

April 4, 2018

**FACULTY STUDENT ASSOCIATION OF DOWNSTATE MEDICAL CENTER, INC.
REQUEST FOR PROPOSALS (RFP)
FOR STUDENT HEALTH INSURANCE SERVICE**

- I. GENERAL SUMMARY:** The Faculty Student Association of Downstate Medical Center, Inc. (FSA) seeks proposals from qualified Student Health Insurance brokers to provide a quality Student Health Insurance (SHI) Plan for students at SUNY Downstate Medical Center (DMC). The successful bidder must be an experienced health insurance broker, who will provide student health insurance services to the highest standards of the health insurance industry and offer an insurance plan from a carrier approved to offer a health insurance plan in New York State.

DMC has instituted a mandatory student health insurance requirement for its students. Students who are otherwise covered under alternate health insurance plan(s) are required to submit a student health insurance waiver no later than the first day of each academic semester in order to be exempt from this program.

II. BACKGROUND OF THE CAMPUS AND FSA

- A. Campus Background:** The official name of the institution is the SUNY Health Science Center at Brooklyn, and is more commonly known as Downstate Medical Center (DMC). DMC is one of four health science centers within the 64-campus State University of New York (SUNY) system. DMC is a center of innovation and excellence in research and clinical service delivery in Brooklyn, including a College of Medicine, Colleges of Nursing and Health Related Professions, a School of Graduate Studies, a School of Public Health, and an Advanced Biotechnology Park and Biotechnology Incubator.

SUNY Downstate ranks eleventh nationally in the number of alumni who are on the faculty of American medical schools. More physicians practicing in New York City have graduated from SUNY Downstate than from any other medical school. The campus includes a 376 bed teaching hospital, University Hospital of Brooklyn providing near 70,000 Emergency Room patient visits annually. DMC's Residence Hall provides capacity for 358 students with current occupancy near 230, and operates a Nurse's Residence of 72 family apartments and 36 offices. DMC's enrollment is approximately 1842 students, with approximately 5,000 faculty and staff members either directly or through its affiliated entities.

- B. FSA Background:** The Faculty Student Association of Downstate Medical Center, Inc. (FSA) was organized in 1950 to provide auxiliary services to the Downstate Medical Center campus. FSA is a not-for-profit IRS 501(c)(3) entity authorized to provide auxiliary service to the Downstate Campus by contract with the State University of New York. FSA is governed by a 16 member Board of Directors that include administrators, faculty and student representatives. FSA operates ancillary services at the DMC campus, including a bookstore, gift shop, food beverage and snack vending machines, catering services, laundry machine and other ancillary services, either directly or through subcontracts. In addition, FSA provides Trust and Agency accounting services under agreements with a number of campus related organizations.

III. CURRENT STUDENT HEALTH INSURANCE STATISTICAL INFORMATION.

A. Campus Student Enrollment. Fall 2017 student enrollment for SUNY-DMC is as

	follows: <u>Male</u>	<u>Female</u>
Undergraduate	32	165
Graduate Allied Health	72	202
Graduate Nursing	27	183
Medical	438	373
Graduate School	24	32
Public Health	<u>145</u>	<u>24</u>
Total: 1792	1108	684

1. These numbers do include the International Students (total of 25 students) and graduate students that receive health care coverage through the GSEU (Graduate Student Employees Union) and Research Foundation programs (as detailed in RFP sections VII.G and H). Bidders should be aware there might be a small number (approximately 10 or less) of graduate students who may not be covered under the GSEU program and who will therefore be participating in the mandatory program described in this RFP.

2. SUNY-DMC has no intercollegiate sports.

3. SUNY-DMC has a Student Health Service that is more fully described in the brochure. for more details, please refer to webpage:

http://sls.downstate.edu/student_affairs/insurance/index.html

B. DMC's SHI Enrollment: The current student health insurance enrollments are as follows:

Student Only	343
Student + Spouse	10
Student + Child (ren)	2

C. 2017-2018 Policy Year Claim Experience statistics as presented from the current contractor:

See following 3 pages

Paid Date: 2017-11

Date: 12/3/2017

Policy Year: 2017

Summary Utilization Report - Charge Code

Time: 09:50AM

Client Num: 202716

Client Name : SUNY - DOWNSTATE MEDICAL CENTER

Charge Code Desc	Units	Claims	Claimed	Discount	Paid	%(CL)	Basic Paid	Major Med	Basic + Major Med	Deductible
1-Inpatient										
ANESTHETIST	1	1	1,320.00	763.60	445.12	33.72	445.12	0.00	445.12	0.00
HOSPITAL MISCELLANEOUS	57	6	36,405.00	19,597.25	10,486.92	28.81	10,486.92	0.00	10,486.92	1,415.00
PHYSICIAN VISITS	7	2	2,198.80	1,378.50	656.23	29.84	656.23	0.00	656.23	0.00
PROFESSIONAL FEE	1	1	215.00	128.95	68.84	32.02	68.84	0.00	68.84	0.00
ROOM & BOARD	5	2	17,820.00	10,989.95	5,464.04	30.66	5,464.04	0.00	5,464.04	0.00
Totals :			57,958.80	32,858.25	17,121.15	29.54	17,121.15	0.00	17,121.15	1,415.00
2-Outpatient										
ANESTHETIST	4	4	7,919.25	5,700.55	1,774.96	22.41	1,774.96	0.00	1,774.96	0.00
CAT SCAN / MRI	6	5	3,983.00	2,593.41	1,389.59	34.89	1,389.59	0.00	1,389.59	0.00
DAY SURGERY	11	5	87,926.25	17,519.65	11,672.50	13.28	11,672.50	0.00	11,672.50	0.00
INJECTIONS	189	23	8,007.34	3,755.42	3,471.31	43.35	3,471.31	0.00	3,471.31	218.95
LABORATORY	447	98	59,849.63	49,053.33	10,334.21	17.27	10,334.21	0.00	10,334.21	256.09
MEDICAL EMERGENCY	1	1	1,627.22	926.41	650.81	40.00	650.81	0.00	650.81	50.00
PHYSICIAN VISITS	199	134	46,086.74	20,686.77	15,305.63	33.21	15,305.63	0.00	15,305.63	7,655.14
PHYSIOTHERAPY	130	10	9,746.00	6,065.51	2,879.49	29.55	2,879.49	0.00	2,879.49	801.00
PRESCRIPTIONS	598	142	103,492.53	50,587.70	47,593.80	45.99	47,593.80	0.00	47,593.80	5,311.03
SURGERY	33	20	58,806.13	36,329.72	13,362.43	22.72	13,362.43	0.00	13,362.43	707.95
XRAYs	41	25	10,505.27	6,622.16	3,305.61	31.47	3,305.61	0.00	3,305.61	337.50
Totals :			397,949.36	199,840.63	111,740.34	28.08	111,740.34	0.00	111,740.34	15,337.66
5-Other Charges										
CONSULTANT	5	5	1,743.00	965.05	697.95	40.04	697.95	0.00	697.95	80.00
DURABLE MED/BRACES/APP	1	1	96.43	54.74	33.35	34.58	33.35	0.00	33.35	0.00
OTHER	2	1	172.52	0.00	172.52	100.00	172.52	0.00	172.52	0.00
URGENT CARE	21	17	4,804.76	1,104.76	3,105.00	64.62	3,105.00	0.00	3,105.00	595.00
Totals :			6,816.71	2,124.55	4,008.82	58.81	4,008.82	0.00	4,008.82	675.00

Paid Date: 2017-11

Date: 12/3/2017

Policy Year: 2017

Summary Utilization Report - Charge Code

Time: 09:50AM

Client Num: 202716

Client Name : SUNY - DOWNSTATE MEDICAL CENTER

Charge Code Desc	Units	Claims	Claimed	Discount	Paid	%(CL)	Basic Paid	Major Med	Basic + Major Med	Deductible
6-Non-Service Charges										
ADJUSTMENTS	0	2	0.00	0.00	225.27	0.00	225.27	0.00	225.27	0.00
Totals :			0.00	0.00	225.27	0.00	225.27	0.00	225.27	0.00
Grand Totals :			462,724.87	234,823.43	133,095.58	28.76	133,095.58	0.00	133,095.58	17,427.66

Paid Date : 2017-11

Date: 12/3/2017

Policy Year: 2017

Summary Utilization Report - Cause Code

Time: 09:50AM

Client Number: 202716

Client Name : SUNY - DOWNSTATE MEDICAL CENTER

Claims Cause Code Desc	Claims	Claimed	Discount	Paid	%(CL)	Basic Paid	Major Med	Basic + Major Med	Deductible
ALLERGY	3	3,116.00	1,360.93	1,285.74	41.26	1,285.74	0.00	1,285.74	258.95
CIRCULATORY SYSTEM	3	1,692.00	1,058.81	558.19	32.99	558.19	0.00	558.19	75.00
CONGENITAL ANOMALIES	1	3,247.00	2,617.05	508.98	15.68	508.98	0.00	508.98	20.00
DIAGNOSTIC INFO UNAVAIL.	3	4,769.48	3,777.72	918.96	19.27	918.96	0.00	918.96	0.00
DIGESTIVE SYSTEM	22	103,597.20	69,744.86	26,773.51	25.84	26,773.51	0.00	26,773.51	1,244.00
DISEASES OF THE BLOOD	2	2,600.00	1,796.85	970.31	37.32	970.31	0.00	970.31	0.00
ENDOC/NUTRIT/METAB/IMMUN	11	11,451.90	9,711.04	1,600.86	13.98	1,600.86	0.00	1,600.86	140.00
FRACTURES/DISLOCATIONS	2	663.00	393.66	249.34	37.61	249.34	0.00	249.34	20.00
GENITOURINARY SYSTEM	16	12,181.06	8,032.80	3,453.26	28.35	3,453.26	0.00	3,453.26	695.00
ILLNESS OF NEWBORN INFANT	1	247.17	140.22	86.95	35.18	86.95	0.00	86.95	20.00
INFECTIOUS/PARASITIC	5	1,740.00	1,157.81	465.85	26.77	465.85	0.00	465.85	100.00
INTERNAL INJ/OPEN WOUND	1	225.00	76.51	128.49	57.11	128.49	0.00	128.49	20.00
LEDGER, FEES, RX	1	172.52	0.00	172.52	100.00	172.52	0.00	172.52	0.00
MATERNITY	2	1,737.72	1,164.56	463.53	26.67	463.53	0.00	463.53	20.00
MENTAL DISORDERS	18	10,348.00	3,614.06	2,913.34	28.15	2,913.34	0.00	2,913.34	2,743.00
MUSCULOSKELETAL SYSTEM	20	119,696.38	33,652.15	18,947.15	15.83	18,947.15	0.00	18,947.15	2,531.32
NEOPLASMS/TUMORS	12	12,260.85	5,906.84	5,195.35	42.37	5,195.35	0.00	5,195.35	160.00
NERVOUS SYS/SENSE ORGANS	4	725.00	236.01	487.10	67.19	487.10	0.00	487.10	60.00
POISONING/EXTERNAL CAUSES	1	188.36	63.36	90.00	47.78	90.00	0.00	90.00	35.00
RESPIRATORY SYSTEM	8	4,923.17	2,334.03	1,749.71	35.54	1,749.71	0.00	1,749.71	457.73
ROUTINE	46	38,122.59	26,139.09	10,006.35	26.25	10,006.35	0.00	10,006.35	881.74
SKIN/SUBCATANEOUS TISSUE	21	10,156.45	5,446.04	3,499.82	34.46	3,499.82	0.00	3,499.82	1,135.00
SPRAINS/STRAINS	1	290.00	154.00	70.00	24.14	70.00	0.00	70.00	66.00
SUPERFICIAL INJURY	1	600.00	140.00	390.00	65.00	390.00	0.00	390.00	70.00
SYMPTOMS/ILL-DEFINED COND	135	117,974.02	56,105.03	52,110.27	44.17	52,110.27	0.00	52,110.27	6,674.92
Totals :		462,724.87	234,823.43	133,095.58	28.76	133,095.58	0.00	133,095.58	17,427.66

Paid Date : 2017-11

Policy Year: 2017

Client Num: 202716

Summary Claims Detail Report

Date: 12/3/2017

Time: 09:50AM

Client Name : SUNY - DOWNSTATE MEDICAL CENTER

Client Num	Insured Type	Premium	Paid	Loss Ratio
202716	STU	1,202,685.00	127,416.23	10.59
	CHI	7,733.00	3,807.47	49.24
	SPO	34,595.00	1,871.88	5.41

Dollar Range	Claimed
0-0	0.00
1-99	1,229.76
100-250	13,906.58
251-1000	77,083.45
1001-2500	85,502.69
2501-5000	65,875.54
5001-10000	21,414.96
10001-15000	0.00
15001-50000	99,959.37
50001-UP	97,580.00
Group Ledger Billing	172.52

Dollar Range	Paid
0-0	0.00
1-99	6,026.43
100-250	14,957.53
251-1000	37,949.43
1001-2500	20,041.74
2501-5000	11,161.13
5001-10000	16,116.92
10001-15000	26,669.88
15001-50000	0.00
50001-UP	0.00
Group Ledger Billing	172.52

Age	Paid
0-17	3,807.47
18	0.00
19	0.00
20	0.00
21	142.92
22	971.54
23	1,773.54
24	1,670.25
25	20,910.83
26	25,854.55
27	33,274.03
28	18,081.42
29	6,863.56
30 +	19,572.95
No DOB	172.52

IV. GENERAL TERMS OF CONTRACT TO BE AWARDED: The successful bidder shall be awarded a contract that will include the standard contract clauses presented in EXHIBIT A and customary commercial business insurance presented in Exhibit C.

A. FSA is the agent for the solicitation of proposals, specification of plan requirements, negotiation of plan terms, selection of a plan provider, and monitoring and requiring compliance with the plan terms for the SHI Plan on behalf of the covered students at DMC. FSA, in consultation with the Office of Student Affairs as FSA's designee for routine daily administration and management issues relating to SHI matters. FSA's agency shall not be in derogation of any covered person's right to appeal determinations made under the plan or to otherwise enforce the terms of the plan. FSA shall be the agent for payment of SHI premiums funded in full by the SHI premiums collected from enrolled students who have not filed a waiver. Neither New York State nor SUNY, nor DMC shall be a party to any agreement between FSA and the successful bidder. The Successful Bidder and or its designee (which shall be identified in the bid) shall be solely responsible for the administration of the SHI Plan.

B. It is FSA's intention to award a three-year contract with an option for renewal for additional two one-year periods upon mutual consent of the parties. On or before March 1st of each successive year of the contract term, FSA and the successful bidder shall meet to determine any required changes to the SHI policy to be offered, and policy premium to be paid by covered students based solely on the respective underlying carrier policy renewal or carrier premium changes. In the absence of a mutual agreement, the terms and amounts set forth in the most current agreement shall remain in full force and effect.

V. BID PROPOSAL DUE DATE: FSA shall accept proposals that are presented to the FSA Business Office on or before the deadline of **1 PM (local time) on Friday, May 4, 2018**. Bidders must allow sufficient time for Postal Service or Express Delivery service to meet the bid deadline.

A. All bids shall be tightly sealed in envelopes marked "**SEALED BID: DO NOT OPEN BEFORE 1 PM on Friday, May 4, 2018.**" on the outside envelope. Bids are to be mailed to FSA at the following

MAILING ADDRESS:

Faculty Student Association, Box 1219

SUNY Downstate Medical Center

450 Clarkson Avenue

Brooklyn, New York 11203-2098

B. Proposals may also **be hand delivered** to the FSA Business Office, located in the **Student Center, Room 2-09, at 394 Lenox Road in Brooklyn New York** (this is NOT a mailing address). All bids will be publicly opened at the FSA Business Office starting at **1 PM on May 4, 2018**

C. Bidders are required to submit one (1) complete hard copy of their bid proposal by the above Bid Due Date, as well as provide one (1) one complete electronic version. Bidders may transmit the electronic version either:

- On a flash drive, delivered with their proposal by the Due Date/Time.
- Bidders may alternatively submit its **hard copy bid proposal by the above required Bid Due Date** then transmit electronic copy via email **AFTER the above bid opening** date/time.

The process for questions on this document (question deadline 4/20/2018) is detailed in section IX.

VI. PROPOSALS REQUIREMENTS:

A. BIDDER'S PROFILE: This invitation to bid is designed to obtain complete data from each bidder so as to enable the FSA to determine which bidder is best able to meet and provide all the services which will be considered in the award of this contract. As such, each bidder must furnish as part of this bid a complete description of capabilities in the field of SHI. Omission, inaccuracy or misstatement may be sufficient cause for rejection of the bid. The bidder's profile must be included with all proposals and shall include the following information:

1. Name, business office street address, telephone and fax number, eMail address, and website address of the bidder (or bidder's company). If the bidder is a corporation, list the names of all owners or officers of the bidder's corporation, including any parent and subsidiary companies.
 2. A list of similar student health insurance services and campus locations where the bidder is currently providing or has provided such services, highlighting campuses with graduate level medical and health care profession students. Give name, address, and telephone number of a contact person at each location. Give the length of time, type of insurance, number of students covered and plan type, and annual premium at each location. FSA recognizes that the annual premiums are predicated on policy terms that differ widely from campus to campus.
 3. A list of any and all campus locations at which the BIDDER has discontinued providing student health insurance service within the past 24 months (2 years), either by contract expiration or termination. Include date and reason for termination, contact person's name, address and telephone number.
 4. Types of customer service the bidder will offer, including the availability to provide a toll-free telephone access, particularly between 12 noon-9 p.m. EST. Include information regarding how students can discuss claims processing questions or claim disputes.
 5. Sample claim letters which are sent back to the student following processing of a claim which indicate what information the student will receive regarding the percentage paid on each item on the bill and any reason for rejection.
 6. Statements describing how students enrolled in the plan are to submit claims or receive benefits.
 7. The company's average claim processing time (in number of calendar days).
 8. The bidder shall identify the person(s) and/or firm(s), which shall administer and pay claims under the plan.
 9. Bidders shall identify all underwriting insurers for the various benefits under the plan, any and all group managed care providers under the plan, and provide a participating provider list for the New York City Metropolitan area for the proposed plan(s). An online website of said provider listings is acceptable.
 10. Any other such information as the bidder deems appropriate for consideration by FSA.
 11. For this RFP process, bidders who have already completed a NYS OSC Vendor Responsibility Questionnaire and/or registered as a NYS vendor are asked to provide their NYS Vendor ID number (this is NOT your company's Federal tax Identification number) on the EXHIBIT B Bid Sheet. The successful bidder, as a company doing business on a State University of New York campus, may need to additionally:
 - a. Complete a NYS Vendor Responsibility Questionnaire through the NYS Office of the State Controller (OSC). For more information, forms & online enrollment, go to: [OSC Vendor Responsibility Link](http://www.osc.state.ny.us/vendrep/index.htm) . <http://www.osc.state.ny.us/vendrep/index.htm>
 - b. Register /maintain their company information on the on NYS VendRep System. More info, go to [NYS-OSC Vendor Website Link](http://www.osc.state.ny.us/vendors/index.htm) . <http://www.osc.state.ny.us/vendors/index.htm>
 12. Bidder must complete and attach EXHIBIT B (the Bid Sheet, Page 1 certification and page 2 Excel format document (see section VI.C below).
- B. Exceptions To Any Specification:** Bidders may propose to FSA deviations or modifications to the terms of this RFP as part of their proposal. Any and all deviations or modifications to the RFP requirements must be clearly highlighted by section number in the bidder's cover letter, and presented as part of the bidder's proposal to FSA. However, FSA may agree to accept or deny the bidder's proposed deviations or modifications. Any and all acceptances of successful bidder's proposed changes shall be incorporated into the final contract to be executed by the parties.
- C. Primary and Additional Options Presented by Bidder:** All Bidders shall use the Bid Sheet (EXHIBIT B) to identify policy and premium rates based on the minimum policy specifications in Section VII.L. At the bidder's option, bidders may propose additional alternative proposals they seek to have considered, specifying the relevant policy changes being proposed. The Bid Sheet (Exhibit B) Excel format provides a column for the bidder's Primary Proposal based on the minimum policy requirement/specifications, as well as space for bidders up to four additional optional plans. The Excel format document can be duplicated if bidders are proposing more than four additional options for consideration.

- D. Identify All FOIL Protections:** In the event that FSA, or DMC is requested under New York Freedom of Information Law (“FOIL”) to disclose any terms of Vendors’ Proposal, FSA or DMC shall provide Vendors with written notice of the same, and provide each Vendor with a reasonable opportunity to seek a protective order prior to making such disclosure, or to designate those portions of the Proposal which it believes are exempt from disclosure under FOIL as “trade secrets” or which, if disclosed, would cause substantial injury to the Vendors competitive position. Nothing in this paragraph, however, shall be deemed to preclude FSA from exercising its best judgment with respect to its obligations under FOIL.

VII. GENERAL SPECIFICATIONS OF THE BID: All proposals must comply with all applicable rules, regulations, and amendments of the Insurance Department of the State of New York, and must be consistent with the Insurance Law of the State of New York as well as federal Health Insurance Portability and Accountability Act regulations.

- A.** Bidders may propose indemnity programs or point of service programs or managed health care programs. Quotations on the maximum benefit of dollars and covered medical expenses are required.
- B.** The successful Bidder will make available preferably on-line to FSA or its designee on **8/1/2018**, and each successive anniversary, a brochure in electronic format describing the plan, for posting on the appropriate DMC website, and electronic notification distributed to all students with the Entering Student Information Portfolios or Continuing Student Registration Packages. The successful bidder shall provide to FSA or its designee a draft copy of said brochure for review, comments and revisions before posting.
- C.** The successful bidder must issue Insurance Identification cards directly to all students enrolled in the plan as soon as possible and not later than 30 days following the receipt of student enrollment roster from FSA or FSA designee.
- D.** Students shall have a 52-week period from the date of illness or injury in which to submit their claims.
- E.** Successful Bidder will maintain and provide utilization and claims report to FSA or FSA’s designee on a quarterly basis.
- F. DMC’s Academic Calendar/ Impact on SHI.** Prospective Bidders and carriers shall note that DMC’s academic calendar varies by DMC College program, but share a common SHI policy term effective dates, requiring the following provisions:
- 1.** It is intended that students who need to enroll in the plan at other times after the base policy term, will be permitted to do so and will submit a pro-rated premium payment. Bidders are requested to suggest program administration process details for such circumstances. Coverage for such additional enrollees would begin on the date of enrollment and shall expire on the expiration of the base policy term. The successful bidder shall issue insurance identification cards for said enrollees within 30 days from the transmittal of enrollment to the successful bidder. Bidders must identify their method for calculating such pro-rated premiums.
 - 2.** As a result of academic program calendar variations, student’s campus billing payment due dates do vary. For the fall semester, student billing due dates in different academic programs vary between mid-August and early September. For the Spring semester, the DMC billing payment due dates are 3-4 weeks following the January 1 SHI policy enrollment date. As such, the successful bidder shall allow for retroactive adjustments to the enrollment roster, at no financial penalty to the enrollee or FSA, of up to 60 days from the policy effective date based on these academic calendar and payment due dates.
- G.** Non-resident students (students who are international students on F-1 or J-1 visas) will not be covered under this domestic student insurance plan. Said international students are covered under a SUNY-wide international student health insurance policy.
- H.** Graduate students who are paid Graduate Teaching or Research Assistants are eligible for participation in a separate employee based health insurance plan as members of the Graduate Student Employees Union (GSEU) and / or the Research Foundation of SUNY. This is part of their bargaining agreement and as such is

not part of this mandatory health insurance program. If a graduate student is not participating in a health insurance plan through GSEU or Research Foundation of SUNY, then that student will be treated the same as any other student who does not submit the required waiver; they will be billed for the mandatory insurance program.

- I. Any optional vision, dental, and major medical expense benefit program may be included in the bidder's proposal.
- J. Bidders must define student eligibility requirements and exclusion clauses in their proposal.
- K. Worldwide coverage, 24 hours per day is required for covered students.
- L. **Insurance Policy Minimum Specifications** must be no less than those presently offered as outlined in DMC's existing SHI plan: http://sls.downstate.edu/student_affairs/insurance/index.html
The current SHI policy coverages reflect an acceptable minimum coverage. It is expected that proposals by prospective vendors be consistent with, but not less than, the benefits of the current plan.
- M. All Proposals must be compliant with the Family Education Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA").
- N. It is anticipated that bidders will be able to provide guidance from their prior experience in student health insurance programs as to the most effective and efficient systems in which to administer this program.
- O. Bidders are encouraged to offer suggestions to further enhance the program based on their experience in the industry as a supplement to their responses.
- P. Other policy administrative specifications:
 - 1. Refunds of the policy premium shall only be permitted under the following circumstances: a retroactive adjustment of the enrollment roster within 60 days (as indicated in Section VII.F.2); a student graduates, withdraws, is expelled, or takes a leave of absence during the enrollment period and does not wish to remain enrolled (refunds to the nearest month); or a student is accepted into a state-sponsored insurance program such as Medicaid (refunds to the nearest month). There shall be no other refunds of the policy premium, and coverage for the policy term shall remain in effect through the next enrollment period except in the circumstances described in this paragraph. Note that refunds shall be returned to the FSA or credited to the next monthly bill and not returned directly to the enrollee.
 - 2. The mandatory policy premium shall be billed to all students together with all SUNY-DMC charges on the student's bill for tuition that they receive from SUNY-DMC.
 - 3. On or before the 30th day following the start of each academic semester, a roster of enrolled students will be transmitted to the successful bidder. Bidders are requested to identify, the exact information (data for each enrollee) required to be included on said roster. Bidders are requested to detail their procedures for adjustments which may, due to error, be necessary to said roster as well as bidder's suggested provisions for any new mid- academic year entering students (see Section VII.F).
 - 4. Bidders must identify their process for invoicing policy premium amounts. Subject to acceptable program administration details suggested by the bidders, FSA anticipates that payments received from the enrolled students shall be transmitted to the successful bidder within 30 days following the receipt of the successful bidder's verified invoice. Successful bidders should be aware that as a mandatory fee program, the premium is eligible under financial aid programs and the payment is received from the student upon their receipt of the said financial aid which can occur at any time. Successful bidder is responsible for reconciling enrollee's list and DMC Bursar's payments (provided by FSA or FSA designee) versus carrier's premium invoices (provided through the Successful Bidder) pursuant to Sections VII.F.1 and 2.
 - 5. The Bidders must include an annual administration fee to be paid to FSA in their proposed policy premium rate (to be inserted on EXHIBIT B; Bid Sheet). The minimum bid amount for the annual administrative fee is \$10,000.00. On or before March 1st of each successive year, FSA and the

successful bidder shall meet to review the program, make any future policy changes, revisions to how the program is administered.

6. In addition to the mandatory student health insurance program, the plan should allow students the option to purchase additional insurance to cover their spouse or domestic partner (Student + Spouse or domestic partner), or to cover the student and their other dependents (Student + Family). Bidders shall separately identify on EXHIBIT B the additional cost to the students for these optional coverage programs. Said Optional programs will be billed directly by the successful bidder to the student and paid directly by the student to the successful bidder.
7. The successful bidder shall provide, at no additional cost to FSA, an on-line verification system for students to submit their alternative health insurance information to qualify for a waiver of coverage. Students may only waive coverage if they have obtained a plan with comparable benefits at the beginning of any enrollment period or by the bill deadline for their respective academic program in the Fall or Spring semester, whichever comes second, by submitting a waiver request to the successful bidder. Bidder shall notify FSA, or FSA's designee, of the students who are approved for waivers, following their verification, within 2-3 business days following the request. Only students who are approved for a state-sponsored health insurance program (such as Medicaid) will be permitted to waive coverage in between enrollment periods (as defined in Section VII.P.1).

VIII. PROPOSAL EVALUATION PROCESS: After considering the information provided by the bidders a review will be made of the various bidders proposals. An evaluation will be made in consultation with the campus Student Health Advisory Committee (SHAC), of various factors including but not limited to the extent of coverage offered, plan's participating providers, the premium cost, the bidder's experience in student health insurance services, the proposed carriers participating providers, bidder's operational ability to serve the SUNY Downstate Medical Center's students, and bidders proposed commission. Consideration will also be given to bidder's reputation regarding prompt response to customer complaints, dependability, financial stability and other industry standards in regard to the provision of health insurance. Premium cost and annual administration fee paid to FSA may not be the sole determinative factors in evaluating bids as FSA is not obligated to accept the lowest bid. FSA may choose the plan, which, in its sole discretion, determines best to serve the needs of the students at SUNY-DMC.

- A. The FSA reserves the right to waive any and all bid requirements and to not award a contract should the interest of the FSA and/or the campus so dictate. FSA reserves the right in its sole and absolute discretion to reject any or all proposals received in response to this RFP and may in its sole discretion re-solicit Requests for Proposals.

IX. QUESTIONS ON THIS DOCUMENT: For further information, questions, or concerns on this RFP, please contact by telephone or in writing:

Madiha Akhtar, PhD
Assistant Vice President for Student Affairs
SUNY Downstate Medical Center
Office for Student Affairs BSB 1-114
450 Clarkson Avenue Box 85
Brooklyn, New York 11203-2098
Telephone: (718) 270-2187
Fax: (718) 270-7592
Or via e-mail at: Madiha.Akhtar@downstate.edu

Bidder Question Deadline is 5pm on April 20, 2018. All questions shall be submitted via eMail to Madiha.Akhtar@downstate.edu by 5pm on 4/12/2018. All substantive questions from bidders, and their answers from FSA, shall then be summarized and eMailed to all bidders who have directly received this initial RFP document from FSA. Bidders who have received this RFP from any other source must contact Ms. Akhtar to be added to FSA's prospective bidders list in order to receive any/all RFP updates and such question/answer communications from FSA.

X. RFP Attachments:

- EXHIBIT A - Standard Auxiliary Service Corporation Contract Clauses
- EXHIBIT B - Bid Forms to be returned with Bidder's Proposal:
- EXHIBIT C - Sample Certificate of Insurance to be required from Successful Bidder.

Exhibit A
FSA Standard Sub-Contractor Clauses

- I. The contract shall be between the auxiliary service corporation, (hereinafter referred to as "Corporation") and the successful vendor who will be a subcontractor of the Corporation (hereinafter referred to as "Contractor"), and neither the State University of New York nor the State of New York shall be parties to this contract.
- II. The Contractor shall save, keep harmless and defend the State of New York, the State University of New York and the Corporation against any and all liability for claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property, whether owned by State University of New York or otherwise, occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting in whole or in part from the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, subcontractors or representatives of Contractor. In the event insurance is provided by the Contractor under this agreement the Corporation, the Campus, the State University of New York and the State of New York shall be included as additional insureds.
- III. This contract is a subcontract for services by the Corporation and as such is subject to the provisions of the underlying contract and any amendments thereof between State University of New York and the Corporation, and termination of the underlying agreement in whole or applicable part by State University of New York for any reason whatsoever shall cause the simultaneous termination of this subcontract without penalty of any kind.
- IV. This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the Corporation and any attempts to assign the contract without the Corporation's written consent are null and void.
- V. This contract shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the life of this contract or for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- VI. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, 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 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 for any violation of this provision as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
- VII. 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.
- VIII. If this contract was awarded based upon the submission of bids, Contractor (Bidder) certifies, and each person signing on behalf of the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not be knowingly disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- IX. 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. FSA and any other person or entity authorized to conduct an examination of this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. FSA 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 FSA, 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, FSA's right to discovery in any pending or future litigation.
- X. FSA shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, FSA'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 FSA 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 FSA for any other reason.
- XI. In addition to the methods of service allowed by the NY Civil Practice Law and 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 Contractors actual receipt or process or upon FSA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Service by FSA to the last known address shall be sufficient. Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.
- XII. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- XIII. 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.
- XIV. As a subcontractor of FSA, the Contractor shall comply with all requirements set forth in the attached SUNY Exhibit A and A-1.
- XV. 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 EXHIBIT A, the terms of this EXHIBIT A shall control.

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "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. **PROHIBITION AGAINST ASSIGNMENT**

Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

3. **COMPTROLLER'S APPROVAL.** (a) In

accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000; (v) contracts for real property transactions if the contract value exceeds \$50,000; (vi) all other contracts not listed in Paragraph 3(a) above, if the contract value exceeds \$50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein. 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.

(c) Any contract that requires Comptroller approval

shall not be valid, effective or binding upon the State University until it has been approved by the Comptroller and filed in the Comptroller's office.

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 SUNY of any SUNY-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 on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief 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 SUNY a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.**

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

9. **SET-OFF RIGHTS.** The State shall have all of

its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies 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, 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 SUNY and its representatives and entities involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. SUNY 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 SUNY 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, SUNY's or the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

Identification Number(s). Every invoice or New York State Claim for Payment submitted to the State University of New York 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 University of New York 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 State University of New York 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.

(a) 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, 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:

(1) The Contractor will not discriminate against employees or applicants for employment because

of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(2) at SUNY's request, 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

(3) 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.

(b) Contractor will include the provisions of "1", "2" and "3", 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 sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY 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, SUNY 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 Exhibit A, the terms of this Exhibit A shall control.

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

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

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

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each

and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, 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 Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have 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(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992.

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St., 7th Floor
Albany, NY 12245
Tel: 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 SUNY;

(b) The Contractor has complied with the Federal Equal Employment 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 Search 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 SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY 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 of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, 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, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. 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.

26. 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 SUNY 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 SUNY determines that such action is in the best interests of the State.

27. 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/reqs/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.

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

28. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

29. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

1. DEFINITIONS. The following terms shall be defined in accordance with Section 310 of the Executive Law:

STATE CONTRACT herein referred to as "State Contract", shall mean: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000.00), whereby the State University of New York ("University") is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or an combination of the foregoing, to be performed for, or rendered or furnished to the University; (b) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; and (c) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University as an 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.

SUBCONTRACT herein referred to as "Subcontract", shall mean any agreement for a total expenditure in excess of \$25,000 providing for services, including non-staffing expenditures, supplies or materials of any kind between a State agency and a prime contractor, in which a portion of the prime contractor's obligation under the State contract is undertaken

or assumed by a business enterprise not controlled by the prime contractor.

WOMEN-OWNED BUSINESS ENTERPRISE herein referred to as "WBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more United States citizens or permanent resident aliens who are women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars (\$3,500,000), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

A firm owned by a minority group member who is also a woman may be certified as a minority-owned business enterprise, a women-owned business enterprise, or both, and may be counted towards either a minority-owned business enterprise goal or a women-owned business enterprise goal, in regard to any Contract or any goal, set by an agency or authority, but such participation may not be counted towards both such goals. Such an enterprise's participation in a Contract may not be divided between the minority-owned

business enterprise goal and the women-owned business enterprise goal.

MINORITY-OWNED BUSINESS ENTERPRISE herein referred to as "MBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more minority group members; (b) an enterprise in which such minority ownership is real, substantial and continuing; (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars (\$3,500,000.00), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

MINORITY GROUP MEMBER shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America. (d) Asian and Pacific Islander persons having origins in any

of the Far East countries, South East Asia, the Indian Subcontinent or Pacific Islands.

CERTIFIED ENTERPRISE OR BUSINESS shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law. A business enterprise which has been approved by the New York Division of Minority & Women Business Development (“DMWBD”) for minority or women-owned enterprise status subsequent to verification that the business enterprise is owned, operated, and controlled by minority group members or women, and that also meets the financial requirements set forth in the regulations.

2. TERMS. The parties to the attached State Contract agree to be bound by the following provisions which are made a part hereof (the word "Contractor" herein refers to any party other than the University:

1(a) Contractor and its Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For these purposes, affirmative action 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.

(b) Prior to the award of a State Contract, the Contractor shall submit an equal employment opportunity (EEO) policy statement to the University within the time frame established by the University.

(c) As part of the Contractor's EEO policy statement, the Contractor, as a precondition to entering into a valid and binding State Contract, shall agree to the following in the performance of the State Contract: (i) The Contractor will not discriminate

against any employee or applicant for employment, will undertake or continue existing programs of affirmative action 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 on State Contracts;(ii) 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;(iii) At the request of the University 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, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) Form 108 - Staffing Plan To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. 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.

(e) Form 112 - Workforce Employment Utilization Report (“Workforce Report”)

(i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to SUNY 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.

(ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

(iii) 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.

(f) Contractor shall comply with the provisions of the Human Rights Law, 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.

(g) The Contractor shall include the provisions of this section in every Subcontract in such a manner that the requirements of the provisions will be binding upon each Subcontractor as to work in connection with the State Contract, including the requirement that Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the Contractor information on the ethnic background, gender, and Federal occupational categories of the employees to be utilized on the State Contract.

(h) To ensure compliance with the requirements of this paragraph, the University shall inquire of a Contractor whether the work force to be utilized in the performance of the State Contract can be separated out from the Contractor's and/or Subcontractors' total work force and where the work of the State Contract is to be performed. For Contractors who are unable to separate the portion of their work force which will be utilized for the performance of this State Contract, Contractor shall provide reports describing its entire work force by the specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

(i) The University may require the Contractor and any Subcontractor to submit compliance reports, pursuant to the regulations relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the State Contract is executed.

(j) If a Contractor or Subcontractor does not have an existing affirmative action program, the University may provide to the Contractor or Subcontractor a model plan of an affirmative action program.

Upon request, the Director of DMWBD shall provide a contracting agency with a model plan of an affirmative action program.

(k) Upon request, DMWBD shall provide the University with information on specific recruitment sources for minority group members and woman, and contracting agencies shall make such information available to Contractors

3. Contractor must provide the names, addresses and federal identification numbers of certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State Contract and a description of the Contract scope of work which the Contractor intends to structure to increase the participation by Certified minority- and/or women-owned business enterprises on the State Contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract which the Contractor intends to be performed by a certified minority- or woman-owned business enterprise. In the event the Contractor responding to University solicitation is joint venture, teaming agreement, or other similar arrangement that includes a minority- and women owned business enterprise, the Contractor must submit for review and approval: i. the name, address, telephone number and federal identification of each partner or party to the agreement; ii. the federal identification number of the joint venture or entity established to respond to the solicitation, if applicable; iii. A copy of the joint venture, teaming or other similar arrangement which describes the percentage of interest owned by each party to the agreement and the value added by each party; iv. A copy of the mentor-protégé agreement between the parties, if applicable, and if not described in the joint venture, teaming agreement, or other similar arrangement.

4. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN.

The University shall determine whether Contractor has made conscientious and active efforts to employ and utilize minority group members and women to perform this State Contract based upon an analysis of the following factors:

(a) Whether Contractor established and maintained a current list of recruitment sources for minority group members and women, and whether Contractor provided written notification to such recruitment sources that contractor had employment opportunities at the time such opportunities became available.

(b) Whether Contractor sent letters to recruiting sources, labor unions, or authorized representatives of workers with which contractor has a collective bargaining or other agreement or understanding requesting assistance in locating minority group members and women for employment.

(c) Whether Contractor disseminated its EEO policy by including it in any advertising in the news media, and in particular, in minority and women news media.

(d) Whether Contractor has attempted to provide information concerning its EEO policy to Subcontractors with which it does business or had anticipated doing business.

(e) Whether internal procedures exist for, at a minimum, annual dissemination of the EEO policy to employees, specifically to employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. Such dissemination may occur through distribution of employee policy manuals and handbooks, annual reports, staff meetings and public postings.

(f) Whether Contractor encourages and utilizes minority group members and women

employees to assist in recruiting other employees.

(g) Whether Contractor has apprentice training programs approved by the N.Y.S. Department of Labor which provides for training and hiring of minority group members and women.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor.

5. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Based upon an analysis of the following factors, the University shall determine whether Contractor has made good faith efforts to provide for meaningful participation by minority-owned and women-owned business enterprises which have been certified by DMWBD:

(a) Whether Contractor has actively solicited bids for Subcontracts from qualified M/WBEs, including those firms listed on the Directory of Certified Minority and Women-Owned Business Enterprises, and has documented its good faith efforts towards meeting minority and women owned business enterprise utilization plans by providing, copies of solicitations, copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publications of such advertisements; dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the University, with certified minority- and women-owned business enterprises, and the reasons why any such firm was not selected to participate on the project.

(b) Whether Contractor has attempted to make project plans and specifications available to firms who are not members of associations with

plan rooms and reduce fees for firms who are disadvantaged.

(c) Whether Contractor has utilized the services of organizations which provide technical assistance in connection with M/WBE participation.

(d) Whether Contractor has structured its Subcontracts so that opportunities exist to complete smaller portions of work.

(e) Whether Contractor has encouraged the formation of joint ventures, partnerships, or other similar arrangements among Subcontractors.

(f) Whether Contractor has requested the services of the Department of Economic Development (DED) to assist Subcontractors' efforts to satisfy bonding requirement.

(g) Whether Contractor has made progress payments promptly to its Subcontractors.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor. It shall be the responsibility of Contractor to ensure compliance by every Subcontractor with these provisions.

6. MWBE Utilization Plan.

(a) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan prior to the execution of the contract.

(b) MWBE Utilization Plan (Form 7557-107).

Contractors are required to submit a Utilization Plan on Form 7557-107 with their bid or proposal. Complete the following steps to prepare the Utilization Plan:

- i. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
- ii. insert a description of the contract scope of work which the Contractor intends to structure to increase the

participation by NYS Certified minority- and women-owned enterprises on the State contract;

- iii. insert the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract which the Contractor intends to be performed by a NYS Certified minority- or women-owned business; and

(c) Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and during the term of the contract must be reported on a revised MWBE Utilization Plan and submitted to the SUNY University-wide MWBE Program Office.

(d) The University will review the MWBE Utilization Plan and will issue the Contractor a written notice of acceptance or deficiency within twenty (20) day of its receipt. A notice of deficiency shall include the:

- i. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
- ii. name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals;
- iii. reasons why it is not an acceptable element of the Contract scope of work which the MWBE Program Office has determined can be reasonably structured by the Contractor to increase the likelihood of participation in the Contract by MWBEs; and
- iv. other information which the MWBE Program Office determines to be relevant to the MWBE Utilization Plan.

(e) The Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the University a written remedy in response to the notice of deficiency.

i. If the written remedy that is submitted is not timely or is found to be inadequate, the University-wide MWBE Program Office shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for partial or total waiver of MWBE participation goals on forms provided by the University-wide MWBE Program Office.

ii. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

(f) The University may disqualify a Contractor as being non-responsive under the following circumstances:

i. If a Contractor fails to submit a MWBE Utilization Plan;

ii. If a Contractor fails to submit a written remedy to a notice of deficiency in a MWBE Utilization Plan;

iii. If a Contractor fails to submit a request for waiver; or

iv. If the MWBE Program Office determines that the Contractor has failed to document Good Faith Efforts.

(g) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

(h) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the

occurrence of such a material breach, SUNY shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

7. Waivers.

(a) For Waiver Requests Contractor should use (Form 7557-114) – Waiver Request.

(b) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete the University shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(c) If University, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the University may issue a notice of deficiency to the Contractor. The contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

8. Quarterly MWBE Contractor Compliance Report.

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form 7557-114) to the University by the 5th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

9. GOALS. (a) GOALS FOR MINORITY AND WOMEN WORK FORCE PARTICIPATION.

(i) The University shall include relevant work force availability data, which is provided by the DMWBD, in all documents which solicit bids for State Contracts and shall make efforts to assist Contractors in utilizing such data to determine expected levels of participation for minority group members and women on State Contracts.

(ii) Contractor shall exert good faith efforts to achieve such goals for minority and women's participation. To successfully achieve such goals, the employment of minority group members and women by Contractor must be substantially uniform during the entire term of this State Contract. In addition, Contractor should not participate in the transfer of employees from one employer or project to another for the sole purpose of achieving goals for minority and women's participation.

(b) GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION.

For all State Contracts in excess of \$25,000.00 whereby the University is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or an combination of the foregoing or all State Contracts in excess of \$100,000.00 whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of sixteen percent (_16_%) for Certified Minority-Owned Business Enterprises and fourteen percent (_14_%) for Certified Women-Owned Business Enterprises.

10. ENFORCEMENT. The University will be responsible for enforcement of each Contractor's compliance with these provisions. Contractor, and each Subcontractor, shall permit the University access to its books, records and accounts for the purpose of investigating and determining whether Contractor or Subcontractor is in compliance with the requirements of Article 15-A of the Executive Law. If the University determines that a Contractor or Subcontractor may not be in compliance with these provisions, the University may make every reasonable effort to resolve the issue and assist the Contractor or Subcontractor in its efforts to comply with these provisions. If the University is unable to resolve the issue of noncompliance, the University may file a complaint with the DMWBD.

Failure to comply with all of the requirements herein may result in a

finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, remedies or enforcement proceedings as allowed by the Contract.

11. DAMAGES FOR NON COMPLIANCE.

Where the University determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay liquidated damages to the University. Such liquidated damages shall be calculated as an amount equaling the difference between:

a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the University, Contractor shall pay such liquidated damages to the University within sixty (60) days after such damages are assessed, unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the University.

**EXHIBIT B Page 1 of 3; Page 2+ is an excel spreadsheet
FACULTY STUDENT ASSOCIATION OF DOWNSTATE MEDICAL CENTER, INC.
STUDENT HEALTH INSURANCE BID SHEET**

1. Include all documentation for all items described in this RFP (section VI.A, Bidder's Profile).
2. Submit one (1) hard copy of your entire proposal as well as any optional plans to be considered, as well as an electronic version (section V.C).
3. Deadline for Prospective Bidders to submit **substantive questions on this document: 5pm** local time on **Friday April 20, 2018**.
4. Deadline for Receipt of all proposals: **1pm** local time on **Friday May 4, 2018**

The following EXHIBIT B page 2 is an Excel format spreadsheet onto which the bidder shall propose its Primary Proposal (meeting the minimum plan specifications), as well as the bidder's additional optional proposals for consideration.

In making this proposal, I acknowledge that I have read and understood this Request for Proposals and its exhibits, and in accordance with its specifications, terms and conditions, hereby submit this proposal and its exhibits

Bidder's Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Signatory: _____ Date: _____

Print Name: _____ Title: _____

Telephone #: _____ Fax #: _____ Email Address: _____

Company Website Address: _____

Company Federal Tax Identification Number: _____

Company's NYS Vendor Identification number (see section VI.A.11): _____

Is the Bidder a NYS Certified Minority Owned Business (YES or NO)? : _____

Is the Bidder a NYS Certified Women Owned business (YES or NO)? : _____

Notarize: **ACKNOWLEDGEMENT BY CORPORATION**

STATE OF _____

COUNTY OF _____ SS: _____

On this ____ day of _____, _____, before me personally came _____ to me known, who being duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

FSA of Downstate Medical Center Inc		
Student Health Insurance - Request For Proposals (RFP)		
Campus Name: SUNY Downstate Medical Center		
Exhibit B - BIDDER RESPONSE - Bidder To Complete Columns B&C		
Link: an Excel version of this exhibit is available at http://www.downstate.edu/fsa/forms/vendor-forms.html		
Bidder Name & Carrier:		
Carrier (provider)		
Plan Type	Managed Care incl Worldwide Cover	
	In-Network	Out-Of-Network
Policy Annual Premiums:		
-Student		
-Student + Spouse/Domestic Partner		
-Student + Child(ren)		
-Student + Family		
Maximum Benefit		
Out-Of-Pocket Maximum Per Person		
Out-Of-Pocket Maximum Per Family		
Deductible Per Person (Annual)		
Deductible Per Family (Annual)		
<u>Inpatient Benefits:</u>		
Hospital Room & Board		
Maternity Services		
Mental Health Care		
Mental Health Maximum Visits/Benefits		
Substance Abuse Care		
Substance Abuse Care Maximum Visits/Benefits		
Surgical Benefits		
<u>Outpatient Benefits:</u>		
Mental Health Care		
Mental Health Maximum Visits/Benefits		
Substance Abuse Care		
Substance Abuse Care Maximum Visits/Benefits		
Surgical Benefits		
Physician Office		
Emergency Care		
Emergency Care Copay		
Ambulance Expense		
Prescription Drug Benefits		
Accident Related Dental		
*R&C = Reasonable & customary Charges		

FSA of Downstate Medical Center Inc		
Student Health Insurance - Request For Proposals (RFP)		
Campus Name: SUNY Downstate Medical Center		
Exhibit B - BIDDER RESPONSE - Bidder To Complete Columns B&C		
Link: an Excel version of this exhibit is available at http://www.downstate.edu/fsa/forms/vendor-forms.html		
OPTIONAL DENTAL/VISION PROPOSALS	Dental plan	Vision, Dental, Health & Wellness Discount Program
Plan Summary		
Maximum per person		
Waiting Period		
Annual Rates-Student		
Spouse/SSP		
1 or more children		
Family		
REFERENCES	College 1:	
<i>add additional rows as needed</i>	Contact:	
	Tel:	
	eMail:	
	College 2 :	
	Contact:	
	Tel:	
	eMail:	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PRODUCER NAME AND ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	VENDOR 'S INSURANCE COMPANY
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	POLICY NUMBER			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE Must meet or exceed PRODUCTS - COMP/OP AGG minimum
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	POLICY NUMBER			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) \$ limits as required by BODILY INJURY (Per accident) \$ RFP PROPERTY DAMAGE (Per accident) \$ insurance requirement
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	POLICY NUMBER			EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			POLICY NUMBER			<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Faculty Student Association of Downstate Medical Center, Inc (FSA), State University of New York (SUNY) Downstate Medical Center (DMC), SUNY, and State of New York and their DIRECTORS, OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED ON A PRIMARY NON-CONTRIBUTORY BASIS.

CERTIFICATE HOLDER	CANCELLATION
Faculty Student Assoc of DMC, Inc FSA Business Office; MSC1219 450 Clarkson Ave Brooklyn NY 11203-2098	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE