsible for all costs under the joinder agreement. The selected contractor would invoice these agencies directly and therefore should not include those costs in their response to this RFP.

- The selected contractor is expected to reconcile payroll deduction deposits to the *NYS-Ride* bank account with the automated or manual payroll files received from each of these state entities.

B.2.d.11 In the event the selected contractor experiences a 5% failure when processing a payroll file from OSC, the selected contractor's system is expected to automatically stop the file from loading and report the issue immediately to GOER.

B.2.e Account Management

For the term of the contract, it is mandatory for the selected contractor 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 selected contractor 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 contractor should:

B.2.e.1 Assign a single IT expert to whom GOER has direct access when unusual and unexpected technical problems occur. Upon GOER request, the IT expert is expected to join the weekly conference calls to discuss and resolve technical issues.

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 read-only real-time online access to participants' accounts to view their case history, including but not limited to enrollment status, actual biweekly pre- and post-tax payroll deductions, and customer service call records. **(Mandatory Requirement)**

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 Mail fare media directly to employees on a regular monthly basis. See pg. 8 for definition of the terms "mail" and "fare media." **(Mandatory Requirement)**

B.2.f.2 The selected contractor will use first class U.S. mail in security (non-see through) envelopes when mailing to *NYS-Ride* participants who choose to have their fare media delivered to their home address.

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

B.2.f.4 Issue fare media 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 fare media 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 fare media value selected by an enrolled employee transmitted to the employee's smart card (stored value card) or mobile ticket, where smart cards and mobile ticketing are available, by the first of each new calendar month, and new cards issued at reasonable intervals until the participant misses a payroll deduction or terminates enrollment. As permitted by IRS guidelines, should an employee receive only one deduction in a month, the

selected contractor is expected to load the single biweekly deduction on the employee's stored value card or mobile ticket.

- B.2.f.7 If vouchers are the elected fare media, provide vouchers that are redeemable by employees for public transit travel at no charge.
- B.2.f.8 Provide industry standard security measures to ensure secure delivery of all fare media.
- B.2.f.9 Provide a procedure, approved by GOER, 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 timeline 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 In the event a participant changes payroll cycles and the deduction is received on the alternate payroll, allow the unexpected deduction to post to ensure that the employee's fare media is not canceled due to the unexpected deduction.
- B.2.f.13 In the event of a contract turnover resulting from this RFP (see section B.2.m pp.34-37), the selected contractor will obtain participants' reoccurring orders from the current *NYS-Ride* contractor and provide those orders in an uninterrupted manner.

B.2.g Customer Service

The selected contractor is expected to provide accurate, efficient, courteous, and high quality customer service to all participants and prospective enrollees. Customer service should be easily 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 should also include the capability for participants to have online access to their account information through the selected contractor's secure website.

- B.2.g.1 By October 2, 2016, the selected contractor is expected to 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 AM through 5 PM ET, Monday through Friday,

excluding legal holidays observed by the State. The toll-free line should be completely tested and fully operational by September 1, 2016 so that the selected contractor can begin answering calls beginning on October 2, 2016.

Bidders who propose to provide extended hours of accessibility, and/or propose to provide a dedicated team to answer New York State inquiries will receive additional point(s).

B.2.g.2 The selected contractor is expected to provide employees access to customer service through phone and email.

Bidders will receive additional point(s) if they propose to provide a live web chat option. Employees will be able to ask questions of customer service representatives via live web chat during normal customer service hours and receive answers immediately back via the live web chat.

B.2.g.3 The selected contractor is expected to ensure that customer service representatives are knowledgeable and properly trained in rules and regulations specific to *NYS-Ride*. The customer service representatives are expected to inform NYS 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 contractor will develop and provide each customer service representative with a *NYS-Ride* specific training manual, approved by GOER, which will include, but not be limited to:

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

At a minimum, the selected contractor is expected to update this training manual annually.

B.2.g.4 The selected contractor is expected to develop an email system whereby employees may ask questions and be responded to in free form and pre-developed responses approved by GOER. This email system must also allow for responses back to the selected contractor.

B.2.g.5 The selected contractor is expected to document in the contractor'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.6 The selected contractor is expected to 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.7 The selected contractor is expected to ensure the accuracy of the information being provided, by reviewing a random sample on a weekly basis, via each of the customer service representatives' recorded calls, email responses, and if proposed by the selected contractor, web chat conversations. Customer service representatives who fail the training standard must receive appropriate coaching.
- B.2.g.8 The selected contractor is expected to allow participants to make changes to their elections or accounts at any time through the *NYS-Ride* website. Participants making changes to their elections or accounts by telephone are expected to be able to do so anytime during the selected contractor's regular customer service hours.
- B.2.g.9 The selected contractor is expected to provide effective 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, when to expect arrival of their benefits, and whom to contact with questions or concerns regarding their *NYS-Ride* benefit; 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 by U.S. Mail, on a calendar quarterly basis.
- B.2.g.10 The selected contractor is expected to confirm participants' email addresses on an annual basis and to research and correct any invalid email addresses.

B.2.h Communications and Marketing

Outreach is considered critical, to ensure that employees are aware of how *NYS-Ride* can benefit them. The selected contractor is expected to develop a marketing campaign, approved by GOER, using flexibility, to respond to the changing policies, needs, and populations. The selected contractor is expected to promote *NYS-Ride* with creativity, on an ongoing basis to increase participation among state employees. The selected contractor is expected to:

- B.2.h.1 The bidder must agree to use NYS Certified Minority and Women-Owned

Business Enterprises (MWBE) to purchase consumable supplies such as ink cartridges, computers, printers, paper, etc., and also website design, and graphic design services as required in Section C, pp. 41-46 of this RFP (**Mandatory Requirement**). Work with GOER and the selected NYS Certified MWBE firms to develop, design, print and distribute all marketing materials customized for *NYS-Ride*. All educational or promotional materials distributed to state employees or state agencies are required to identify both the State and the participating unions as the funding source and include the State's branding and copyright if applicable. GOER requires prior approval on the design and content of all promotional material. For the period of this contract, at a minimum, the selected contractor will be expected to produce, in sufficient quantity:

- 1,500 11x17, color, folded 16-page detailed enrollment booklets detailed enrollment booklet to fulfill employee requests and for distribution at employee information meetings,
- 214,000 5x7 double sided, color, postcards to be distributed to each state employee via 240 agency payroll offices,
- 4,100 11x17 color posters to distribute to 260 agency worksites, and small informational flyers for GOER to distribute at employee health fairs and union-sponsored functions,
- 7,500 one (1) page, double sided, 8½ x 11, color, small informational flyers, and
- 500 one (1) page letters.

Postage costs associated with distributing marketing materials to employees and state agencies are part of the contract costs, and will not be billed separately. For purposes of this RFP, bidders should assume at least one *reprint* during the contract term. 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 contractor, working with GOER, and NYS certified MWBE graphic artist(s)/firm(s) (**Mandatory Requirement**) 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 their cost proposal for specified quantities of materials, the actual quantities will have to be authorized annually by GOER. GOER reserves the right to negotiate a reduced cost paid per participant based on the savings from reduced printing and mailing costs as identified in the selected contractor's Cost Proposal (Supplemental Worksheet).

B.2.h.2 Provide 2,500 (not to exceed \$5.00 per unit) promotional 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 New York

State and *NYS-Ride* customized program branding on each item, and must be approved by GOER prior to ordering and production. All promotional items are expected to be made in the U.S.A.

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 contractor to finalize reporting details including the format, number of reports needed, and other specifics. Reports are expected to be provided in electronic format in compliance with the GOER Data Security Policy, as described in Section H.5 of this RFP which include password protection, transmission to GOER through the vendor's secure FTP site, or other mutually agreed upon security measures. The selected contractor is expected to provide sample-reporting documents (*see Section B.2.o*) and indicate their ability to provide all of the information below.

B.2.i.1 The selected contractor is expected to 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 2010 or earlier version spreadsheet.

B.2.i.2 The selected contractor is expected to provide the following payroll interface reports on a weekly basis:

- Unresolved Payroll Rejection Report
 - By 12:00 Noon each Friday, via the vendor's secure website, the Payroll Rejection Report will be made available to GOER for research and resolution. GOER will send to the selected contractor a resolution, which, on receipt, the selected contractor must use to immediately update the affected participants' records, accounts, payroll deduction information, and eligibility information so that the updates take effect appropriately for the participants' next paycheck.
- NBEN 530 – Change File
 - By 12:00 Noon each Friday the selected contractor will receive the NBEN 530 change file from OSC. The selected contractor must review this report and incorporate the reported changes to immediately update the affected participants' records, accounts, payroll deduction information, and eligibility information. This information will then be reported to GOER in an Excel spreadsheet for verification so that the updates take effect appropriately for the participants' next paycheck.
- Unresolved Payroll Discrepancy Report
 - By 12:00 Noon each Friday the Payroll Discrepancy Report will be made available to GOER for research and resolution in an Excel spreadsheet. GOER will send to the selected contractor a written resolution, which upon receipt the selected contractor must use to immediately update the affected participants' records, accounts, payroll deduction information, and eligibility information so that the

updates take effect appropriately for the participants' next paycheck.

- Recoup/Double Deduction Report
 - By 12:00 Noon each Tuesday the selected contractor must provide the Recoup/Double Deduction Report to GOER reporting those *NYS-Ride* participants who because of an OSC rejected deduction will require a payroll adjustment to fulfill their payment for their selected fare media.
- Pre- and Post-Tax Refund Report
 - By 12:00 Noon each Tuesday the selected contractor must provide the Pre- and Post-Tax Refund Report to GOER reporting any pre- and post-tax refunds due to *NYS-Ride* participants for the payroll file being sent on the Thursday of that same week.

B.2.i.3 The selected contractor is expected to provide monthly employee registry including: employee name, 9 digit alpha/numeric EMPLID, 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.4 The selected contractor is expected to provide monthly enrollment reports detailing the number of enrollees for each benefit month by bargaining unit, agency code for both payroll cycles (Institutional and Administrative) and by any other variation GOER requests, within these parameters.

B.2.i.5 The selected contractor is expected to provide monthly report of lost and/or stolen vouchers or fare media, including name, date reported, date compensated, and amount compensated.

B.2.i.6 The selected contractor 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, and action taken).

B.2.i.7 The selected contractor is expected to provide a Contractor's MWBE Quarterly Payment Report, GOER Form # ADM-146 as detailed in Section C.

B.2.i.8 Upon request of GOER, the selected contractor is expected to provide ad hoc reports regarding, but not limited to, participation, elections, geographic usage, and website usage analytics.

B.2.i.9 The selected contractor is expected to print and mail quarterly reminders, using a NYS Certified MWBE firm, to the *NYS-Ride* participants' address on file 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. Currently, approximately 300 *NYS-Ride* participants receive these reminders.

B.2.i.10 The selected contractor is expected to develop, distribute, and report the results of an annual Participant Satisfaction Survey from a random sampling of 10 percent of participants that covers every department ID and negotiating unit. The survey requires GOER approval prior to distribution. The survey must include a proportionate sampling of participants with email addresses and without email addresses and be distributed electronically and via U.S. mail accordingly. The annual survey should be distributed in February with results reported to GOER annually over the term of the contract by May 31.

B.2.j Website Hosting and Maintenance

The selected contractor is responsible for hosting and maintaining the contents of the *NYS-Ride* website. GOER will retain ownership of the domain name and website content. The selected contractor may not change the format of their software without concurrence or mutual agreement with GOER. For information purposes, the website may be viewed at www.nysride.com. The selected contractor is expected to comply with 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 contractor to provide an understanding of the State's requirements. The selected contractor also is expected to:

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 the selected contractor is expected 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 Office of Technology Services Policy P08-005, which can be referenced at <http://www.its.ny.gov/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 Work with GOER and a NYS Certified MWBE website designer to update, revise, or redesign the *NYS-Ride* website, including a smart phone app. For purposes of this RFP, bidders should assume one redesign during the contract term and annual updates and revisions. The selected contractor is expected to provide GOER a test site for the website to allow for testing and prior approval before going live. The selected contractor will provide a minimum of two months of testing and revisions before the website will be approved. The website is expected to be compatible with both Windows and Apple operating systems and also be accessible through smart phone apps.

- B.2.j.4 Update the contents of the *NYS-Ride* website on an ongoing basis throughout the year upon the request of GOER. PDF versions of the enrollment booklet and brochure are expected to also be available on the website. Periodic text updates are expected to 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 request by GOER. GOER is responsible for drafting and approving all text updates to be displayed on the website.
- B.2.j.5 Establish an interface between the *NYS-Ride* website and the selected contractor's database to provide participants with real-time online access to their account information.
- B.2.j.6 Provide GOER with the capability of posting its own announcements on the www.nysride.com homepage.
- B.2.j.7 At GOER's request, update the www.nysride.com website, including homepage within the timeline provided by GOER or one business day of the request, whichever one is later. These updates include but are not limited to: Governor's Name, Director's Name, Agency Name, State Logo, etc.
- B.2.j.8 The selected contractor is expected to keep pace with technology changes. If during the term of this contract reliable new technology emerges suitable for use by *NYS-Ride* participants, it will be considered within the scope of this RFP for the selected contractor to accommodate the new technology.
- B.2.j.9 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. Additionally, the data collected may not be transmitted outside the United States. **(Mandatory Requirement)**.

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 contractor is expected to provide advice and recommendations regarding the program, including, but not 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 should 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 are deemed by the State as necessitating a change in benefits will be incorporated within the scope of this RFP.

The selected contractor 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 contractor agrees that its compensation will change only if the selected contractor is able to provide detailed documentation of increased costs to the selected contractor 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 contractor's level of effort or cost, the State reserves the right to renegotiate the monthly administrative fee with the selected contractor.

B.2.k.2 GOER must review and approve all marketing materials and communications produced by the selected contractor 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 the responsibility of the selected contractor.

B.2.k.3 The selected contractor will pay for 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 selected contractor'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 contractor's performance results against the standards (see *B.2.n, Performance Standards and Penalties*).

B.2.I 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 (See Section G29).

By submitting a proposal, the bidder certifies agreement to comply with the terms and conditions listed in the eight 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 G29, pg. 78 and Section H, Attachment 5, pg. 119*).
- Ensure the confidentiality, integrity and availability (CIA) of NYS data.
- As applicable, implement the controls contained within the FedRAMP Cloud Computing Security Requirements baseline and FedRAMP Continuous Monitoring Requirements for moderate impact systems, and generally, substantially, and in good faith follow FedRAMP guidelines and security guidance, and where there are no procedural guides, the bidder shall use generally accepted industry best practices for IT security.
- Run a NYS Enterprise Information Security Office (EISO) approved security scan prior to the launch of any major changes to the *NYS-Ride* website or as required by GOER or the EISO. The security scan is expected to block any attempt to launch malicious code onto the website.
- Undergo a data classification in conjunction with GOER to identify the criticality of the data being collected and stored.
- Share third party audit reports with the State.
- Allow the State to verify implementation of recommendations resulting from the third party audits.
- In the event of a security breach, the selected contractor shall notify GOER, in writing, immediately following discovery of such breach. The selected contractor will provide identity theft and credit monitoring services to the affected participants for one year. The selected contractor 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) (*See section B.2.n, pg. 39*).

The disclosure of any information about GOER/LMC information technology, state employees or the State workforce that the selected contractor may have access to in the course of this engagement to any individual not employed by GOER/LMC is prohibited unless explicitly specified in the RFP. The selected contractor's personnel will be required to sign GOER's standard Non-Disclosure Agreement. Bidders are required to submit a protection and risk assessment plan for the management of confidential information. The protection and risk assessment plan is expected to

include technology- and non-technology-based approaches to managing the security of such confidential information. Bidders should 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.2.1.1 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) and provide their policy/description of how they analyze background check results will receive additional point(s).

B.2.1.2 System monitoring and intrusion detection.

B.2.1.3 Security reviews and audits, including third-party reviews, audits, and facility audits.

B.2.1.4 Use of security tools and standards (e.g., security software, encryption standards, etc.).

B.2.1.5 Maintaining and enhancing the bidder's information security environment and business practices.

The selected contractor is expected to provide emergency recovery plan for all data, records, forms, and data processing operations associated with *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.2.1.6 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.2.1.7 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 securely off premises.
- B.2.1.8 Redundant architectures; Class A data center; regular file back-ups; and continuous 24-hour monitoring.
- B.2.1.9 Ensure programs and operational procedures are duplicated with a copy stored off premises.
- B.2.1.10 Provide emergency recovery procedure training for all new personnel and refresher training at appropriate intervals for all other personnel.
- B.2.1.11 Provide procedures for designating back-up personnel to operate the system in the event of a disaster or unanticipated key personnel changes.
- B.2.1.12 Provide a description of systems and processes that the selected contractor will use to ensure the confidentiality, integrity and availability of state data if that data will be stored in a multi-tenant environment.

B.2.m Turnover Plan at the Conclusion or Termination of the Contract Resulting from this RFP

NYS shall retain unrestricted rights to state data. 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 selected contractor. Such a plan might be used at the end of the contract period or if 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 and seamless transition to a successor vendor. The selected contractor 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. GOER expects to have continued access to key personnel of the selected contractor from this RFP, access to online systems, and to receive data/reports and other information regarding the program after the conclusion or termination of the contract.

In the event that there is a turnover of *NYS-Ride* to a successor contractor, the contractor selected under this RFP will be expected to 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 the cost proposal for this RFP, the bidder is required to submit a turnover budget, for turnover costs over and above the cost per participant, that includes six months of costs, and 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 under Duties and Responsibilities directly below, which are not considered part of the rating criteria and, therefore, will not be evaluated by the Selection Committee.

Duties and Responsibilities

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

B.2.m.2 The selected contractor is expected to 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 The selected contractor is expected to help tailor the turnover plan to the requirements of a successor selected contractor should one be selected.

B.2.m.4 The selected contractor is expected to provide GOER and successor selected contractor with any required technical assistance and advice during the turnover period.

B.2.m.5 The selected contractor is expected to cooperate fully with GOER and any successor selected contractor during a turnover period to ensure the timely, smooth transfer of information necessary to administer the program.

B.2.m.6 The selected contractor is expected to 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 selected contractor including,

but not limited to, historical enrollee payroll deductions, historical enrollment information, as well as other data the successor contractor may request and GOER approves during implementation of the program.

As part of the turnover process, the current contractor is expected to transfer any unused *NYS-Ride* participant credits to the successor contractor. The current contractor's unused *NYS-Ride* participant credit report will provide a listing to the State and successor contractor of all unused credits available for each participant.

The current contractor will provide a listing of all elections that were pending for participants after the December month. This list of pending elections/orders is expected to be used by the successor contractor to transition employees' existing orders. For example, the current contractor will provide a listing of all orders that were pending for the January 2022 benefit month if the last benefit month is December 2021. The current contractor will provide test data files of pending elections with the successor contractor during the final testing phase in conformance with OSC's file format requirements. The current contractor will provide a final pending elections file to the successor contractor on a date mutually acceptable to the current and the successor contractors. The current contractor's report listing pending participant orders shall include the participant EMPLID, the type of order, the amount of the order, the name of the fare media and the corresponding transit agency.

The end date for smart cards (stored value cards) will be considered the last day that a participant can use any balance on their current card. After this date, a participant's Stored Value Card will be deactivated and any unspent balances will be transferred from the card and applied to the successor contractor's Stored Value Card option. If the successor contractor does not offer a commuter Stored Value Card option, the unspent balances will be converted to credits. These credits will then be transferred to the successor contractor, as outlined in the previous paragraph

- Completion of all such contractor-provided services associated with transit orders made before the end or termination date of the contract;
- Keeping dedicated phone and fax lines open with adequate available staffing, and transferring calls as appropriate to the successor contractor's phone lines;
- Development of a training plan on payroll processes and technical issues for successor selected contractor contractor's 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 selected contractor, 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 selected contractor's receipt of the required changes, the selected contractor will incorporate the 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 contractor will be responsible for transitioning the program in accordance with the approved turnover plan.

B.2.m.12 The selected contractor will delete all state data upon the direction of GOER at the end of the *NYS-Ride* contract term/transition.

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 and will not be negotiated. 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
Program Implementation	Program Implementation must begin on October 2, 2016	Up to \$10,000 for failure to meet the program implementation deadline and \$1,000 for everyday thereafter that program

RFP for Third Party Administration of the
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Deliverable	Performance Standard	Performance Penalty
		implementation does not take place.
Call center standards	<ul style="list-style-type: none"> • The telephone line, including the TDD line, will be operational and available to employees 12 hours per day, five (5) 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 Voice Response Unit (VRU) within seven (7) seconds. • At least 90% of incoming calls will be answered by a Customer Service Representative within an average of 30 seconds, calculated on an annual basis. The telephone response time shall be measured and reported to GOER monthly. • 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. 	Up to \$1,000 per 2% variance in each of the five areas.
Unscheduled Internet downtime	The website will be available 24 hours per day, seven (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	Up to \$1,000 for each 24 hours after the first 24 hours. The penalty will be waived if the service disruption is a

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Pre-Tax Transportation Program, *NYS-Ride*

Deliverable	Performance Standard	Performance Penalty
	commencement of service disruption.	result of a Force Majeure.
Website text updates including Homepage, HTML, and PDFs	Updates must be posted within five (5) business days, unless otherwise specified by GOER.	Up to \$500 for each business day after the first business day the selected contractor fails to meet the required deadline.
Maintaining payroll timetables and deadlines	The selected contractor will comply with OSC's timetables and deadlines 100% of the time (<i>See Attachment J.3 for a sample Enrollment Time Line</i>).	Up to \$5,000 for each payroll cycle where the selected contractor fails to meet OSC's timetables and deadlines, unless the failure is solely the fault of the State.
Employee Issues	The selected contractor will resolve 100% of employee issues within two (2) benefit months.	Up to \$500 per employee issue for each benefit month after the second benefit month the vendor fails to meet the deadline.
Prompt delivery of fare media	Fare media will be available to 100% of participants so that participants' use can begin on the first of each month.	Up to \$1,000 for each monthly occurrence in which the selected contractor fails to meet the deadline.
Customer Service	<ul style="list-style-type: none"> • 90% Participant Satisfaction based on Annual Participation Satisfaction Survey. • Return 100% of calls and answer 100% of emails within one (1) business day. • Resolve 99% of routine problems, such as enrollment, changes, cancellations, missed deductions, undelivered fare media, within five (5) working days. 	Up to \$1,000 per 2% variance in each of the three areas, measured on an annual basis.
Security Breach	<ul style="list-style-type: none"> • The selected contractor will comply with the Information Security and Emergency Procedures Section B.2.1 of this RFP 100% of the time. 	Up to \$2,000 for each security breach event.

B.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 contractor is expected to customize any and all documents for the *NYS-Ride* program. Bidders are expected to provide samples of the following from their current book of business:

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

C. CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and 5 NYCRR 140-145, GOER recognizes its obligation under the law to promote opportunities for maximum feasible participation of Certified Minority and Women-Owned Business Enterprises and the employment of minority group members and women in the performance of GOER contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and Women-Owned Business Enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority- and Women-Owned Business Enterprises in state procurement contracting versus the number of minority and Women-Owned Business Enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide Certified Minority and Women-Owned Business Enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that GOER establishes goals for maximum feasible participation of New York State Certified Minority and Women-Owned Business Enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, GOER hereby establishes an overall goal of 10% for MWBE participation, 5% for Minority-Owned Business Enterprises ("MBE") participation and 5% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that GOER may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at <https://ny.newnycontracts.com>.

For guidance on how GOER will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

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

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

By submitting a bid or proposal, a bidder on the Contract ("Bidder") agrees to submit the following documents and information as evidence of compliance with the foregoing:

1. Bidders are required to submit a Contractor's MWBE Utilization Plan on GOER Form # ADM-145 with their bid or proposal. The Contractor's MWBE Utilization Plan, GOER Form # ADM-145, is available at <http://goer.ny.gov/vendor-info/index.cfm>. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to GOER.
2. GOER will review the submitted Contractor's MWBE Utilization Plan and advise the Bidder of GOER's acceptance or issue a notice of deficiency within 30 days of receipt.
3. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to GOER, Division for Administration, 2 Empire State Plaza, Albany, NY - phone 518-473-3755 and fax 518-473-6725, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by GOER to be inadequate, GOER shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on GOER Form # ADM-149. The MWBE Waiver Request GOER Form # ADM-149 is available at <http://goer.ny.gov/vendor-info/index.cfm>.
4. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
5. GOER may disqualify a Bidder as being non-responsive under the following circumstances:
 - a) If a Bidder fails to submit a MWBE Utilization Plan;
 - b) If a Bidder fails to submit a written remedy to a notice of deficiency;

- c) If a Bidder fails to submit a request for waiver; or
- d) If GOER determines that the Bidder has failed to document good faith efforts.

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

Contractors are required to submit a Contractor's MWBE Quarterly Payment Report, GOER Form # ADM-146, to Mary Caldwell, Family Benefits Program, 10B Airline Drive, Albany, New York 12235-0001, phone: (518) 473-8091, fax: (518) 473-3581, or email mary.caldwell@goer.ny.gov by the 10th calendar day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract. GOER Form # ADM-146 is available at <http://goer.ny.gov/Forms/index.cfm>.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid or proposal an Equal Employment Opportunity Staffing Plan on GOER Form # ADM-311, identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit an Equal Employment Opportunity Workforce Employment Utilization Report on GOER Form # ADM-314, identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant

for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Contractor shall submit an EEO policy statement to GOER within seventy two (72) hours after the date of the notice by GOER to award the Contract to the Contractor.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, GOER may provide the Contractor or Subcontractor a model statement on Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement on GOER Form # ADM-315, available at <http://goer.ny.gov/vendor-info/index.cfm>.
4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on

the basis of race, creed, color, national origin, sex, age, disability or marital status and that such employment agency, union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section C, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

- C. Equal Employment Opportunity Staffing Plan - GOER Form # ADM-311, available at <http://goer.ny.gov/vendor-info/index.cfm>.

To ensure compliance with this Section, the Contractor shall submit an Equal Employment Opportunity Staffing Plan on GOER Form # ADM-311, to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

- D. Workforce Employment Utilization Report ("Workforce Report") - GOER Form # ADM-314, available at <http://goer.ny.gov/Forms/index.cfm>.

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to GOER of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

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

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

D. 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 RFP includes and imposes certain restrictions on communications between a Governmental Entity and a prospective bidder/contractor during the procurement process.

From September 25, 2014, 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 RFP 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 provisions of statute. Certain findings of non-responsibility can result in rejection of a contract award and in the event of two findings within a four-year period, the prospective bidder/contractor is debarred from obtaining governmental Procurement Contracts. Prospective bidders/contractors are directed to (Attachment 1), to read the full policy and guidelines.

2. Bidders’ Questions Concerning this RFP

Bidders may submit typed questions via electronic mail to Mary.Caldwell@goer.ny.gov and Heidi.Langley@goer.ny.gov, fax to Mary Caldwell at (518) 473-3581, or by mail to the address provided below. Questions regarding the RFP will be accepted until 5:00 PM July 14, 2015. No telephone inquiries will be accepted. Answers to all questions received by this date will be posted on the Agency website at <http://goer.ny.gov/vendor-info/index.cfm> no later than August 5, 2015. Prospective bidders may obtain a hard copy of the questions and answers upon request.

Mary Caldwell
Governor’s Office of Employee Relations
Work-Life Services/Family Benefits Program
10B Airline Drive
Albany, NY 12235

If a bidder discovers what they believe to be an error in this RFP, immediately notify Heidi Langley and Mary Caldwell via e-mail at Heidi.Langley@goer.ny.gov and Mary.Caldwell@goer.ny.gov, of such error and request clarification or modification to the document. Any such notice shall be

given prior to the proposal submission deadline. GOER shall make RFP modifications by addenda, provided that such modifications would not materially benefit or disadvantage any particular vendor.

If a bidder fails, prior to the proposal submission deadline, to notify GOER of a known error or an error that reasonably should have been known, the bidder shall assume the risk. If awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its late correction.

3. Notice of Intent to Bid - GOER Form # ADM-103

Organizations intending to submit a response to this RFP should transmit a written reply indicating such intent no later than August 5, 2015. Instructions for transmitting this reply are included in the Notice of Intent to Bid, GOER Form # ADM-103, which is located at <http://goer.ny.gov/vendor-info/index.cfm>.

4. Proposal Due Date

Proposals are due no later than 4:00 PM ET, September 2, 2015. 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. mail, Federal Express, UPS, courier, etc.).

5. Proposal Mailing Instructions

The delivery/ mailing address is:

Mary Caldwell
Governor's Office of Employee Relations
Work-Life Services/Family Benefits Program
10B Airline Drive
Albany, NY 12235
(518) 473-6797

- Bidders should submit five (5) 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 should submit three (3) 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 the Pre-Tax Transportation Program, <i>NYS-Ride</i> Technical Proposal Mailing Label Box _____ of _____
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- Faxed proposals will not be accepted.
- Hand-written proposals will not be accepted.

6. Submission of Proposals

All certifications 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	July 1, 2015
Written Questions Due	July 14, 2015
Response to Written Questions	August 5, 2015
Deadline to Submit Notice of Intent to Bid	August 5, 2015
Proposal Due Date	September 2, 2015
Selection Review Begins	September 14, 2015
Project/Contract Start Date	March 15, 2016

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.

E. PROPOSAL REQUIREMENTS

1. Format and Content

a. Technical Proposal and Cost Proposal

For the purposes of evaluation, each proposal must be submitted in two (2) parts. Part I consists of the “Technical Proposal”. Part II consists of 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. Cost information is **not** to be included in Part I. Both parts must be **sealed separately and clearly labeled (see example in Section D.5, pp. 48-49)**.

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 should be completed in ink or machine produced and on CD ROM. Proposals should have one inch margins, be three hole punched, and in a three ring binder, single spaced, organized in the sequence described below using the same section heading, subheadings, and number system as in the RFP and include 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, all of the following are to be included. 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 should submit five (5) copies of each Technical Proposal and one (1) copy on CD-ROM, in Microsoft Word Format.

a. Summary of Services Being Bid

The summary must:

- Certify the bidder’s ability to meet the Mandatory Requirements listed in the chart in F.1 (pp. 58-60). 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/purposes of the RFP.
- Highlight significant features of the proposal.
- Include a brief description of any 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 clients for whom they have provided pre-tax transportation services, specifying which clients had multi-sites, geographically diverse 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, and multi-site employers. Bidders are expected to provide evidence of such experience.

Provide six (6) references with whom the bidder has worked within the past five (5) years and who can attest to the bidder's qualifications, by listing the organization name, address, contact person, and telephone number. Three (3) of the references should be from current clients and three (3) of the references should be from past clients. If the bidder has fewer than three (3) former clients, it should be noted in the proposal and the bidder should supplement the difference with additional references from current clients. These six (6) references should reflect the desired bidder expertise as indicated above and 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.

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.

d. Bidder Expertise and Philosophy

The bidder demonstrates relevant experience and expertise, as a Third Party Administrator along with a philosophy and processes congruent with excellence in service and formal recognition for industry leadership. The bidder describes factors that make its organization especially qualified to provide the service accomplishments.

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

In the chart below, include the number (Full Time Equivalent or FTE) of professional and support personnel to be assigned to each major deliverable. In addition, describe the qualifications and expertise of key personnel, including subcontractor(s) personnel or business partner(s), who will be assigned to the project.

Deliverable	FTE's to be assigned
Program Implementation	
Employee Enrollment	
Payroll Interface	
Account Management	
Benefit Distribution	
Customer Service	
Communications and Marketing	
Reporting	
Website Hosting and Maintenance	
Compliance	
Information Security and Security Procedures	
Turnover Plan	

f. Experience with Similar Employers

Describe your organization's experience performing similar services for other large and diverse public employers.

g. Performance Standards

Submit your performance standard guarantees and affirm your ability to meet the specified performance standards as stated in Section B.2.n of this RFP.

h. Timetable (Workplan)

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

i. 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. Provide proof of certification for NYS Certified MWBEs included in the contractor's MWBE Utilization Plan.

j. Samples

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

k. Required Forms

- i) Application for Competitively Bid Contract –
GOER Form # ADM-28
Bidders are required to complete GOER Form # ADM-28, Application for Competitively Bid Contract, which 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" (Attachment 2). Therefore, an official authorized to commit the company to a contract must sign this form.

GOER Form # ADM-28 is located at
<http://goer.ny.gov/vendor-info/index.cfm>.

ii) Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. GOER recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System instructions available at

http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

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

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact GOER or the Office of the State Comptroller's Help Desk for a copy of the paper form. The questionnaire is also available at <http://goer.ny.gov/vendor-info/index.cfm>.

Bidders should acknowledge either online or paper filing of the Vendor Responsibility Questionnaire as part of their Application for Competitively Bid Contract, GOER Form # ADM-28 – question #11.

iii) Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors – Contractor Certification Form, ST-220-TD and Contractor Certification to a Covered Agency Form, ST-220-CA. Bidders are required to complete and submit directly to the New York State Department of Taxation and Finance (DTF), 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.

Bidders are required to complete and submit to GOER the Contractor Certification to a Covered Agency Form, ST-220-CA, certifying that the contractor filed the ST-220-TD with DTF. Failure to

make either of these filings may render a bidder 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 DTF Website at www.tax.ny.gov and are also available at <http://goer.ny.gov/vendor-info/index.cfm>.

- iv) Non-Collusive Bidding Certificate Required by Section 139-d of the State Finance Law - GOER Form # ADM-320

Bidders are required to complete the Non-Collusive Bidding Certification, GOER Form # ADM-320, located at <http://goer.ny.gov/vendor-info/index.cfm>.

Refer to Appendix A – Standard Clauses for NYS Contracts which is attached to the RFP as (Attachment 2), for additional information concerning this requirement.

- v) Nondiscrimination in Employment in Northern Ireland: Macbride Fair Employment Principles Certification - GOER Form # ADM-321

Bidders are required to complete the Nondiscrimination in Employment in Northern Ireland: Macbride Fair Employment Principles Certification, GOER Form # ADM-321, located at <http://goer.ny.gov/vendor-info/index.cfm>. Refer to Appendix A – Standard Clauses for NYS Contracts, which is attached to the RFP as (Attachment 2), for additional information concerning this requirement.

- vi) Confidentiality and Nondisclosure Agreement - GOER Form # ADM-319

Bidders are required to complete the Confidentiality and Nondisclosure Agreement, GOER Form # ADM-319, located at <http://goer.ny.gov/vendor-info/index.cfm>.

- vii) Contractor's MWBE Utilization Plan - GOER Form # ADM-145

Bidders are required to complete the Contractor's MWBE Utilization Plan, GOER Form # ADM-145 located at <http://goer.ny.gov/vendor-info/index.cfm>. Refer to Section C –

Minority and Women Business Enterprise and Equal Employment Opportunity for additional information concerning this requirement.

viii) Equal Employment Opportunity Staffing Plan - GOER Form # ADM-311

Bidders are required to complete the Equal Employment Opportunity Staffing Plan, GOER Form # ADM-311, for the anticipated work force to be utilized on the contract. The form is located at <http://goer.ny.gov/vendor-info/index.cfm>.

ix) MWBE and EEO Policy Statement - GOER Form # ADM-315

Bidders are required to provide a MWBE and EEO Policy Statement. If Bidder does not have an existing EEO policy statement, they may provide GOER's MWBE and EEO Policy Statement, GOER Form # ADM-315, available at <http://goer.ny.gov/vendor-info/index.cfm>.

3. Cost Proposal

The Cost Proposal must be submitted separate from the Technical Proposal. Submit a separate, clearly labeled Cost Proposal, for example:

<p>Third Party Administration of the Pre-Tax Transportation Program, <i>NYS-Ride</i> Cost Proposal Mailing Label</p> <p>Box _____ of _____</p>

Bidders must submit a detailed description of proposed costs for the project using the Budget Worksheets located at <http://goer.ny.gov/vendor-info/index.cfm>. Budgeted costs must be broken out by personnel, other than personnel, maintenance, travel, subcontractors, materials, etc. Totals from the Budget Worksheet(s) must be transferred to the Budget Summary form located at <http://goer.ny.gov/vendor-info/index.cfm>. Reasonable travel expenses will be reimbursed for costs actually incurred at rates established for New York State employees as described in GOER's Travel and Lodging Reimbursement Policy for Consultants (Attachment 4).

Three (3) copies of the Cost Proposal and one (1) copy on CD-ROM in Microsoft Excel format must be submitted separately from the Technical Proposal and clearly marked Cost Proposal. The required Budget Form and Supplemental Worksheet must be used and are located at www.goer.ny.gov/vendor-info/index.cfm and are included in Section H of this RFP. If the bidder has additional costs that do not fall under the major headings, include those costs, without exception, either in “other” or indirect costs”.

GOER recognizes that the selected contractor 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 to meet OSC’s specifications, and build enrollment systems, among other activities. The Budget Form includes a line for one-time startup costs for up to 6 months to be charged in the first year of the contract.

Bidders must submit budgets for five (5) years using the required Budget Form and Supplemental Worksheet. GOER anticipates a 5-year contract. For every service included in the Technical Proposal, a clear cost should be specified in the Cost Proposal (no blanks are allowed). Bidders should take particular note of the Supplemental Worksheet pertaining to Communications and Marketing. While bidders are requested to include printing and mailing costs in their Cost Proposal for specified quantities of printed materials, GOER reserves the right to negotiate a reduced cost paid per participant based on the savings from reduced printing and mailing costs as identified in the selected vendor’s Cost Proposal. Bidders are reminded that the MWBE requirements of this RFP, remain in force regardless of any reduction in printing and mailing costs.

F. REVIEW OF SELECTION PROCESS

Members of the Selection Committee will independently review each proposal received by the submission deadline. The Selection Committee will be comprised of representatives of the GOER staff 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.

Screening criteria includes the following:

Screening Criteria	
Submission Requirements	
Five (5) hard copies of the completed Technical Proposal and one (1) copy on CD ROM in Microsoft Word format submitted by the September 2, 2015 deadline.	
Three (3) hard copies of the completed Cost Proposal and (1) one copy on CD ROM in Microsoft Word format in a separate sealed envelope and submitted by the September 2, 2015 deadline.	
Application for Competitively Bid Contract GOER Form # ADM-28 with original signature.	
Vendor Responsibility Questionnaire (hard copy or electronic filing).	
Contractor Certification to a Covered Agency Form, ST-220-CA	
Non-Collusive Bidding Certificate Required by Section 139-D of the State Finance Law GOER Form # ADM 320	
Nondiscrimination in Employment in Northern Ireland: Macbride Fair Employment Principles Certification GOER Form # ADM 321	
Confidentiality and Non-Disclosure Agreement with original signature, GOER Form # ADM 319	
Contractor's MWBE Utilization Plan, GOER Form # ADM 145	
Equal Employment Opportunity Staffing Plan, GOER Form # ADM 311	
Six (6) references with contact information	
A list of clients whom the bidder has provided pre-tax transportation services, specifying which clients had multi-site, geographically	

RFP for Third Party Administration of the
Pre-Tax Transportation Program, *NYS-Ride*

diverse employee populations, and had at least 75,000 employees and the length of time services were provided.	
Mandatory Program Requirements	
The bidder must have a minimum of eight (8) years' experience and expertise in the administration of Section 132(f) pre-tax transportation programs as defined by the Internal Revenue Code.	
The bidder must have a minimum of eight (8) years' experience providing third party administration services to large (minimum of 75,000 employees), multi-site employers with a geographically diverse 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 authorization to take or adjust payroll deductions from employees who enroll, change or terminate their participation in <i>NYS-Ride</i> by telephone, rather than self-service through the <i>NYS-Ride</i> website.	
For the term of the contract, the selected contractor must assign an account manager to oversee all matters arising in the administration and management of <i>NYS-Ride</i> . 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 <i>NYS-Ride</i> . 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 contractor, as a condition of the contract resulting from this RFP, must provide GOER with an irrevocable Standby Letter of Credit (SLOC) that must be maintained in force and effect with GOER as required in Section G.2, pp. 64-65 of this RFP. Each bidder's proposal must include a statement that it is committed to providing the required SLOC and a statement as to how it will be provided. This statement must confirm the selected contractor as the applicant and be accompanied by a written commitment from a financial institution to provide GOER with the SLOC no later than 30 business days after notification from GOER that the contract has been approved by the Office of the State Comptroller (OSC) or September 1, 2016, whichever date is later. The SLOC must be irrevocably maintained for the duration of the contract. The applicant for the SLOC cannot be a subcontractor.	

The bidder must guarantee its ability to meet the payroll interface requirements with OSC, as defined by Section B.2.d, Payroll Interface.	
The bidder must be able to accept, transmit, and report all nine digit alpha/numeric characters of the Employee ID (EMPLID) number via SFTP.	
The bidder must guarantee that the customer service operations that serve <i>NYS-Ride</i> and its participants or eligible employees will not be subcontracted to a company or operation (including business partners) located outside of the United States. Additionally, the data collected may not be transmitted outside the United States.	
The bidder must guarantee that the information technology operations that serve <i>NYS-Ride</i> and its participants or eligible employees will not be subcontracted to a company or operation (including business partners) located outside of the United States. Additionally, the data collected may not be transmitted outside the United States.	
The bidder must guarantee its ability to mail fare media directly to employees.	
The bidder must agree to use NYS Certified Minority and Women-Owned Business Enterprises (MWBE) to purchase consumable supplies such as ink cartridges, computers, printers, paper, etc., and also website design services, and graphic design services as required in Section C, pp. 41-46 of this RFP.	
The bidder will provide GOER with read-only real-time online access to <i>NYS-Ride</i> participants' accounts to view their case history, including but not limited to enrollment status, actual biweekly pre- and post-tax payroll deductions, and customer service call records.	
The bidder must comply with all the information security, and if applicable, cloud computing requirements set forth in this RFP.	
<i>If</i> cloud based services are a component of the selected contractor's proposed solution, the selected contractor must demonstrate that its systems and processes meet or exceed FedRAMP, federal and NY state standards, including FedRAMP Cloud Computing Security Requirements baseline and FedRAMP Continuous Monitoring Requirements for moderate impact systems.	

As part of the initial screening process, four (4) 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 the bidder's flexibility. Reference checks will be scored on a pass or fail basis. Bidders must pass three reference checks in order for their bids to be further reviewed and rated.

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. Cost evaluation will be done separately.

The individual rankings will be compiled by the Selection Committee to determine the highest ranked bid. The scores from the technical evaluation and the cost evaluation will be combined.

The highest possible total score is 1,244. The Technical component is worth 995 points (80% of Total Score) and the Cost Component is worth 249 points (20% of Total Score). In computing points, numbers will be rounded to the nearest whole integer. Bidders must achieve a minimum threshold of 54% (537 minimum allowable score) of the highest possible technical raw score in order to be considered a qualified bidder. Below is a chart showing the total number of points for each section.

Rating Section	Total Possible Points
A. Mandatory Requirements – not rated	0
B. Program Implementation	60
C. Employee Enrollment	90
D. Payroll Interface	150
E. Account Management	20
F. Benefit Distribution	140
G. Customer Service	110
H. Communications and Marketing	20
I. Reporting	100
J. Website Hosting and Maintenance	120
K. Compliance – not rated	0
L. Information Security and Emergency Procedures	120
M. Turnover Plan – not rated	0
N. Performance Standards and Penalties – not rated	0
O. Samples	10
P. Bidder Expertise and Philosophy	10
Q. Staff Expertise	10
R. Experience with Similar Employers	10
S. Timetable (Workplan)	10
T. Subcontracting	5
Total Score for Technical Criteria	985

3. Method of Selection

The individual rankings will be compiled by the Committee to determine the highest ranked bid. The score from the technical evaluation and the cost evaluation will be combined. The proposal that receives the highest combined score of technical and cost, while meeting the minimum specifications will be awarded the contract.

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 are expected to be well reasoned, detailed, well organized, clearly written, and complete.
- b. **Bidder Expertise and Philosophy:** The bidder should demonstrate relevant experience and expertise as a Third Party Administrator, along with a philosophy and processes congruent with excellence in service and any formal recognition for industry accomplishments.
- 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. **Timetable:** The bidder's detailed plan to meet GOER's requirement that all processes are tested and successfully in place to begin full third party administration on October 2, 2016.
- e. **Subcontracting:** The subcontracting plan should be fully detailed and described, must include any business partners and identify all NYS Certified MWBEs that will be utilized. Bidders are expected to deliver seamless service, whether subcontracting or not.
- f. **Experience with Similar Employers:** The bidder's previous or current experience with other public employers; large, multi-site employers; and unionized employee populations will be taken into consideration for rating purposes.
- g. **Performance Standards:** Bidders should demonstrate their ability to meet the performance standards as required by the RFP.

- h. Samples: Samples will be carefully reviewed and rated as a demonstration of the bidder's potential responsiveness to State employees' needs and bidder's ability to customize.
- i. Oral Presentation: The State, at its discretion, may elect to have bidders provide oral presentations 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. All bidders deemed by the State as eligible to receive an award will be given the opportunity to provide such oral presentations. Bidders will receive prior instructions regarding what part(s) of their proposal requires clarification. 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 form and supplemental worksheet will be reviewed and rated separately from the technical proposal. The cost portion of the bidders' proposal will be evaluated separately with the lowest bid receiving the highest score, and the highest bid being given the lowest points. Submission in a separate, sealed envelope is required (see Section E). 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 successful bidder of our intent to award a contract by mailing a "Letter of Intent." Once the successful bidder 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 a letter of intent is issued, unsuccessful bidders 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 30 calendar days from date of award announcement.

G. CONTRACT INFORMATION FOR SUCCESSFUL BIDDERS

1. Contract Award

A Contract defining 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 contractor must deliver a fully-executed SLOC, in the full aggregate amount set forth below, to GOER by September 1, 2016 or 30 business days after notification from GOER that the contract has been approved by OSC, whichever date is later. The current Standby Letter Of Credit (SLOC) value is \$2,200,000. If the vendor fails to deliver the SLOC by the date above, the failure will constitute a breach of contract and the contract will be terminated for cause unless GOER grants an extension of time to deliver the SLOC based upon extenuating circumstances. The right to grant an extension shall be within the sole discretion of GOER. However, GOER also retains the right to deny a request for an extension and immediately terminate the contract. In no instance shall any granted extension exceed the Program Implementation date.

The selected contractor must maintain the SLOC in the full aggregate amount set forth below until completion of the contract term. Any failure to maintain the SLOC shall constitute a breach of contract. GOER will not excuse the failure to maintain the SLOC under any circumstances and the contract shall be terminated.

The issuing financial institution is required to provide the State with a written notice of any failure of the 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 shall 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 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 vendor at all times during the SLOC Term in an aggregate amount equal to two (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 vendor to the full aggregate amount within five (5) business days of any individual draws against the SLOC. Failure of the 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 contractor 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) – Attachment 2

The terms of Appendix A, Standard Clauses for New York State Contracts, attached hereto, are hereby incorporated into 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 Contractor's Planned Employment, Form A, 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 Contractor's Annual Employment Report, Form B, for each state fiscal year included in the resulting Contract. This report must be submitted annually by May 15 to the GOER, the Office of the State Comptroller, and Department of Civil Service.

Form A and Form B are located at <http://goer.ny.gov/vendor-info/index.cfm>.

5. Proof of Compliance

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 **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 NYS 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.ny.gov> 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.ny.gov> 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 upon 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) 462-8882 or (866) 298-7830. The above forms are available at: <http://www.wcb.ny.gov> 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, brochures, reports, discussions and/or presentations at conferences 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. This provision shall survive the termination, suspension, cancellation or expiration of the Contract.

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 up to six (6) months prior to October 2, 2016 and end on December 31, 2022.

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.

9. Service Delivery Location

During the term of the original Contract, GOER will request the selected consultant(s) to deliver services as needed. Services resulting from this RFP may be delivered in any location throughout the State and selected consultants will need to identify geographic limitations to service delivery.

10. Consultant/Instructor Substitutions

Recognizing that the consultant 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://goer.ny.gov/vendor-info/index.cfm>. Once the subcontractor meets the requirements and is determined to be a responsible subcontractor, the subcontractor may provide services for the Contractor.

11. Cancellation

Cancellation for Convenience: GOER retains the right to cancel the Contract 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 Provisions

- 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 Department of Taxation and Finance 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 non-responsibility 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.

- c. Any Contractor who willfully and intentionally fails to comply with the MWBE participation requirements as set forth in this Contract shall be liable to GOER for liquidated or other damages, as otherwise specified in the Contract, and shall provide for other appropriate remedies on account of such breach. Damages shall include, but not be limited to, actual costs incurred by GOER related to GOER expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified MWBE programmatic goals and Affirmative Action and Equal Opportunity compliance, actual costs to reprocure, and any additional funds GOER expends on the subsequently reprocured contract.
- d. Contractor Responsibility -The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Director of GOER or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
 - i. Suspension of Work (for Non-Responsibility) - The Director of GOER or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Director of the GOER or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
 - ii) Termination (for Non-Responsibility) - Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate GOER officials or staff, the Contract may be terminated by the Director of GOER or his or her designee at the Contractor's expense where the Contractor is determined by the Director of GOER or his or her designee to be non-responsible. In such event, the Director of GOER or his or her designee may complete the contractual requirements in any manner he or she may deem

advisable and pursue available legal or equitable remedies for breach.

14. Minority and Women-Owned Business Enterprise (MWBE)

This section relates to the utilization of New York State Certified Minority and Women- Owned Business (MWBE) enterprises and the successful bidder.

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

Contractors are required to submit a Contractor's MWBE Quarterly Payment Report, GOER Form # ADM-146, to Mary Caldwell, Work-Life Services/Family Benefits Program, 10B Airline Drive, Albany, New York 12235, Phone (518) 473-6797, Fax (518) 473-3581, by the 10th calendar day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

- a. Compliance reports shall be submitted by the Contractor for which a utilization plan was required and approved by GOER.
- b. Contractor compliance reports shall be filed quarterly.
- c. A Contractor compliance report shall include, but not be limited to the following information:
 - the name, address and telephone number of each Certified Minority or woman-owned business enterprise the Contractor is using or intends to use to comply with the utilization plan;
 - a brief description of the Contract scope of work to be performed for the Contractor by each Certified Minority or woman-owned business enterprise and the scheduled dates for performance;
 - a statement of whether the Contractor has a written agreement with each Certified Minority or woman-owned business enterprise, and if requested, copies of such agreements, the Contractor is using or intends to use;
 - the actual total cost of the Contract scope of work to be performed by each Certified Minority or woman-owned business enterprise for the Contract; and

- the actual amounts of any payments made by the Contractor to each Certified Minority or woman-owned business enterprise as of the date the compliance report was submitted.

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 a 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 bidder(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/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. Notices

- a. All notices permitted or required under the Contract shall be in writing and shall be transmitted either:
 - via certified or registered United States mail, return receipt requested;
 - by facsimile transmission;
 - by personal delivery;
 - by expedited delivery service; or
 - by 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 Contract 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 purpose of receiving notices under this Contract. 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.

20. 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 epayments@osc.state.ny.us, or by telephone at (855) 233-8363. 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.

21. Non-Discrimination/Americans with Disabilities Act (ADA)/NYS Human Rights Law (HRL)

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 programs or activities. A reasonable accommodation will be provided on request, where required by law.

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 ADA and/or the HRL.

22. 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.

23. 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 successful bidder permission to use any materials produced, either in whole or in part, as a result of a Contract between a successful bidder 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.

24. 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 successful bidder 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.

25. 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 successful bidder and the proposals of non-successful bidders 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 successful bidder's contract which "are trade secrets or are 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.

26. 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.

27. 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 Director in the performance of the Contract for which non-performance, by exercise of reasonable diligence, cannot be prevented. The Contractor shall provide the Director with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor the Director 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 Director 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.

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

Any web-based intranet and internet information 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 of 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-S08-005, as determined by quality assurance testing.

GOER will work with the successful bidder to provide an understanding of accessibility requirements. In addition, the website will require GOER's prior final approval.

29. Security, Confidentiality, and Non-Disclosure

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: <https://www.its.ny.gov/policy/Cyber-Security-Policy-P03-002-V3.4.pdf> and New York State Cyber Security Standard S05-001, as amended from time to time, or their successors. Applicable policies may be found at: <http://www.its.ny.gov/tables/technologypolicyindex.htm/security>. 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.

30. 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 therein 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.

31. Information and Security Breach and Notification Act

In accordance with the Information 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 the 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> and
<http://www.dhses.ny.gov/ocs/breach-notification>. Please note: NYS policy supersedes the policy of the organization or state of the hosting party.

**H. SUMMARY OF FORMS REQUIRED WITH PROPOSAL AND
CONTRACT ATTACHMENTS**

Below is a table summarizing the documents 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://goer.ny.gov/vendor-info/index.cfm>.

Document Name	Required with Proposal	Required with Contract
Intent to Bid, GOER Form # ADM-103	No. The ADM-103 is required earlier. It should be submitted by the date stated in the RFP. <i>(August 5, 2015)</i>	
Application for Competitively Bid Contract, GOER Form # ADM-28 with original signature	√	
Vendor Responsibility Questionnaire	√ Hardcopy must be submitted with proposal or if filed via the VendRep System, must be electronically filed by proposal due date. <i>(September 2, 2015)</i> .	
Contractor Certification Form, ST-220-TD	No. Send directly to NYS Department of Taxation and Finance by proposal due date. <i>(September 2, 2015)</i> .	
Contractor Certification to a Covered Agency Form, ST-220-CA	√	
Budget Form and Supplemental Worksheet	√	
Nondiscrimination in Employment in Northern Ireland Certification: Macbride Fair Employment Principles, GOER Form # ADM-321	√	
Non-Collusive Bidding Certificate Required by Section 139-d of the State Finance Law, GOER Form # ADM-320	√	
Confidentiality and Nondisclosure Agreement, GOER Form # ADM-319	If applicable	

RFP for Third Party Administration of the
Pre-Tax Transportation Program, *NYS-Ride*

Document Name	Required with Proposal	Required with Contract
Contractor's MWBE Utilization Plan, GOER Form # ADM-145	√	
Contractor's MWBE Quarterly Payment Report, GOER Form # ADM-146		√
MWBE Waiver Request Form, GOER Form # ADM-149	If applicable	
Equal Employment Opportunity Staffing Plan, GOER FORM # ADM-311	√	
Workforce Employment Utilization Report, GOER Form # ADM-314		√
MWBE/EEO Policy Statement, GOER Form # ADM-315	√	
Form A		√
Form B		No. Form B is due on May 15 following the end of the fiscal year.
Proof of Workers' Compensation coverage and Disability Benefits Insurance and/or Attestation of Exemption(s)		√
Certificate of Liability Insurance Naming State of New York as an Additional Insured		√

Policy and Guidelines for Implementing the NYS Procurement Lobbying Law

I. Overview

Chapter 1 of the Laws of 2005 (the “Law”), which amended the Legislative Law (the “Lobbying Act”) and the State Finance Law, was enacted on August 23, 2005 by Governor George E. Pataki. The Law regulates attempts to influence state and local Governmental Entity procurement contracts in order to increase transparency and accountability in New York State’s procurement process. The Law was subsequently modified in 2005, 2006, 2007, 2009 and 2010.

Generally, the Law:

- Makes the Lobbying Act 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 the persons who may be contacted relative to the governmental procurement by that entity in a restricted period;
- Authorizes the New York State Joint Commission on Public Ethics (JCOPE) (f/n/a the NYS Commission on Public Integrity) 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 the 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 JCOPE to provide that opinions of JCOPE 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.

Primarily, the Law regulates two related aspects of procurements: (i) activities by the business and lobbying community seeking procurement contracts (through

amendments to the Legislative Law) and (ii) activities involving governmental entities 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 its own procurement activities, 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 Sections 139-j and 139-k. Communications at this stage, however, are governed by the provisions set forth in State Finance Law Sections 163 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 an Offerer. 0RFIs 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 this policy apply to sole source and single source contracts, in addition to competitive procurements. Amendments authorized 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 Offerers with regard to a procurement opportunity or contract. This period ends with the final procurement decision or contract award and, if applicable, 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 written bid, proposal or response to a solicitation intending to result in a procurement contract;
- Submission of written questions by a method set forth in the solicitation when all written questions and responses are to be provided to all Offerers who have expressed an interest in the solicitation;
- Participation in a conference, demonstration or other means for exchange of information in a setting open to all potential bidders provided for in the solicitation;
- Complaints by an Offerer to office of general counsel of the procuring agency where the designated person for the procurement contract of the agency fails to respond in a timely manner, provided that such written complaints become part of the procurement record;
- Negotiations with the agency after a tentative award;
- Debriefings about a procurement contract award;
- Protests, appeals or other review proceedings to the agency conducting the Governmental Procurement seeking a final administrative determination or in a subsequent judicial proceeding;
- Complaints of alleged improper conduct in a Governmental Procurement to the attorney general, inspector general, district attorney or court of competent jurisdiction;
- Protests, appeals or complaints to the State Comptroller during the process of contract approval provided that the State Comptroller makes a record of such communications and any responses thereto to keep in the procurement record;
- Communications between Offerers and the agency that solely address a responsibility determination of the Offerer being made by the agency;

- Communications relating to a Governmental Procurement made by certain preferred source providers except for communications which attempt to influence the issuance or terms of the specifications that serve as the basis for bid documents, requests for proposals, invitations for bids, or solicitations of proposals, or any other method for soliciting a response from Offerers intending to result in a procurement contract with the agency; and
- Communications from the agency exercising an oversight role in a Governmental Procurement with Offerers regarding the status of the review, oversight or approval of that Governmental Procurement.

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 a 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
- Occupation
- Record whether the person/organization making the 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 Section 139-k.

This agency is precluded from awarding a 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 an award is necessary to protect public property or public health or safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. An Article of Procurement is defined as a commodity, service, technology, public work, construction, revenue contract, purchase, sale or lease of real property or an acquisition or granting of other interest in real property, that is the subject of a Governmental Procurement.

Furthermore, if an Offerer has a second knowing and willful violation within four years of 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, currently six (6) years after the expiration of the related contract, or final payment, whichever is later.

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.

If an Offerer is found to have engaged in impermissible contacts with this agency, the Offerer will be denied a contract under this policy. However, this denial does not preclude the agency from awarding such Offerer another procurement contract if this non-responsibility determination is the first such determination against the Offerer 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 shall immediately investigate the allegation and if sufficient cause exists to believe that the allegation is true, the Ethics Officer shall give the Offerer reasonable notice that the investigation is ongoing and an opportunity to be heard. The 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 DFA Contract Manager in GOER's Administration Unit at 518-473-3755.

APPENDIX A

**STANDARD CLAUSES FOR NEW YORK STATE
CONTRACTS**

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

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

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

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

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

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

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

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

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

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

**GOER/LMC
COPYRIGHT POLICY**

Last Revised: January 2015

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 THE 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;
- to perform the copyrighted work publicly by means of a digital audio transmission in the case of sound recordings.

IT IS ILLEGAL FOR ANYONE TO VIOLATE ANY OF THE RIGHTS PROVIDED BY THE COPYRIGHT LAW TO THE OWNER OF THE 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, sound recordings and architectural works.

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.

Publishing, also referred to as 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 works and works made for hire, and publication with notice puts the public on notice that the work is protected by copyright. Publication, and therefore publishing, 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 of itself 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 entirely of 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 70 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 70 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 95 years from first publication or 120 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 owner's 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 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.

USE OF AUDIO-VISUAL MATERIALS

The rules governing the use of excerpts of audiovisual work are the same as those governing any other copyrighted performance. Audiovisual works, for the purpose of these guidelines, include audiotapes, videotapes, CDs, DVDs, and computer recorded and stored media such as mp3 files and YouTube© videos. Therefore, employees must analyze whether a particular use is a Fair Use under the four statutory factors mentioned above.

As a general rule, employees should only use a brief excerpt of an audiovisual work and the excerpt should not constitute more than a small portion of the work from which they were extracted. If the excerpt used supplants what otherwise would have been the sale of an audiovisual work, a copyright infringement may occur.

The following represents guidelines that, if followed, tend to make the use of an excerpt from an audiovisual work "fair use" for a nonprofit educational purpose. They are derived from a variety of sources including Section 110 of the United States Copyright Law, the Guidelines for Off-Air Taping for Educational Purposes (Kastenmeier Guidelines), and various policies of educational institutions.

A. Audiovisual Works in the Classroom

The limited use of an audiovisual work for a nonprofit educational purpose is generally permissible, provided the following conditions are met:

1. The work must be shown as part of the instructional program.
2. The work must be shown by a program participant or instructor to only program participants and the instructor.
3. The work must be shown either in a classroom or other location devoted to instruction.
4. The work must be shown either in a face-to-face setting or where participants and instructors are in the same building or general area.

5. The work must be shown using a legally reproduced copy with the copyright notice included.
Even the limited use of an audiovisual work is prohibited when:
6. The work is used for any purpose unrelated to a teaching activity.
7. The work is shown in a public performance, to an audience not confined to program participants, and is not related to nonprofit educational instruction.
8. The use involves an illegally acquired or illegally duplicated copy of the work.
9. The work is transmitted by radio or television (either closed or open circuit) from an outside location.

B. Broadcast Programming

The following apply to "off-air recording" of a broadcast program (including cable television programs) for a nonprofit educational purpose:

1. An "off-air recording" may be kept for no more than 45 calendar days after the recording date, at which time the tapes must be erased.
2. The "off-air recording" may be used by an individual instructor in the course of relevant teaching activities, and repeated once only when instructional reinforcement is necessary in classrooms, during the first 10 consecutive work days in the 45 calendar retention period. "Work days" are defined as days when GOER is open for business within the 45 calendar day retention period.
3. The "off-air recording" may be viewed after the 10 day consecutive period for teacher evaluation purposes, such as to determine whether or not to include the "off-air recording" for future teaching curriculum.
4. All copies of the "off-air recording" must include the copyright notice on the broadcast program as recorded.
5. The "off-air recording" may not be physically or electronically altered or combined with others to form anthologies. However, the "off-air recording" need not be used or shown in its entirety.
6. If several different instructors want to use the same "air recording," duplication is permitted but all copies are subject to restrictions of the original recording.
7. These guidelines are for commercial television broadcasts and some public television broadcasts, unless there are other negotiated rights or licensing agreements.

C. Public Broadcasting Service/Programs

Many of the programs and series distributed by the Public Broadcasting Service (PBS) include a 7-day re-record right. The 7-day re-record rights allow:

1. Only a single copy of the program may be recorded for a nonprofit educational purpose and it may not be duplicated.
2. A program may be recorded and shown each time a program is broadcast.
3. The program may be retained for 7 consecutive days following the broadcast but must be erased at the end of the 7th day.
4. The program may be shown as often as needed during the 7-day period.

D. Audiovisual Work - Distribution and Duplication

Rights to make multiple copies of an audiovisual work and distribute that work beyond the GOER/LMC can vary depending on the work. Employees should not assume that they have the right to duplicate and distribute a work simply because they have purchased a copy. For example, distribution and duplication rights may have to be purchased from the producer or the distributor. Additionally, there may be no rights available from any source at any cost.

E. Digital Distance Education

Digital distance education, such as webinars or video conferencing, is an emerging educational technique being used in lieu of traditional classroom learning. The Technology, Education, and Copyright Harmonization Act of 2002 ("TEACH Act") clarifies what uses of copyrighted material are permissible with regard to distance education when permission of the copyright holder has not been sought. Furthermore, the TEACH Act outlines the specific requirements that the information technology staff and students must abide by in order to be in compliance with the current copyright laws. The Act permits teachers and students of an accredited, nonprofit education institution or government body to transmit performances and displays of copyrighted material as part of a course if certain conditions have been met. If these conditions are not or cannot be met, use of the material will have to qualify as a fair use or have the permission of the copyright holder to be lawful.

Questions regarding the use of copyrighted materials in a digital distance educational environment must be directed to GOER's Counsel's Office prior to the distribution and use of those materials.

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 which 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 97 for the meaning of the word "publication." 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 LMCs, the same format should be used but the LMC name should be 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 the GOER Director 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 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.
2. 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 103 through 106 should be consulted and the use must be analyzed. Consult with 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.

WRITING FOR PERMISSION: SAMPLE LETTERS

When a use of copyrighted material requires permission, GOER's Counsel's Office will secure the appropriate permission. Program managers and staff who need permission to use materials should contact GOER's Counsel's Office and provide the following informational materials:

1. Copy of original copyrighted material in its entirety. This material should provide the Counsel's Office with the copyright holder's information. If it does not, the copyright holder's name and address should be provided to the Counsel's Office.
2. A draft copy of how the original copyrighted material will be incorporated into the GOER or LMC curriculum or materials the program manager or staff is producing, if applicable.

The process of granting permission requires time for the publisher to check the status of the copyright and to evaluate the nature of the request. Therefore, allow substantial lead time for the Counsel's Office to obtain the permission before the materials are needed in final form.

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 successful bidder 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 1/1/2015

**GOVERNOR'S OFFICE OF EMPLOYEE RELATIONS (GOER)/
NEW YORK STATE LABOR-MANAGEMENT COMMITTEES (LMCs)**

**Travel and Lodging Reimbursement Policy for Consultants
Effective October 1, 2014 – September 30, 2015**

Reimbursement for consultant travel and meal/lodging expenses is subject to the same limitations that apply to New York State employees. These limitations are described below.

If neither the city nor the county is listed, the location is standard CONUS (Continental United States) with a rate of \$83 for lodging and \$46 for meals (\$9 breakfast and \$37 dinner).

Reimbursement rates cited in this policy are subject to change. The IRS Standard Mileage Rate updates on January 1 of each year, see the Transportation section in this document. Updates to this policy are located on the GOER website at <http://goer.ny.gov/vendor-info/index.cfm>.

MAXIMUM ALLOWANCES

Overnight status: When a lodging receipt is provided, meal expenses can be reimbursed at the rates listed below.

Day trips: Receipts required. Meal expenses are reimbursable up to the rates listed below.

CITY	COUNTY	LODGING	BREAKFAST	DINNER
Albany	Albany	\$111.00	\$12.00	\$49.00
Binghamton/Owego	Broome and Tioga	\$ 97.00	\$ 9.00	\$37.00
Buffalo	Erie	\$ 108.00	\$11.00	\$45.00
Floral Park/Garden City/Great Neck	Nassau	\$149.00	\$13.00	\$53.00
Glens Falls	Warren			
October 1 - June 30		\$ 101.00	\$13.00	\$53.00
July 1 - August 31		\$159.00	\$13.00	\$53.00
September 1 - September 30		\$ 101.00	\$13.00	\$53.00
Ithaca/Waterloo/Romulus	Tompkins and Seneca	\$115.00	\$9.00	\$37.00
Kingston	Ulster	\$112.00	\$13.00	\$53.00

RFP for Third Party Administration of the
Pre-Tax Transportation Program, *NYS-Ride*

CITY	COUNTY	LODGING	BREAKFAST	DINNER
Lake Placid <i>October 1 - November 30</i> <i>December 1 - February 28</i> <i>March 1 - June 30</i> <i>July 1 - August 31</i> <i>September 1 - September 30</i>	Essex	\$117.00 \$129.00 \$105.00 \$166.00 \$117.00	\$12.00 \$12.00 \$12.00 \$12.00 \$12.00	\$49.00 \$49.00 \$49.00 \$49.00 \$49.00
Manhattan (includes the boroughs of Manhattan, Brooklyn, the Bronx, Queens and Staten Island) <i>October 1 - December 31</i> <i>January 1 – February 28</i> <i>March 1 - June 30</i> <i>July 1 – August 31</i> <i>September 1 - September 30</i>	Bronx County, New York County, Kings County, Queens County and Richmond County	\$304.00 \$197.00 \$268.00 \$235.00 \$304.00	\$14.00 \$14.00 \$14.00 \$14.00 \$14.00	\$57.00 \$57.00 \$57.00 \$57.00 \$57.00
Niagara Falls <i>October 1 – June 1</i> <i>July 1 – August 31</i> <i>September 1 - September 30</i>	Niagara	\$83.00 \$108.00 \$83.00	\$10.00 \$10.00 \$10.00	\$41.00 \$41.00 \$41.00
Nyack/Palisades	Rockland	\$110.00	\$12.00	\$49.00
Poughkeepsie	Dutchess	\$105.00	\$13.00	\$53.00
Riverhead/Ronkonkoma/Melville	Suffolk	\$121.00	\$14.00	\$57.00
Rochester	Monroe	\$105.00	\$10.00	\$41.00
Saratoga Springs/Schenectady <i>October 1 - June 30</i> <i>July 1 - August 31</i> <i>September 1 - September 30</i>	Saratoga and Schenectady	\$116.00 \$178.00 \$116.00	\$11.00 \$11.00 \$11.00	\$45.00 \$45.00 \$45.00
Syracuse/Oswego	Onondaga	\$96.00	\$11.00	\$45.00
Tarrytown/White Plains/ New Rochelle	Westchester	\$145.00	\$14.00	\$57.00
Troy	Rensselaer	\$102.00	\$10.00	\$41.00
Watertown	Jefferson	\$96.00	\$11.00	\$45.00
West Point	Orange	\$106.00	\$10.00	\$41.00

1. **Lodging Letter:** GOER can provide consultants with a letter requesting that they be afforded, at the discretion of the hotel/motel management, the same discounted lodging rates provided state employees. However, unless a consultant has tax exempt status, we also will pay for hotel taxes in excess of the allowable hotel per diems.
2. **Lunch:** Lunch expenses are not reimbursable.
3. **Incidentals:** Incidental expenses such as tips to porters or other such hotel guest services employees continue to be included in the allowances. Receipts are required for miscellaneous and incidental expenses.
4. **Required Documentation on Invoices:** The invoice must note beginning date and time of travel, ending date and time of travel, and purpose of each trip. For curriculum development, invoice must list dates development was done along with the number of development hours. Please note that invoices will not be adjusted in cases where the Contractor is in overnight status and submits with the receipted method for meals. In this case, reimbursement will be the actual cost, up to the per diem, instead of the per diem rate.
5. **Meal Receipt Requirements for Day Trips:** Consultants must submit receipts for meals when in *non-overnight travel*, documenting the actual meal cost. Reimbursement cannot exceed per diems. Consultants may not input or alter the dollar amount or any information on the receipt. The meal receipt must contain:
 - provider name with either full address or phone number
 - date of service
 - number of persons served

If the receipt does not include this information, the consultant must include this information in an attachment to the receipt.
6. **Requirements for Lodging Receipts:** Receipts must be submitted containing the following information:
 - consultant name
 - lodging establishment name, address and telephone number
 - room number
 - date of occupancy
 - rate paid
 - number of people in the room
 - method of payment

TRANSPORTATION

1. **Use of Common Carrier:** Consultants are required to use the most efficient common carrier (bus, train or airplane) for all transportation. However, other forms of transportation such as rental cars or taxis may be used if appropriately justified (in writing) on a cost or timeliness basis.

The established reimbursement rate for personal cars is \$0.575/mile effective January 1, 2015. All mileage claims *must* state beginning point and destination point.

2. **Receipts Required:** Receipts or travel coupons must be submitted for all common carrier transportation expenses and must detail the dollar amount, name of provider, address or phone number, and date of service as explained below:

Common Carrier: Ticket receipt (air passenger coupon, Amtrak ticket stub, etc.) must detail purchase price, transportation type and date of service provided.

Rental Vehicle: The use of all rental vehicles must be justified, including the purpose of the rental. The paid invoice must detail the type of vehicle rented, miles traveled, license plate number, and time of pickup and return.

Tolls: Receipt required or EZ Pass statement with applicable charges indicated.

Parking: Receipts required, indicate on invoice the date, location and amount of parking.

Taxicabs: The use of a taxi instead of public transportation must be justified and all receipts must include driver and/or cab ID number.

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. Please refer to NYS Information Technology Policy on encryption, NYS-S14-007 at

<http://www.its.ny.gov/policy/enterprise-encryption-standard-v1.0.pdf>.

A range of network controls must be undertaken to maintain security, both in the Contractor'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 web site as a result of any contract entered into by GOER or the LMCs, that web site must conform to State policies found at <http://www.its.ny.gov/eiso/policies/security> including NYS Information Technology Policy NYS-P08-005 at <http://www.its.ny.gov/policy/NYS-P08-005.pdf>, which requires that State entity web sites are accessible to individuals with disabilities and which provides the standards web sites must meet in order to comply.

- 2) When a contractor is required to provide a web site as a result of any contract entered into by GOER or the LMCs, ownership of web site 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 GOER Risk Management Officer (RMO) 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 Information Security Officer (ISO) and the RMO 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 RMO 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/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.

New York State Governor's Office of Employee Relations
Website Style Guide
Revised January 2015

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 the 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 bidder(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	ArbWeb/DART
FlexSpend Accounts	Work-Life Services
StateJobsNY	NYS-Learn
GOER/LMC Main Sites	Work-Life Services
Statewide Learning Management System	

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 ITS policies, such as the e-Commerce initiative and accessibility guidelines. For a complete list of ITS Technology Policies, see <http://www.its.ny.gov/tables/technologypolicyindex.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 (PDF), that same document must be made available in an alternate format on demand, such as accessible HTML or as plain text.

GOER's minimum display standard is a 1024 pixels wide by 768 pixels tall viewport, although we prefer a fluid layout. Pages should offer a balance of content and white space. Non-main/home/index pages can exceed 750 pixels in height, although those pages that function as menus should not exceed 750 pixels without an indication (within the 750-pixel range) that there are further choices or more information beyond the bottom of the first screen. In no case should a user need to scroll horizontally to view all page content.

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

- 1) The Contractor will be subject to comply with forthcoming web design requirements.
- 2) Any links required by the Governor's office must also appear in a prominent location, available without having to scroll.
- 3) Links to our Privacy Statement and Accuracy Disclaimer must be prominently placed (see NYS Best Practice Guideline # G02-001, Internet Privacy Policy, <http://its.ny.gov/policy/NYSGuidelineG02-001.pdf>).
- 4) A home page link to organizational contact information (see <http://its.ny.gov/policy/s05-002/ContactPageStandard.pdf> for details).
- 5) An obvious link to the GOER home page. This link must include some text whereby a user with limited web skills would be alerted to it.
- 6) Names of the agency, the Governor and the Director of GOER.
- 7) A distinct home page link for reporting accessibility problems with the site (see <http://its.ny.gov/policy/NYS-P08-005.pdf> for specifics).

QUALIFYING SECOND-LEVEL PAGES MUST CONTAIN:

- 1) The NYS Banner at the top of each page.
- 2) Text links to all major sections of the site, accessibility 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) The NYS Banner at the top of each page.
- 2) A link to skip repetitive navigation (if relevant).
- 3) A title identifying the site, the section of the site, and the individual page.
- 4) Text links to all major sections of the site, accessibility and contact information, at the bottom of the page.
- 5) A page heading identifying the page (use of dynamic "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 substantive video content is described for individuals with visual impairments and close captioned for individuals with hearing impairments), or other multimedia objects (unless they can be made accessible to individuals with visual, mobility, or hearing impairments);
- 5) Blinking objects;
- 6) Moving objects;
- 7) Animations (unless they can be made accessible to individuals with visual, mobility, or hearing impairments); or

- 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. We encourage mobile-friendly designs.
- 2) Developers should use proper semantic markup, avoiding browser-specific and deprecated elements (e.g., use STRONG instead of B; EM instead of I) and attributes (e.g., align=center). Doctype declarations must be included at the top of each web page.
- 3) Tables should include summaries and captions, where applicable. Where a table is used solely to lay out a page, best practice is to 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 content 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 must 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 prefer to manage 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 using a validation tool (for example, WebAIM's Wave or HiSoftware's AccVerify) 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 Technology Policy NYS-P08-005 at <http://its.ny.gov/policy/NYS-P08-005.pdf>).
 - 11) In general, graphics files used should be small enough (50 Kb maximum) so that users accessing the page via low-speed connections would be able to load the page within 30 seconds.
 - 12) Avoid image maps and other graphical navigation wherever possible. If image maps are used, include redundant text links for users without sight or fine motor control.
 - 13) 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.
 - 14) We encourage the use of search functionality.
 - 15) We encourage the use of charts and graphics, so long as the information contained in them is available to non-visual users.
 - 16) General appearance of web pages should be uncluttered.

* 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.

Section I

**Budget Form and
Supplemental Worksheet**

RFP for Third Party Administration of the
Pre-Tax Transportation Program, *NYS-Ride*

Cost Proposal - Budget Form

Instructions: The Cost Proposal is comprised of this Budget Form and its Supplemental Worksheet. Use whole dollar amounts (no cents) in the budget sheets. Any rounding should be to the nearest whole integer.

A <i>Project Deliverables</i>	B	C	D	E	F	G
	Year 1	Year 2	Year 3	Year 4	Year 5	Total (B+C+D+E+F=G)
1. Start Up and Implementation ¹						
2. Turnover Plan ²						
3. Parking Benefit ³						
4. Program Implementation						
5. Employee Enrollment						
6. Payroll Interface						
7. Account Management						
8. Benefit Distribution						
9. Customer Service						
10. Communications and Marketing (see supplemental worksheet)						
11. Reporting						
12. Website Hosting & Maintenance						
13. Compliance						
14. Information Security & Emergency Procedures						
15. Other (Identify)						
16. Indirect Costs (Identify)						
17. Travel Costs						
18. Sub-Total Project Cost (Lines 4-17)						
19. Total Project Cost (Lines 1-17)						

The Cost portion of your proposal will be evaluated on the amount shown on Line 19, Column F (**Total Project Cost**). The purpose of the chart below is to calculate a Monthly Cost Per Participant and will be the method for calculating the monthly payment invoice.

H Participant Ranges	I Sub-Total Project Cost (Line 18 G above)	J Participant Mid-Range	K Monthly Administrative Fee (I ÷ 36 mo = K)	L ⁴ Monthly Cost Per Participant (K + J = L)
Up to 6,000		6,000		
6,001 – 12,000		9,000		
12,001 – 18,000		15,000		
18,001 - 25,000		21,500		
Over 25,000		25,000		

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 (excluding all parking benefit costs) and include those costs in the budget for Year 1. Costs of normal design upgrades should be factored into the Budget Form for Project Deliverables 4-17, as applicable.

² Bidders should separate out costs for the Turnover Plan and include those costs in the budget for Year 5. However, bidders should be aware that turnover costs will not be paid during Year 5; 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 Bidders should include a separate parking benefit cost estimate that will be included in the overall cost proposal for this contract. However, the monthly administrative fee for the total engagement that is negotiated with the selected vendor will exclude parking benefit costs, unless or until GOER offers parking as an additional benefit to *NYS-Ride*.

⁴ 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 contractor 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 contractor.

RFP for Third Party Administration of the
Pre-Tax Transportation Program, *NYS-Ride*

Supplemental Worksheet for Communications and Marketing

Instructions: use whole dollar amounts (no cents) in the budget sheets. Any rounding should be to the nearest whole integer.

A <i>Project Deliverables</i>	B Year 1	C Year 2	D Year 3	E Year 4	F Year 5	G Total (B+C+D+E+F=G)
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. Other (Identify)						
Total Communications and Marketing (Line 10 on Cost Proposal Budget Sheet)						

During the contract period the following approximate quantities will be printed: 1,500 16-page enrollment booklets; 214,000 brochures; 4,100 posters, 7,500 small informational flyers, and 500 one-page letters. Postage/ mailing costs associated with distributing marketing materials to employees and state agencies are part of the contract costs, and will not be billed separately. 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 should include printing and mailing costs in their cost proposal for specified quantities of materials, the actual quantities will have to be authorized annually by GOER. *GOER reserves the right to negotiate a reduced cost paid per participant based on the savings from reduced printing and mailing costs as identified on this worksheet.*

SECTION J

TECHNICAL ATTACHMENTS

NPAY579 Vendor Name Eligibility File

OUTBOUND – File Format

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

<i>Field</i>	<i>Field Type</i>	<i>Length</i>	<i>Displacement</i>	<i>Comments</i>
Emplid	Char	9	1-9	Alpha Numeric characters
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)
Emplid	Char	9	61-69	Alpha/ Numeric
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
REJECTED **VENDOR NAME** TRANSACTIONS: TRANS

Report ID: NBEN902U
Page No. 1

Run Date 10/16/2014
Run Time 15:38:11

Dedcd	Deptid	Emplid	Employee Name	Deduction Amount
XXX	XXXXX		METRO, NORTH	23.00
			Emplid is Blank	
XXX	XXXXX	000-00-0000	METRO, SOUTH	0.00
			Invalid Emplid	

RECORDS READ FROM FILE: 11

RECORDS NOT PROCESSED DUE TO ERRORS: 02

End of Report

Definitions—Nben902 Error Messages

1. The 'Emplid is blank', error message occurs when the input file has no value in the emplid field.

Action required: Resubmit with the correct Emplid

2. The 'Invalid Emplid', error message occurs when the emplid from the input file does not match the emplid in employee's personal data record.

Action required: Resubmit with the correct Emplid.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

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

Action required: Resubmit with effective date.

13. 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.

14. 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)
Emplid	Char	9	60-68	Alpha/Numeric
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)
Emplid	Char	9	66-74	Alpha/Numeric
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 SSN Change

805 Transfer

806 Leave of Absence

807 Name Change

808 Termination

809 Deceased

810 Retirement

a. 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	Alpha/Numeric
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

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

Office of the State Comptroller
 BUREAU OF STATE PAYROLL SERVICES
 ADMINISTRATION PAYROLL CALENDAR
 APRIL 1, 2015 – APRIL 30, 2016
 CURRENT

NEW FISCAL YEAR...2016-2017

Period No.	Month	Days	Period No.	Month	Days
1	APRIL 2015	SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	14	OCTOBER 2015	SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 7 8 9 10 11 H 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
3	MAY 2015	SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 H 26 27 28 29 30 31	16	NOVEMBER 2015	SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 7 8 9 10 H 12 13 14 15 16 17 18 19 20 21 22 23 24 25 H 27 28 29 30
5	JUNE 2015	SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	18	DECEMBER 2015	SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 H 26 27 28 29 30 31
7	JULY 2015	SUN MON TUE WED THU FRI SAT 1 2 3 H 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	20	JANUARY 2016	SUN MON TUE WED THU FRI SAT 1 2 3 H 4 5 6 7 8 9 10 11 12 13 14 15 16 17 H 19 20 21 22 23 24 25 26 27 28 29 30 31
10	AUGUST 2015	SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	22	FEBRUARY 2016	SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 7 8 9 10 11 12 13 14 H 16 17 18 19 20 21 22 23 24 25 26 27 28 29
12	SEPTEMBER 2015	SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 H 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	25	MARCH 2016	SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Period No.

APRIL 2016						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
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 2015-2016
 ON A CURRENT BASIS
 (Refer to Payroll Bulletins for Submission Dates)

PAYROLL PERIOD	CHECK DATES
No. 1 March 26 – April 8	April 8
No. 2 April 9 – April 22	April 22
No. 3 April 23 – May 6	May 6
No. 4 May 7 – May 20	May 20
No. 5 May 21 – June 3	June 3
No. 6 June 4 – June 17	June 17
No. 7 June 18 – July 1	July 1
No. 8 July 2 – July 15	July 15
No. 9 July 16 – July 29	July 29
No. 10 July 30 – August 12	August 12
No. 11 August 13 – August 26	August 26
No. 12 August 27 – September 9	September 9
No. 13 September 10 – September 23	September 23
No. 14 September 24 – October 7	October 7
No. 15 October 8 – October 21	October 21
No. 16 October 22 – November 4	November 4
No. 17 November 5 – November 18	November 18
No. 18 November 19 – December 2	December 2
No. 19 December 3 – December 16	December 16
No. 20 December 17 – December 30	December 30
No. 21 December 31 – January 13	January 13
No. 22 January 14 – January 27	January 27
No. 23 January 28 – February 10	February 10
No. 24 February 11 – February 24	February 24
No. 25 February 25 – March 9	March 9
No. 26 March 10 – March 23	March 23

Office of the State Comptroller
 BUREAU OF STATE PAYROLL SERVICES
ADMINISTRATION PAYROLL CALENDAR
 APRIL 1, 2015 – APRIL 30, 2016
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NEW FISCAL YEAR...2016-2017

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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 2015-2016
 ON A LAG BASIS
 (Refer to Payroll Bulletins for Submission Dates)

PAYROLL PERIOD	CHECK DATES
No. 1 March 26 – April 8	April 22
No. 2 April 9 – April 22	May 6
No. 3 April 23 – May 6	May 20
No. 4 May 7 – May 20	June 3
No. 5 May 21 – June 3	June 17
No. 6 June 4 – June 17	July 1
No. 7 June 18 – July 1	July 15
No. 8 July 2 – July 15	July 29
No. 9 July 16 – July 29	August 12
No. 10 July 30 – August 12	August 26
No. 11 August 13 – August 26	September 9
No. 12 August 27 – September 9	September 23
No. 13 September 10 – September 23	October 7
No. 14 September 24 – October 7	October 21
No. 15 October 8 – October 21	November 4
No. 16 October 22 – November 4	November 18
No. 17 November 5 – November 18	December 2
No. 18 November 19 – December 2	December 16
No. 19 December 3 – December 16	December 30
No. 20 December 17 – December 30	January 13
No. 21 December 31 – January 13	January 27
No. 22 January 14 – January 27	February 10
No. 23 January 28 – February 10	February 24
No. 24 February 11 – February 24	March 9
No. 25 February 25 – March 9	March 23
No. 26 March 10 – March 23	April 6

**Office of the State Comptroller
BUREAU OF STATE PAYROLL SERVICES
INSTITUTION PAYROLL CALENDAR
APRIL 1, 2015 – APRIL 30, 2016
CURRENT**

Period No. ▽ 26 1 2	<table border="1" style="width: 100%; text-align: center;"> <tr><th colspan="7">APRIL 2015</th></tr> <tr><th>SUN</th><th>MON</th><th>TUE</th><th>WED</th><th>THU</th><th>FRI</th><th>SAT</th></tr> <tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td></tr> </table>	APRIL 2015							SUN	MON	TUE	WED	THU	FRI	SAT				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			<table border="1" style="width: 100%; text-align: center;"> <tr><th colspan="7">OCTOBER 2015</th></tr> <tr><th>SUN</th><th>MON</th><th>TUE</th><th>WED</th><th>THU</th><th>FRI</th><th>SAT</th></tr> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>H</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </table>	OCTOBER 2015							SUN	MON	TUE	WED	THU	FRI	SAT					1	2	3	4	5	6	7	8	9	10	11	H	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Period No. ▽ 14 15							
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NEW FISCAL YEAR...2016-2017

Period No.
▽

APRIL 2016						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
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.

○ = PAYROLL PERIOD ENDING DATE

H = HOLIDAY

INSTITUTION AGENCIES 2015-2016
ON A CURRENT BASIS
(Refer to Payroll Bulletins for Submission Dates)

PAYROLL PERIOD	CHECK DATES
No. 1 April 2 – April 15	April 16
No. 2 April 16 – April 29	April 30
No. 3 April 30 – May 13	May 14
No. 4 May 14 – May 27	May 28
No. 5 May 28 – June 10	June 11
No. 6 June 11 – June 24	June 25
No. 7 June 25 – July 8	July 9
No. 8 July 9 – July 22	July 23
No. 9 July 23 – August 5	August 6
No. 10 August 6 – August 19	August 20
No. 11 August 20 – September 2	September 3
No. 12 September 3 – September 16	September 17
No. 13 September 17 – September 30	October 1
No. 14 October 1 – October 14	October 15
No. 15 October 15 – October 28	October 29
No. 16 October 29 – November 11	November 12
No. 17 November 12 – November 25	November 25
No. 18 November 26 – December 9	December 10
No. 19 December 10 – December 23	December 24
No. 20 December 24 – January 6	January 7
No. 21 January 7 – January 20	January 21
No. 22 January 21 – February 3	February 4
No. 23 February 4 – February 17	February 18
No. 24 February 18 – March 2	March 3
No. 25 March 3 – March 16	March 17
No. 26 March 17 – March 30	March 31

**Office of the State Comptroller
BUREAU OF STATE PAYROLL SERVICES
INSTITUTION PAYROLL CALENDAR
APRIL 1, 2015 – APRIL 30, 2016
LAG**

Period No. ▽ 26 1 2	APRIL 2015 SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	Period No. ▽ 14 15	OCTOBER 2015 SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 7 8 9 10 11 H 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
3 4	MAY 2015 SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 H 26 27 28 29 30 31	16 17	NOVEMBER 2015 SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 7 8 9 10 H 12 13 14 15 16 17 18 19 20 21 22 23 24 25 H 27 28 29 30
5 6	JUNE 2015 SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	18 19	DECEMBER 2015 SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 H 26 27 28 29 30 31
7 8	JULY 2015 SUN MON TUE WED THU FRI SAT 1 2 3 H 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	20 21	JANUARY 2016 SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 H 19 20 21 22 23 24 25 26 27 28 29 30 31
9 10	AUGUST 2015 SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	22 23	FEBRUARY 2016 SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 7 8 9 10 11 12 13 14 H 16 17 18 19 20 21 22 23 24 25 26 27 28 29
11 12 13	SEPTEMBER 2015 SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 H 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	24 25 26	MARCH 2016 SUN MON TUE WED THU FRI SAT 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

NEW FISCAL YEAR...2016-2017

Period No.
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APRIL 2016						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
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INSTITUTION AGENCIES 2015-2016
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No. 18 November 26 – December 9	December 24
No. 19 December 10 – December 23	January 7
No. 20 December 24 – January 6	January 21
No. 21 January 7 – January 20	February 4
No. 22 January 21 – February 3	February 18
No. 23 February 4 – February 17	March 3
No. 24 February 18 – March 2	March 17
No. 25 March 3 – March 16	March 31
No. 26 March 17 – March 30	April 14

NYS-Ride Payroll Processing Timeline									
Benefit Year 2017				Tuesday	Thursday	Friday	Friday	10th	21st
Payroll Date	Payroll Cycle	Benefit Month	Employee Enrollment Period	NPAY 579 Elig. File from OSC	Vendor Transmits Data to OSC	NBEN 902 Reject Report Transmitted to Vendor	NBEN 530 (Change File) NPAY 518 (Detail /Deduction File) TCP/IP to Vendor	Vendor Orders Pass	Vendor Mails Passes to Participants
16-Nov-16	Admin.	January (1)	10/2-11/1/16	1-Nov-16	3-Nov-16	4-Nov-16	11-Nov-16	10-Dec-16	21-Dec-16
23-Nov-16	Inst.	(1) January	10/2-11/1/16	8-Nov-16	10-Nov-16	11-Nov-16	18-Nov-16	10-Dec-16	21-Dec-16
30-Nov-16	Admin.	3rd Pay Period of Month		15-Nov-16	No Deduction	No Deduction	25-Nov-16	No Deduction	No Deduction
8-Dec-16	Inst.	(2) January	10/2-11/1/16	22-Nov-16	23-Nov-16	25-Nov-16	2-Dec-16	10-Dec-16	21-Dec-16
14-Dec-16	Admin.	January (2)	10/2-11/1/16	29-Nov-16	1-Dec-16	2-Dec-16	9-Dec-16	10-Dec-16	21-Dec-16
22-Dec-16	Inst.	(1) February	11/2-12/1/16	6-Dec-16	8-Dec-16	9-Dec-16	16-Dec-16	10-Jan-17	21-Jan-17
28-Dec-16	Admin.	February (1)	11/2-12/1/16	13-Dec-16	15-Dec-16	16-Dec-16	22-Dec-16	10-Jan-17	21-Jan-17
5-Jan-17	Inst.	(2) February	11/2-12/1/16	20-Dec-16	22-Dec-16	23-Dec-16	29-Dec-16	10-Jan-17	21-Jan-17
11-Jan-17	Admin.	February (2)	11/2-12/1/16	27-Dec-16	29-Dec-16	30-Dec-16	6-Jan-17	10-Jan-17	21-Jan-17
19-Jan-17	Inst.	(1) March	2/2/16-1/1/17	3-Jan-17	5-Jan-17	6-Jan-17	13-Jan-17	10-Feb-17	21-Feb-17
25-Jan-17	Admin.	March (1)	2/2/16-1/1/17	10-Jan-17	12-Jan-17	13-Jan-17	20-Jan-17	10-Feb-17	21-Feb-17
2-Feb-17	Inst.	(2) March	2/2/16-1/1/17	17-Jan-17	19-Jan-17	20-Jan-17	27-Jan-17	10-Feb-17	21-Feb-17
8-Feb-17	Admin.	March (2)	2/2/16-1/1/17	24-Jan-17	26-Jan-17	27-Jan-17	3-Feb-17	10-Feb-17	21-Feb-17
16-Feb-17	Inst.	(1) April	1/2-2/1/17	31-Jan-17	2-Feb-17	3-Feb-17	10-Feb-17	10-Mar-17	21-Mar-17
22-Feb-17	Admin.	April (1)	1/2-2/1/17	7-Feb-17	9-Feb-17	10-Feb-17	17-Feb-17	10-Mar-17	21-Mar-17
2-Mar-17	Inst.	(2) April	1/2-2/1/17	14-Feb-17	16-Feb-17	17-Feb-17	24-Feb-17	10-Mar-17	21-Mar-17
8-Mar-17	Admin.	April (2)	1/2-2/1/17	21-Feb-17	23-Feb-17	24-Feb-17	3-Mar-17	10-Mar-17	21-Mar-17
16-Mar-17	Inst.	(1) May	2/2-3/1/17	28-Feb-17	2-Mar-17	3-Mar-17	10-Mar-17	10-Apr-17	21-Apr-17
22-Mar-17	Admin.	May (1)	2/2-3/1/17	7-Mar-17	9-Mar-17	10-Mar-17	17-Mar-17	10-Apr-17	21-Apr-17
30-Mar-17	Inst.	3rd Pay Period of Month		14-Mar-17	No Deduction	No Deduction	24-Mar-17	No Deduction	No Deduction
5-Apr-17	Admin.	May (2)	2/2-3/1/17	21-Mar-17	23-Mar-17	24-Mar-17	31-Mar-17	10-Apr-17	21-Apr-17
13-Apr-17	Inst.	(2) May	2/2-3/1/17	28-Mar-17	30-Mar-17	31-Mar-17	7-Apr-17	10-Apr-17	21-Apr-17
19-Apr-17	Admin.	June (1)	3/2-4/1/17	4-Apr-17	6-Apr-17	7-Apr-17	14-Apr-17	10-May-17	21-May-17
27-Apr-17	Inst.	(1) June	3/2-4/1/17	11-Apr-17	13-Apr-17	14-Apr-17	21-Apr-17	10-May-17	21-May-17
3-May-17	Admin.	June (2)	3/2-4/1/17	18-Apr-17	20-Apr-17	21-Apr-17	28-Apr-17	10-May-17	21-May-17
11-May-17	Inst.	(2) June	3/2-4/1/17	25-Apr-17	27-Apr-17	28-Apr-17	5-May-17	10-May-17	21-May-17
17-May-17	Admin.	July (1)	4/2-5/1/17	2-May-17	4-May-17	5-May-17	12-May-17	10-Jun-17	21-Jun-17
25-May-17	Inst.	(1) July	4/2-5/1/17	9-May-17	11-May-17	12-May-17	19-May-17	10-Jun-17	21-Jun-17
31-May-17	Admin.	3rd Pay Period of Month		16-May-17	No Deduction	No Deduction	26-May-17	No Deduction	No Deduction
8-Jun-17	Inst.	(2) July	4/2-5/1/17	23-May-17	25-May-17	26-May-17	2-Jun-17	10-Jun-17	21-Jun-17
14-Jun-17	Admin.	July (2)	4/2-5/1/17	30-May-17	1-Jun-17	2-Jun-17	9-Jun-17	10-Jun-17	21-Jun-17
22-Jun-17	Inst.	(1) August	5/2-6/1/17	6-Jun-17	8-Jun-17	9-Jun-17	16-Jun-17	10-Jul-17	21-Jul-17
28-Jun-17	Admin.	August (1)	5/2-6/1/17	13-Jun-17	15-Jun-17	16-Jun-17	23-Jun-17	10-Jul-17	21-Jul-17
6-Jul-17	Inst.	(2) August	5/2-6/1/17	20-Jun-17	22-Jun-17	23-Jun-17	30-Jun-17	10-Jul-17	21-Jul-17
12-Jul-17	Admin.	August (2)	5/2-6/1/17	27-Jun-17	29-Jun-17	30-Jun-17	7-Jul-17	10-Jul-17	21-Jul-17
20-Jul-17	Inst.	(1) Sept.	6/2-7/1/17	4-Jul-17	6-Jul-17	7-Jul-17	14-Jul-17	10-Aug-17	21-Aug-17
26-Jul-17	Admin.	Sept (1)	6/2-7/1/17	11-Jul-17	13-Jul-17	14-Jul-17	21-Jul-17	10-Aug-17	21-Aug-17
3-Aug-17	Inst.	(2) Sept.	6/2-7/1/17	18-Jul-17	20-Jul-17	21-Jul-17	28-Jul-17	10-Aug-17	21-Aug-17
9-Aug-17	Admin.	Sept. (2)	6/2-7/1/17	25-Jul-17	27-Jul-17	28-Jul-17	4-Aug-17	10-Aug-17	21-Aug-17
17-Aug-17	Inst.	(1) Oct.	7/2-8/1/17	1-Aug-17	3-Aug-17	4-Aug-17	11-Aug-17	10-Sep-17	21-Sep-17
23-Aug-17	Admin.	Oct. (1)	7/2-8/1/17	8-Aug-17	10-Aug-17	11-Aug-17	18-Aug-17	10-Sep-17	21-Sep-17
31-Aug-17	Inst.	3rd Pay Period of Month		15-Aug-17	No Deduction	No Deduction	25-Aug-17	No Deduction	No Deduction
6-Sep-17	Admin.	Oct. (2)	7/2-8/1/17	22-Aug-17	24-Aug-17	25-Aug-17	1-Sep-17	10-Sep-17	21-Sep-17
14-Sep-17	Inst.	(2) Oct.	7/2-8/1/17	29-Aug-17	31-Aug-17	1-Sep-17	8-Sep-17	10-Sep-17	21-Sep-17
20-Sep-17	Admin.	Nov. (1)	8/2-9/1/17	5-Sep-17	7-Sep-17	8-Sep-17	15-Sep-17	10-Oct-17	21-Oct-17
28-Sep-17	Inst.	(1) Nov.	8/2-9/1/17	12-Sep-17	14-Sep-17	15-Sep-17	22-Sep-17	10-Oct-17	21-Oct-17
4-Oct-17	Admin.	Nov. (2)	8/2-9/1/17	19-Sep-17	21-Sep-17	22-Sep-17	29-Sep-17	10-Oct-17	21-Oct-17
12-Oct-17	Inst.	(2) Nov.	8/2-9/1/17	26-Sep-17	28-Sep-17	29-Sep-17	6-Oct-17	10-Oct-17	21-Oct-17
18-Oct-17	Admin.	Dec. (1)	9/2-10/1/17	3-Oct-17	5-Oct-17	6-Oct-17	13-Oct-17	10-Nov-17	21-Nov-17
26-Oct-17	Inst.	(1) Dec.	9/2-10/1/17	10-Oct-17	12-Oct-17	13-Oct-17	20-Oct-17	10-Nov-17	21-Nov-17
1-Nov-17	Admin.	Dec. (2)	9/2-10/1/17	17-Oct-17	19-Oct-17	20-Oct-17	27-Oct-17	10-Nov-17	21-Nov-17
9-Nov-17	Inst.	(2) Dec.	9/2-10/1/17	24-Oct-17	26-Oct-17	27-Oct-17	3-Nov-17	10-Nov-17	21-Nov-17

**Process Flow For NYS-Ride
NPAY518 File – Deduction File**

J.4.a

Issue	Detailed Description	Pass/Voucher Order Cancelled	Stop Issued	Refunds & Forfeiture Process
Switched Department ID and Pay Cycles	payroll cycles.	pass to be fully funded. Cancel current pass if pass cannot be fully funded.	2 nd deduction – No stop needed.	2 nd deduction -- If employee has had 1 st deduction, but not second, initiate credit for 1 st deduction.
#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	1 st deduction – No refund or forfeiture.
				2 nd deduction -- If employee has had 1 st deduction, but not second, initiate credit for 1 st 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.	1 st deduction -- Attempt to increase deductions for 2 nd deduction to allow pass to be fully funded.	1 st deduction – the vendor sends change request for increased 2 nd deduction.	No refund or forfeiture.
		2 nd deduction (rare situation) -- Cancel pass because pass will not be fully funded.	2 nd deduction – No Stop needed.	2 nd deduction – Refund employee for all post-tax 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.	1 st deduction – the vendor sends change request for reduced 2 nd deduction.	No refund or forfeiture because over deduction was corrected on 2 nd deduction.
			2 nd 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**

J.4.b

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 1 st 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 1 st 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 1 st deduction, but not second, forfeiture rules apply

**Process Flow For NYS-Ride
Change Codes - NBEN530 File**

J.4.b

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 1 st deduction, but not second, initiate post-tax refund for 1 st 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 1 st deduction, but not second, initiate post-tax refund for 1 st 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 1 st 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 1 st 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

**Process Flow For NYS-Ride
Change Codes - NBEN530 File**

J.4.b

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 1 st 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

The screenshot shows the NYS Ride website interface. At the top left, it says "New York State" with a logo and "State Agencies". At the top right, there is a search bar labeled "Search all of NY.gov". Below the header is the "NYS Ride" logo. A navigation bar contains the following tabs: Home, Program Information, Enrollment Materials, Enrollment Application, Online Account, and Contact Us. The main banner features a blue and white train and the text "A Money-Saving Transportation Benefit for NYS Employees and a Cleaner New York". On the left side, there is a sidebar with "Important Messages" and links for "Eligibility Link", "Fuel Savings Calculator", "Environmental Calculator", and "Savings". The main content area includes a "Welcome to NYS-Ride" section with a paragraph describing the program, a section titled "2014 Monthly Pre-Tax Transit Limit set at \$130", and another paragraph about transit purchasing limits. At the bottom, there is a footer with a logo for the Governor's Office of Employee Relations, contact information, copyright notice, and the WageWorks logo.

New York State State Agencies Search all of NY.gov

NYS Ride

Home Program Information Enrollment Materials **Enrollment Application** Online Account Contact Us

Riding the Bus to Work

Without *NYS-Ride*: \$100/month
With *NYS-Ride*: \$60/month

For First-time User

Enrolling in NYS-Ride

1. Create an account by clicking on the blue button below. Fill out the required information.
2. Once you log into the account, from the "Commuter Overview" page, select Place Commuter Order.

For step-by-step instructions and election deadline, check out the [Program Information > Enrolling page](#).

First-time User? Register Now!

[Back to Top.](#)

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.
Andrew M. Cuomo, Governor

Please contact us at (888) 425-7751 (TDD) (888) 253-6055 if you are having trouble enrolling in the program or if you are experiencing accessibility problems with this site.

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Defining work, home, and life. To learn more about other WageWorks Services programs, please visit www.wageworks.gov.

WageWorks

NYS-Ride is administered by

NYSRide

Home Program Information Enrollment Materials Enrollment Application Online Account Contact Us

First-time User Registration

1. Verify
2. Profile
3. Agreement
4. Confirm
5. Done

Verify Your Eligibility

New York State Executive Branch Employees whose work location is in one of the five boroughs of New York City are eligible for this program.

Employee ID

Department ID

Negotiating Unit

Note: Be sure to enter information as it currently appears in your employer's records. You may refer to your paycheck to verify it. See example below.

John Smith State Comptroller		Negotiating Unit		Pay Rate	
Advice #	Advice Date	Pay Start Date	Pay End Date	Net Pay	Total Gross
87654321	03/28/2012	03/01/2012	03/14/2012	2,345.67	
22222				56,789.00	

Department ID: 22222 Employee ID: N91234567

Andrew M. Cuomo, Governor

Privacy Policy

New York State State Agencies Search all of NY.gov

NYSRide

- 1. Verify
- 2. Profile
- 3. Agreement
- 4. Confirm
- 5. Done

Contact Info

Please provide all required information below.

First Name

Last Name

E-mail

Confirm

Mailing Address

City

State

Zip Code

Work Zip Code

Daytime Phone - - ext.

An address you check often where we can send time-sensitive and critical information including confirmations and account

Enter the residential address where you want us to send you mail. Do not enter your work address, a PO Box or other non-

Used to provide local services, when available.

Create an Online Account

To enroll in NYS-Ride on the website, create an online account.

User Name

Password

Confirm Password

Your password must:

- Be between 8 and 20 characters.
- Include at least one letter and one number.

Identification

We need this information to uniquely identify you and communicate your elections to your employer. We will also use it to identify you if you forget your password.

Employee ID

Confirm Employee ID

Home Zip Code

Date of Birth

Note: Be sure to enter information as it currently appears in your employer's records. You may refer to your paycheck to verify it. See example below.

John Smith State Comptroller				Final Salary	Final Payroll Date
Admin #	8754321	Pay Start Date	03/01/12	Net Pay	2,345.67
Admin Date	03/05/12	Pay End Date	03/14/12	Pay Rate	58,793.00
Department ID	22222	NYS EMPID	N91234567		



Please contact us at 844-636-7761 (TDD) (449) 235-4052. If you are having trouble enrolling in the program or if you are experiencing accessibility problems with the site.

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Privacy Policy

State of New York, and NY. To learn more about other WorkLife Services programs, please visit nys.worklifelife.gov

WageWorks

The screenshot shows the NYS-Ride website interface. At the top, there is a navigation bar with the NYS-Ride logo and a search bar. Below the logo is a horizontal menu with the following items: Home, Program Information, Enrollment Materials, Enrollment Application, Online Account, and Contact Us. The main content area features a large banner with the text "Riding the Bus to Work" and a comparison of costs: "Without NYS-Ride: \$100/month" and "With NYS-Ride: \$60/month". To the left of the main content is a vertical sidebar with a list of steps: 1. Verify, 2. Profile, 3. Agreement (highlighted with a blue bar and a right-pointing arrow), 4. Confirm, and 5. Done. The main content area displays the "NYS-Ride USER AGREEMENT" (Updated 02/13/2008) with the following text:

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 WageWorks 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. "WageWorks", "we", "us" and "our" refer collectively to WageWorks, 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 (WageWorks) 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 WageWorks 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

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 WageWorks. 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 WageWorks 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 WageWorks, 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.

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 WageWorks.

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 WageWorks to report the missing order within the first 3 business days of that month. WageWorks 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 nor WageWorks 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 any other person for cash or other consideration goods or services obtained through your participation in *NYS-Ride*. You agree not to return goods and services to your provider for cash or any other consideration other than for direct exchange of damaged or defective goods. You understand that WageWorks will not refund or credit your account, or seek a refund or credit on your behalf. You agree that you will not solicit or accept a refund or credit from any party for payments made from your account unless you return those funds to your account.

that WageWorks will not refund or credit your account, or seek a refund or credit on your behalf. You agree that you will not solicit or accept a refund or 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 Agreement or provision of false or fraudulent statements regarding the items or services you have purchased may result in 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 because the amounts deducted from your wages on a pre-tax basis (up to the federally permitted limit for the benefit selected) are not subject to federal taxes, most state income taxes, social security (FICA), and medicare. Your actual savings will depend on your personal situation. There is no guarantee you will save money by participating in *NYS-Ride*. Pre-tax payroll deductions reduce your taxable income and may affect other compensation-based benefits such as life, disability and social security. You should consult your tax advisor if you have any questions regarding your personal situation.

DISCLAIMERS

Privacy

The current version of the Privacy Policy can be viewed at any time under the Help tab on the WageWorks web site.

Limitation On Availability

The availability of *NYS-Ride* may be subject to interruption and delay due to causes beyond our reasonable control (e.g., power outages, acts of nature, acts of war or terrorism) and causes within our reasonable control (e.g., routine maintenance). We are not liable for damages due to interruption or delay in the availability of *NYS-Ride*.

Changes To This Agreement

We may amend this Agreement at any time by posting the amended terms to the WageWorks web site. Amendments will generally be effective immediately without notice to you unless required by applicable law. In such instances, those amendments will be effective on the effective date stated in such notice. Your continued participation in *NYS-Ride* constitutes acceptance of the amended terms. If you do not agree to the amended terms, 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 02/13/2008.

Trademarks

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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. WAGeworks 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 WageWorks and you and supersede any prior or contemporaneous oral or written agreements or representations.

Contact Information

For assistance, contact WageWorks customer service:
nys-ride@wageworks.com or (866) 428-7781 (TDD (866) 353-8058).

Accept
 Decline


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.
 Andrew M. Cuomo, Governor

Please contact us at (866) 428-7781 (TDD (866) 353-8058) if you are having trouble enrolling in the program or if you are experiencing accessibility problems with this site.

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WageWorks

NYS-Ride is administered by WageWorks

Balancing work, home, and life. To learn more about other Workplace Services programs, please visit www.worlife.ny.gov.

The screenshot shows the NYS Ride website's enrollment process. At the top, the NYS Ride logo is displayed. Below it is a navigation menu with links for Home, Program Information, Enrollment Materials, Enrollment Opportunities, Online Account, and Contact Us. A banner image of a bus with the text "Riding the Bus to Work" is shown, along with pricing: "Without NYS Ride: \$100/month" and "With NYS Ride: \$60/month".

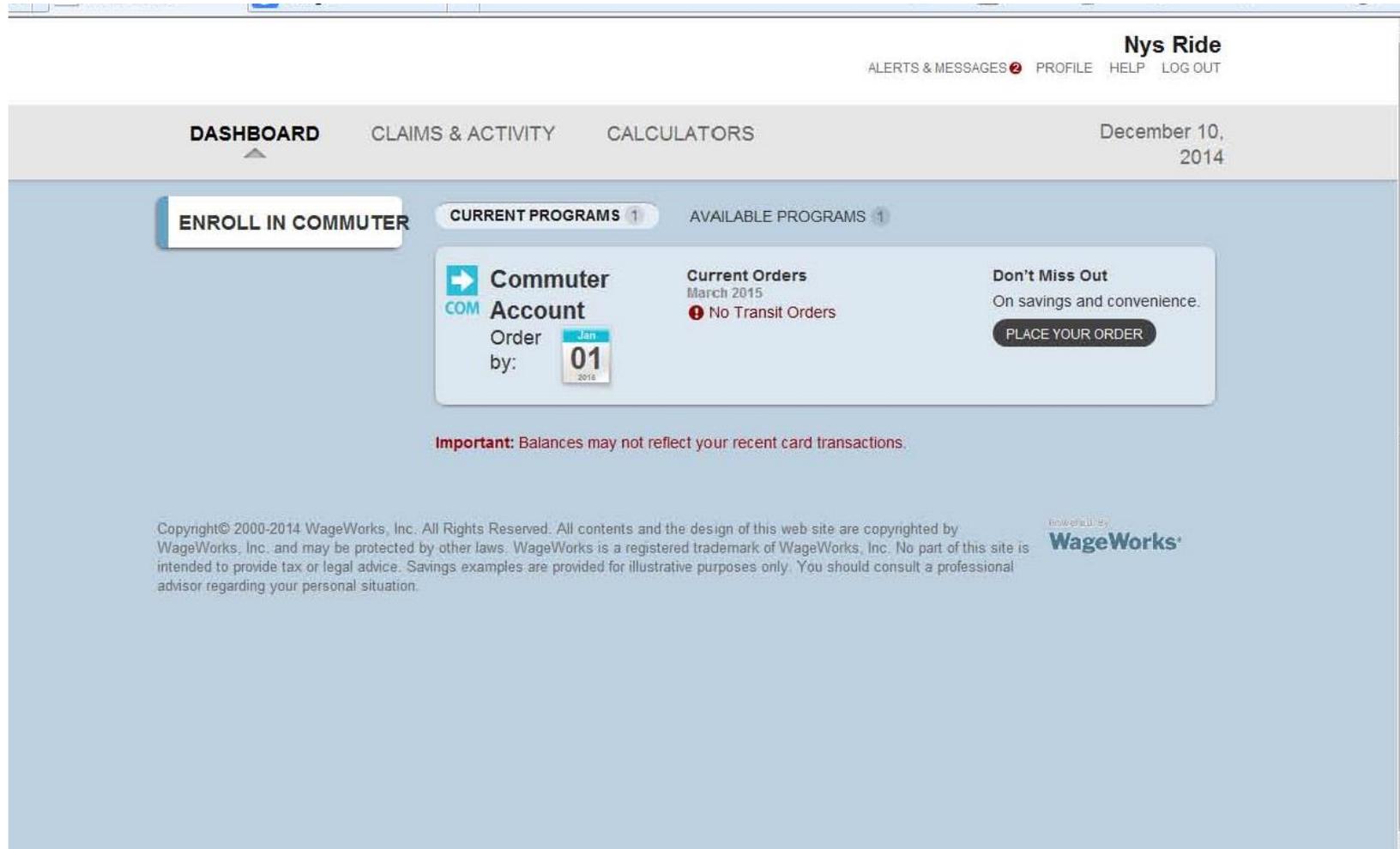
On the left side, there is a vertical navigation menu with five steps: 1. Verify, 2. Profile, 3. Agreement, 4. Confirm (highlighted in blue), and 5. Done.

The main content area is titled "Confirm Your information" and contains the following form fields:

- First Name: NYS
- Last Name: Ride
- Phone: (555) 888-1212
- E-mail: (empty)
- User Name: silently
- Password: (masked with asterisks)
- Mailing Address: 123 Any Street
- City: Albany
- State: NY
- Zip: 12208
- Work Zip: 12235
- Home Zip: 12208
- Birthday: 01/01

At the bottom of the form are four buttons: Back, Edit, Cancel, and Submit.

At the bottom of the page, there are several small text blocks and logos, including the WageWorks logo.



Nys Ride
ALERTS & MESSAGES PROFILE HELP LOG OUT

[BACK](#) **PROGRAM DETAILS** December 10, 2014

PROGRAM DETAILS

ABOUT THIS ACCOUNT

PLACE COMMUTER ORDER

VIEW PAYROLL HISTORY

[Print Current Page](#)

Commuter Account

Order by **01**
2016

March 2015 **Current Orders**
(Delivery by Feb 28, 2015)

Transit (0)
 No Transit Orders

Parking (0)
 No Parking Orders

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Nys Ride
ALERTS & MESSAGES PROFILE HELP LOG OUT

BACK PLACE COMMUTER ORDER December 10, 2014

PROGRAM DETAILS

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VIEW PAYROLL HISTORY



Commuter
Transit

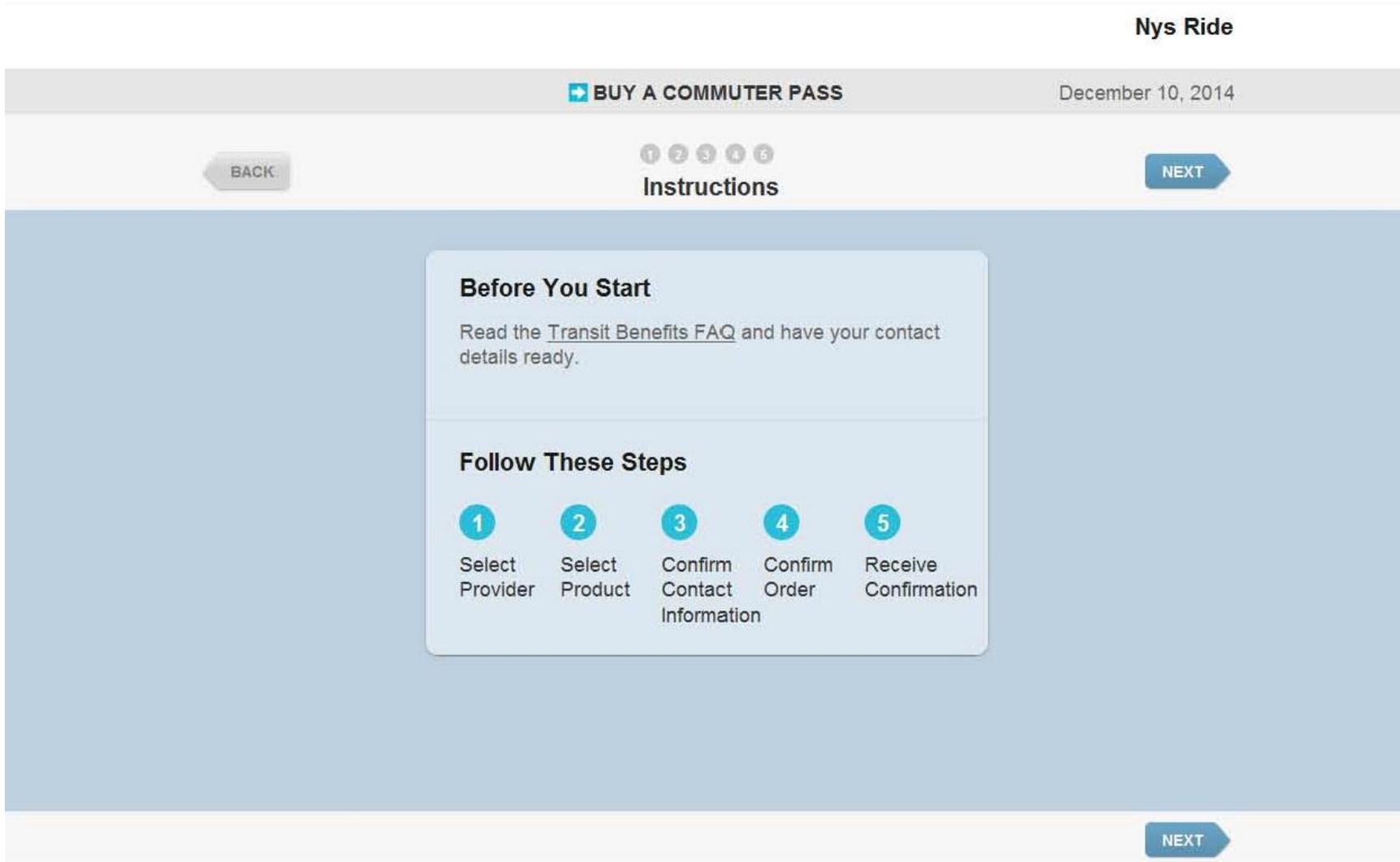
If you use public transportation to commute to work



Commuter
Vanpool

If you use a Vanpool to commute to work

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BUY A COMMUTER PASS

December 10, 2014

BACK

1 2 3 4 5

Select Operator

NEXT

SEARCH BY ZIP CODE SEARCH BY NAME

12208

SEARCH

Popular Operators (8)



Capital District Transportation ...



Bonanza Bus Lines



Amtrak - Northeast



City of Amsterdam Transportation



Schoharie County Public Transpor...



Brown Coach



Yankee Trails



Adirondacks Trailways

All Results(2)



Columbia County Public Transportation

NEXT

Nys Ride

BUY A COMMUTER PASS December 10, 2014

1 2 3 4 5
Select Product

BACK NEXT

CDTA **Capital District Transportation Authority (CDTA)**
Capital District Transportation Authority (Albany)
<http://www.cdfa.org>

5 Product(s) Available

Ten Ride Ticket Order by
01
Valid for 10 one-way rides on CDTA Bus Lines.

WageWorks Commuter Card Order by
01
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.

NX 10-Ride Pass Order by
01
Provides 10 one-way rides in specific NX zones on Upstate Transit and the CDTA.

NX 31-Day Swiper Pass Order by
01
Offers travel on the NX, seven days a week access to the rest of the CDTA route network and inclusion in the guaranteed ride home program over a 31-day period.

Rolling Swiper Pass Order by
01
Valid for 31-Day or Weekday use on CDTA services.

NEXT

Nys Ride

BUY A COMMUTER PASS December 10, 2014

← BACK 1 2 3 4 5 NEXT →

Confirm Contact Information

Mailing Address	<input type="text" value="123 Any Street"/> <input type="text"/>	<p>This address will be used for any orders or communications that we will mail to you.</p> <p>DO enter a residential address where you want to receive this mail.</p> <p>DO NOT enter your work address, a P.O. Box or a non-residential address.</p>
City	<input type="text" value="Albany"/>	
State	NY <input type="button" value="v"/>	
ZIP	<input type="text" value="12208"/> - <input type="text"/>	
Work ZIP	<input type="text" value="12235"/>	
Daytime Phone	<input type="text" value="555"/> - <input type="text" value="888"/> - <input type="text" value="1212"/> <input type="text"/>	A number where we can call for critical issues
Email	<input type="text"/>	Please enter your email address to receive time-sensitive and critical benefits information.
I confirm that this information is accurate <input type="checkbox"/>		Please review for accuracy and select the check box

NEXT →

1 2 3 4 5

BACK SUBMIT ORDER

CDTA Capital District Transportation ...

Pass	Ten Ride Ticket
Total Cost	\$13.00
Description	Ten one way tickets good on CDTA Bus lines.
Face Value	\$15.00
Book Size	10

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/Contact Info	First Benefit Month
Nys Ride 123 Any Street Albany, NY 12208 (555) 888-1212	
Change/Cancel Until	Frequency
1st of Month Two Months Prior to the Benefit Month	Every Month

[View Public Transportation & Vanpool Rules](#)

CANCEL SUBMIT ORDER