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NOTICE TO PROPOSERS

RFP#22C25 – Government Banking

09/08/2023

Dear Proposer:

Attached are the responses to the written questions previously submitted and Addendum #2 for RFP #22C25.

Thank you for your interest in this project.

Sincerely,

Robin Davis

Robin Davis
Contract Management Specialist

**New York State Thruway Authority
RFP 22C25
Government Banking Services**

**Authority Responses to Written Questions
09/08/2023**

On 08/01/2023, the New York State Thruway Authority ("Authority") issued a Request for Proposals (RFP) #22C25 for Government Banking Services. Pursuant to the RFP, all prospective Proposers were given an opportunity to submit written questions concerning this RFP to the Authority by 08/22/2023.

The Authority received the following questions and submits the following responses in accordance with Section 1.4 of the RFP.

1. Would NYS Thruway kindly consider extending the question due date by one week? This will allow time for all of deep subject matter experts (PCard experts, Credit Card Processing experts, Payments experts, Receipts experts) to review the RFP and develop their questions. Most importantly, would Thruway please extend the proposal due date? Right now, you provide for two weeks after answers are released which is not enough time for bidders to digest your answers, finish pricing and writing the proposal and seek necessary internal approvals. Having a month (or at least 3 weeks) after the release of answers would be very helpful and result in better proposals from the bidder community for Thruway.

RESPONSE: RFP Section 1.2, Key Dates, was revised in Addendum #1.

2. On page 16 Section 3.2 Content of Proposal I think you have some references that are out of alignment and need correction and one that would benefit from clarification: **Does the 40-page limit include the two 5-page limits?** Thruway notes the **40 pages** limitation is for Paragraph B – statement of Proposal, Sections 1- 8, and Sections 10-15. But we think you might mean Sections 1-7 and 10-14 (but we are not sure)? Can you look that over and let us know please? We came to this conclusion due to the below misalignments: And a **5-page** limit for section 9 - Describe the proposer's ability and proposal to provide Credit Card Payment Processing. This appears to be an error as section 8 is the one that cover Credit Card Processing while 9 cover Disbursement Services. And **5-page** limit for section 16 - Other Banking services. This appears to be section 15 in the document. Section 16 is "Describe fully your calculations of the earnings Credit."

RESPONSE: Please see Addendum No. 2, change # 1. The 40-page limit will remain but the 5-page limit for specific sections has been removed.

3. Collateral: HQLA plus NYS munis., P 7.

b. Pledge securities as collateral for Authority deposits at the Authority's Custody and Safekeeping Bank. The collateral must be securities issued or guaranteed by the government of the United States or New York State. This is in accordance with Section 364 of the NYS Public Authorities Law and the Authority's Investment Policy. Currently, The Bank of New York Mellon is the Authority's custodian for pledged collateral.

Would Thruway be amenable to using Federal Home Loan LC? This would allow us to offer a better ECR and Interest Rate. We know that your current investment policy does not provide for the use of LC, but NYS OSC does utilize LOC in a significant way so we thought it was worth posing the question given the positive implications for the ECR and Interest Rate.

RESPONSE: Pursuant to Public Authorities Law § 364 and the Authority 's General Revenue Bond Resolution, Authority deposits need to be secured by obligations of the United States or the State of New York.

4. Segregated Deposit (Escrow) Services, p 9-10, 3. We see two accounts with the word “escrow” in them in your list of accounts. Are these the master escrow accounts? We note you indicated there are currently 307 segregated deposit accounts. Is 307 the number of sub account?

RESPONSE: One of the escrow accounts listed is the master escrow account with approximately 300 sub accounts. The other escrow account is the escrow disbursement account the Authority uses when sub accounts are closed and deposits returned to the customer.

5. The Authority seeks escrow services. Are you using true escrow services presently? If a bidder does not offer escrow accounts, can they substitute with a separate demand deposit account group?

RESPONSE: Yes, the Thruway is presently using true escrow accounts. No substitutes are permitted.

6. In two places you ask for a Client List: page 25, item e. and page 26, item 4. For confidentiality reasons we do not provide client lists. Would it be acceptable to substitute 3-5 client references (comparable to NYS Thruway Authority with annual revenues of 100 million or more)?

RESPONSE: In order for the Authority to determine if a proposer meets the minimum qualifications regarding experience (see RFP section 3.1, Item 6), a client list must be provided.

7. Note in Attachment C Fee Schedule Is using compensating balances to pay for credit card processing mandatory? Are you currently still leveraging the MTA contract? Are you interested in moving that business to the winning bidder? What drives the interest in moving that business? Is there something not going well with the MTA program? Is price the determining factor as to whether you move that business?

RESPONSE: Credit card services are provided through a shared contract with Paymentech. Pricing and simplicity are the determining factors as to whether those services are moved to another contract at the end of the existing contract with Paymentech.

8. I am seeing Controlled Disbursement Checks Posted of 13,340 per annum in the Fee Schedule. And I am seeing Check Print Cashier's Check volume per annum of 335?

RESPONSE: Correct.

9. In Attachment D, Check Printing Services I am seeing 1,591 payroll checks per month and 1,256 vendor checks per month. An annual figure for payroll was not provided so I assume we can just multiply by 12 for 19,092. An annual figure for vendor checks of 15,068 was provided. Total of payroll and vendor annually is 34,160 payroll and vendor checks. Is this an error? Where do I find the payroll and vendor check volume in the Fee Schedule volumes?

RESPONSE: Attachment D and the summary above were correct for YE 2022. As of the 2nd quarter of 2023, the current Government Banking provider handles the bulk of Authority check printing, at generally the same volume noted in Attachment D.

10. Does the Authority seek payroll check outsourcing (print and mail services)? If yes, is this a mandatory requirement?

RESPONSE: Yes, the Authority seeks payroll check printing and mailing services. Yes, this is a mandatory requirement.

11. Contract Negotiations - We want to confirm that Thruway is willing to save the contract negotiations to post award. And the bidder can, but do not have to, list general or specific comments about the contract in its proposal. That is our interpretation of Section 1.5 – Exceptions to Terms and Conditions. Is that correct?

Section 1.5 – Exceptions to Terms and Conditions

The Authority expects that the Authority's form of Contract contained in Article VI of this RFP, subject to appropriate negotiations, will be the framework for negotiating and entering into a Contract pursuant to this RFP. The Contract will include, but will not be limited to, the terms and conditions of Contract contained in Article VI of the RFP, and Appendices A, D, and E attached hereto. The Authority will not agree to utilize a Proposer's form of agreement; however, in accordance with Appendix E, each Proposer shall submit its Merchant Operating Guide as a part of its technical proposal.

A Proposer may, but is not required to, include in its Proposal general or specific comments about the provisions of the Authority's proposed Contract, including the terms and conditions contained in Appendices D and E. No exceptions shall address Appendix A and the Authority will not be making any changes to Appendix A.

We are double checking this because earlier in the RFP you note that the deadline for questions and "exceptions to terms and conditions" is 8/15/2023.

RESPONSE: Per Section 1.5 of the RFP, the Authority offers potential proposers the opportunity to submit requests for exceptions to terms and conditions either by submitting the exceptions by the date specified in RFP Section 1.2 - Key Dates or by including the exceptions in its proposal. While there will also be a contract negotiation period after the tentative notice of contract award is issued, it is not guaranteed that the Authority will accept any exceptions to terms and conditions if they were not submitted as previously mentioned. Negotiated terms may not be materially different than the terms and conditions contained in the RFP.

12. The way your current bank prices and their particular line items will not correlate with how other banks price and their particular line items. It's very challenging for the bidder community to try to use another bank's line items. Plus, if you were to move your cash management to another bank you won't see those specific line items in your new Bank's analysis statement. Some of the line items may have similarities but many would be different. Instead of asking bidders to try to use another bank's line items plus add line items where they must, would you instead accept a view of bidders line items and prices based off of your current volumes? The way it would work is Bidders would show you a sample invoice and you would be able to see your monthly volumes aligned with service titles and fees and make a comparison between bidders based on total monthly charges. Is this acceptable?

As well, it is critical bidders be provided with a copy of your current analysis statement as provided by your current bank. One month that is representative of normal volumes is sufficient. You may feel free to redact pricing. Having this will give the bidder community the best chance of understanding services being utilized. The sooner the bidder community has the analysis statement the sooner they can begin their pricing and modeling work.

RESPONSE: A monthly analysis statement will not be provided.

13. Attachment C – Fee Schedule. It would also be very beneficial to all bidder to be provided with the incumbent bank's complete analysis statement for just one month (a month representative of the norm). If you would like to redact the prices that would be perfectly fine. The reason we ask is that having that statement will allow us to better align/map the current bank's line item charges to those in our system. This is important for putting bidders on a more equal footing with the incumbent bank in terms of understanding the services currently in use.

RESPONSE: See response to Question #12.

14. We know that thruway does not take coins and currency any longer along the Thruway therefore can you help us understand the coin and currency you would need to deposit via an armored car? And tell us how much coin and currency you need bidders to process for deposit per month? How often per month do you need an armored car to pick up coin and currency? We do not see a line item in Attachment C showing the use of an armored car (if there is any cash being picked up or delivered you have to use an armored car as opposed to a courier service) with your current provider. Is the armored car you are using now being provided through your current bank? If so, perhaps you can direct us to where those charges are in Attachment C? If Thruway is still using and armored car, would you be amenable to directly contracting with its armored car provided so that the Bank does not have to be the intermediary?

You appear to be using remote deposit machines to make check deposits, therefore, is the armored car needed for check deposits as well? We just want to be clear on the need at this stage of the Thruway's evolution away from coin and currency. Below are the line items and annual volumes related to coin and currency that we were able to find in the Fee Schedule (Attachment C). They appear to be minimal. What does the figure 1,070 represent under Vault Deposits (each bank does it a different way so bidders would benefit from knowing exactly what that count represents)?

Branch Deposit - Post Verif	100007	0.0000	0
Branch Deposit Adjustment	100500	0.0000	0
Deposit Bags - 5 Boxes	019999	0.0000	0
Depository Services			
Branch Credits Posted	100000	0.0000	0
Branch Deposit - Immediate Verif	100000	0.0000	0
Branch Order Currency Strap, or	10004A	0.0000	10
Curr/Coin Dep/\$100-BKG CTR	10001Z	0.0000	0
Branch Order Processed	100040	0.0000	4
Branch Order - Coin Roll	100044	0.0000	10
Vault Services			
Vault Deposit	100100	0.0000	1,070
Vault Deposit Rolled Coin, or	100110	0.0000	0
Coin Deposit-Roll-VLT	100199	0.0000	0
Vault Dep Partial or Mixed Bag	100111	0.0000	0
Vault Deposit Std Coin Bag	100113	0.0000	0
Vault Dep Non Std Strap - Note	100114	0.0000	0
Vault Deposit Std Strap - Note, or	100115	0.0000	0
Curr/Coin Dep/\$100-VLT	10011Z	0.0000	0
Vault Deposit Per \$1,000	10011Z	0.0000	1
Vault Deposit Adjustment	100501	0.0000	0
Vault Deposit Adjustment Notif	100520	0.0000	0

Also we note that on page 14 you reference Vault Services in the category of E. Other Banking Services (see below snip). Are you suggesting that vault services are not part of your current contract? Can you shed light on that please?

E. Other Banking Services

Provide any other general banking services as requested or needed by the Authority during the life of the contract that are not contemplated in Section 2.2 - Scope of Services. The Authority may desire, outside of the base fee proposal for the services listed above, the following services, including, but not limited to, the following:

- a) Travel Card Program
- b) Procurement Card Program
- c) Overnight "Sweep" accounts or similar short-term investment options (including interest bearing accounts)
- d) Vault Services
- e) Other Services that may benefit the Authority

RESPONSE: The RFP lists all services the Authority could potentially use. Not all listed services are currently in use. Armored car deposits are typically once a week, they do include check deposits of checks that won't scan properly, and the service is contracted through a separate vendor. See response to Question #64 – 2.2.B for additional information on the frequency of cash deposits.

15. Attachment C Fee Schedule. Can you provide clear definitions for each of these Image Cash Letter line items please? Your current bank will be able to provide the exact definitions.

ICL Deposit Standard	100200	0.0000	2
ICL Deposit Early	100200	0.0000	617
On-US Standard	100210	0.0000	2,825
File Transmission Rec - VPN	100210	0.0000	617
On US Premium	100210	0.0000	13,590
Image Group One	100214	0.0000	64,400
Image Group One - Period Two	100200	0.0000	59
IRD Period One	100214	0.0000	1
Image Group Two	100214	0.0000	61,943
Image Group Two - Tier 2	100214	0.0000	5,362
Image Quality Suspect Items	999999	0.0000	373
Non-Conforming Image Items	999999	0.0000	2

RESPONSE:

IMAGE QUALITY SUSPECT ITEMS	100200	Per transaction charge for Image Cash Letter deposited items that fail first pass quality inspection and are sent on for further review before being forwarded for collection.
ICL DEPOSIT EARLY	100200	Per deposit charge for an Image Cash Letter file received between 3:01am and 6:59pm ET
ON-US STANDARD	100210	Per transaction charge for Image Cash Letter deposited items drawn on the Bank (On Us) and processed with next day ledger credit.
ON US PREMIUM	100210	Per transaction charge for Image Cash Letter deposited items drawn on the Bank (On Us) and processed with same day ledger credit.
IMAGE GROUP ONE	100214	Per transaction charge for Image Cash Letter items received between 6:01am and 7:00pm ET and further cleared via a third party provider. Endpoints designated by the Bank.
IMAGE GROUP TWO	100214	Per transaction charge for Image Cash Letter deposited items cleared via the Bank's designated image clearing partners.
IMAGE GROUP TWO - TIER 2	100214	Per transaction Charge for Image Cash Letter deposited items cleared via the Bank's designated Tier 2 image clearing partners
CHECK DEPOSITED-ON US	100220	Charge per check for deposit of checks drawn on local J.P. Morgan banks.

CHECK DEPOSITED-TRANSIT	100224	Charge per check for deposit of checks drawn on other banks.
RETURN ITEM	100400	Charge per item for deposited checks that are returned unpaid.
RETURN ALTERNATE ADDRESS	100401	Charge per item for mailing advices and deposited checks returned unpaid to an address other than the normal account address.
RETURN ITEM REDEPOSIT	100402	Charge per item for redepositing a check that was returned unpaid in another attempt to clear it.
RETURN - EMAIL NOTIFICATION	100415	Charge per item for notification via email of deposited checks returned unpaid.
RETURN MULTIPLE LOCATIONS	100430	Charge per item for identification of deposit locations for deposited checks returned unpaid.
REMOTE DEPOSIT CAPTURE MAINT	101300	Monthly maintenance charge for the Remote Deposit Capture service.
REMOTE DEPOSIT CAPTURE ITEM	101310	Charge for each check image submitted for deposit and clearing through the Remote Deposit Capture system.
FILE TRANSMISSION REC.- VPN	101321	Monthly charge for Image Cash Letter Transmissions received and processed via FTP (File Transfer Protocol) with encryption or via VPN (Virtual Private Network).

16. What is your process for billing and collecting tolls from those not using EZ Pass? Are there volumes represented in this RFP related to that? What choices do these payers have for paying tolls? Or is that handled through a different contract and not in scope?

RESPONSE: Not in the scope of this RFP.

17. Is EZPass billing and payment processing handled by a 3rd party and thus any related volumes are not in scope of this RFP?

RESPONSE: Not in the scope of this RFP.

18. Do you use 3rd parties to make deposits? If so who and what is their role?

B. Depository Service

1. Deposit Services - Provide the ability for the Authority to make cash and check deposits.

a. Provide the ability for the Authority to process check deposits remotely. This feature must be available to both the Authority and any third party that may process deposits on behalf of the Authority.

b. Provide the ability for the Authority to make cash and check deposits, preferably in Albany, New York. Proposer must provide scheduled courier services, as well as unscheduled courier services if reasonably requested or required by the Authority. Cost of courier services must be part of the submitted fee proposal.

RESPONSE: There are some 3rd Parties that make deposits on behalf of the Authority. These are our EZP provider, Collections provider, and Automated Work Zone Speed Enforcement provider.

19. The Authority describes in 9d, "Describe the ability and process for Authority replacement (duplicate) checks issues." Please clarify this requirement with a use case/example.

RESPONSE: The replacement check process recently changed. As of today, replacement checks are treated like any other check file sent to the bank for printing.

20. For Connectivity, are internet protocols such as sFTP or FTPs with PGP, AS2 or Connect:Direct with Secure+ viable options, or are the notated (Encrypted Tunnel, VPN, NYeNet/MAN Connection including VPN, Leased Circuit or Fiber) the only options

RESPONSE: sFTP with PGP are viable and is how the Authority connects with the current Government Banking provider.

21. Please describe your business requirement for advice printing. Please provide samples of the types of advices to be printed and mailed.

RESPONSE: The Authority prints advices for employees with Direct Deposit who elect to receive one, as well as for vendors who receive EFT payments and elect to receive an advice.

22. Does The Authority pay consumers, and if yes, for what use cases? Please provide the average monthly volume of consumer payments by payment method in use today.

RESPONSE: The Authority will occasionally pay refunds to customers and vendors. These refunds are paid by check. Sixty-three (63) such checks were issued in 2022.

23. Can Thruway please share more details about the use of cashiers checks: What are they used for? Why cashier's checks vs a standard checks? Is your current provider printing and mailing these cashier's checks? And if so to who? Do they have to be cashier's checks?

RESPONSE: The cashiers checks noted in Attachment C – Fee Schedule are the checks issued annually to the escrow sub account holders, typically in February. The current provider prints the checks and overnight mails the checks to the Authority. The Authority mails the individual checks to each customer with a form letter.

24. Is the printing and mailing of Cashier's checks a mandatory requirement? What are the cashier's checks being used for?

RESPONSE: Yes, the printing and mailing of these checks is mandatory. See response for Question #23 for details.

25. Lockbox – what is the purpose of the box? What type of payments are collected through the lockbox

RESPONSE: Lockbox services are used to process the receipt of payments for the Authority. The primary remittance being received is a commercial account paper payment coupon. Commercial account invoice payments are due on or before the 5th of each month.

26. Lockbox: what are the data capture elements required in the lockbox? Can you provide a sample of the remittance slip? And all detailed lockbox instructions on file with your current bank?

RESPONSE: Remitter name, account number, check number, check amount, postmarked date and processed date. All documents, including commercial account invoice payment coupon (if provided) and any other remittances and documents included in the same envelope should be scanned for our review. Also see the response to question 44.

27. Attachment D - Other Banking Services

- A. Is Thruway using the state-wide PCard program that matures in 2027? Are we to understand that Thruway would move that business if we could offer better pricing? Have

there been any servicing problems that would cause Thruway to seek an alternative provider?

- B. How do Procurement Card transactions breakdown by standard, large ticket, level III and partner pricing?
- C. What types of purchases will be placed on the Travel Cards?
- D. How many Travel Cards will be needed?
- E. What is your preferred statement cycle and grace period for both cards?
- F. What is your preferred billing method (company or individual) for both cards?
- G. Do you use a Travel Management Company (TMC) for business travel?
- H. Have you considered making Virtual Card payments as a replacement for your vendor checks?
- I. Have you run a supplier match to identify card accepting suppliers?

RESPONSE:

- A. Yes, the Thruway uses the state-wide P-Card contract. The Authority is satisfied with the current contract and has included P-Card program services in this RFP solely to provide the Authority with flexibility should any issues arise with the current contract or program.
- B. Unable to provide. Here is an overview of the program:

Overview

A Procurement Card (P-Card) is a corporate credit card which allows an employee to make small dollar purchases in the normal course of business. The purpose of having a P-Card is to enable New York State Thruway Authority (Authority) employees to do their work efficiently and effectively. Use of the P-Card is meant to simplify and streamline the purchasing process and lower overall transaction costs, while maintaining controls and adhering to purchasing guidelines. The P-Card is only to be used for official Authority business for purchases within the prescribed limits. All purchases must be in accordance with the Authority procurement policies and procedures, and other statutory requirements for Authority procurement contracts. Cardholders must ensure that budget funding is available prior to making a purchase.

Authorized/Unauthorized P-Card Purchases

Authorized P-Card purchases include:

- Parts and services for repair and maintenance
- Supplies and materials
- Freight (shipping fees for receiving merchandise)
- Materials for building and construction
- Office supplies
- Printing (e.g., maps and blueprints)

Authorized P-Card purchases with pre-approval:

Written pre-approval required from:

Decade Shop and Office Equipment.....	Budget Bureau; then after the purchase, notify Fixed Assets to ensure that the asset is decade and recorded properly.
Small Motorized Equipment	Budget Bureau and Equipment Management
Inventory Items	Inventory Management
Tools over \$1,000	Budget Bureau and Inventory Management
Tools less than \$1,000	Inventory Management – If approved and over \$50, tool complement paperwork must be completed.
Dues, Books, Subscriptions, Equipment Rentals, Conference/Registration Fees, Personal Service, Online Training and Software Maintenance	Budget Bureau

- C. The Travel Card program would be a substitute for the Authority's existing Emergency ATM Card Program.
- D. 100 or less.
- E. Monthly.
- F. Billings should be for the total of the company but broken down by individual.
- G. No.
- H. No.
- I. No.

28. Do you want bidders to submit pricing to replace the procurement card program you currently have through OGS? Are you satisfied with this program? What would lead you to move? Price only?

RESPONSE: The Authority is satisfied with the current P-Card program. The program has been listed in this RFP to provide the Authority with flexibility should there be any contract or program-related issues.

29. The Authority seeks debit cards for workforce crews. Would you consider a comparable but alternative solution? We would want to know in advance if not exactly providing a debit card solution is a disqualifying event. The various other solutions would include PCard with cash advances (you set the limit) and you can block "credit card" transactions in stores and restaurants and online such that only cash advances are available. Cards can be set with a zero credit limit until there is a need at which time the limit can be immediately increased by Thruway. Or you can maintain a limit in place if that is your preference. We have many clients that use this approach for their emergency crew needs. Is this an acceptable alternative?

As well, we can offer an alias-based payments solution e.g., Zelle, PayPal, Venmo, in lieu. Would you be interested in learning more about how these options would work?

RESPONSE: The Authority would entertain alternative solutions.

30. Page 42, 6.9 – Requirement for a 10 million bond. We don't normally see requirements for bonds and have never provided a bond in support of a government banking contract. We do provide standard insurance coverage and of course we collateralize deposits. Can this requirement be removed as many bidders would likely be unable to bid if the requirement remains.

RESPONSE: The Financial Institution Bond requirement will not be removed.

31. Attachment D – Are the annual transaction counts and total sales counts stated under Credit Card Services the entirety of the volume in scope for this RFP? What are the payments for?

RESPONSE: Yes. Credit card payments that fall in this scope can be for a wide variety of payments other than EZPass replenishments.

32. Attachment D states that 99% of the transactions processed are Mail/Telephone orders. Are these transactions manually processed by a customer service representative hand keying the credit card information into the identified Ingenico MOVE/5000 terminal device?

RESPONSE: Yes.

33. If so, how many physical devices are needed? How do they connect to your current processor? Are they operating as stand-alone devices or integrated with a POS system? If integrated, can NYS advise who the software vendor or gateway is?

RESPONSE: The Authority owns four (4) terminals. They are standalone devices.

34. Do you require any proposed replacement device be a P2PE validated solution?

RESPONSE: Yes.

35. If stand alone, what kind of connectivity requirements do you have?

RESPONSE: Terminals are standalone and operate using WiFi that connects directly to a network outside of the Authority's.

36. If not, can NYS advise how MOTO transactions are processed?

RESPONSE: N/A.

37. Does NYS have any plans to move from existing MOTO model to more of a Web based self-service model for customers?

RESPONSE: No plans currently exist for such a move.

38. Will the Authority accept proposal responses with 11-point font instead of 12-point font?

RESPONSE: No.

39. Will the Authority accept a link to the annual reports in lieu of hard copies?

RESPONSE: Yes.

40. Please advise who currently acts as collateral custodian. Is there a preference for a custodian?

RESPONSE: The Bank of New York Mellon. Custodial services are not part of the scope of services of this RFP.

41. Please provide an estimate of daylight overdraft dollar requirements if available. Are there any peak usage periods and if so, what would those amounts be?

RESPONSE The Authority often reinvests money before a maturity settles. This temporary overdraft can range in size from \$1,000,000 to as high as \$100,000,000, but is typically in the range of \$25,000,000 or less.

42. Please provide a breakout of ACH Credits by type (i.e., vendor, payroll, refunds, etc).

RESPONSE: The ACH files listed in Attachment D – Information Summary Sheet are vendor payments. Two ACH files are sent every two weeks for payroll.

43. Please provide samples of processed lockbox payments.

RESPONSE: Samples will not be provided. Currently, the lockbox processors provide images of all documents received in the lockbox, including the envelope with the date received stamped on the envelope by lockbox processor. Remitter name, check number, check amount, and processed date are provided in table format. All images, including commercial account invoice payment coupon (if provided) and all other remitter documents provided is scanned for our review. All data is available electronically, through an online portal, the day following deposit.

44. Please provide samples of the lockbox coupons.

RESPONSE: There are no coupons specifically for the lockbox. However, most of the payments received in the lockbox are for the Authority's Commercial Charge Account Program (CAPS) and are submitted with the customer's monthly invoice coupon. Here is a sample CAPS coupon:

52. On row 188 of the fee schedule, what is CHK/DOC (AFP 050005)?

RESPONSE: The current government banking provider has informed us this description is no longer in use. The fee schedule was populated with counts from a similar AFP code, but from a different service.

53. On row 194 of the fee schedule, what service is provided for Return Item Maintenance?

RESPONSE: Monthly maintenance charge for a lockbox subscribing to Return Items Re-association.

54. The RFP lists the current credit card terminal models. Please provide your quantity of each of the following. Do you anticipate any changes in the quantities required?

- VeriFone VX520
- Ingenico iCT 250
- Chase Mobile Checkout Card Reader
- Ingenico Move 5000

RESPONSE: The Authority only owns Ingenico Move 5000 (4 terminals). No changes in the quantity required are expected.

55. Are any of your credit card processing terminals integrated with your software?

- If so which terminals are integrated and which software/gateway are they using?

RESPONSE: Our credit card terminals are not integrated with Authority software.

56. Are there any other channels where you accept credit card payments today?

- Are credit cards accepted Online?
 - If yes to online payments – In addition to Chase Orbital which gateway software, are you using to accept those payments online?
 - The RFP lists Chase Orbital. How many locations are using this gateway software?
- Are credit cards accepted via Phone?
 - If yes to phone payments - are those keyed through your terminal or a gateway?
 - If yes to gateway, please list the name of the gateway software used.

RESPONSE: Credit cards are not currently accepted online. They are accepted in person and via telephone and are keyed into our terminal.

57. Are credit card processing fees paid by the Authority to your current provider or through convenience/service fees passed on to the cardholder?

RESPONSE: Credit card fees are paid by the Authority to our current provider. No convenience fees/service fees are passed on to the cardholder.

58. Are electronic check transactions accepted online?

- If yes, which gateway software are you using to accept those payments online?
- What is the annual dollar volume and transaction count of electronic checks accepted online?

RESPONSE: Electronic check transactions are not accepted online.

59. 22. Are PIN debit transactions accepted?

- If yes, what is the annual dollar amount and transaction count for pin debit only?

RESPONSE: PIN debit transactions are accepted only if the card is presented in person and entered by the customer.

60. Suspension, Abandonment and Termination – p. 49, Section 6.19

- With regard to delivering “all records, documents and data pertaining to services” upon cancellation, what records and information is needed and what is being presented to determine if this is viable?

RESPONSE: This term is broad and may include anything related to the Agreement.

61. Records: Appendix A. p. 54, Section 9

- What is meant by “records?”
 - As an example, we have the ability to pull indicator records passed on a transaction in the prescribed timeframe. We can provide that a transaction occurred, for how much and what amount it cleared, but not the specific transaction indicators.

RESPONSE: Records is broad. This section of the Agreement cannot be changed.

62. Will the Authority please provide a sample banking services contract?

RESPONSE: Material provisions of a contract are in Article VI of the RFP.

63. 2.2A General Account Services

- How many of the 69 accounts (attachment A) are checking accounts and how many are interest bearing money market accounts?
- What is the monthly average balance for each account (attachment A) or by account type?
- Could you provide an account structure schematic?
- Does the Authority accept FHLB LOC as collateral?

RESPONSE: - Approximately 20 accounts are checking accounts.
- None of the accounts are interest bearing.
- Monthly balances can vary widely for all account types.
- There is no account structure schematic to provide.
- The Authority does not accept FHLB LOC as collateral.

64. 2.2B Depository Services

- Do you process incoming check payments via an Image Cash Letter (indicated in fee schedule, row 103/104) as well as Remote Check Deposit?

RESPONSE: Yes.

- Please clarify your deposit image requirements. How long do images of deposited items need to be retained?

RESPONSE: Three years.

- How many locations process remote check deposits?

RESPONSE: One.

- What is the frequency and volume of cash deposits?

RESPONSE: Cash deposits are minimal and only deposited through the courier service discussed in 2.2.B.1., not more than once per month on average.

Lockbox Services

- Will the lockbox accept credit card payments?

RESPONSE: No.

- What information must be included in the data transmission file? What data is currently being captured as part for your lockbox processing?

RESPONSE: Payment number, status, currency, amount, channel, method of payment, entity name, routing, entity account, value date, lockbox site, and number of items are all captured as part of our lockbox processing.

- Is an image file required?

RESPONSE: Yes, an image file is required.

- Do you receive any foreign check payments to the lockbox? If so, how many of the foreign checks are received in US Funds, CAD, other?

RESPONSE: Yes. The Authority occasionally receives checks in Canadian funds. This occurs less than once a month.

- Where is your lockbox PO Box currently located?

RESPONSE: See Attachment D – Lockbox Services.

- Does NYS Thruway Authority own the current lockbox or does the provider own it?

RESPONSE: The provider owns one and the Authority rents one through the USPS.

- Is a standard remittance/coupon returned with the majority of your lockbox payments? If so, please provide samples of all remittance/coupons.

RESPONSE: Yes. The Authority's commercial charges program payments are the majority of the payments received in the lockbox and usually include the invoice coupon with the payment.

- Does the Authority require physical document storage for a specific period of time? Are document images acceptable for retention?

RESPONSE: Images are acceptable to the Authority.

- Please provide samples of any ad-hoc reporting you utilize today for lockbox processing.

RESPONSE: No samples will be provided. Ad-hoc reports should include the information from bullet two above, and be available for individuals days as well as longer term reports.

- Please provide copies of any lockbox reports or files currently being transmitted to you today.

RESPONSE: No copies of reports will be provided. Please see file details and report details noted above.

- How are lockbox reports and files being transmitted to you today?

RESPONSE: Via a web based platform.

- Do you have peak times for lockbox processing throughout the year? If so, can you please provide the timeframe and associated volumes.

RESPONSE: See Attachment D – Lockbox Services.

Credit Card Payment Processing Services

- How are payments accepted – in person?, telephone? Web?

RESPONSE: See Attachment D – Credit Card Services.

- How many individual locations accept payments?

RESPONSE: See Attachment D – Credit Card Services.

65. 2.2C Disbursement Services

Checking Services

- How do you send check issuance/check printing files to the bank - via FTP, FTM or import through the online treasury platform?

RESPONSE: Issue files are sent via sFTP.

- How many controlled disbursement accounts are needed?

RESPONSE: 3 - 6 controlled disbursement accounts will be needed.

- How are controlled disbursement accounts funded? ZBA, Acct Transfer, Wire, etc.

RESPONSE: Controlled disbursement accounts are funded via ZBA transfer from a "funding" account that was funded via Account Transfer.

- Are controlled disbursement checks truncated?

RESPONSE: Yes.

- Are the cash concentration accounts all related to the controlled disbursement accounts?

RESPONSE: No.

- Can the Authority provide a sample of the current check stock?

RESPONSE: The chosen check stock will be dependent on the needs of the vendor providing services. The Authority and the Authority provider currently use generic check stock.

EFT and ACH Services

- 3d. How many accounts will need EDI Reporting to provide extended details on ACH transactions?

RESPONSE: The Authority currently receives ACH payments in seven accounts and would expect EDI reporting on each, as well as any accounts given the ability to receive ACH payments in the future.

- How do you process ACH origination files - via SFTP transmissions or by passing the files through the online banking platform?

RESPONSE: ACH origination files are processed via sFTP.

Debit Cards

- How many cards are expected to be issued?

RESPONSE: 100 or less.

- Is a reloadable, preloaded dollar-value card program an acceptable card option?

RESPONSE: The Authority would prefer an option that provides cash to the employees, but is open to discussing alternative solutions.

66. 2.2E Other Banking Services

Travel Card Program

- What is the estimated number of cardholders if the Authority were to choose to use a Travel Card?

RESPONSE: 100 or less.

- What is the estimated monthly or annual spend that would be needed if the Authority were to choose to use a Travel Card?

RESPONSE: \$60,000 or less.

- Is an online expense reporting system for cardholder desired?

RESPONSE: Yes.

Procurement Card Program

- Is an automated payables solution with virtual cards desired?

RESPONSE: The Authority would be open to alternative solutions, but would evaluate on a case by case basis.

- Are you interested in growing this program beyond 380 plastic cards? If so, what are your projections?

RESPONSE: No.

Vault Services

- Do you use vault services and armored courier to delivery coin & currency orders?

RESPONSE: Yes. For frequency, see response to question 64.

- Section 2.1 "Authority does not utilize sweep accounts: would the Authority consider using a sweep account?

RESPONSE: Yes.

- What types of investments are allowable for NYS Thruway if they were to use a sweep?

RESPONSE: See the Authority's Investment Policy on the Authority's website.

67. Section 6.7 & 6.8 Insurance Conditions; Can the insurance requirement be waived given the RFP is for banking services

RESPONSE: No.

68. 6.9 Bond Requirements; Can the Bond requirement be waived given the RFP is for banking services

RESPONSE: No.

69. Fee Schedule:

- Could an analysis statement be provided?

RESPONSE: No.

- Row 40-44 – "H2H" what does H2H stand for?

RESPONSE: Host-to-Host.

- Row10-11 – Cash Concentration. Are these ZBA accounts?

RESPONSE: Yes.

- Row 13 - What does "Statement Cycles Enhanced" refer to?

RESPONSE: Charge per statement for each Demand Deposit Account statement provided during the billing cycle via an electronic file.

- Row 14 - Do you require paper statements in addition to electronic bank statements for certain accounts?

RESPONSE: Yes. The Authority requires paper statements for the escrow sub accounts.

- Row 25 and Rows 485/486 - Do you currently use a 3rd party to print checks? There is a line item for the service but no volumes listed.

RESPONSE: The Authority's current government banking provider recently took on this service for the Thruway.

- Row 57-59 - How many accounts are set up BAI reporting?

RESPONSE: 41.

- Row 312- Data Download – what data is being downloaded? Is it being downloaded from the web or transmission?

RESPONSE: This refers to a charge for each account with the ability to download checking activity and check status from our provider's web platform.

- Row 420 – ACH ADA Authorized ID, can you explain this service?

RESPONSE: This services is the monthly charge per allowable/non-allowable company ID for each account on ACH Debit Block.

70. 3.1 Pg. 20 Would we be able to provide a link to our financial information?

RESPONSE: Yes.

71. 3.2 Pg. 29 Per the RFP Section 3.2 Content of Proposal, RFP page 16 of 50 states: Such page limit shall apply to Paragraph B – Statement of Proposal, Sections 1 through 8, Sections 10 through 15, and include a five (5) page limit for section 9 "Describe the Proposer's ability and proposal to provide Credit Card Payment Processing Services as described in Section 2.2 (B.4)," and include a five (5) page limit for section 16 "Describe the Proposer's Other Banking Services as described in Section 2.2 (E)"..... Please note: Section 16 is not accurate – as the RFP section # for 'Other Banking Services' is Section 15. Please provide the page limits for the various sections.

RESPONSE: See Response to Question #2.

72. B. Statement of Proposal – Question 1 The Brief History questions is duplicated in Section C. Statement of Qualifications #1. Are we required to provide a response in both sections/places?

RESPONSE: Yes.

EXCEPTIONS TO TERMS AND CONDITIONS:

1. Pg. 43 of 50 section 6.11 Proposed term is incomplete / overly broad.

Reason - From a safety and soundness perspective, (Redacted) cannot agree to indemnify the Authority/State for damages caused by the Authority/State's misconduct, at least not without .

Counteroffer - Track existing agreement that excludes such damages from (Redacted) indemnification obligations.

RESPONSE: Please see Addendum No. 2, change # 2.

2. Pg. 42 of 50 section 6.9 (Redacted) requests removal of the Bond Requirements

Reason - Not applicable to banking services and to ensure the most favorable pricing offered to Authority, recommend removing this unnecessary and costly requirement

Counteroffer - None

RESPONSE: The Financial Institution bond requirement remains.

3. Pg. 44-45 of 50 section 6.13 B Proposed additional language to allow for disclosure to a regulatory authority having supervisory jurisdiction over the Bank without notice as notice is often legally not permitted and is always practically impossible in such scenarios with on-site regulators.

Reason – Regulatory.

Counteroffer - none

RESPONSE: Please see Addendum No. 2, change # 3.

New York State Thruway Authority
RFP #22C25
Government Banking Services

09/08/2023

ADDENDUM NO. 2

Notice is hereby given that the following Addendum No. 2 shall be made part of RFP #22C25 issued by the Authority on 08/01/2023 as amended by Addendum No. 1 issued on 08/03/2023 (the "RFP").

Each Proposer shall acknowledge receipt of Addendum No. 1 and this Addendum No. 2 in the cover letter submitted as part of their Proposal.

Addendum No. 2 consists of the following additions and changes to the RFP. Material to be deleted is in [], material to be added is underscored.

Change No. 1 – RFP Section 3.2, Content of Proposal

Section 3.2 – Content of Proposal

The following is a list of the information that each Proposer must provide. The Authority reserves the right to, in its discretion, disqualify a proposal that does not include all of the information required below.

To expedite the review of submissions, the Authority requests that the proposal be submitted in a binder with the material separated by tabs numbered/lettered to match the specific information requested below; provided, however, that the fee proposal shall be submitted in a separate envelope marked "Fee Proposal". Additional information, if any, should be submitted in a separate binder. No information beyond that specifically requested is required, and Proposers should keep their submissions to the shortest length consistent with making a complete presentation, not to exceed 40 pages in 12-point font. Such page limit shall apply to Paragraph B – Statement of Proposal, **[Sections 1 through 8, Sections 10 through 15, and include a five (5) page limit for Section 9 "Describe the Proposer's ability and proposal to provide Credit Card Payment Processing Services as described in Section 2.2(B.4)," and include a five (5) page limit for Section 16 "Describe the Proposer's Other Banking Services as described in Section 2.2(E)]."** **Paragraph C – Statement of Qualifications, Items 1 through 5 and 7.** The page limit will exclude the Cover Letter (Section 3.2 – Content of Proposal – **Paragraph A**), the Fee Proposal (Attachment C), those materials required by Paragraph **[B] C, Item 6 and** Paragraph D of Section 3.2, the Conflicting Association Rules Table (Attachment E), and the Merchant Operating Guide (as defined in Appendix E). These materials should be provided in a separate binder labeled Minimum Qualifications (paragraph B) and Other Required Materials (paragraph D of Section 3.2 and the Merchant Operating Guide), separated by corresponding numbered and lettered tabs. Each side of a sheet of paper is considered one page. Completely blank sides of paper will not be counted as a page for purposes of the page limit restrictions.

Change No. 2 – RFP Section 6.11 – Liability, Indemnification and Defense, Paragraph B, Item 4.

- (4) Contractor's indemnification and defense obligations under this Section 6.11 shall include any and all Claims that may arise from any products and services provided, or to be provided, under the Agreement by Contractor's agents, employees, and subcontractors, and by any other party furnishing products and services under the Agreement. **Contractors' indemnification and**

defense obligations shall not apply to that portion of claims, suits, actions, damages, liabilities, fines, forfeitures, demands, losses, judgments, and costs that arise due to the intentional, reckless, or negligent act or omission of the Authority, the State, and their respective officers, directors, board members, agents, employees, successors, and assigns.

Change No. 3 – RFP Section 6.13 – Confidentiality and Non-Disclosure, Paragraph B

- B. Confidential Information does not include information which, at the time of the Authority's disclosure to Contractor: (1) is already in the public domain or becomes publicly known through no act of Contractor; or (2) is already known by Contractor free of any confidentiality obligations.

If Contractor wants to disclose Confidential Information, it shall notify the Authority and specify the Confidential Information it wants to disclose. Contractor may only disclose such Confidential Information if the Authority approves such disclosure in writing, subject to such other terms and conditions as the Authority may require. Such approval, if given, shall only apply to the particular request and the specific Confidential Information for which it is given.

If Contractor is required to disclose or make available, directly or indirectly, Confidential Information pursuant to statute, court or administrative order, subpoena, contractual obligation, or otherwise by law **or regulation**, Contractor shall: (1) notify the Authority that it has received such legal demand as soon as practicable, but in all events prior to any disclosure; **provide that notice is legally permitted** (2) permit the Authority to take the steps it deems necessary and appropriate to protect the Confidential Information from disclosure; (3) cooperate to the fullest extent possible under the law with the Authority's efforts to protect the Confidential Information from disclosure; and (4) disclose only such Confidential Information, and only such portions thereof, as is required to satisfy the legal demand, and limit any such disclosure of Confidential Information to the fullest extent permissible under the law.



KATHY HOCHUL
Governor

**Thruway
Authority**

JOANNE M. MAHONEY
Chair

FRANK G. HOARE
Interim Executive Director

NOTICE TO PROPOSERS

RFP#22C25 – Government Banking Services

08/03/2023

Dear Proposer:

Attached is Addendum #1 for RFP #22C25 Government Banking Services.

Thank you for your interest in this project.

Sincerely,

Robin Davis

Robin Davis
Contract Management Specialist 1

New York State Thruway Authority
RFP #22C25
Government Banking Services

08/03/2023

ADDENDUM NO. 1

Notice is hereby given that the following Addendum No. 1 shall be made part of RFP #22C25 issued by the Authority on 08/01/2023 (the "RFP").

Each Proposer shall acknowledge receipt of this Addendum No. 1 in the cover letter submitted as part of their Proposal.

Addendum No. 1 consists of the following additions and changes to the RFP. Material to be deleted is in [], material to be added is underscored.

Change No. 1 – RFP Section 1.2 "Key Dates"

Section 1.2 - Key Dates

Provided below is a tentative schedule for the milestones in this RFP process, listed in the order of occurrence. The Authority reserves the right to change any or all of these dates as it deems necessary or convenient in its discretion; in the event of such a date change, all parties that have been furnished with this RFP will be duly notified.

Event Date

RFP Issuance
Deadline for submitting Written Questions and Exceptions
To Term and Conditions
Issuance of Written Responses
Proposal Due Date & Time

Date

08/01/2023

[08/15/2023] 08/22/2023

[08/29/2023] 09/05/2023

[09/12/2023] 10/10/2023 at 1:00 p.m.

Change No. 2 – The RFP Cover Page, which also serves as the Non-Collusive Bidding Certification, is hereby revised and is attached. NOTE: This form must be filled out, signed and submitted with your proposal.

NEW YORK STATE THRUWAY AUTHORITY

200 Southern Boulevard
Post Office Box 189
Albany, NY 12201-0189

Date 08/01/2023

REQUEST FOR PROPOSAL

22C25 Government Banking Services	Inquiries To: Robin Davis (518) 471-4278 E-mail: Robin.Davis@thruway.ny.gov Fax: (518) 471-4442
Time and Due Date of Proposal Submission: 1:00 P.M., [9/12/2023] <u>10/10/2023</u>	Time and Date of Pre-proposal Meeting: N/A
Contract Period: 5 Years	

INSTRUCTIONS

Attach this form to the front of your proposal.

Indicate whether or not your firm is certified by NYS as a Minority or Women Owned Business Enterprise by circling yes or no.

Circle one: Yes No

Complete all information below, including signature, to acknowledge your understanding and acceptance of the provisions of the Non-Collusive Bidding Certification as indicated at the bottom of this document.

The Signatory to this document must be authorized to bind the proposing firm contractually.

_____	_____
Firm Name	Federal Tax ID No.
_____	_____
Street Address	City/State/Zip
_____	_____
Area Code/Telephone (800 if available)	Fax
_____	_____
Print Name	Title
_____	_____
Signature	Date

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- 1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NEW YORK STATE THRUWAY AUTHORITY

200 Southern Boulevard
Post Office Box 189
Albany, NY 12201-0189

Date 08/01/2023

REQUEST FOR PROPOSAL

22C25 Government Banking Services	Inquiries To: Robin Davis (518) 471-4278 E-mail: Robin.Davis@thruway.ny.gov Fax: (518) 471-4442
Time and Due Date of Proposal Submission: 1:00 P.M., 09/12/2023	Time and Date of Pre-proposal Meeting: N/A
Contract Period: 5 Years	

INSTRUCTIONS

Attach this form to the front of your proposal.

Indicate whether or not your firm is certified by NYS as a Minority or Women Owned Business Enterprise by circling yes or no.

Circle one: Yes No

Complete all information below, including signature, to acknowledge your understanding and acceptance of the provisions of the Non-Collusive Bidding Certification as indicated at the bottom of this document.

The Signatory to this document must be authorized to bind the proposing firm contractually.

_____	_____
Firm Name	Federal Tax ID No.
_____	_____
Street Address	City/State/Zip
_____	_____
Area Code/Telephone (800 if available)	Fax
_____	_____
Print Name	Title
_____	_____
Signature	Date

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- 1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

New York State Thruway Authority

Request for Proposal

GOVERNMENT BANKING SERVICES

RFP No:	22C25
Request Issued:	08/01/2023
Proposals Due:	09/12/2023

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ARTICLE I - Background/Administrative Matters

Section 1.1 - Background

The New York State Thruway Authority is seeking proposals from experienced and qualified financial institutions authorized to do business in New York State to provide general banking and cash management services as described herein for the Authority.

The Thruway Authority is a public corporation organized and existing pursuant to Article 2, Title 9 of the New York State Public Authorities Law for the purpose of financing, constructing, reconstructing, improving, developing, maintaining and operating a highway system known as the Governor Thomas E. Dewey Thruway. The powers of the Thruway Authority are vested in and exercised by a seven-member Board appointed by the Governor with the advice and consent of the State Senate.

The Thruway is a 570-mile superhighway system crossing the State. It is the longest toll superhighway system in the United States. The Thruway route from the New York City line to the Pennsylvania line at Ripley is 496 miles long and includes the 426-mile mainline connecting New York City and Buffalo, the State's two largest cities. Other Thruway sections make direct connections with the Connecticut and Massachusetts Turnpikes, New Jersey Garden State Parkway and other major expressways that lead to New England, Canada, the Midwest and the South. In 1991 the Cross-Westchester Expressway was added to the Thruway system. In all, the Thruway is comprised of 2,843 lane miles of roadway, 817 bridges, over 300 buildings, 134 interchanges, 35 tandem areas, 27 service areas, 3 welcome centers, nearly 120 water service facilities, 3 water treatment plants, 16 wastewater treatment plants and 40 motor fueling stations for Authority vehicles and equipment. Operationally, the Authority is segmented into four regional divisions – New York, Albany, Syracuse, and Buffalo – with the Administrative Headquarters located in Albany.

For the purposes of this Request for Proposals ("RFP"), the term "Authority" shall mean the New York State Thruway Authority.

Section 1.2 - Key Dates

Provided below is a tentative schedule for the milestones in this RFP process, listed in the order of occurrence. The Authority reserves the right to change any or all of these dates as it deems necessary or convenient in its discretion; in the event of such a date change, all parties that have been furnished with this RFP will be duly notified.

<u>Event</u>	<u>Date</u>
RFP Issuance	<u>08/01/2023</u>
Deadline for submitting Written Questions and Exceptions to Terms and Conditions	<u>08/15/2023</u>
Issuance of Written Responses	<u>08/29/2023</u>
Proposal Due Date & Time	<u>09/12/2023 at 1:00 p.m.</u>

Section 1.3 – Permissible Contacts/Contact Person

This procurement is subject to and shall be conducted in accordance with the Thruway Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (attached hereto as Exhibit 1). All questions concerning this RFP must be addressed to the

persons listed below. Proposers and prospective Proposers may not approach any other Authority officer, employee, contractor or agent or any other State entity relative to this RFP (except as provided in Exhibit 1).

Robin Davis
Contract Management Specialist 1
New York State Thruway Authority
200 Southern Boulevard
Albany, New York 12209
Phone: 518-471-4278
Fax: 518-471-4442
Robin.Davis@thruway.ny.gov

Christiano DeSorrento
Investment Officer
New York State Thruway Authority
200 Southern Boulevard
Albany, New York 12209

Keith Fragomeni
Assistant Director of Thruway Investments & Asset Management
New York State Thruway Authority
200 Southern Boulevard
Albany, New York 12209

In the event the contact persons listed above are not available, Proposers may direct their questions to Caitlin Cady at (518) 436-3160 or Andrew Trombley at (518) 471-4385.

Section 1.4 – Written Questions & Responses

The Authority will provide official written responses to all written questions that are submitted to the Authority Contract Management Specialist named in Section 1.3 on or before the date set forth in Section 1.2 of this RFP. These official responses will be distributed to all parties that have been furnished with this RFP. Prospective Proposers should rely only on these official written responses. Questions submitted after the due date set forth in Section 1.2 of this RFP may not receive an official answer.

Section 1.5 – Exceptions to Terms and Conditions

The Authority expects that the Authority's form of Contract contained in Article VI of this RFP, subject to appropriate negotiations, will be the framework for negotiating and entering into a Contract pursuant to this RFP. The Contract will include, but will not be limited to, the terms and conditions of Contract contained in Article VI of the RFP, and Appendices A, D, and E attached hereto. The Authority will not agree to utilize a Proposer's form of agreement; however, in accordance with Appendix E, each Proposer shall submit its Merchant Operating Guide as a part of its technical proposal.

A Proposer may, but is not required to, include in its Proposal general or specific comments about the provisions of the Authority's proposed Contract, including the terms and conditions contained in Appendices D and E. No exceptions shall address Appendix A and the Authority will not be making any changes to Appendix A.

Exceptions should be presented in tabular format that appears as follows:

Page #:
Section #:
Subsection #:
Exception:
Reason for Exception:
Counteroffer (If none, insert "None"):

Any exceptions taken by Proposer in its Proposal will be subject to discussion and negotiations, if and when appropriate, as requested by the Authority.

Section 1.6 – RFP Errors or Omissions

If a Proposer believes there is any ambiguity, conflict, discrepancy, omission or other error in this RFP, such Proposer should immediately notify the Authority Contract Management Specialist named in Section 1.3 of such error and request clarification of or modification to this document. Such notice shall be given prior to the final filing date for submission of proposals. Modifications to this RFP, when appropriate, will be made by addenda hereto and distributed to all parties who have been furnished with this RFP. Clarifications of this RFP, when appropriate, will be made by written notice to all parties who have been furnished with this RFP.

Section 1.7 – Extraneous Terms

Proposals must conform to the requirements set forth in the RFP. Extraneous documents, terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Proposal non-responsive and may result in rejection of the Proposal. Other than the Merchant Operating Guide with respect to Credit Card Processing Services, extraneous terms and conditions will not be considered relevant to the quality of a Proposal or the Contract and should not be included with a Proposal. Any additional terms and conditions which are submitted, attached or referenced within a Proposal shall not be considered part of the Proposal, but shall be deemed included for informational purposes only. Acceptance and/or processing of a Proposal shall not constitute acceptance of the extraneous terms contained in the Proposal. Other documents may be identified for inclusion during the course of the procurement, including as a result of negotiations. Conflicts among the documents shall be resolved in the following order of precedence: 1) Appendix A, Standard Clauses for New York State Contracts; 2) The resulting Contract; and 3) any appendices, schedules, exhibits, and attachments to the Contract, excluding Appendix A but including the Proposal.

ARTICLE II – Services Requested

Section 2.1 – Background

The Authority is seeking proposals from experienced and qualified financial institutions authorized to do business in New York State to provide general banking and cash management services for the Authority as further detailed herein.

It is a goal of the Authority to utilize firms that have a demonstrated history of hiring, training, developing, promoting and retaining minority group members and women and to encourage participation by qualified certified Minority and Women-Owned Business Enterprise ("M/WBE") firms.

The Authority makes extensive use of banking services to collect, accumulate, manage and disburse funds. The Authority intends to select one financial institution to provide these banking services. These services include the following:

- A. General Account Services
- B. Depository Services
- C. Disbursement Services
- D. Transition Plan and Execution
- E. Other Banking Services

All funds on deposit must be fully collateralized with the collateral being held by the Authority's third-party custodian. The Authority's current custodian is The Bank of New York Mellon. The collateral must be securities issued or guaranteed by the government of the United States or New York State. This is in accordance with Section 364 of the NYS Public Authorities Law and the Authority's Investment Policy.

A listing of the Authority's current accounts is included as Attachment A. All transactions are payable in US Dollars. As of the issuance date of this Request for Proposal, the Authority does not utilize sweep accounts.

An estimate of the volume of transactions that the Authority expects to process or services that the Authority expects to be provided by the successful proposer in a calendar year is noted on Attachment C (Fee Schedule). The estimated quantities are based on January 2022 – December 2022 account activity. Additional summary information regarding the Authority has also been included in Attachment D. Information provided in Attachment C and Attachment D should be considered when completing the proposal.

The Authority anticipates transition of services, if necessary, to occur within three to six months of the contract date.

Section 2.2 – Scope of Services

The bank must provide the following services which may include, but may not be limited to the following:

A. General Account Services

1. General Services - Provide general services for all accounts, each of which may receive deposits of cash and/or checks from various Authority sources. Such general services include, but may not be limited, to the following:
 - a. File with the Authority an "Undertaking For Bank Deposits and Assignment of Securities" (Attachment B) before any accounts can be established.
 - b. Pledge securities as collateral for Authority deposits at the Authority's Custody and Safekeeping Bank. The collateral must be securities issued or guaranteed by the government of the United States or New York State. This is in accordance with Section 364 of the NYS Public Authorities Law and the Authority's Investment Policy. Currently, The Bank of New York Mellon is the Authority's custodian for pledged collateral.

- c. Establish and administer Authority demand deposit accounts and maintain accurate records of activity in each account. This must include generation of monthly account statements in electronic format.
 - d. Provide, on a daily basis, transaction reporting for all accounts established for the Authority. This must include the creation and transmission of a daily BAI2 file for selected Authority accounts. The Authority maintains certain bank accounts in its enterprise-wide financial system, the Oracle eBusiness Suite version 12.2.6.
2. Account and Data Security Services - Provide account and data security services for all accounts established by the Authority, and all systems, programs and other technology used to support, process and secure Authority accounts and data.
- a. Provide account security services to prevent unauthorized opening, activity, modification or closing of Authority accounts, including establishment of control procedures by the successful Proposer.
 - b. Provide account security services to ensure Payment Card Industry (PCI) compliance by the Contractor and Authority, as may be required or necessary for the provision of credit card services, and as prescribed in Appendix E relating to the provision of credit card services.
 - c. Provide security administration controls and procedures for the Authority, including documentation and flowcharting of controls and procedures relating to account and data security.
 - d. Provide data transmission and storage security services compliant with all current Federal and State Banking regulations, including, but not limited to, the Gramm-Leach-Bliley Act, Sarbanes-Oxley Act, National Credit Union Administration, data privacy and data residency laws, Cybersecurity Information Security Act, and the USA Patriot Act.
3. Reporting Services - Provide reporting for all Authority accounts, activity, transactions and system administration, and as may specifically be included in any service listed in Section 2.2 – Scope of Services.
- a. Provide on-line reporting, in template and ad-hoc form, on a real-time basis, or on such basis as desired by the Authority, for all services provided as may be applicable, including reporting activity and balances in any account, account group or all accounts opened or maintained for the Authority. Reports generated must be downloadable in spreadsheet and pdf formats, at a minimum.
 - b. Provide on-line, ad-hoc, real time reporting for account activity and modification by users, system administrators, and personnel of the Authority and Proposer. Provide reports in such format and frequency as may be reasonably requested by the Authority.
 - c. Provide regular reporting of events of a temporary interruption(s) in, or partial loss or complete failure of the Contractor to provide electronic payment processing services to the Authority (a "System Incident"). System Incident Reports are to be provided on an immediate basis per System Incident, and on a monthly basis in summary form for the previous month's System Incidents.

B. Depository Service

1. Deposit Services - Provide the ability for the Authority to make cash and check deposits.
 - a. Provide the ability for the Authority to process check deposits remotely. This feature must be available to both the Authority and any third party that may process deposits on behalf of the Authority.
 - b. Provide the ability for the Authority to make cash and check deposits, preferably in Albany, New York. Proposer must provide scheduled courier services, as well as unscheduled courier services if reasonably requested or required by the Authority. Cost of courier services must be part of the submitted fee proposal.
 - c. Process returned items. The Authority requires that a check be presented for payment a second time. Items returned a second time are to be immediately presented to the Authority for collection processing.
2. Lockbox Services - Establish and administer lockbox services to process the receipt of payments for the Authority.
 - a. Capture images of checks and other remittance documents.
 - b. Provide automated or online detailed deposit and balance information to the Authority. Deposit information should be available in real time, and in no event, later than the next business day. Reporting services for lockbox activity should include the ability to run ad-hoc reports on a real-time or other basis.
 - c. Funds must be deposited into a designated Authority account within 24 hours (one business day) of receipt.
 - d. Provide electronic data transmission services for data related to checks received via Lockbox with data format, file transmission method, and frequency to be determined as best fits the needs of the Authority.
 - e. Provide electronic data transmission services for remittance and other documents received with each payment, identified by the related check or deposit.
3. Segregated Deposit (Escrow) Services - The Authority has the need for specific funds to be held in Segregated Deposit (Escrow) Accounts. These accounts are for funds held in escrow representing cash surety deposits placed with the Authority to secure payment for individual Authority Commercial Charge Account program customers. The segregated deposit account services must provide for the Authority's custody of commercial customers' cash surety deposits, and include:
 - a. Establishing an interest-bearing custody account or sub account for the benefit of individual Commercial Charge Account program customers, as directed by the Authority.
 - b. Wire, deposit, or transfer of funds to establish new accounts, or to additionally fund existing accounts.

- c. The ability of the Authority to wire, transfer or withdraw funds from existing individual accounts, for the full account balance or a balance reduction, solely at the direction of the Authority.
 - d. Providing individual account statements to the entity named on each account, with the frequency of statements (e.g. monthly, quarterly, annually) to be established by the Authority, on a per account basis.
 - e. Payment of interest to the entity named on each account, with the frequency of interest payments (e.g. monthly, quarterly, annually) to be established by the Authority, on a per account basis, but on no less than an annual basis. The interest to the sub account holders is to be paid by check or electronic funds transfer to be generated by the Proposer, at the direction of the Authority.
 - f. The ability to change a name(s) associated with the segregated deposit account at the direction of the Authority.
 - g. Provide monthly statements to the Authority, to be available in electronic and hardcopy versions, which detail the funds held for each Segregated Deposit (Escrow) Account including interest, and including sub-totals of related accounts, if any, and the balance of all segregated deposit accounts combined in total.
 - h. Provide online viewing of sub account information including balance details (i.e. interest to date). Reports should be electronically provided and include balance and detail reporting as of and for the previous day.
4. Credit Card Payment Processing Services - Provide the Authority with credit card payment processing services for all customer payment types (i.e., credit, debit), with existing credit card providers (i.e., MasterCard, Visa, Discover, American Express, etc.).
- a. Establish any and all necessary accounts for credit card payments received and/or disputed.
 - b. Provide terminals for credit card payment processing, including the ability to rent, purchase, return, or update/upgrade credit card payment terminals; and provide maintenance, repair and replacement of terminals as may be necessary or desired by the Authority.
 - c. Provide end of day transaction summaries through terminal reports/printouts.
 - d. Provide on-line settlement reports, including ad-hoc reporting, summarizing transaction details, summary detail by card type, payment type, or other summary grouping as required or requested by the Authority.
 - e. Provide credit card payment reconciliation services.
 - f. Provide the necessary security measures for credit card payment processing, information and customer accounts.
 - g. Provide regular reporting of events of a temporary interruption in, or partial loss or complete failure of the Contractor to provide electronic payment processing services to the Authority (a "System Incident") System Incident Reports.

- h. Provide a detailed procedural manual for terminals, payment processing, and settlement, including any necessary security steps or measures to be performed throughout the payment process by each operator, supervisor and system or security administrator. This should be provided for each method used to process payments (phone, on-line/web payments, fax, etc.).
- i. Provide support services, including a help line or phone number for assistance and/or technical support, and assign a contact person(s) for primary assistance specifically for credit card services provided to the Authority.

C. Disbursement Services – Provide services for disbursement of Authority funds via check, electronic funds transfer (EFT) and Automated Clearing House (ACH) funds transfer.

1. Checking Services – provide services for check issuance processing and cashing.
 - a. Accept one or more check issuance files sent electronically to the bank. Provide confirmation to the Authority for each check issuance file received by the bank, including the status of the file received.
 - b. Provide for stop payment service and the ability to void, cancel and/or delete check issues.
 - c. Provide controlled disbursement services for Authority accounts as desired or needed.
 - d. Provide the Authority with the ability to view images of cleared disbursement checks (front and back) on both a current and historical basis. Images should be available for a minimum of 360 days on-line with images older than 360 days available upon request.
 - e. Provide check stock, including delivery, to the Authority. Most accounts of the Authority use standard business checks.

The successful Proposer will be required to obtain the checks in a format that is compatible with Authority check standards for check printing. Payment for such stock will be at cost and is expected to be paid via compensating balance arrangement.

Note: The Authority currently utilizes its Government Banking provider to print and distribute the majority of its checks

2. Reconciliation Services – Provide reconciliation services related to disbursement of Authority funds.
 - a. Provide positive pay services, including payee verification services, for Authority accounts.
 - b. Provide full account reconciliation for Authority accounts. This service should include balance reporting of outstanding checks, checks paid, stop payments or other process item(s) as may be relevant.
3. EFT and ACH Services - Provide the ability to process Electronic Funds Transfers (EFT's) and Automated Clearing House (ACH) transfers.
 - a. Provide the ability to process incoming and outgoing Federal Wire Transfers via secure online web-based system or other state of the art secure system in accordance with current Federal and State banking regulations.

- b. Provide the ability to process outgoing pre-note or payment files of ACH transactions in standard ACH CTX format. Provide confirmation within 24 hours to the Authority that the file has been received by the bank, including the status of files received.
 - c. Provide the ability to execute ACH payments within 24 hours of receipt of issuance file (i.e., next business day).
 - d. Provide the Authority with detailed identifying information for all ACH payments received.
 - e. Provide the Authority with detailed identifying information for all returned ACH payments, including all relevant NACHA codes.
 - f. Provide ACH debit block services for accounts as requested by the Authority and provide Authority with the ability to authorize exceptions.
 - g. Provide for secure same day electronic transfers between Authority accounts.
 - h. Provide the Authority with daylight overdraft ability for accounts with same day transfers from other Authority accounts.
4. Debit Card Services - The Authority currently uses debit cards for use by designated Authority personnel during emergency responses as a result of weather or road conditions, or other forms of emergency response, where workforce crews are expected to be in travel status while responding. Cash is needed for disbursement to members of workforce crews for travel related meals or other allowable travel costs for which providing a travel advance was not possible.
- a. Provide debit cards that may be used at the provider's branch locations and ATM's, as well as at other ATM locations through a common network.
 - b. Quarterly, provide a list of the available branches and ATM locations in and around New York State where these debit cards may be used.
 - c. Establish procedures with the Authority to securely provide Personal Identification Numbers (PINs), with the ability to securely provide PINs within 24 hours of Authority request if necessary.
 - d. Establish appropriate withdrawal limits for 24 and/or 48-hour periods. Limits should be for cash only and exclude transaction fees. Withdrawal limits, excluding transaction fees, should be no less than \$1,000, and no more than \$2,500. Automatic fee replenishment after a withdrawal is desirable. The Authority would prefer to establish and assign debit card limits based on individual debit card holder (i.e., employees/titles with responsibility for larger workforce crews would be assigned a larger limit).
 - e. Establish procedures with the Authority for issuing debit cards to its employees with minimal identification requirements in order to protect personal information of Authority employee debit card holders. **Please note: the Authority is generally prohibited from providing employee information such as birthdate, personal address, social security number, etc.**
 - f. Provide replacement debit cards and establish related security procedures. Replacement cards should be provided within 24 hours of Authority request, if necessary.

- g. Provide reconciliation and reporting of cards issued, outstanding, returned, lost and/or replaced. Reporting should include relevant details including dates and debit card holder names.
 - h. Provide detailed on-line reporting, including ad-hoc reporting ability, for debit card activity. This should include a breakdown of transaction fees assessed, ATM or branch location, and ATM owner.
 - i. Provide automated warnings to the Authority of potential debit card misuse, theft or other potential fraud related activity. Establish procedures for suspending and reactivating debit cards. Suspension and reactivation should be immediate, with 24-hour availability and remote access capabilities for security administrators.
5. Check Printing Services - The Authority is requiring check printing services to be provided by the successful proposer. While the Authority currently maintains the ability to print and distribute its own checks, the Authority now utilizes its Government Banking provider as its primary check printing solution. Check printing services provided by the successful Proposer would be upon request or routinely scheduled.
- a. For Authority accounts with check writing ability, provide for check printing on Authority check stock (as identified in Section 2.2.C of this Scope of Services) at the direction of the Authority. Ensure that Authority checks bear the necessary electronic signatures and Authority logo(s) as provided by the Authority.
 - b. For Authority accounts with check writing ability, provide for advice printing if desired by the Authority.
 - c. Provide for the distribution of printed Authority checks as directed by the Authority.
 - d. Establish controls over Authority check stock inventoried by the Proposer.
 - e. Provide reporting of check and advice printing activity, in template and ad-hoc form.

D. Transition Plan and Execution

- 1. Provide a detailed plan for transition of existing accounts, funds and processes to successful proposer. Identify the responsibilities of the proposer, the Authority and any others for tasks and action items in the plan. The plan should also include, as an exhibit to the plan, a flowchart of the transition through completion with detail sufficient to identify the key tasks and action items of the plan.
- 2. Provide schedules outlining the timing of executing the transition plan. This should include:
 - a. A schedule that provides expected completion dates of major components of the transition plan,
 - b. A schedule that includes expected completion dates of tasks and action items identified in the plan, and
 - c. Any schedule reasonably requested by the Authority before or during the transition.

3. Provide weekly status reports of transition progress, and identify the next steps of the plan, uncompleted or delayed tasks and action items, and any anticipated change to the overall schedule and/or expected transition date.
4. Provide a comprehensive contact list of Proposer contacts assigned to the transition, including location, title, phone number(s), e-mail address and areas of responsibility relating to the transition plan.
5. Schedule meetings, conference calls and any other activities that need participation from the Authority, the Proposer and any others before and during the transition.

E. Other Banking Services

Provide any other general banking services as requested or needed by the Authority during the life of the contract that are not contemplated in Section 2.2 - Scope of Services. The Authority may desire, outside of the base fee proposal for the services listed above, the following services, including, but not limited to, the following:

- a) Travel Card Program
- b) Procurement Card Program
- c) Overnight "Sweep" accounts or similar short-term investment options (including interest bearing accounts)
- d) Vault Services
- e) Other Services that may benefit the Authority

Section 2.3 – Fee Proposal

The Authority will pay for services based on the fee schedule and earnings credit calculation submitted with your proposal. The fee schedule must be submitted using Attachment C – Fee Schedule. The fee schedule is based on the AFP Codes for the services currently provided to the Authority. If the proposer plans to include different or additional AFP Codes for billing purposes, a request to use such code(s), with a reason and description of the need for such code(s) must be submitted in accordance with Section 1.4 of this RFP (Written Questions & Responses).

The fee schedule includes a proposal for an Earnings Credit Rate ("ECR"), with such rate used to determine an Earnings Credit. The ECR must be provided in the designated line of the fee schedule, labeled as "Earnings Credit Rate." The rate will be used to calculate an Earnings Credit to be evaluated as part of the fee proposal.

The electronic fillable form for Attachment C – Fee Schedule can be found at the following link:
https://www.thruway.ny.gov/external/rfp22c25_attachment_c_fee_schedule.zip

Proposer must complete Attachment C and submit the hard copy with their proposal.

Section 2.4 – Compensation

The Authority anticipates that it will pay for the services described in Section 2.2- Scope of Services, pursuant to a compensating balance arrangement; however, the Authority reserves the option to issue payment directly to the successful proposer for any billing period at its discretion.

Payment by either a compensating balance arrangement or on a direct fee basis will include an Earnings Credit. The Earnings Credit will be used to reduce the bank service charge for the specified period. The Earnings Credit will be calculated as provided in the fee schedule (Attachment C) per Section 2.3 above.

Payment by Compensating Balance

If the Authority elects to pay by compensating balance, the value of the compensating balance will be calculated as agreed to by the provider and the Authority. The bank must provide a monthly bank account analysis statement to the Authority. This analysis statement must include monthly volumes and total costs associated with each itemized activity. The bank must agree that excess Earnings Credit(s) may be carried forward to offset future payments for a period of time proposed by the bank and agreed to by the Authority, but not less than quarterly. The bank must include in their proposal the maximum period that an Earnings Credit can be carried forward.

Direct Payment

If the Authority elects to make direct payments of fees billed, the Authority will offset the payment with the calculated Earnings Credits as defined above. The bank must provide a monthly bank account analysis statement to the Authority. Excess Earnings Credits must be allowed to be carried forward to offset future payments for a period of time agreed to by the bank and the Authority but not less than quarterly. Payment for services by direct fee should be billed on an invoice on a periodic basis to be determined through the contract. The bank must include in their proposal the maximum period that an Earnings Credit can be carried forward.

ARTICLE III – Proposal Requirements

Section 3.1 – Minimum Qualifications

Proposals will only be considered from banking institutions that are capable of performing the specifications presented herein and that meet the following criteria as of the date of the submission of Proposer's response to this RFP:

1. The Proposer must be a State or Federally chartered commercial bank.
2. The Proposer must be a member of the National Automated Clearing House Association (NACHA).
3. The Proposer must be able to act as an Originating Depository Financial Institution (ODFI) for the direct deposit of payments.
4. The Proposer must provide their most recent published annual report (or annual report of its parent holding company) and must have audited financial statements for the past two years, including an

independent auditor's report signed by a Certified Public Accountant(s) or a firm of Certified Public Accountants.

5. The Proposer must have a minimum long term credit rating of "A" without regard to subcategories from at least one of the major rating agencies, and no rating below investment grade from any other major rating agency.
6. The Proposer must have a minimum of five years of experience in the government banking industry, including providing services for an entity or entities similar to the Authority (annual revenues totaling \$100 million or more) currently, or within the last five years.
7. The Proposer must include the following statements in the Proposer's Cover Letter:
 - A statement that the proposal is irrevocable for 180 days from the date when proposals are due, or longer by mutual agreement.
 - A statement that the Proposer is ready, willing and able to provide the proposed services in a timely manner upon reasonable notice.
 - A statement that if awarded the Contract, the Proposer's provision of services to the Authority will not create any conflict of interest for the Proposer. If the Proposer believes that a conflict of interest may arise, the nature of the conflict should be described.

Failure to meet these minimum qualifications will result in automatic disqualification.

Section 3.2 – Content of Proposal

The following is a list of the information that each Proposer must provide. The Authority reserves the right to, in its discretion, disqualify a proposal that does not include all of the information required below.

To expedite the review of submissions, the Authority requests that the proposal be submitted in a binder with the material separated by tabs numbered/lettered to match the specific information requested below; provided, however, that the fee proposal shall be submitted in a separate envelope marked "Fee Proposal". Additional information, if any, should be submitted in a separate binder. No information beyond that specifically requested is required, and Proposers should keep their submissions to the shortest length consistent with making a complete presentation, not to exceed 40 pages in 12-point font. Such page limit shall apply to Paragraph B – Statement of Proposal, Sections 1 through 8, Sections 10 through 15, and include a five (5) page limit for Section 9 "Describe the Proposer's ability and proposal to provide Credit Card Payment Processing Services as described in Section 2.2(B.4)," and include a five (5) page limit for Section 16 "Describe the Proposer's Other Banking Services as described in Section 2.2(E)". The page limit will exclude the Cover Letter (Section 3.2 – Content of Proposal – A), the Fee Proposal (Attachment C), those materials required by paragraph B and paragraph D of Section 3.2, the Conflicting Association Rules Table (Attachment E), and the Merchant Operating Guide (as defined in Appendix E). These materials should be provided in a separate binder labeled Minimum Qualifications (paragraph B) and Other Required Materials (paragraph D of Section 3.2 and the Merchant Operating Guide), separated by corresponding numbered and lettered tabs. Each side of a sheet of paper is considered one page. Completely blank sides of paper will not be counted as a page for purposes of the page limit restrictions.

- A. Cover Letter – A cover letter, which is an integral part of the proposal, must be signed by the individual or individuals authorized to bind the Proposer contractually. The letter must indicate for

each signatory that the signer is so authorized and the title or position the signer holds in the Proposer's organization. The cover letter shall include the following:

- 1) The Proposer's name, nature of organization (e.g. corporation, partnership, etc.), location of main office - address, telephone/fax numbers and e-mail address (if applicable) – and the name, business address, telephone/fax numbers and e-mail address (if applicable) of the person within the organization who will be the Authority's primary contact concerning the proposal.
 - 2) A statement that the proposal is an irrevocable offer for 180 days from the date when proposals are due, or longer by mutual agreement.
 - 3) A statement that the Proposer is ready, willing and able to provide the proposed services in a timely manner upon reasonable notice.
 - 4) The identity of the key management and supervisory personnel who will be assigned to provide the services described to the Authority.
 - 5) Either: A) A statement that if awarded the Agreement, the Proposer's provision of services to the Authority will not create any actual or potential conflict of interest or appearance of impropriety. Indicate what procedures will be followed to detect, notify the Authority of, and resolve any such conflicts.; or B) The identity of any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Proposer or former officers and employees of the Authority, in connection with rendering services enumerated in the RFP. If a conflict does or might exist, a description of how the Proposer would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Authority of, and resolve any such conflicts.
 - 6) Either: A) A statement that neither the Proposer, nor any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Ethics and Lobbying in the Government or its predecessor or successor State entities (collectively, "Commission"); or B) A brief description of any investigation or disciplinary action by the New York State Commission on Ethics and Lobbying in Government or its predecessor or successor State entities (collectively, "Commission") with respect to the Proposer, any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, including an indication of how any matter before the Commission was resolved or whether it remains unresolved.
- B. Statement of Proposal – each proposal shall contain the following information regarding the services to be provided:
1. A brief history and description of the Proposer's organizational structure including size, services, capability and area(s) of specialization.
 - a) Include a statement that the Proposer is able to provide all of the services requested in the Scope of Services, and indicate specific exceptions, if any. For any exceptions, indicate a reason, an anticipation date of provision of the noted

service(s) in the future, and/or an alternative method with how the service may be provided.

- b) For each service listed in Section 2.2 - Scope of Services, indicate in list form or describe:
 - i. any systems or programming (define as proprietary or vendor based) used to provide each service,
 - ii. how long the system(s) or program(s) have been used for each service, and
 - iii. any changes, updates or replacements planned, including planned implementation date.

2. Describe the Proposer's ability to provide General Account Services described in Section 2.2(A.1), including but not limited to the following types of information:

- a) Provide a detailed description of the administrative functionality of the bank's internet or Web-based system(s) or program(s) used to provide services included in Section 2.2 – Scope of Service. The description must include capabilities with respect to administration including, but not limited to:
 - i. Technology and system(s)/program(s) used (indicate as proprietary or from a vendor)
 - ii. System support (internal/external) details
 - iii. Authority System Administration controls and security features
 - iv. Authority System Administrator roles and responsibilities
 - v. Controls over Authority user set-up and maintenance
 - vi. Error and fraud prevention relating to Authority user activities
 - vii. Reporting capabilities and user ad-hoc reporting abilities
 - viii. How messages are received from the bank regarding system availability, system problems, system upgrades etc.
 - ix. Ease of access and navigation
- b) Detail any system limitations for systems or programming proposed that may have an impact on Authority operations based on Authority information provided in this RFP (i.e., a limit on the number of transactions that can be processed or viewed in a report, processing or other action item deadlines, internal controls surrounding cash transfers, daylight overdrafts, etc.).

3. Describe the Proposer's ability and proposal to provide Account and Data Security Services as described in Section 2.2(A.2) including but not limited to:

- a) All available methods for the exchange of data files, including but not limited to ACH files, lockbox data files, check printing/positive pay files, and BAI2 files. The files transmission methods should include a description of the security measures available to ensure secure transmission such as encryption, secure FTP, etc.
- b) The overall security of the online system used to access Authority accounts including but not limited to login access controls, password requirements, access

limits by user role and how users are tracked, system administrative capabilities, etc.

- c) System Administration reporting abilities, including ad-hoc reporting capabilities.
4. Detail the Proposer's overall reporting proposed and its capabilities, as described in Section 2.2(A.3) for account balances, activity and transactions (e.g. wires, ACH), user activity, etc., including user ad-hoc reporting capabilities of the system. Describe the capability for the Authority to electronically download reports, and any program(s) used for providing reporting for any of the services listed in Section 2.2 – Scope of Services.
 5. Describe the Proposer's ability and proposal to provide Depository Services as described in Section 2.2(B.1) including, but not limited to:
 - a) How the proposer will determine and calculate the availability of deposited items.
 - b) How the proposer will accommodate the remote deposit of check items and the technology involved.
 - c) How the proposer will provide the Authority with the ability to deliver cash and checks from the Authority's Albany, NY Headquarters location for same day deposit, processing and credit to its accounts.
 - d) Provide a list of branches and locations in Albany, and in New York State, and services they may provide or assist with relative to the Scope of Services listed in Section 2.2 of this RFP.
 6. Describe the Proposer's ability and proposal to provide Lockbox Services as described in Section 2.2(B.2) including, but not limited to:
 - a) Location of the lockbox facility.
 - b) How long images of checks and other remittance documents are available for online (or other) review.
 - c) How the Authority will receive electronic deposit and document information.
 - d) The Proposer's plan to send or store physical documents received in the lockbox.
 - e) Reporting abilities, including ad-hoc reporting capabilities.
 7. Describe the Proposer's ability and proposal to Segregated Deposit (Escrow) Services as described in Section 2.2(B.3) including, but not limited to:
 - a) How interest-bearing accounts and sub-accounts will be established for the benefit of Authority commercial charge account customers providing cash as surety for their accounts.
 - b) How initial deposits, additions and reductions to the individual accounts and/or sub-accounts will be processed between the Authority and the proposer.

- c) How account statements will be provided to the Authority customers, and the ability to provide statements for each account as desired by the Authority customers on a monthly, quarterly, semi-annual or annual basis.
 - d) How payment of interest will be scheduled and processed to Authority customers, and the ability to provide payment for each account as desired by the Authority or Authority customers on a monthly, quarterly, semi-annual or annual basis. Currently, the Authority's standard agreement provides for annual interest payments to be made to commercial charge account customers for their surety deposits.
 - e) Describe the process for name or other account changes.
 - f) Describe the monthly statements available to the Authority and the detail level provided.
 - g) Describe the Proposer's detail reporting abilities, including electronic, on-line and ad-hoc reporting capabilities.
8. Describe the Proposer's ability and proposal to provide Credit Card Payment Processing Services as described in Section 2.2(B4) including but not limited to:
- a) Different payment methods (i.e., internet/web, phone, point of sale, etc.).
 - b) How an account or accounts will be established for the payment methods and types of payments processed (e.g., credit vs. debit).
 - c) Describe your settlement process and procedures for credit card transactions and settlement funds transfer, including timing and exception handling.
 - d) Daily reconciliation of transaction activity and account credit and balances.
 - e) Describe the process for handling disputed charges, (please refer to Appendix E, Article 6 "Chargebacks,") and the Proposer's notification procedures and assistance through resolution of a disputed charge.
 - f) Customer card and information security, and the Proposer's related procedures and controls.
 - g) Describe the procedures that exist or will be developed to assist the Authority with establishing and maintaining any appropriate or required levels of PCI compliance.
 - h) Reporting transactions, activity and usage, including the ability to group and sort details; report real-time or for date or date range; and providing ad-hoc reporting as desired.
 - i) Reporting System Incidents as they occur, and on a regular monthly summary basis, including the timing of reporting for each (please refer to Appendix E for specific reporting requirements relating to credit card processing).

- j) PCI compliance reporting.
 - k) Process and procedure manuals.
 - l) Provision of an assigned contact(s) for support.
 - m) Provision of a help line, website and/or other means of assistance, and availability (i.e., hours of operation, live assistance vs. website assistance, etc.) for Authority processors or managers.
 - n) Describe your proposal for provision, maintenance, replacement and return of credit card terminals, including timing for repair or replacement. Indicate how new technologies or equipment would be timely communicated or provided to the Authority.
 - o) Submit a complete copy of your current Merchant Operating Guide, as defined in Appendix E, Article 2 "Definitions".
 - p) Describe the process of providing updates and revisions to your Merchant Operating Guide, as well as notification and timing of notice for such updates and revisions. Please refer to Appendix E, Article 4 "Merchant Operating Guide" for terms and conditions relating to updates and revisions to the Merchant Operating Guide.
 - q) Please complete Attachment E, "Conflicting Association Rules Table," to provide a listing of all known conflicts between Card Association rules and requirements of this RFP, including the terms and conditions provided in Appendix E. Instructions for completing this table are provided in Attachment E.
9. Describe the Proposer's ability and proposal to provide Disbursement Services as described in Section 2.2(C.1) including, but not limited to:
- a) The deadline for transmission of check issuance files to the bank.
 - b) How the Authority will be able to confirm receipt of the issue file by the bank.
 - c) Describe how the Authority will be able to void, delete and cancel check issues for selected accounts, and the impact of the adjustment on the outstanding check file.
 - d) Describe the ability and process for Authority replacement (duplicate) checks issues.
 - e) Describe how the Authority will be able to obtain or view images of cleared disbursement items and how long these items will be available to be viewed on-line.
 - f) Propose and describe how the Authority will be able to obtain images of cleared disbursement items that are no longer available on-line.

- g) Describe and propose how the Proposer will comply with the requirements for providing check stock.
10. Describe the Proposer's ability and proposal to provide Reconciliation Services as described in Section 2.2(C.2) including, but not limited to:
- a) The Proposer's ability to provide Positive Pay services
 - i. Indicate the type(s) of electronic file transmission accepted by the Proposer.
 - ii. Indicate the deadline for receipt of check issuance files to the bank.
 - iii. Describe the capabilities and other acceptable methods for transmission of check issuance files if electronic file transmission is not available or temporarily not functional (i.e., system is down, e-mail unavailable, etc.).
 - iv. Describe the actions available to the Authority for exceptions.
 - v. Indicate the amount of time the Authority will have to review Positive Pay exceptions (discrepancies), and the deadlines to notify the bank of the action to be taken.
 - vi. Indicate the ability to review and resolve Positive Pay issues on-line.
11. Describe the Proposer's ability and proposal to provide Electronic Funds Transfer (EFT) Services/Automated Clearing House (ACH) Services as described in Section 2.2(C.3) including, but not limited to:
- a) Describe the payment initiation process, including Fed Wire transfers and ACH debit/credit transactions. Include a description of on-line capabilities.
 - b) Describe the payment approval and release processes.
 - c) Describe the ability to process outgoing files of ACH transactions in standard ACH CTX format. Indicate the amount of time for confirmation to the Authority that the file has been received by the bank, and the detail provided in the confirmation relating to the file received.
 - d) Describe the capabilities and other acceptable methods for transmission of ACH files if electronic file transmission is not available or temporarily not functional (i.e., system is down, e-mail unavailable, etc.).
 - e) Will "same-day" ACH be available and the timing required of a file submission to be treated as such.
 - f) Describe the information the Proposer will provide relating to electronic credits (wire, ach or other) received in Authority accounts, including the level of identifying detail that will be provided for individual credits.
 - g) Describe the Proposer's resolution process for returned ACH items, including the method and timing of notification, and the descriptive information that will be provided to the Authority for individual returned ACH items.
 - h) How the Proposer will provide the Authority with the ability to process transfers between Authority bank accounts.

- i) Describe daylight overdraft procedures relating to same day availability of funds for transfers between Authority bank accounts.
 - j) Describe the Proposer's customer service and availability for problem resolution relating to EFT and ACH transactions, and funds availability.
12. Describe the Proposer's ability and proposal to provide Debit Card Services as described in Section 2.2(C.4) including, but not limited to:
- a) The description of cards to be provided, including a description of any related technologies associated with the cards (i.e., security chips, other enhancements, or technologies in development).
 - b) The process for card activation.
 - c) The process for issuance of debit cards to the Authority, including informational requirements.
 - d) The process for issuance of PIN's to Authority debit card holders.
 - e) Security and control features surrounding use of debit cards assigned to Authority employees, including limits, funding and cancelation of lost or stolen debit cards.
 - f) The reconciliation process for use and replenishment.
 - g) The reporting of debit card usage and activity, including ad-hoc capabilities.
 - h) Debit card inventory, tracking and replacement procedures.
13. Describe the Proposer's ability and proposal to provide Check Printing Services as described in Section 2.2(C.5) including, but not limited to:
- a) The provision of check and advice stock per Authority's specifications.
 - b) Description of the location, space and equipment used.
 - c) The process for check printing services, including a description of:
 - i. the hardware, software and/or system used for check printing services, including information requirements and descriptions of each;
 - ii. electronic file types;
 - iii. transfer, use and update of digital signatures;
 - iv. transfer/receipt protocols;
 - v. verification procedures;
 - vi. confirmation of file information; and
 - vii. the physical printing of checks, including quality control procedures before, during and after printing.
 - d) Distribution capabilities, including direct mail and bulk delivery.

- e) Controls surrounding the storage of check stock and electronic signature files.
 - f) Reporting abilities, including ad-hoc reporting capabilities for the checks printed and distribution detail.
14. Describe the Proposer's Transition Plan as described in Section 2.2(D), including key milestones, data exchange and timeline for conversion to the proposer's banking institution. Identify key personnel to be assigned to the transition, and their responsibilities and experience.
15. Describe the Proposer's Other Banking Services as described in Section 2.2(E). The Authority may desire, outside of the base fee proposal for the services listed above, the following services including, but not limited to:
- a) Travel Card Program
 - b) Procurement Card Program
 - c) Overnight "sweep" accounts or similar short-term investment options
 - d) Vault Services
 - e) Other Services
16. Describe fully the calculation of the Earnings Credit:
- a) the description of the factors used in calculating the Earnings Credit Rate ("ECR") proposed, including a description of the base rate or index used, the spread, time period or any other factor used in calculating the ECR
 - i. include any additional information relating to the spread used, such as how it is set or determined, or changed, and any other relevant information concerning the determination of spread in the calculation of the ECR
 - b) frequency (daily, monthly, quarterly, etc.) with which the ECR is changed or calculated for purposes of Earnings Credit calculations
 - c) the description of the dollar amount ("Required Balance") used to calculate the Earnings Credit (i.e., Average Daily Balance, Average Collected Balance, etc.)
 - i. indicate how the Required Balance is calculated, including any adjustments made to the Required Balance to arrive at the amount used for purposes of calculating the Earnings Credit (i.e., float, reserves, or other adjustment)
 - d) frequency (daily, monthly, quarterly, etc.) with which the ECR is applied to the Required Balance
 - e) the calculation of the Earnings Credit
 - f) State the maximum period that an earnings credit can be carried forward.
17. Submit a proposed Fee Schedule in detail in Attachment C.

- a) Include the ECR and calculation of the Earnings Credit where provided for at the bottom of the Fee Schedule.

C. Statement of Qualifications – each proposal shall contain the following information regarding the Proposer's qualifications to provide such services:

- 1) A brief history and description of the Proposer's organizational structure including size, scope of services, capability and area(s) of specialization.
- 2) Detailed documentation of the Proposer's qualifications and experience related to the scope of work required by this RFP.
 - a. Listing from the Office of the Comptroller of Currency showing the Proposer listed as an Active Nationally Chartered Commercial Bank or a similar listing from New York State.
 - b. Listing from the National Automated Clearing House Association website (www.nacha.org) showing the proposer as a current member.
 - c. A document certifying that the proposer is an Originating Depository Financial Institution. If the proposer is one of the NACHA Top 50 Originators, provide a copy of this statistical report from the NACHA website.
 - d. The most recent published annual report of the Proposer or its parent holding company. If Proposer or any parent company to the Proposer does not produce an annual report, please indicate here, and provide a report that may be similar to an annual report if such a report is available.
 - e. A client list that demonstrates that the Proposer meets the minimum qualifications relative to the Proposer's experience in providing government banking services over the last five (5) years; such client list may be a complete list of all clients, or, at the Proposer's discretion, it may be limited to only those clients similar to the Authority that have annual revenues of \$100 million or more. The client list should include a detailed description of each client's size relative to Total Annual Revenues, specific services provided, and length of relationship with each client listed. Provide the name, address and telephone number of an individual responsible at the client organization for the supervision or management of such services or related contract.
 - f. A copy of the most recent ratings report of the Proposer from two nationally recognized credit rating agencies, to include one report from either Moody's, Standard & Poor's or Fitch if rated by any one of those agencies. If the Proposer has only one rating, then the last two ratings reports from that rating agency must be submitted.
- 3) The resumes of key management and supervisory personnel who will be directly assigned to provide the services to the Authority and a description of the specific function each will perform. This information should include each individual's qualifying experience to perform the services assigned and his/her position and length of service with the Proposer.

- 4) A client list including a detailed description of the size, total dollar value, and specific services provided for each client to which the Proposer provided similar services within the past five (5) years; specify the name, address and telephone number of the individual responsible at the client organization for the supervision of such services.
 - 5) A list of at least three (3) references.
 - 6) Copies of the Proposer's audited financial statements for the past two years. If a Proposer does not have audited financial statements, Proposer should submit any financial statements that it does have (e.g. lines of credit, statements compiled by an outside accounting firm, etc.) and any other information Proposer feels is pertinent in establishing the financial stability of its business/organization. If a Proposer has questions about what evidence of the Proposer's financial stability will be acceptable to the Authority, the Proposer should communicate with the Authority Contract Management Specialist named in Section 1.3.
 - 7) A list of branches that the bank has in New York State, or, if none in New York State, a list of branches closest to Albany.
- D. Other Required Materials – each proposal must include the following required materials, completely filled out and executed by the individual or individuals who signed the cover letter and are authorized to bind the Proposer contractually:
- 1) New York State Finance Law §§ 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations (Supplement 1) – New York State Finance Law § 139- k requires that Proposers disclose findings of non-responsibility made within the previous four years by any governmental entity where such prior finding of non-responsibility was due to a violation of New York State Finance Law §139-j or the intentional provision of false or incomplete information to a governmental entity.
 - 2) Certificate of Compliance with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (Supplement 2) – New York State Finance Law § 139- j requires that Proposers certify that they have read, understand and agree to comply with the Authority/Corporation Policy Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence.
 - 3) Vendor Responsibility Questionnaire – the Authority's Procurement Policy provides that the Authority will award procurement contracts for services to responsive and responsible Proposers on the basis of best value. The Authority uses the information provided by Proposers on this Questionnaire to assist it in making a determination of responsibility of a proposed Contractor.

The Authority recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System and only provide a copy of the certification page to the Authority. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/enroll.htm> or go directly to the VendRep System online at: <https://onlineservices.osc.state.ny.us/Enrollment/login?0>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's IT Service Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website http://www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact the Authority or the Office of the State Comptroller's Help Desk for a copy of the paper form.

- 4) Vendor Assurance of No Conflict of Interest or Detrimental Effect (Supplement 3)
- 5) Conducting Business in Russia Certification (Supplement 4)
- 6) ST-220-CA New York State Department of Taxation and Finance Contractor Certification (Supplement 5) – Section 5-a of the New York State Tax Law, and regulations, bulletins and guidelines promulgated thereunder, require that the Authority collect this information for contracts with a value in excess of \$100,000.

Section 3.3 – Submission of Proposal

A Proposer must submit one (1) signed in ink original (marked **ORIGINAL**) copy of its Proposal to the Contract Management Specialist, identified in Section 1.3 hereof, on or before the due date for Proposals set forth in Section 1.2 of this RFP. In addition, Proposers must submit five (5) hard copies of the Proposal (excluding the Fee Proposal).

The Proposer's Fee Proposal must be in a separate, sealed envelope with one (1) signed in ink original (marked **ORIGINAL**). Proposers must also submit a copy of the Fee Proposal on a flash drive in PDF format in the same appropriately marked envelope. All boxes, packages and envelopes containing Fee Proposals shall be clearly labeled with Proposer's name and this RFP title and number (located on the title page of this RFP) and shall additionally be labeled with the notation "Fee Proposal."

In the event of a discrepancy between the hard copy and any electronic version, the hard copy shall prevail.

The Authority is not obligated to accept any proposal received after the proposal due date. A Proposer may withdraw or modify a proposal any time prior to the proposal due date by sending written notification to the Authority Contract Management Specialist named in Section 1.3. A Proposer may thereafter re-submit a previously withdrawn proposal if done so by the proposal due date.

The Authority shall not be liable for any costs incurred by a Proposer in the preparation of a proposal. By submitting a proposal, a Proposer accepts that it will not make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the services requested or because of any lack of information.

All proposals submitted in response to this RFP shall become the property of the Authority. A Proposer should mark those sections of its proposal that it believes contain proprietary information. The Authority reserves the right to make its own, independent determination as to whether material so marked is proprietary; the Authority will give proprietary treatment only to that material which it has determined to be proprietary. Further, the Authority's response to third party requests for information contained in a proposal shall be governed by New York State Public Officers Law Articles 6 and 6-A, as applicable. The return of proposals not selected for award shall be in the sole discretion of the Authority.

The Authority will not accept proposals by telegraph, fax or electronic means.

ARTICLE IV – Evaluation of Proposals

Section 4.1 – Overview

An Evaluation Committee comprised of Authority staff will review and evaluate each of the properly submitted written proposals. The purpose of the evaluation process, which will be conducted as set forth in this Article, is twofold: (1) to examine the responses for compliance with this RFP; and (2) to identify the proposals that will provide the best value to the Authority pursuant to the criteria set forth in Section 4.3. The evaluation process may also include, in the Authority's sole discretion, reference checks, oral presentations, facility inspections and/or interviews with selected Proposers.

Section 4.2 – Preliminary Review

- A. Each proposal will be date and time stamped when received.
- B. All proposals will be reviewed to determine if they contain all of the required elements specified in this RFP. The Authority reserves the right to, in its discretion, disqualify without further evaluation a proposal that does not meet all of the RFP requirements.

Section 4.3 – Evaluation/Criteria

The Evaluation Committee will evaluate each proposal using the criteria for selection set forth below, not necessarily in priority order:

- A. The Proposer's approach to and work plan for providing General Account Services, including the capability, functionality and security of the of the Proposer's online, web-based and/or other systems proposed.
- B. The Proposer's approach to and work plan for providing Depository Services.
- C. The Proposer's approach to and work plan for providing Disbursement Services.
- D. The Proposer's transition plan, schedule and ability to execute the plan.
- E. Demonstrated record of the Proposer's experience and capability to perform required services as an entity, and the qualifications, experience and availability of the Proposer's lead person(s) and other staff who would be assigned to provide services to the Authority.
- F. Proposer's Ratings.
- G. Earnings Credit.
- H. Fee schedule
- I. Proposer's status as a NYS certified MWBE as defined in section three hundred ten of the New York State Executive Law or SDVOB as defined in section three hundred sixty-nine-h of the New York State Executive Law**

** In order to be awarded credit pursuant to this factor, the respondent must (1) identify itself as an MWBE or SDVOB in its response and (2) be registered with the NYS Department of State as an entity authorized to conduct

business in New York State. Respondents identifying themselves as MWBEs must be listed in the directory of New York State certified MWBEs ("MWBE Directory") as of the closing of the period for responses to this RFP. The MWBE Directory is available at: <https://ny.newnycontracts.com/>. Respondents identifying themselves as SDVOBs must be listed in the directory of New York State-certified SDVOBs ("SDVOB Directory") as of the closing of the period for responses to this RFP. The SDVOB Directory is available <http://www.ogs.ny.gov/Core/SDVOBA.asp>.

Section 4.4 – Oral Presentations/Interviews/Facility Inspections

The Authority reserves the right to require some or all Proposers to give oral presentations regarding their proposals or to appear before the Authority for an interview. The Authority also reserves the right to require a facility inspection at a Proposer's location. The Authority shall not be liable for any costs a Proposer incurs in association with such presentations/interviews/inspections.

The purpose of the oral presentation/interview/facility inspection is to give the Authority an opportunity to pose any questions that may have arisen during the review process and to give the Proposer an opportunity to elaborate on how specific services will be furnished and its ability to deliver those services. In the event the Authority decides to implement this stage of the evaluation process, further information will be provided to affected Proposers.

Section 4.5 – Selection of Proposer(s)

The Authority, as best suits its interests, may at any time enter into contract negotiations with more than one Proposer. The Authority will notify those Proposer(s) so selected for contract negotiations.

The Authority will provide all Proposers with a Notice of Tentative Contract Award which indicates the successful Proposer(s) to which the Authority intends to award a Contract. An unsuccessful Proposer may request a debriefing with Authority staff to discuss the reasons that its proposal was not selected for an award. Such request for a debriefing must be submitted electronically via email to the Contract Management Specialist named in Section 1.3 and must be made within 15 calendar days from the date of the Notice of Tentative Contract Award.

The Authority shall not be bound in any way to a Proposer until a formal written Agreement has been duly executed by the Authority and approved by the New York State Office of the Comptroller. Upon execution of the Agreement, public announcements or news releases pertaining to the Agreement shall not be made without the Authority's prior written consent. Proposers are hereby on notice that generally the Authority will not grant permission for public announcements or news releases and will limit the use of the Authority's name by a Contractor to references only.

Section 4.6 – Additional Procurement Rights

By submission of a proposal, the Proposer acknowledges and agrees that the Authority reserves the right to:

1. Accept or reject any or all proposals received in response to this RFP or withdraw any tentative awards made as a result of this Solicitation.
2. At any time, amend RFP specifications to correct errors or oversights, and to supply additional information as it becomes available. All bidders should monitor the NYS Contract Reporter and/or the Authority website for any amendments, clarifications or additional information issued, if applicable.
3. Change any of the scheduled dates stated herein as noted above in section 1.2.

4. Disqualify proposals that fail to meet mandatory requirements.
5. Request any non-mandatory documents from Proposer.
6. Amend, modify, or withdraw this solicitation at any time and without notice or liability to any Proposer or other parties for expenses incurred in preparations of a proposal.
7. Make an award under the RFP in whole, or in part, to one Proposer or multiple Proposers.
8. Use information obtained through site visits, management interviews and the Authority's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the Authority's request for clarifying information in the course of evaluation and/or selection under this RFP.
9. Prior to the opening of the RFP, direct bidders to submit modifications to proposals based on RFP amendments.
10. Clarify RFP requests/components at any time in the best interest of the Authority.
11. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders.
12. Waive any requirements that are not material.
13. Reject any proposal where the Authority finds that the Proposer is non-responsible under State Finance Law §§ 139-j or 139-k or another State agency or authority has found the Proposer non-responsible under State Finance Law §§ 139-j or 139-k within the prior four (4) years.
14. Require clarification at any time during the procurement process and/or require correction of any arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Proposer's proposal and/or to determine a Proposer's compliance with the requirements of the RFP.
15. Waive informalities and excuse minor irregularities contained in proposal submissions. This waiver shall in no way modify the RFP or excuse a Proposer that enters into an Agreement with the Authority from full compliance with the RFP.
16. Request that Proposers clarify elements in their proposals and submit revised proposals that incorporate such clarifications, if necessary.
17. Negotiate Agreement terms with the Proposer(s) that best serve the interests of the Authority, consistent with RFP requirements, statutory requirements, and Authority policies and procedures.
18. Conduct contract negotiations with the next responsible bidder, should the Authority be unsuccessful in negotiating with the selected Proposer(s)/tentative awardee(s).
19. Request Best and Final Offers (BAFOs) from all Proposers that are determined to be susceptible for Contract award.
20. Utilize any and all ideas submitted in the proposals received.

21. Unless otherwise specified in the solicitation, every offer is firm and irrevocable for a period of 180 days from the bid opening.
22. Contact any clients on the Proposer's client list and/or references furnished as part of the proposal, with the understanding that the Authority will keep such contacts confidential.

Section 4.7 - Grievance Policy

As indicated in Section 1.3, all questions or concerns regarding this RFP must be directed to the Authority Contract Management Specialist named in Section 1.3. If a Proposer believes that a question or concern has not been satisfactorily addressed, Proposer may obtain a copy of the Authority's Vendor Protest Procedure at <http://www.thruway.ny.gov/business/purchasing/vendor-protest.html> or by contacting the Director of Purchasing at P.O. Box 189, Albany, New York 12201-0189, Attn: Vendor Protest.

ARTICLE V – Compliance Requirements and Procedures

Section 5.1 – Compliance Requirements and Procedures

It is the policy of the New York State Thruway Authority ("Authority") to comply with the provisions of Article 15-A of the New York State Executive Law, which requires that every contract over \$25,000 will afford equality of economic opportunities for minority group members and women, the facilitation of participation by Minority and/or Women-Owned Business Enterprises ("MWBEs"). The Authority shall establish separate goals for participation of MWBEs on all Authority contracts where applicable.

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Business Enterprises ("SDVOBs"); thereby further integrating such businesses into New York State's economy. The Authority recognizes the need to promote the employment of service-disabled veterans and to ensure that certified SDVOBs have opportunities for maximum feasible participation in the performance of Authority contracts.

The Authority is further, committed to providing equal training and employment opportunities to minorities and women to participate in the Authority's contracting and procurement processes, and by ensuring nondiscrimination in accordance with Appendix A-Standard Clauses for New York State Thruway Authority Contracts including Clause 4 – Non-Discrimination Requirements, Clause 11 - Equal Employment Opportunities for Minorities and Women, Executive Order 11246, Executive Order 177, Training Special Provisions and/or all applicable, federal, State, laws, rules, regulations and Executive Orders.

General Provisions

- a. Contractor and/or all subcontractors, shall comply with the applicable laws, rules, regulations and provisions governed by the contract, in addition to any nondiscrimination or diversity practices and provision of the contract at no additional cost to Authority.
- b. These provisions and requirements shall be included in all subcontracting contracts so that these requirements and provisions shall be binding upon all subcontractors, performing work under this contract.

- c. The Contractor represents and warrants that, as a condition for award, the Contractor will submit a Utilization Plan via the NYS Contract System (NYSCS) if required by Authority, within 10 business days of the notice of tentative contract award which lists all proposed firms the Contractor intends to utilize on this contract to achieve the MWBE/SDVOB Contract Goals as established in the contract documents. The Authority approval of the Utilization Plan only approves a firm for the purpose of the MWBE/SDVOB Utilization Plan.

Section 5.2 – Participation Opportunities For New York State Certified Minority/Women/Service-Disabled Veteran-Owned Business Enterprises

In accordance with Article 15-A and 17-B of the New York State Executive Law, the Thruway Authority is committed to providing meaningful participation in public procurement by certified Minority and/or Women-Owned Business Enterprises (“MWBEs”) and certified Service-Disabled Veteran-Owned Business Enterprises (“SDVOBs”), thereby further integrating such businesses into New York State’s economy.

The Authority recognizes the need to promote participation and inclusion of Minority and/or Women-Owned Business Enterprises and Service-Disabled Veteran-Owned Business Enterprises and to ensure that certified MWBEs and SDVOBs have opportunities for maximum feasible participation in the performance of Authority contracts.

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

For the purposes of this procurement, the Authority has determined that this solicitation does not meet the requirements for the establishment of participation goals or provide for MWBE and SDVOB subcontracting opportunities for participation as subcontractors, service providers, and suppliers to Contractor.

Nevertheless, MWBEs and SDVOBs are strongly encouraged to submit Proposals for this procurement. The successful Contractor is encouraged to make every good faith effort to promote and assist in facilitating the participation of Minority/Women-Owned and Service-Disabled Veteran-Owned Business Enterprises on the contract for the provision of services and materials by searching the respective websites or visiting:

The directory of New York State Certified MWBEs at: <https://ny.newnycontracts.com>.

The directory of New York State Certified SDVOBs at: <https://ogs.ny.gov/veterans/>

Contractors are encouraged to contact the Authority’s Compliance Unit at (518) 471-5830.

Section 5.3 - EQUAL EMPLOYMENT OPPORTUNITY AND REMOVAL OF INSTITUTIONAL POLICIES OR PRACTICES THAT FAIL TO ADDRESS THE HARASSMENT AND DISCRIMINATION OF INDIVIDUALS

Contractor agrees to comply with all Compliance Requirements and Procedures, in accordance with the terms and conditions of Appendix A – Standard Clauses for New York State Thruway Authority Contracts including Clause 4 – Non-Discrimination Requirements and Clause 11 - Equal Employment Opportunities for Minorities and Women.

Equal Employment Opportunities for minority group members and women (“EEO”) and related provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New

York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws.

In the performance of this procurement/contract, Contractor shall demonstrate compliance which the Work Force Diversity Requirements and Procedures Regarding Equal Employment Opportunities for Minority Group Members and Women, pursuant to 5 NYCRR § 143, Executive Order 162, Executive Order 177, and all other applicable federal, state and local laws, rules and regulations.

Contractor will be required to submit its written policies and procedures concerning harassment and discrimination to the Authority’s Compliance Unit prior to commencement of work under this Agreement.

During the performance of this contract, Contractor agrees to comply with the Equal Employment Opportunity (EEO) requirements specified herein.

“Minority” includes:

- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (a person of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race;
- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast, Asia, the Indian Subcontinent, or the Pacific Islands); and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification. Identification may be made by any suitable authority in the community such as an educational institution, religious organization, or a state agency).

Non-Discrimination Clause

Contractor will ensure equal employment opportunity by not discriminating against any applicant for employment because of race, color, religion, sex, national origin, age, disability, or marital status, regarding, (among other things) the following: upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Availability of Contractor’s Records

Contractor will furnish all information and reports as may be required by the Authority or by rules, regulations and orders incorporated herein by the Authority and will permit access to its books, records and accounts by the Authority’s Compliance Unit for purposes of monitoring and investigating compliance with these requirements and such rules, regulations, orders, procedures and guidelines.

Enforcement

In order to determine whether the Contractor has complied with the requirements, the Authority may proceed by order to show cause, compliance conference, hearing or any other lawful procedure upon due notice in writing to the Contractor. In the event the Authority finds that the Contractor has failed to comply with these requirements, this contract may be canceled, terminated, or suspended in whole or in part or

Liquidated Damages may be imposed in accordance with the procedures authorized in Section 312 of Executive Law 15-A, provisions of the contract, relevant laws and statutes as deemed appropriate by the Authority, at no cost or liability to the Authority.

In accordance with EO 177 entitled "Prohibiting State Contracts with Entities that Support Discrimination", provisions of the contract, Contractor may be declared ineligible for further New York State government contract and such other sanctions may be imposed and remedies invoked as deemed appropriate by the Authority by rule, regulation, or order of the Authority, or as otherwise provided by law.

Contractor's Responsibility Regarding Collective Bargaining Agreements

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these requirements, any rules, regulations, procedures and guidelines promulgated or established pursuant to Executive Order 177.

Applicability To Subcontract

As per Section 312 of Executive Law 15-A Contractor will physically include and incorporate this document, Equal Employment Opportunity Requirements, as part of every subcontract or purchase order unless exempted by rules, regulations, or orders of the Director, pursuant to the Executive Order 8, and such requirements shall be binding upon each subcontractor, service provider, or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of any provision or direction issued pursuant to these requirements or by the Authority, Contractor may request the Authority/State of New York to enter into such litigation or dispute to protect the interests of the State of New York.

Equal Employment Opportunity Officer

Contractor will designate and make known to the Compliance Unit who will have the responsibility for and must be capable of effectively administering and promoting an active Proposer program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

Complaints of Alleged Discrimination/Sexual Harassment

Contractor will promptly investigate all complaints of alleged discrimination/sexual harassment made to Contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination/sexual harassment may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, Contractor will inform every complainant of all of his or her avenues of appeal, including the New York State Division of Human Rights and Equal Employment Opportunity Commission.

Contractor shall inform the Compliance Unit (within 24 hours) in writing of any formal or informal, complaint, incident or any issue of discrimination/sexual harassment. Results of investigation must be submitted to the Office of Compliance within ten (10) days of the complaint.

Required Records

Pursuant to Executive Order 162, if awarded a contract, Proposer shall submit, to the Authority, a Quarterly Workforce Utilization /Gross Wages Reports for their firm and all of their Subcontractors.

The (Quarterly) EO 162 Workforce Utilization/Gross Wages Reporting are located on the Thruway website at: <http://www.thruway.ny.gov/business/purchasing/index.html> or online via the NYS Contract System "Workforce Audit".

Workforce Utilization/Gross Wages Reports are required to be electronically submitted (Quarterly) to WorkforceUtilizationReportProcurement@newnybridge.com or online via the NYS Contract System "Workforce Audit".

Nondiscrimination

Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, gender identity or gender expression, 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.

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

ARTICLE VI – Contract Terms and Conditions

Selected Proposer(s) will be required to enter into an Agreement with the Authority that includes, but is not limited to, the terms set forth in Article V and this Article VI.

Section 6.1 - Contract Term

6.1(a). Term. The Contract shall be for a term of five years, commencing on the Effective Date, as defined below, and ending on the fifth anniversary of the Effective Date unless extended pursuant to the provisions of section 6.1(c) below.

6.1(b). Service Transition Period. Prior to the Effective Date of the Contract there shall be a Service Transition Period, not to exceed one year, beginning on the date when all necessary approvals to the Contract have been obtained and ending on the date (the "Effective Date") when the Authority is able to effectively deposit and disburse funds, including via wire transfer and ACH transactions, in and out of Authority accounts established with the successful Proposer, and all necessary collateral in both type and amount has been provided to the designated custodian therefor, pursuant to the scope and requirements of the Contract. The Authority will provide written notification of the Effective Date and the Contract termination date to the Selected Proposer(s) within 45 calendar days of the Effective Date.

6.1(c). Option to Extend. The Authority may, at its sole option, extend the term of the Contract (the "Extension Period") in the event that it has entered into a subsequent contract ("Replacement Contract") with a different provider to provide services substantially similar or identical to the services to be provided under the Contract, for that period of time beginning on the date when all necessary approvals to the Replacement Contract have been obtained until such time that the Authority has declared, in its sole discretion, that the new provider can successfully provide banking services under the new contract; provided, however, that (i) the Extension Period cannot exceed a period longer than one year from the fifth anniversary of the Effective Date, and (ii) other than the extension of the Contract term all other terms and conditions of the Contract shall remain unchanged. This Option to Extend the Contract, if exercised by the Authority, will be considered executed and in full force and effect upon the approval by the New York State Office of the Comptroller.

Section 6.2 – Independent Contractor

Contractor is and shall be, in all respects, an independent contractor in performing services pursuant to the Agreement. In accordance with its status as an independent contractor, Contractor shall covenant and agree that neither it nor its agents and/or employees will hold itself or themselves out as or claim to be an officer or employee of the Authority, and that neither Contractor nor its agents and employees shall make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Authority, including, but not limited to Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement System membership or credit.

The Contractor, at the request of and with the participation and consultation of the Authority, will use commercially reasonable efforts to represent the Authority's interests with respect to independent third party vendors, service providers, regulatory bodies, associations such as credit card associations or similar service or industry associations, outside programmers or similar electronic data service providers, or other independent third parties participating in provision of the services provided by the Contractor pursuant to this agreement, to avoid or minimize related fees, fines, corrective requirements or instances of non-compliance with regulations or industry standards.

Section 6.3 – Personnel, Equipment and Supplies

Contractor shall provide all resources, personnel, equipment and supplies necessary to perform services pursuant to the Agreement. If in order to provide such services Contractor must make an external connection to the Authority's data communications infrastructure and/or access Authority information systems, Contractor shall in all respects comply with all Authority policies, procedures, and requirements regarding such connections and information systems access, including, but not limited to, Appendix D – Network Connection Requirements, attached hereto, and undertake whatever actions are necessary in the discretion of the Authority to ensure such compliance. Contractor shall be responsible for all costs associated with ensuring that its own network security measures comply with all Authority policies, procedures, and requirements regarding external connections.

Section 6.4 - Contractor Responsibility for Safeguarding of Data

Contractor shall be responsible for safeguarding all electronic, paper or other form of data from all Authority transactions in its systems, offices, files, archives or storage facilities, including the same regarding independent third parties participating in the provision of services provided by the Contractor, whether the data is at rest, in transmission or otherwise, in a manner that complies with all existing and future applicable

local, state and federal laws and regulations, and including, in the case of credit cards, related card association requirements.

Section 6.5 – Security Procedures for Web-based Services

The Proposer shall be responsible for developing and implementing adequate security procedures for all services to be provided under the Contract that reasonably require the use of security procedures for web-based transactions, including, but not limited to, electronic funds transfer, account set-up and maintenance, security administration, deposit processing, approval and confirmation, and all other activities performed as part of any of the services provided under the Scope of Services for the Contract. Employees, agents, and/or subcontractors of the Proposer including, but not limited to, relationship managers, liaisons, and consultants directly involved in providing any of the services to the Authority which require the use of security procedures must use commercially reasonable efforts to promptly notify the Authority of any breach of any security procedure once they are notified, become aware of, or learn directly or indirectly of a breach of any security procedure by a representative of the Authority, the Proposer, or third party.

Section 6.6 – Subcontracting

Contractor agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the Authority.

Contractor may arrange for a portion/s of its responsibilities under this Agreement to be subcontracted to qualified, responsible subcontractors, subject to approval of the Authority. If Contractor determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under the Agreement must be fully explained by Contractor to the Authority. As part of this explanation, the subcontractor must submit to the Authority a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, as required to be completed by Contractor prior to execution of this Agreement.

Contractor retains ultimate responsibility for all services performed under the Agreement.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this Agreement including, but not limited to, the body of this Agreement, Appendix A – Standard Clauses for New York State Thruway Authority Contracts and the RFP. Unless waived in writing by the Authority, all subcontracts between Contractor and subcontractors shall expressly name the Authority, as the sole intended third party beneficiary of such subcontract. The Authority reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the Authority a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the Authority.

The Authority reserves the right, at any time during the term of the Agreement, to verify that the written subcontract between Contractor and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this Agreement.

Contractor shall give the Authority immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of Contractor's duties under the Agreement. Any subcontract shall not relieve Contractor in any way of any responsibility, duty and/or obligation of the Agreement.

If at any time during performance under this Agreement total compensation to a subcontractor exceeds or is expected to exceed \$100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

Section 6.7 - Insurance Conditions

Contractor shall, and shall require its subcontractors to, procure prior to commencement of work under the Agreement, and maintain until the Agreement is completed and the Authority has accepted all work performed thereunder, insurance of the kinds and in the amounts specified herein, covering all services and operations under the Agreement, whether performed by Contractor or its subcontractors, in accordance with the following conditions:

- A. Contractor Cost and Expense. All insurance required by the Agreement shall be obtained at the sole cost and expense of Contractor.
- B. Insurer Qualifications. All insurance required by the Agreement shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to the Authority, with an A.M. Best rating of "A-" or better. The Authority may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documentation are accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit. Notwithstanding the foregoing, nothing herein shall be construed to require the Authority to accept insurance placed with a non-authorized carrier under any circumstances.
- C. Primary Insurance. All insurance required by the Agreement shall be primary to any Authority insurance policy or Authority self-insurance program, which shall be excess and non-contributory.
- D. Certificates and Endorsements. Contractor shall furnish the Authority with certificate(s) of insurance on ACORD Form 25, accompanied by the Authority Supplemental Insurance Certificate (Exhibit 2 1 – TA-W51343 (11/2017)), for each insurance carrier involved. Such certificate(s) shall be executed by a duly authorized representative of the insurance carrier, certifying such authorization and showing compliance with the Authority's insurance requirements set forth herein. Contractor shall furnish the Authority with a copy of each endorsement required herein. For work to be performed within New York State, proof of Workers' Compensation and Disability Benefits Insurance shall be indicated on the appropriate Workers' Compensation Board forms as listed in Section 6.8 E. below. Contractor shall submit all certificates in .PDF file format via e-mail to: InsuranceCompliance@Thruway.NY.GOV.
- E. Notice of Cancellation, Nonrenewal or Material Alteration. All policies, by specific Endorsement, shall provide for written notice to the Authority no less than thirty (30) days prior to the cancellation, nonrenewal, or material alteration of any insurance policies referred to therein. Any such notice shall be sent by e-mail to: Insurancecompliance@thruway.ny.gov, attention Insurance Compliance Supervisor. Only in the event that such written notice cannot be delivered via e-mail, notice shall be sent to: Insurance Compliance Section, Office of Investments and Asset Management, New York State Thruway Authority, P.O. Box 189, Albany, New York 12201-0189.
- F. Deductibles and Self-Insured Retentions. If insurance policies utilized for Authority projects contain deductibles or self-insured retentions (SIRs), they must be declared as such with applicable levels on the certificate(s) of Insurance and the Authority Supplemental Insurance Certificate. Insurance policies with Deductibles in excess of \$100,000 will require review and approval by the Authority.

Additional security or other requirements may be imposed at the sole discretion of the Authority. Any SIR will be subject to Section 6.7(G).

- G. Authority Approval of Self-Insured Retentions. Insurance policies with Self-Insured Retentions (SIRs) must receive prior approval by the Authority. All applications for SIR approval must be submitted to the Authority's Office of Investments and Asset Management, indicate whether the program is administered by a third party, and contain a complete description of the program. SIR programs in excess of \$100,000 must be administered by a third party administrator and must also meet additional security requirements. The Authority, at its sole discretion, reserves the right to require Contractor to provide additional collateral, or to reject the use of an SIR by Contractor. Contractor will be solely responsible for all claims, expenses, and loss payments within the retention limit.
- H. Copies of Insurance Documents. Contractor shall provide certified copies of all declarations, pages, or of the insurance policies themselves upon request by the Authority, and within twenty (20) days of such request.
- I. No Waiver of Contractor's Insurance Obligations. Failure of the Authority to demand such certificates, policies, endorsements, or other evidence of full compliance with the Authority's insurance requirements, or failure of the Authority to identify a deficiency from evidence that is provided, shall not constitute or be construed as a waiver of Contractor's obligation to maintain such insurance.
- J. Failure to Maintain or Provide Proof of Coverage. Failure to maintain the required insurance, and failure to provide proof of such coverage to the Authority at its request, may, in the Authority's sole discretion, result in termination of the Agreement, removal of any subcontractor, or in delay or stoppage of payments.
- K. Evidence of Renewal or Replacement. At least two weeks prior to the expiration of any policy required by the Agreement, evidence of renewal or replacement policies of insurance with terms at least as favorable to the Authority as the required minimum amounts set forth in Section 6.8. must be submitted to the Authority by email to: Insurancecompliance@thruway.ny.gov, attention Insurance Compliance Supervisor. Only in the event that such certificates cannot be delivered via e-mail, notice shall be sent to: Insurance Compliance Section, Office of Investments and Asset Management, New York State Thruway Authority, P.O. Box 189, Albany, New York 12201-0189.
- L. Adequacy of Required Insurance. By requiring insurance, the Authority does not represent that certain coverages and limits will necessarily be adequate to protect Contractor or its subcontractors, and such coverages and limits shall not be deemed a limitation on Contractor's liability under the indemnities granted to the Authority under any provision of the Agreement.
- M. Waiver of Rights Against the State and Authority. Contractor shall, and shall require its subcontractors to, waive all rights against the State of New York, the Authority, and their respective agents, officers, directors, and employees, for recovery of damages to the extent these damages are covered by the Commercial General Liability ("CGL") policy, the Business Auto Policy or the Commercial Umbrella Liability policy, as required.
- N. Authority Insurance Requirements. Contractor shall, and shall require its subcontractors to, provide a copy of the Authority's Insurance Requirements as set forth in Section 6.7 and Section 6.8 to its insurance producer(s) and insurance carrier(s).

- O. Subcontractor Insurance. Contractor shall require that any approved subcontractors carry insurance with the same limits and provisions set forth herein.

Section 6.8 - Required Insurance Coverages

The specific types and amounts of insurance that Contractor must provide pursuant to the Agreement are set forth in this Section 6.8 as follows:

- A. Commercial General Liability Insurance - Contractor shall maintain through a combination of Commercial General Liability (CGL) and Commercial Umbrella Liability insurance (see Section 6.8(B)), with no less than the following limits and coverages:

<u>Agreement Value:</u>	<u>Occurrence</u>	<u>General Aggregate</u>
Under \$10 Million	\$2,000,000	\$2,000,000
\$10 Million - \$25 Million	\$5,000,000	\$5,000,000
\$25 Million - \$50 Million	\$10,000,000	\$10,000,000
Over \$50 Million	\$25,000,000	\$25,000,000

- Products/Completed Operations Aggregate: (Equal to General Aggregate)
- Personal/Advertising Injury Liability: \$1,000,000
- Fire Damage Legal Liability: \$ 100,000
- Medical Expense: \$ 5,000

CGL Insurance shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal injury, advertising injury, and contractual liability. The Authority and the State of New York shall be listed as primary and non-contributory additional insureds on the CGL policy required under Section 6.8(A).

- B. Commercial Umbrella Liability Insurance - When the limit of the CGL policy procured is insufficient to meet the limits specified in Section 6.8(A), Contractor shall procure and maintain commercial umbrella liability insurance and/or excess liability policies with limits in excess of the primary; provided, however that the total amount of insurance coverage is at least equal to the requirements set forth in Section 6.8(A). Such policies shall be issued on a "follow form" basis of the primary policies.

The Authority and the State of New York shall be included as additional insureds, using ISO Additional Insured Endorsement CG 20 10 04 13 and CG20 37 04 13 or an equivalent, under the CGL and Commercial Umbrella Liability policies, as required.

As noted above, all insurance required by the Agreement shall be primary to any Authority insurance policy or Authority self-insurance program, which shall be excess and non-contributory.

- C. Technology Errors & Omissions Liability (or Technology Professional liability coverage) Insurance - the Contractor shall maintain Technology Errors & Omissions insurance, covering liability for all professional products and services performed, including liabilities arising from acts, errors or

omissions in rendering computer or information technology services including (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or hardware (8) management, repair and maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output with a limit not less than ten million dollars (\$10,000,000) per occurrence. This insurance shall provide coverage for software copyright liability, contractual liability and liability for loss of revenues and business interruption. If such policy is a "claims made" policy, all renewals thereof during the life of this Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's performance under this Agreement, including any subsequent supplements thereto or modifications thereof for the entire duration thereof.

- D. Privacy and Network Security (Cyber Liability) Insurance – the Contractor shall maintain Privacy and Network (Cyber Liability) insurance covering liability arising from (1) hostile action, or a threat of hostile action, with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible (2) computer viruses, Trojan horses, disabling codes, trap doors, back doors, time bombs drop-dead devices, worms and any other type of malicious or damaging code (3) dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data (4) denial of service for which the Insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system (5) loss of service for which the Insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities (6) access to a computer system or computer system resources by an unauthorized person or persons or an authorized person in an unauthorized manner with a limit not less than ten million dollars (\$10,000,000) per occurrence. This insurance shall provide coverage for personal injury (including emotional distress and mental anguish), and a separate limit of not less than \$1,000,000 for credit monitoring services.
- E. Workers' Compensation & NYS Disability Benefits Insurance The Agreement shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the term of the Agreement for the benefit of such employees as are required to be covered by the New York State Workers' Compensation/Disability Benefits Law. If the Agreement involves work on or near a shoreline, a U.S. Longshore and Harborworkers' Compensation Act Endorsement must be provided. The Maritime Coverage Endorsement, on an "if any" basis, shall be attached to the policy. Contractor must provide proof of exemption, certified by the Workers' Compensation Board, to obtain a waiver from the requirements of this provision.

Evidence of Workers' Compensation coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

1. C-105.2 – Certificate of Workers' Compensation Insurance;
2. U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund;
3. GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance; or

4. CE-200 – Certificate of Attestation of Exemption.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

1. DB-120.1 – Certificate of Insurance Coverage under the NYS Disability Benefits Law;
2. DB-155 – Certificate of Disability Self Insurance; or
3. CE-200 – Certificate of Attestation of Exemption.

Disability benefits coverage must also include a rider providing Paid Family Leave insurance in form and substance satisfactory to the Authority. Evidence of coverage shall be provided to the Authority and may be in the form of a Notice of Compliance provided by your insurance carrier stating that you have Paid Family Leave insurance. The Notice will include information about your carrier. If you are self-insured, you can get this notice by contacting the NYS Workers' Compensation Board at certificates@wcb.ny.gov.

Section 6.9 - Bond Requirements

The specific types and amounts of bonds that the Proposer must provide pursuant to this Contract are as follows:

- A. Financial Institution Bond – in the amount of \$10,000,000 covering the services under this Contract in a form acceptable to the Authority providing coverage for losses related to Contractor employee actions or inactions, as well as losses in transit, on premises, receipt of counterfeit money, forgery, alteration including coverage for Wire Transfers and Computer related losses.
 - The Bond shall be written by Sureties that are:
 - Licensed to provide financial institution bonds in New York State;
 - Otherwise acceptable to the Authority;
 - The Bond shall be dated no later than the date of execution of this Contract, or the commencement of work, whichever is sooner. The Bond shall be delivered to: Insurance Compliance Section, Office of Investments and Asset Management, New York State Thruway Authority, P.O. Box 189, Albany, New York 12201-0189. No work shall commence until the Authority has accepted the Bond.

Section 6.10 – Force Majeure

The Contractor and the Authority shall each be excused from the performance of their respective obligations hereunder to the extent each party's failure to perform such obligations is the result of acts of God, riots, insurrections, war, fire, casualty, earthquake, or other events that are beyond the reasonable control of the party seeking to be excused and that are not the fault of such party, including, but not limited to, the failure to exercise reasonable diligence. Further: (i) the party seeking to excuse performance must make good faith and reasonable efforts to meet its obligations hereunder; and (ii) only those services affected by the Force Majeure event shall be excused and only during such time that the Force Majeure event prevents those services from being performed. Notwithstanding anything to the contrary contained

herein, and, for clarity, the Authority shall not be obligated to pay the Contractor for a service affected by Force Majeure so long as the Contractor is unable to deliver the affected service. If the Authority has paid in advance for such service, the Contractor shall promptly refund the Authority the amount attributable to service. The occurrence of a pandemic shall not relieve Contractor from its obligations under the Agreement.

Section 6.11 – Liability, Indemnification and Defense

A. Liability

Contractor shall be responsible for the acts and omissions of its agents, employees, and subcontractors, and any other persons furnishing products and services on its behalf under the Agreement.

B. Indemnification and Defense

- (1) To the fullest extent permitted by law, Contractor shall indemnify and save harmless, without limitation, the Authority and the State of New York (the “State”), and their respective officers, directors, board members, agents, employees, successors, and assigns (“Authority Indemnitees” and “State Indemnitees,” respectively, and, collectively, “Collective Indemnitees”) as their interests may appear, from any and all claims, suits, actions, damages, liabilities, fines, forfeitures, demands, losses, judgments, and costs of every kind and nature, and every name and description, arising from the products and services provided, or to be provided, under the Agreement (“Claims”).
- (2) Contractor shall, at its own expense, defend the Authority Indemnitees, the State Indemnitees, or the Collective Indemnitees in any action or proceeding involving any Claims that may be brought against the Authority Indemnitees, the State Indemnitees, or the Collective Indemnitees. This obligation to defend shall include all attorneys’ fees, disbursements, costs, and any other expenses incurred in connection with such Claims. The Authority shall give Contractor: (a) prompt written notice of any action, claim, or suit for which Contractor is required to defend and indemnify the Authority; (b) the opportunity to take over, settle, or defend such action, claim, or suit at Contractor’s sole expense; and (c) assistance in the defense of any such action, claim, or suit at the expense of Contractor. Notwithstanding the foregoing, if Contractor defends the Authority Indemnitees, the State Indemnitees or the Collective Indemnitees, the Authority and the State each reserve their respective right to join and/or participate in such action at their own expense.
- (3) The Authority may retain and set-off from any amount due to Contractor such monies as may be necessary to satisfy any Claim recovered against the Authority Indemnitees or the Collective Indemnitees. Neither Contractor’s obligations nor the Authority’s rights under this Section 6.11 shall be deemed waived by the Authority’s failure to retain the whole or part of any monies due Contractor, or by the failure to resolve any such Claims, prior to the release of such monies. Further, neither Contractor’s obligations under this Section 6.11 nor the rights of the Authority Indemnitees or the State Indemnitees shall be limited or discharged by the enumeration in the Agreement, or procurement, of any insurance in any amount.
- (4) Contractor’s indemnification and defense obligations under this Section 6.11 shall include any and all Claims that may arise from any products and services provided, or to be

provided, under the Agreement by Contractor's agents, employees, and subcontractors, and by any other party furnishing products and services under the Agreement.

C. Survival

The provisions of this Section 6.11 shall survive the expiration or termination of the Agreement.

Section 6.12 – Ethics

Contractor and its subcontractors may hire former State agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the Authority may neither appear nor practice before the Authority, nor receive compensation for services rendered on a matter before the Authority, for a period of two years following their separation from Authority service. In addition, former Authority and former State employees are subject to a "lifetime bar" from appearing before the Authority or receiving compensation for services regarding any transaction in which they were directly concerned and in which they personally participated, or which was under their active consideration during their tenure with the Authority or any State agency.

During the term of this Agreement, Contractor shall not, and shall require its subcontractors to not, engage any person who is, or has been at any time, in the employ of the Authority or New York State to perform services under this Agreement in violation of: the provisions of the Public Officers Law ("POL"); the rules, regulations, opinions, guidelines, or policies promulgated or issued by the Commission on Ethics and Lobbying in Government or its predecessors ("CELG Regulations"); and any other laws applicable to the service of current or former Authority or New York State employees ("Other Laws," and, together with POL and CELG Regulations, collectively, the "Ethics Provisions"). Contractor certifies that all of its employees and those of its subcontractors who are former employees of the Authority or New York State and who are assigned to perform services under or in fulfillment of this Agreement shall be assigned in accordance with all Ethics Provisions. Further, during the term of this Agreement, no person who is employed by Contractor or its subcontractors and who is disqualified from providing services under this Agreement pursuant to any Ethics Provisions may share in any net revenues derived from this Agreement by Contractor or its subcontractors derives from this Agreement.

Contractor shall identify and provide the Authority with notice of those employees of Contractor or its subcontractors who are former employees of the Authority or New York State and who will be assigned to perform services under this Agreement. The Authority may, request that Contractor provide it with whatever information the Authority deems appropriate about each such person's engagement, work cooperatively with the Authority to solicit advice from the Commission on Ethics and Lobbying in Government, and, if deemed appropriate by the Authority, instruct any such person to seek the opinion of the Commission on Ethics and Lobbying in Government. The Authority shall have the right to withdraw or withhold approval of any subcontractor if utilizing such subcontractor for any work performed hereunder would be in conflict with any of the Ethics Provisions. The Authority shall have the right to cancel or terminate this Agreement at any time if any work performed under or in fulfillment of this Agreement is in conflict with any Ethics Provisions.

Section 6.13 – Confidentiality and Non-Disclosure

- A. "Confidential Information" means any information not generally known to the public, or that the Authority claims is confidential, whether oral, written, or electronic, that the Authority discloses, directly or indirectly, through any means of communication, to Contractor. Confidential Information includes, but is not limited to, operational and infrastructure information relating to:

bid documents, plans, drawings, specifications, reports, product information and data; business and security processes and procedures; personnel and organizational data; financial statements; information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that the Authority deems confidential.

- B. Confidential Information does not include information which, at the time of the Authority's disclosure to Contractor: (1) is already in the public domain or becomes publicly known through no act of Contractor; or (2) is already known by Contractor free of any confidentiality obligations.

If Contractor wants to disclose Confidential Information, it shall notify the Authority and specify the Confidential Information it wants to disclose. Contractor may only disclose such Confidential Information if the Authority approves such disclosure in writing, subject to such other terms and conditions as the Authority may require. Such approval, if given, shall only apply to the particular request and the specific Confidential Information for which it is given.

If Contractor is required to disclose or make available, directly or indirectly, Confidential Information pursuant to statute, court or administrative order, subpoena, contractual obligation, or otherwise by law, Contractor shall: (1) notify the Authority that it has received such legal demand as soon as practicable, but in all events prior to any disclosure; (2) permit the Authority to take the steps it deems necessary and appropriate to protect the Confidential Information from disclosure; (3) cooperate to the fullest extent possible under the law with the Authority's efforts to protect the Confidential Information from disclosure; and (4) disclose only such Confidential Information, and only such portions thereof, as is required to satisfy the legal demand, and limit any such disclosure of Confidential Information to the fullest extent permissible under the law.

- C. Contractor may use Confidential Information solely for the purposes of providing services to the Authority pursuant to the Agreement. Contractor may make copies of Confidential Information but only to the extent necessary for the disclosures and uses permitted by the Agreement. Contractor will make commercially reasonable efforts to ensure that any copy of Confidential Information that is made is marked to show that it is or contains Confidential Information. Contractor may share Confidential Information with third parties: (i) that are required for Contractor's provision of services to the Authority pursuant to the Agreement (e.g., consultants and subcontractors); and (ii) that agree in writing to be bound by the confidentiality provisions of the Agreement; however, Contractor may share only that Confidential Information that is necessary to the third party's contribution to Contractor's provision of services to the Authority pursuant to the Agreement and Contractor must first obtain the Authority's prior written consent.

The Authority's disclosure of Confidential Information to Contractor shall not convey to Contractor any right, title, or interest in or to such Confidential Information, and the Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Authority shall retain all right, title, and interest in and to all such Confidential Information at all times.

- D. Contractor shall hold Confidential Information confidential to the maximum extent permitted by law. Contractor shall safeguard Confidential Information with at least the same level of care and security that Contractor uses to maintain and protect from disclosure its own confidential information, using all reasonable and necessary security measures, devices, and procedures that Contractor uses to maintain its own confidential information, but in all events with not less than reasonable care.

Contractor shall take all reasonable steps to prevent unauthorized access to, use of, or disclosure of Confidential Information, including without limitation, by protecting its passwords and other log-in information. Contractor shall notify the Authority immediately of any known or suspected misuse or misappropriation of Confidential Information and shall use its best efforts to stop said misuse or misappropriation.

- E. Upon written request of the Authority, or upon expiration or termination of the Agreement, Contractor shall return all Confidential Information to the Authority, or certify in writing that it has been destroyed and no copies exist.
- F. Contractor agrees that breach of this Section 6.13 would cause the Authority irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Authority will be entitled to injunctive relief against such breach or threatened breach, without proving actual damages or posting a bond or other security.
- G. Without limiting the foregoing, the obligations and assurances involving Confidential Information pursuant to the Agreement shall survive termination or expiration of the Agreement.
- H. The relevant provisions of the New York Personal Privacy Protection Law (Section 6-A of the Public Authorities Law, the "PPPL") shall apply to this Agreement as if Contractor were an agency of the State of New York as defined therein. If, in connection with the performance of services under this Agreement, Contractor receives or otherwise has possession or control of information which, because of any name, number, symbol, mark or other identifier, can be used to identify a person ("Personal Information"), such Personal Information shall be received, maintained and used by Contractor solely for the purpose of performing the Services and for no other purpose, in accordance with the Authority's security standards and, at the request of the Authority, shall be encrypted in accordance with the Authority's security standards. If Contractor receives a request for disclosure of Personal Information to any person or entity not expressly authorized under this Agreement, Contractor shall not comply with the request and shall instead promptly notify the Authority. If Contractor is required by law to comply with the request, to the extent lawful, Contractor shall delay complying with the request until Contractor notifies the Authority's General Counsel in the most expeditious manner possible (e.g., telephone, email, fax) and affords the Authority with the opportunity to lawfully oppose such request.

Section 6.14 – New York State Finance Law §§ 139-j and 139-k Certification

By execution of the Agreement, Contractor will certify that all information Contractor has provided to the Authority with respect to New York State Finance Law §§ 139-j and 139-k is complete, true and accurate.

Section 6.15 – Iran Divestment Act- Section 2879-c of the Public Authorities Law

- a. As used in this Section 6.15, "person" has the meaning set forth in paragraph (e) of subdivision 1 of Section 165-a of the State Finance Law.
- b. As used in this Section 6.15 "Contract" means the Agreement.
- c. Contractor will provide the following certification:

By signing the Contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty

of perjury, that to the best of its knowledge and belief, that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

Section 6.16 – New York State Finance Law §139-1

By submission of this proposal, each Contractor and each person signing on behalf of any Contractor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that Contractor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Section 6.17 – New York State Human Rights Law, Article 15 of the Executive Law

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

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

Generally, the Human Rights Law applies to:

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

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

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

Section 6.18 – Conflicts of Interest

- A. Contractor has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect), signed by an authorized executive or legal representative attesting that Contractor's performance of the services does not and will not create a conflict of interest with, nor position Contractor to breach any other contract currently in force with the State of New York, that Contractor will not act in any manner that is detrimental to any Authority project for which Contractor is rendering services.

- B. Contractor hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. Contractor shall have a continuing affirmative duty to notify the Authority immediately of any actual or potential conflicts of interest.
- C. In conjunction with any subcontract under this Agreement, Contractor shall obtain and deliver to the Authority, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. Contractor shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the Authority a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.
- D. The Authority and Contractor recognize that conflicts may occur in the future because Contractor may have existing, or establish new, relationships. The Authority will review the nature of any relationships and reserves the right to terminate this Agreement for any reason, or for cause, if, in the judgment of the Authority, a real or potential conflict of interest cannot be cured.

Section 6.19 – Suspension, Abandonment and Termination

The Authority shall have the right, in its sole discretion, to postpone, suspend, abandon, or terminate the Agreement at any time and for any reason, and such action shall in no event be deemed a breach of contract. This includes the Authority's right to terminate the Agreement in the event the Authority finds that the certification made by Contractor in accordance with New York State Finance Law §§ 139-j and 139-k was intentionally false or intentionally incomplete. This also includes the Authority's right to terminate the Agreement at any time in the event the Authority finds that Contractor is non-responsible or has failed to accurately disclose vendor responsibility information. If the Authority exercises its right to terminate on account of a breach of the Agreement, the Authority may complete the contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

In the event the Authority exercises its right to postpone, suspend, abandon, or terminate the Agreement, Contractor must within ten (10) days of such postponement, suspension, abandonment, or termination deliver to the Authority all records, documents, and data pertaining to services rendered under the Agreement.

In the event the Authority exercises its right to postpone, suspend, abandon, or terminate the Agreement for convenience, due to no fault of Contractor, the Authority will fix the value of the work performed as of such postponement, suspension, abandonment, or cancellation date, as verified by audit, and compensate Contractor accordingly.

Section 6.20 – General Responsibility Provisions

Contractor shall at all times during the term of the Agreement remain responsible. Contractor agrees if requested by the Authority to present evidence of its/his/her continuing legal authority to do business in New York State and integrity, experience, ability, prior performance, and organizational and financial capacity.

Section 6.21 – Authority Ownership of Reports

The Authority shall own all rights, including the copyright, to the content of all reports submitted by Contractor to the Authority and, in the context of the format, shall have a perpetual, non-exclusive, non-assignable license to reproduce use and modify the format solely for the Authority's purposes. Contractor hereby assigns to the Authority the copyright to the content of the reports. Contractor may reproduce and use any such reports solely in connection with this Agreement and for no other purpose.

Section 6.22 - Error in Settlement Funds Paid to Authority

- a. If the Authority determines that there is an error in any settlement funds amount paid to the Authority due to an overcharge for a fee, fine or penalty, the Authority shall notify Contractor in writing of the error ("settlement error") and provide supporting documentation. Such notice may be provided by email without a formal notice pursuant to this Agreement. Within five (5) days after receipt of such notice or such longer period as specified in subsection B below, Contractor shall issue a credit adjustment to the Authority for the amount of the over charge that is correct and respond in writing with a detailed explanation for why all or a part of the charge was correct and, therefore, there is no overcharge for such amount.
- b. If Contractor is unable to resolve and, if applicable, pay an Authority claimed overcharge within five days of receipt of the Authority's notice, within the same five days, Contractor shall so notify the Authority with explanation and provide a schedule for investigating and resolving the matter and thereafter proceed with commercially reasonable efforts to investigate and resolve the matter within a reasonable period of time which shall not exceed 14 days after receipt of the Authority's notice.
- c. There is no contractual time limit for the Authority to identify and claim an overcharge for any financial obligation including but not limited to Contractor compensation, a fee, or a fine or penalty. Any time limit on such claims shall be limited to the New York statute of limitations applicable to such claim.
- d. For any overcharge adjustment related to a specific Merchant ID account, the payment to correct the overcharge shall be made to the bank account designated for that Merchant ID account unless otherwise agreed in writing.

Section 6.23 – Standard Contract Clauses, Appendices, Exhibits and Supplements

The Appendices listed below and attached hereto will be incorporated into and made a part of the Agreement. Contractor must complete and submit Exhibit 2 to the Authority prior to commencement of work under the Agreement. Proposer must complete and submit Supplements 1, 2, 3 4, 5 and Attachment C with its proposal.

Appendix A Standard Clauses

Appendix D Network Connection Requirements (TAP-372)

Appendix E Credit Card Processing Services

Exhibit 1 Thruway Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence

Exhibit 2	Authority Supplemental Insurance Certificate (TA-W51343)
Supplement 1	New York State Finance Law §§ 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations
Supplement 2	Certificate of Compliance with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence
Supplement 3	Vendor Assurance of No Conflict of Interest or Detrimental Effect
Supplement 4	Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Conducting Business in Russia
Supplement 5	ST-220-CA New York State Department of Taxation and Finance Contractor Certification
Attachment A	List of Current Accounts
Attachment B	Undertaking For Bank Deposits and Assignment of Securities
Attachment C	Fee Schedule
Attachment D	Informational Summary
Attachment E	Conflicting Association Rules Table

APPENDIX A

Standard Clauses

APPENDIX A

Standard Clauses For New York State Thruway Authority Contracts

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

1. NON-ASSIGNMENT CLAUSE. This contract may not be assigned by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, subcontracted, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign the contract without the Authority’s written consent are null and void.

2. COMPTROLLER APPROVAL. Unless otherwise provided by resolution of the Authority Board, if this contract involves the expenditure of funds in excess of \$50,000, or if, by this contract, the Authority agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, this contract shall not be valid, effective or binding upon the Authority until it has been approved by the State Comptroller and filed in his office.

3. WORKERS’ COMPENSATION AND DISABILITY BENEFITS. 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 State Workers’ Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers’ Compensation Act endorsement must be included.

4. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the State 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 or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with State Labor Law §220-e, 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 State Labor Law §230, then, in accordance with §239 thereof, the 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. The Contractor is subject to fines of \$50 per person per day for any violation of State Labor Law §§220-e or 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

5. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the State Labor Law or a building service contract covered by Article 9 thereof, neither the 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 State Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the 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 State Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the New York State Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of §220 of the New York State Labor Law shall be a condition precedent to payment by the Authority of any Authority approved sums due and owing for work done on the project.

6. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with State Public Authorities Law §2878, if this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further warrants that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority a non-collusive bidding certification on the Contractor’s behalf.

7. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with State Labor Law §220-f, if this contract

exceeds \$5,000, the Contractor agrees, as a material condition of this 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. §§2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of the 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 Authority within five (5) business days of such conviction, determination or disposition of appeal.

8. SET-OFF RIGHTS. The Authority shall have rights of set-off. These rights shall include, but not be limited to, the Authority'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 by the Contractor to the Authority with regard to this contract, or any other contract with the Authority, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Authority for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Authority and third parties in connection therewith.

9. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively, "Records") for a period of six (6) years (or any other longer period required by law) following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Authority, State Comptroller, State Attorney General and any other person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within New York State, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, during the contract term, any extensions thereof and said six (6) year period thereafter, for purposes of inspection, auditing and copying. As used in this clause, "termination of this contract" shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Authority will take reasonable steps to protect from public disclosure those Records which are exempt from disclosure under State Public Officers Law §87 ("Statute") provided that: (i) the Contractor shall timely inform an appropriate Authority official, in writing, that said records should not be disclosed; (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Authority's right to discovery in any pending or future litigation.

10. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Authority must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

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 State Tax Law §5. Disclosure of this information by the seller or lessor to the Authority 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 State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

The above personal information is maintained at the New York State Thruway Authority, Department of Finance and Accounts, P.O. Box 189, Albany, New York 12201.

11. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with State Executive Law §312, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the Authority 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 Authority; or (ii) a written agreement in excess of \$100,000 whereby the Authority 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 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, or major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this contract the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and shall make and document its conscientious and active efforts to

employ and utilize minority group members and women in its work force on Authority contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. As used in this clause, "affirmative action" shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, and rates of pay or other forms of compensation.

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

(c) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of this 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.

The Contractor shall include the provisions of (a), (b) and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such 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 Authority will consider compliance by a Contractor or its subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The Authority shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law, and if such duplication or conflict exists, the Authority may waive the applicability of §312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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 thereto.

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

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

14. LATE PAYMENT. Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by State Public Authorities Law §2880 and 21 NYCRR Part 109.

15. 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.

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

17. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract 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 Authority.

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 State Finance Law §165. Any such use must meet with the approval of the Authority; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the Authority.

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

permit independent monitoring of compliance with such principles.

19. 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 Street – 7th Floor
Albany, NY 12245
Phone: (518) 292-5220
Fax: (518) 292-5884
<http://www.esd.ny.gov>

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

NYS Department of Economic Development Minority and Women's Business Development Division
30 South Pearl Street – 2nd Floor
Albany, NY 12245
Phone: (518) 292-5250
Fax: (518) 292-5803
<http://www.esd.ny.gov>

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

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the NYS 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 Authority upon request; and

(d) The Contractor acknowledges notice that the Authority may seek to obtain offset credits from foreign countries as a result

of this contract and agrees to cooperate with the Authority in these efforts.

20. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapters 684 and 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the 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. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

21. NON-PUBLIC PERSONAL INFORMATION. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §899-aa; State Technology Law §208). In addition to any relief or damages that may be imposed pursuant to the provisions of this Act, the Contractor shall be liable for the costs imposed upon the Authority which are associated with breach of the Act if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Contractor's agents, officers, employees or subcontractors.

22. IRAN DIVESTMENT ACT. In accordance with State Public Authorities Law §2879-c, if this is a contract for work or services performed or to be performed, or goods sold or to be sold, the Contractor subscribes and affirms, under penalty of perjury, that: by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of §165-a of the State Finance Law, entitled "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>.

For the purposes of this clause, the term "person" shall be as defined in subdivision (1)(e) of §165-a of the State Finance Law.

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 Authority.

During the term of the contract, should the Authority receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the Authority 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 Authority 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.

23. OBSERVANCE OF LAWS. The Contractor agrees to observe all applicable Federal, State and local laws and regulations, and to procure all necessary licenses and permits.

24. NO WAIVER OF PROVISIONS. The Authority's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Authority, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

25. ENTIRE AGREEMENT. This contract, together with this Appendix A and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

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

27. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law § 5-a, if the Contractor fails

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

28. CONTRACT INVOLVING STEEL PRODUCTS. Contracts involving steel products are subject to Public Authorities Law § 2603-a, and steel products to be provided or incorporated by Contractor must be produced or made in whole or substantial part in the United States as set forth therein.

APPENDIX D

(TAP-372) Network Connection Requirements

NEW YORK STATE THRUWAY AUTHORITY

NETWORK CONNECTION REQUIREMENTS

A. Permissible Access

The Authority will limit access to a Network Connection to those services and devices (hosts, routers, etc.) needed. Blanket access will not be provided.

The Authority does not allow a Network Connection to be used as Outside Entity's Internet connection.

B. Connectivity Options

The following connectivity options are the standard methods of providing an Outside Entity with an external connection to the Authority's data communications network ("Network Connection"). Anything that deviates from these standard methods must be approved in advance by the Authority.

- 1) Encrypted Tunnel – The preferred connectivity method is via the Internet to an Authority Virtual Private Network (VPN) device. The Authority may loan Outside Entity the required client software for establishing VPN connections with the Authority. The Authority's perimeter security measures will control access to the internal network.
- 2) NYeNet/MAN Connection – This can include a VPN.
- 3) Leased Circuit.
- 4) Fiber.

C. Authentication of Network Connection

Outside Entity must authenticate its Network Connection using Authority authentication systems. All Outside Entity remote access user accounts will have an expiration time consistent with the business justification for the access, which can be renewed at the discretion of the Authority. If the contract term is longer than one year, then Outside Entity must generate a report at least once per year showing which Outside Entity employees have access to the Network Connection and send such report to the Authority for verification and review. Further, any time there is a change in those Outside Entity employees who have access to the Network Connection, Outside Entity shall send the Authority an updated list of those Outside Entity employees who have such access.

D. Current Software Versions Required

Outside Entity must, for all computers it utilizes for a Network Connection, employ software versions that are currently supported by the software manufacturer. Outside Entity must apply all available security updates and hot fixes for that software in a timely fashion.

All Outside Entity software and firmware utilized for a Network Connection must be kept up to date, especially with patches that fix security vulnerabilities.

NEW YORK STATE THRUWAY AUTHORITY

E. Virus Protection

Outside Entity must install and enable anti-virus software on all computers utilized for a Network Connection and keep such virus definition files up to date.

F. Protection of Authority Information and Resources

The Authority will implement all security measures it determines appropriate to protect the integrity and confidentiality of Authority confidential information.

The Authority will implement appropriate “Access Control Lists” (ACLs) on the Authority network devices to which the Outside Entity sites are connected. The ACLs will restrict access to pre-defined hosts within the internal Authority network.

In the event the Authority agrees to loan to Outside Entity certain Authority equipment and/or software (“Authority-owned Equipment”) to facilitate the Network Connection, the Authority will provide Outside Entity with enable-level access only to those Outside Entity employees necessary to the installation, operation and maintenance of the Network Connection. All other Outside Entity employees will have restricted access/read-only access to the routers at their site and will not be allowed to make configuration changes.

Outside Entity shall be solely responsible for providing the appropriate security measures to ensure protection of its internal network and information. The Authority shall not have any responsibility for ensuring the protection of Outside Entity information.

G. Security Incident Notification and Resolution

Outside Entity is responsible for notifying the Authority upon discovery of any security incident that may threaten or compromise the confidentiality, integrity or availability of Authority information or network infrastructure. Outside Entity shall, at a minimum, report the following to the Authority: 1) successful or unusually persistent attempts to gain unauthorized information or system access; 2) presence of malicious code that has a widespread impact throughout Outside Entity’s network infrastructure; 3) a known or suspected denial of service attack; and 4) scans and probes that precede or are related to a security incident listed above.

Once it has resolved the security incident, Outside Entity must also report the following to the Authority: 1) attack source details (i.e., IP address, method, vulnerability exploited, etc.); 2) the specific effects (i.e., loss, damage, destruction, modification, disclosure) on systems, accounts or information assets resulting from the threat or compromise; and 3) actions taken to remediate the security incident.

NEW YORK STATE THRUWAY AUTHORITY

H. Audit and Review of Outside Entity Network Connections

The Authority shall have the right at all times to monitor all aspects of Network Connections. The Authority will employ automated tools to accomplish monitoring tasks where practicable. The Authority will generate an annual report on its authentication database showing the specific Outside Entity login entries and distribute such reports to appropriate Authority personnel for review. The Authority will periodically audit Network Connections and distribute such audits to appropriate Authority personnel for review.

The Authority will review all Network Connections on an annual basis and update or terminate such connections when appropriate.

APPENDIX E

Credit Card Processing Services

Appendix E: Credit Card Processing Services

Article 1 – Scope.

This Appendix E and Attachments thereto sets forth the terms and conditions for the provision of Credit Card Processing Services as defined in this Appendix E. This Appendix E shall not apply to other services provided by the Contractor pursuant to the Agreement.

Contractor shall be the non-exclusive provider of Credit Card Processing Services to the Authority during the term of this Agreement. The Authority retains the right to use other service providers, including but not limited to the Associations who may also provide Authorization services and/or merchant services, to provide the same or similar services to the Credit Card Processing Services to the Authority.

The services included within this Appendix E include those services not expressly set forth in the Agreement, but which are customarily included or reasonable necessary in connection with the performance of credit card processing services.

Article 2 – Definitions.

Terms used in this Appendix E shall apply to Credit Card Processing Services performed by the Contractor. These definitions are not intended to supersede the definitions used by the Association(s).

- 2.1** “**Association**” means the credit card associations known as Visa U.S.A., Inc., Visa International, Inc., MasterCard International Incorporated, American Express, Discover, and any successor organizations or associations of same, or such other credit card association(s) that may be included under the Contract during the Contract term.
- 2.2** “**Association Rules**” means the rules, regulations, releases, interpretations, and other requirements imposed and adopted by any Association.
- 2.3** “**Authorization**” means, during a Card transaction, the step when an issuer verifies (i) a card is valid and the related card account is in good standing and (ii) accordingly, authorizes payment to the merchant from that account or declines the transaction. The authorization request and authorization response are usually conducted via the merchant services provider on behalf of a merchant, and often requires a real-time communication link.
- 2.4** “**Card**” means MasterCard, Visa, Discover and American Express branded cards or such other new or emerging cards as may become available and included under the Contract during the Contract term.

- 2.5 “Cardholder Information”** means information related to a Cardholder or the Cardholder's Card that is obtained by the Authority from the Cardholder's Card, or from the Cardholder in connection with his or her use of a Card (for example a security code, a PIN number, or the ZIP code when provided as part of an address verification system). Without limiting the foregoing, such information may include the Card account number and expiration date, the Cardholder's name and/or date of birth. PIN data, security code data such as CVV2, CVC2, and any data read, scanned, imprinted, or otherwise obtained from the Card, whether printed thereon, or magnetically, electronically or otherwise stored thereon.
- 2.6 “Cardholder”** means the individual or entity whose name is embossed on or otherwise assigned to the Card and any authorized user of such Card.
- 2.7 “Chargeback”** means the dispute procedure that occurs when a Cardholder or Card issuer questions the validity of a previously settled transaction. When the dispute is found in favor of the Cardholder or Card issuer, chargeback also refers to the reversal of a charge by which the cardholder is credited for the amount of the disputed transactions and the merchant is invoiced for the amount.
- 2.8 “Commercially Reasonable Efforts”** means the efforts that a prudent party that desires to complete a Transaction or other action would use in similar circumstances to ensure that a Transaction, action or other result occurs as expeditiously as possible without the necessity of assuming any material obligations or incurring any material fees, expenses, or costs other than those fees, expenses and costs which the party has contractually agreed to expend.
- 2.9 “Credit Card Processing Services”** means processing (including the Authorization, capture, settlement and reporting of Transaction data) of the four nationally recognized Cards and other future forms of electronic payments.
- 2.10 “Force Majeure”** means a cause or event which cannot be reasonably anticipated or is not within the reasonable control of Contractor including, but not limited to, acts of God or the public enemy, fires, explosion, riots, labor troubles or disputes, war or terrorism.
- 2.11 “Merchant Operating Guide”** means the then-current manual used by Contractor, containing operational procedures, instructions and other directives relating to Transactions.
- 2.12 “Next Business Day”** means the day following a business day, which is Monday through Friday, excluding New York State or Federal holidays.
- 2.13 “Pass Through Fee”** means a fee typically passed through from the acquirers/merchant services providers to all of their merchant customers at the Association's published rate. Examples of such existing fees today are MasterCard's Assessment, Acquirer Brand Volume Fee, Digital Enablement Fee

and Cross Border Assessment Fee; Visa's Credit Assessment, Acquirer Processing Fee, Fixed Acquirer Network Fee and International Service Assessment Fee; and Discover's Assessment, Network Authorization Fee and International Processing Fee. Such fee may be modified from the published rate pursuant to a mutual agreement between an Association and merchant. In connection with the Agreement, the fee passed through to the Authority may differ from the published rate based on an applicable agreement between the Authority and the Association or between the Authority and Contractor.

- 2.14 "Retrieval Request"** means when a Card issuer requests a copy of the Transaction information document (e.g., charge slip) for a Transaction. The request may be the result of a Cardholder inquiry, or it may be required to initiate a Chargeback or for use in investigating a credit or fraud problem.
- 2.15 "Security Standards"** are all rules, regulations, standards or guidelines adopted or required by the Associations or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Cardholder Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program, and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- 2.16 "Settlement Account"** means an account at a financial institution designated by the Authority as the account to be debited and credited by Contractor for Transactions, and fees.
- 2.17 "Transaction"** is a transaction conducted between a Cardholder and the Authority utilizing a Card in which consideration is exchanged between the Cardholder and the Authority.

Article 3 – Association Rules

3.1 – Applicability of Association Rules. Credit Card Processing Services is also controlled by Association Rules, which in the event of conflict shall have priority over the terms of the Appendix E provided that Contractor will use Commercially Reasonable Efforts to avoid a conflict and, in the event of an unavoidable conflict, seek mitigation through negotiation with the Association based on the Authority's best interests.

3.2 – Changes to Associations Rules. The Authority agrees to comply with all applicable Association Rules in accordance with this Appendix E, including revisions thereto from time to time by the applicable Association in accordance with the following:

- 1) Contractor shall give notice to the Authority in writing of any change to an Association Rule in advance of any implementation deadline.
- 2) The notice shall be given no less than the greater of: (i) 90 days in advance of the implementation deadline; or (ii) such number of days in advance of the implementation deadline as is reasonably necessary for a timely and orderly implementation, taking into account the Authority's level of effort and available resources that will be required for implementation.
- 3) In the event Contractor cannot provide the minimum notice required because Contractor received less notice from an Association, Contractor shall give notice to the Authority immediately after Contractor initially receives the notice from the Association and Contractor shall provide the Authority with an explanation and such assistance as the Authority requires to enable the Authority to define and implement the requirement in a timely and orderly manner.
- 4) The notice of a change in an Association Rule shall be sufficiently clear, detailed, and orderly to enable the Authority to identify the rules being changed and to understand and implement the change. The notice shall include:
 - a) The effective date of the change and an indication of any flexibility to delay the effective date;
 - b) Identification of the fee/fee basis/functionality/business process being changed and the specific changes;
 - c) Explanation of how the change(s) may impact the Authority;
 - d) Identification of the specific programming and business process changes to the Authority's merchant system that will be required to implement the change;
 - e) Any options available to the Authority as a result of a change; and
 - f) Detailed instructions for implementing the change or, if applicable, a statement that no action is required by the Authority.
- 5) Contractor assistance shall include but is not limited to providing the information, instructions and support required by the Authority: (i) to timely

and efficiently implement the change; and (ii) if implementation is not completed by the deadline specified by the Association, to enable the Authority to avoid or mitigate any adverse consequences such as but not limited to the Association charges and/or reduction/revision of the Association's services. Contractor assistance shall include, as needed, advocacy on behalf of and in coordination with the Authority with the Association in regard to such matters as revisions to or waivers of the change that apply generally, to a category that would include the Authority, or solely to the Authority, and avoidance of any financial or operational adverse consequences.

Article 4 – Merchant Operating Guide

4.1 – Authority Compliance with Merchant Operating Guide. The Authority agrees, in accordance with this Appendix E, to comply with the procedures in the Merchant Operating Guide as provided with Contractor's Proposal and, in accordance with Section 4.2 below, any Contractor revisions to the Merchant Operating Guide.

4.2 – Revisions to Merchant Operating Guide. Any revision to the Merchant Operating Guide shall be subject to the following:

- 1) Contractor shall give notice to the Authority in writing of any change to the Merchant Operating Guide in advance of any implementation deadline.
- 2) The notice shall be given no less than the greater of: (i) ninety (90) days in advance of the implementation deadline; or (ii) such number of days in advance of the implementation deadline as is reasonably necessary for a timely and orderly implementation, taking into account the Authority's level of effort and available resources that will be required for implementation. In the event Contractor requires a shorter time period, Contractor shall provide the Authority with an explanation and such assistance as the Authority requires to enable the Authority to define and implement the requirement in a timely and orderly manner.
- 3) Contractor acknowledges that the advance notice reasonably necessary to design and implement any reprogramming or system modification may involve a significant amount of Authority time and resources, which may not be reasonably available to the Authority if insufficient notice is given to the Authority, and Contractor shall provide all assistance as may be essential and required for timely implementation.

4.3 - Contractor Compliance. Contractor hereby represents and warrants to the Authority that Contractor is currently, will continue to be, and will process all electronic payment transactions under this Appendix E in compliance with Contractor's Merchant Operating Guide and all applicable Association Rules.

Article 5 – Settlement of Card Transactions

5.1 – Contractor Delay. Except to the extent a Force Majeure cannot be mitigated, notwithstanding Contractor's System redundancy, if Contractor is delayed in timely receiving or processing a settlement file due in whole or in part to Contractor's System failure, Contractor shall pay interest on the Settlement Funds due to the Authority for the period of the delay equal to the Federal Funds Rate. For this purpose, a period of delay shall be rounded up to the next highest whole business day.

5.2 - Credits or Other Payments Subject to Audit. All credits to the Authority's Settlement Account or other payments to the Authority are provisional and are subject to, among other things, final audit by either party.

5.3 - Contractor Not Liable for Errors or Delays of Third Parties. The Contractor will not be liable for any delays in receipt of funds or errors in debit and credit entries caused by third parties including but not limited to any Association or any other Authority financial institution. The Contractor shall, however, use Commercially Reasonable Efforts to promptly identify, investigate and resolve such delays or errors.

5.4 – Survival of Agreement. The provisions governing processing and settlement of Transactions, all related adjustments, fees and other amounts due from the Authority and the resolution of any related Chargebacks, disputes or other issues involving Transactions will continue to apply even after termination of the Agreement until all Transactions made prior to such termination are settled or resolved.

Article 6 - Chargebacks

6.1 – Authority Responsibility for Chargebacks. Except as expressly set forth in this Appendix E, the Authority shall be responsible for all Chargeback amounts relating to Transactions settled by the Contractor to the extent required by Association rules.

6.2 – Representation of the Authority's Interests. The Contractor, at the request of and with the participation and consultation of the Authority, will use Commercially Reasonable Efforts to represent the Authority's interests with the Associations and the issuers of Chargebacks to dispute all Chargebacks and avoid or minimize Chargebacks debited to the Authority and any related fees, fines, or corrective requirements.

6.3 - Failure by Contractor to Make Retrieval Request. If Contractor fails to make a Retrieval Request as required by the applicable Association Rules, Contractor will be liable for any Chargeback to the Authority or other charges issued to the Authority related to such failure.

Article 7 – Use and Disclosure of Cardholder Information

7.1 – Contractor Use or Disclosure of Cardholder Information. Contractor shall not use, disclose, sell or disseminate any Cardholder Information obtained in connection with a Transaction except for the purpose of authorizing, completing and settling Transactions and resolving any Chargebacks, Retrieval Requests or similar issues involving Transactions.

7.2 - Request to Contractor for Disclosure of Cardholder Information. The only exception to Section 7.2 is if Contractor receives a request for disclosure of any Cardholder Information and compliance with the request is required by law. In such event, to the fullest extent permitted by law, Contractor shall not comply with the request and shall instead: (i) immediately notify the Authority; and (ii) delay complying with the request until Contractor notifies the Authority's General Counsel in the most expeditious manner possible (e.g., telephone, email, fax) and affords the Authority with the opportunity to lawfully oppose such request.

Article 8 – Service Interruption or Failure

8.1 System Failure. In the event to any extent there is a temporary interruption(s) in, or partial loss or complete failure of the Contractor to provide electronic payment processing services to the Authority (a "System Incident"), Contractor shall use all Commercially Reasonable Efforts to immediately initiate actions to immediately mitigate the loss/failure and to restore its system to full operation.

8.2 – System Incident Report. All such System Incidents shall be immediately reported to the Authority. Such System Incident Report shall include the date and time when the System Incident started, the expected duration of the Incident, and a description of the System Incident and the type of service loss for each System Incident.

8.3 – Authority Acceptance of Card Transactions After System Failure. In the event there is a System Incident and, as a result, Contractor cannot respond in whole or in part to Authority Authorization requests, the Authority may continue to accept Card Transactions, and the Authority's sole remedy for such service interruption/loss/failure shall be Contractor's' guarantee that, if any such Authority accepted transactions are subject to a Chargeback, Contractor shall be responsible for such Chargebacks and shall refund to the Authority any such Chargebacks.

8.4 - Monthly System Incident Reports. By the 15th of each month, Contractor shall provide the Authority with a monthly report of all System Incidents incurred during the preceding month and year-to-date, providing a status report of each such System Incident ("Monthly System Incident Report").

8.5 – Contractor Assistance to Authority. In the event the Authority’s merchant system experiences a temporary interruption(s), partial loss or complete failure to provide Authorization requests to Contractor, Contractor shall provide the Authority with such assistance as the Authority needs or otherwise reasonably requires to promptly restore Authorization processing.

Article 9 Pass Through Fees

9.1 Pass Through Fees. Pass Through Fees which currently exist, or are established or revised in the future, may be passed through to the Authority to the extent they are passed through to all other Contractor merchant services clients. To the extent Pass Through Fees are managed by Contractor and passed through to the Authority, such fees are subject to Contractor’s responsibilities under this Appendix E but are not deemed part of Contractor’s compensation for Contractor’s services. Existing Pass Through Fees are set forth in the Fee Schedule.

9.2 - New Pass Through Fees. Any new or increase in a Pass Through Fee shall not be passed through to the Authority and instituted pursuant to this Appendix E unless there has been prior notification to the Authority under Section 3.2 of this Appendix E and, if passed through to the Authority, shall be passed through pursuant to Section 9.3 below. Such notification shall include the original fee, if any, and new or increased fee, and explanation for the underlying basis for the applicability of the fee (or fee increase) to the Authority and to passing it through to the Authority, and how the fee is determined.

9.3 – Effectiveness of Revised Pass Through Fees. Any new Pass Through Fee or increase in an existing Pass Through Fee prior to notification pursuant to Section 9.2 shall not be passed through to the Authority. Any decrease in or elimination of a Pass Through Fee shall be effective immediately without prior notice, provided that Contractor shall provide notice of same to the Authority no later than five (5) business days of the change taking effect. In the event the Authority disputes the amount or applicability of a change, Contractor shall promptly evaluate the Authority’s position and, as appropriate, promptly advocate the Authority’s position with the applicable Association.

9.4. Basis for Pass Through Fees. Pass Through Fees shall be passed through to the Authority based on the Association’s actual charge to Contractor, which passed through fee shall not exceed the official charge published by the Association and shall include a reduction (“Reduction”) for any discount, rebate, refund, or other payment or reduction in the cost to Contractor or other compensation paid to Contractor, by the Association for which Contractor is entitled. In the event the Authority has an agreement with an Association that provides for a rate(s) for a Pass Through Fee that is different than the published rate(s) of the Association (“Authority Fee Agreement”), the Pass Through Fee shall be based upon the Authority Fee Agreement minus any applicable Reduction.

Contractor represents and warrants to the Authority that as of the Effective Date, there exists no such Reduction, and Contractor shall give the Authority immediate notice of any Reduction. If at any time an Authority Fee Agreement provides for a Payment Pass Through Fee rate that is higher than what is available through Contractor, Contractor shall notify the Authority and at the Authority's request, the Authority and Contractor shall discuss and implement a solution, to the extent possible, that will result in the Authority paying the lowest available rate for the Pass Through Fee.

Article 10 – Fines and Penalties

10.1 - Additional Fines or Fees by Associations. In addition to the regular Chargeback fees, as set forth on the Schedules, except as otherwise provided for in this Appendix E, the Authority agrees to pay Contractor any fines imposed on the Contractor by any Association, resulting from Chargebacks and any other fees or fines imposed by an Association with respect to acts or omissions of the Authority. The Contractor, at the request of and with the participation and consultation of the Authority, will use Commercially Reasonable Efforts to represent the Authority's interests with such Associations and third-parties to avoid or minimize such fees or fines.

10.2 – Assistance Provided by Contractor. Contractor shall proactively assist the Authority to monitor and avoid the risk of Contractor and Association fines and penalties. Such assistance to the Authority shall include, but is not limited to identifying, proposing and implementing solutions to potential problems that could result in a fine or penalty, assisting in disputing fines and penalties, and timely preserving the Authority's rights to dispute a fine or penalty and appeal on behalf of the Authority.

10.3 – Contractor Notice Regarding Potential Fines or Penalties. Contractor shall give notice to the Authority of a potential risk or imposition of any fine or penalty by the Contractor or any Association, immediately after Contractor is initially aware of such risk or imposition. Such notice shall be presented in plain English and, if it includes any industry specific terminology, shall include plain English translation. The notice, at minimum, shall include the following information:

- a) Name of the entity that may or has imposed a fine or penalty.
- b) The rule or other standard that the Authority is allegedly violating.
- c) The actual or potential amount of the fine or penalty and, if the penalty could be repeated, the frequency with which it would be repeated.

d) Contractor's recommended solution to eliminate or avoid the risk of the fine or penalty.

e) The specific assistance Contractor will provide to the Authority to implement the solution.

f) The Authority's appeal rights including applicable time periods for appealing.

10.4 – Imposition of Fees or Penalties. If a fine or penalty is imposed on the Authority by the Contractor or an Association, Contractor shall notify the Authority in advance of implementing the Authority's payment of the fine or penalty and request that the Authority agree to a specific method for the Authority to pay the fine or penalty. If such notice is given and the Authority does not specify a commercially reasonable method for payment within fourteen (14) days, Contractor may deduct the fine or penalty from Settlement Funds and shall immediately notify the Authority of such deduction and of any appeal rights the Authority may have.

Article 11 - PCI Compliance

11.1 – Contractor PCI Compliance. Contractor agrees that it will at all times be Payment Card Industry Data Security Standards ("PCI") compliant and all of Contractor's service locations and activities conducted under this Agreement that are within Contractor's responsibility or control, will be PCI compliant. Contractor shall no less than annually submit to the Authority proof of PCI compliance and, in addition, submit such proof within sixty (60) days of an Authority request for same. "Annually" for purposes of this provision shall mean within one year of the date of the certification that was submitted with Contractor's execution of the Agreement and, thereafter, within one year of the immediate prior certification.

11.2 - Transmittal of Authority Data. Contractor will transmit data on behalf of the Authority from Contractor's system to the Associations and any applicable third party, utilizing best practices for transmission and security and in accordance with all applicable standards and guidelines, including but not limited to existing, evolved, and newly enacted standards and guidelines applicable to speed, encryption and PCI compliance.

11.3 Lost or Compromised Data. For any Authority data subject to PCI compliance that is not in Contractor's system or otherwise in Contractor's control or possession, if such data is lost or compromised, Contractor shall provide the Authority with such assistance as is legally required or otherwise as reasonably requested by the Authority. Contractor shall, to the extent reasonably possible, monitor the PCI compliance of such system/data, inform the Authority of any actual

or potential non-PCI compliance of such system/data immediately after Contractor is initially aware of such non-compliance.

11.4 – Contractor Support for Authority PCI Compliance. Contractor's filings with Associations of PCI validation documents submitted by the Authority to Contractor shall be submitted and successfully completed in a timely manner in accordance with applicable Association requirements and if, for a procedural or substantive reason, a submission is not successfully completed by Contractor, and such deficiency results in a payment network fine for non-PCI compliance, Contractor accepts responsibility for the fine if to any extent the cause of the deficiency is attributable to a Contractor error or omission, including Contractor's failure to identify or notify the Authority about a PCI compliance issue.

Contractor shall give the Authority immediate notice of any non-PCI-compliant issues for which the Authority is responsible. Such notice shall be given in a sufficiently detailed manner to enable the Authority to avoid a Contractor or Association fine and, if a fine is unavoidable, to minimize the fine.

11.5 – Association Data Security Requirements. Contractor agrees to timely provide the Authority with such information and assistance regarding each Association's PCI and related data security requirements for merchants to enable Authority to maintain compliance with each Association's security requirements.

EXHIBIT 1

Thruway Authority Guidelines Regarding Permissible
Contacts During a Procurement and
the Prohibition of Inappropriate Lobbying Influence

New York State Thruway Authority

Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence

Chapter 1 of the Laws of 2005, as amended (referred to as the “Lobbying Law”), enacted major changes to the Legislative Law and State Finance Law relative to lobbying on government procurements and procurement contracts. The Lobbying Law created two new sections in the State Finance Law: Section 139-j addresses restrictions on “contacts” during the procurement process; and Section 139-k addresses the disclosure of contacts and the responsibility of offerers¹ during the procurement process. In this regard, a procurement contract means a contract or agreement (including an amendment, extension, renewal or change order to an existing contract where such amendment, extension, renewal or change order is not authorized and payable under the terms of the contract) involving an estimated annual expenditure in excess of \$15,000 for a commodity, service, technology, public work or construction; purchase, sale, lease or acquisition of real property; or revenue contract.

In conformity with the Lobbying Law, during the restricted period² for an Authority procurement, an offerer may only make permissible “contacts” regarding such procurement, which means that the offerer shall contact only the Authority designated contact person(s) for that procurement. In this regard, “contact” means any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity’s conduct or decision regarding the Authority procurement. Exceptions to this rule include:

- submission of a written proposal in response to a Request for Proposals (RFP), Invitation for Bids (IFB) or any other solicitation method;
- submission of written questions as part of an RFP, IFB or other solicitation method where all written questions and written responses will be provided to all offerers;
- participation in a pre-proposal or pre-bid demonstration, conference or other exchange of information open to all bidders scheduled as part of an RFP, IFB or other solicitation process;

¹ An individual or entity, or any employee, agent, consultant or person acting on behalf of such individual or entity, that contacts the Authority about a procurement during the restricted period whether or not the caller has a financial interest in the outcome of the procurement. A governmental agency or its employees that communicates with the Authority regarding a procurement in the exercise of its oversight duties shall not be considered an offerer.

² The period of time commencing with the earliest written notice, advertisement or solicitation of a Request for Proposals (RFP), Invitation for Bids (IFB), or solicitation of proposals, or any other method for soliciting responses from offerers intending to result in a procurement contract with the Authority, and ending with the final contract award and approval by the Authority, and, where applicable, the State Comptroller.

- written complaints that the Authority designated contact for a procurement fails to respond in a timely manner to authorized offerer contacts;
- negotiation of procurement contract terms with the Authority following tentative award;
- contacts between designated Authority staff and an offerer to request the review of a procurement contract award;
- communications with the Authority regarding an appeal, protest or other review of a procurement, participation in an administrative or judicial proceeding regarding a procurement and complaints regarding a procurement made to the Attorney General, Inspector General, District Attorney or State Comptroller;
- communications between Authority staff and offerers that solely address the determination of vendor responsibility.
- communications relating to the Authority's procurement made pursuant to State Finance Law Section 162(1) undertaken by (i) the non-profit-making agencies appointed pursuant to Section 162(6)(e) by the Commissioner of the Office of Children and Family Services, the Commission for the Blind or the Commissioner of Education, and (ii) the qualified charitable non-profit-making agencies for the blind, and qualified charitable non-profit-making agencies for other severely disabled persons as identified in Section 162(2); provided, however, that any communications which attempt to influence the issuance or terms of the specifications that serve as the basis or bid documents, RFPs, IFBs, solicitations of proposals, or any other method for soliciting a response from offerers intending to result in a procurement contract with the Authority shall not be exempt;
- complaints by a Minority and Women-owned Business Enterprise (MWBE) entity to the MWBE statewide advocate concerning the Authority's failure to comply with the requirements of Executive Law Section 315; and,
- communications between the MWBE statewide advocate and the Authority in furtherance of the MWBE statewide advocate pursuant to Executive Law Section 312-a.

An offerer shall not, under any circumstance, attempt to influence an Authority procurement in a way that violates or attempts to violate: Public Officers Law Section 73(5), relating to gifts intended to influence; or Public Officers Law Section 74, relating to the code of ethics for employees of state agencies, public authorities and public benefit corporations, members of the New York State Legislature and Legislative employees.

An offerer who contacts the Authority designated contact person for a procurement during the restricted period must be prepared to provide the following information: name, address, telephone number, place of principal employment and occupation of the person or organization making the contact and whether the person/organization making the contact is the offerer or is retained, employed or designated by or on behalf of the offerer to appear before or contact the Authority about the procurement.

An offerer that submits a proposal, bid or other response to an Authority RFP, IFB or other solicitation method must: certify that it understands and agrees to comply with these Guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence; and disclose whether any governmental entity has, within the prior four (4) years, found the offerer non-responsible due to a violation of the Lobbying Law or the intentional provision of false or incomplete information. Further, all Authority procurement contracts will contain: a certification by the offerer that all information provided to the Authority

with respect to the Lobbying Law is complete, true and accurate; and a provision authorizing the Authority to terminate the contract in the event such certification is found to be intentionally false or incomplete.

The Authority will investigate all allegations of violations of the Authority Guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence. A finding that an offerer has knowingly and willfully committed such a violation may result in a determination that the offerer and its subsidiaries are non-responsible and therefore ineligible for award of the procurement contract. A second determination of non-responsibility for such a violation within four (4) years of the first such determination shall render the offerer and its subsidiaries ineligible to submit a bid or proposal or be awarded a procurement contract for four (4) years from the date of the second determination. The Authority will notify the New York State Office of General Services of any determinations of non-responsibility or debarments due to violations of the Lobbying Law.

These Guidelines and related forms are available on the Authority's website, www.thruway.ny.gov, under Doing Business; Purchasing Services - Law, Policies and Procedures. Copies of Sections 73 and 74 of the Public Officer's Law are also available on the Joint Commission on Public Ethics website, www.jcope.ny.gov, under Laws. If you require further guidance on the Lobbying Law, you are encouraged to visit the Advisory Council on Procurement Lobbying website at <https://ogs.ny.gov/acpl>, where the Lobbying Law and the Guidelines on Procurement Lobbying (Frequently Asked Questions) adopted by the Council are posted.

EXHIBIT 2

(TA-W51343)

Authority Supplemental Insurance Certificate


**Thruway
Authority**
SUPPLEMENTAL INSURANCE CERTIFICATE

This form supplements ACORD 25 CERTIFICATE OF LIABILITY INSURANCE documentation as required by the NYSTA. For additional information, please contact the NYSTA's Insurance Compliance Section at (518) 436-2891.

Insured: _____

All Work under NYSTA Project/Agreement/Permit No.: _____
(If NYSTA Permit, leave blank unless Permit No. is known)

Complete/check appropriate boxes:

	Yes	No																		
I. Commercial General Liability (CGL) Insurance - Policy No. _____																				
a. Does the General Aggregate reflect a per-project aggregate endorsement (CG 25 03 05 09 or equivalent)?	<input type="checkbox"/>	<input type="checkbox"/>																		
b. Does the CGL provide coverage for:																				
1. Explosion, Collapse and Underground Hazards (XCU)?	<input type="checkbox"/>	<input type="checkbox"/>																		
2. Products & Completed Operations Liability?	<input type="checkbox"/>	<input type="checkbox"/>																		
3. Additional Insureds for claims involving injury to employees of the Named Insured or subcontractors?	<input type="checkbox"/>	<input type="checkbox"/>																		
4. Is Cross liability in the ISO GL policy (i.e., Insured vs. Insured suits) excluded?	<input type="checkbox"/>	<input type="checkbox"/>																		
If "No", is Cross liability in the ISO GL policy restricted?	<input type="checkbox"/>	<input type="checkbox"/>																		
5. Property damage to work due to Independent contractor's (subcontractor's) operations?	<input type="checkbox"/>	<input type="checkbox"/>																		
c. Is the CGL policy written on ISO form CG 00 01 04 13 or an equivalent form?	<input type="checkbox"/>	<input type="checkbox"/>																		
II. Workers' Compensation - Policy No. _____																				
a. Does Workers' Comp. apply to federally-regulated employment (i.e., Jones Act, USL&H)?	<input type="checkbox"/>	<input type="checkbox"/>																		
b. Is Workers' Comp. from a New York State authorized insurer?	<input type="checkbox"/>	<input type="checkbox"/>																		
c. If sole proprietorship, partnership, or corporation with one or two shareholders, is Workers' Comp. coverage provided for owners?	<input type="checkbox"/>	<input type="checkbox"/>																		
III. Environmental Insurance (EI) (including Asbestos & Lead Abatement) - Policy No. _____																				
Professional Liability Insurance (PLI) (including Errors & Omissions) - Policy No. _____																				
a. Do EI defense costs reduce liability limits?	<input type="checkbox"/>	<input type="checkbox"/>																		
b. If EI is on a claims-made basis, what is the retroactive date?																				
c. Do PLI defense costs reduce liability limits?	<input type="checkbox"/>	<input type="checkbox"/>																		
d. If PLI is on a claims-made basis, what is the retroactive date?																				
IV. Mandatory Endorsements and Other Provisions (all policies including auto liability)																				
a. Is the NYSTA listed as an Additional Insured by ISO endorsement CG 20 10 04 13 and CG 20 37 04 13 or an equivalent, under the CGL and Umbrella policies?	<input type="checkbox"/>	<input type="checkbox"/>																		
b. Are the Umbrella and/or Excess Liability insurance policies issued on a "stand alone" or "follow form basis" to the primary CGL, Commercial Auto and/or Employer's Liability? Identify for each policy:																				
<table border="0" style="display: inline-table; vertical-align: top;"> <tr> <td style="text-align: right; padding-right: 10px;">Stand Alone</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: right; padding-right: 10px;">Follow Form</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: right; padding-right: 10px;">No Policy</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td colspan="6">Umbrella Policy No. _____</td> </tr> <tr> <td colspan="6">Excess Policy No. _____</td> </tr> </table>	Stand Alone	<input type="checkbox"/>	Follow Form	<input type="checkbox"/>	No Policy	<input type="checkbox"/>	Umbrella Policy No. _____						Excess Policy No. _____							
Stand Alone	<input type="checkbox"/>	Follow Form	<input type="checkbox"/>	No Policy	<input type="checkbox"/>															
Umbrella Policy No. _____																				
Excess Policy No. _____																				
c. Are all policies endorsed to provide 30 days advance notice to the NYSTA of termination/material change, except for non-payment/cancellation?	<input type="checkbox"/>	<input type="checkbox"/>																		
If "No", identify policies that are not endorsed:																				
d. Do any of the policies on the attached ACORD 25 contain a Deductible (D) or Self-Insured Retention (SIR)?	<input type="checkbox"/>	<input type="checkbox"/>																		
If "Yes", indicate the specific policy, whether D or SIR, its amount, and whether it is on a per claim, per occurrence or aggregate basis:																				
e. Is the Automobile Liability policy endorsed to include either ISO endorsement CA 99 48 03 06 - Pollution Liability - Broadened Coverage for Covered Autos-Business Auto, Motor Carrier and Truckers Coverage Forms or ISO endorsement CA 00 12 03 06 - Truckers Coverage Forms?	<input type="checkbox"/>	<input type="checkbox"/>																		

This certificate is issued as a matter of information only. The information provided herein accurately describes the policies listed above; and does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed above. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Signed: _____

Date: _____

Print Name: _____

☐ Insurer's Agent

Title: _____

☐ Insurance Broker

Firm Name: _____

Mailing Address: _____

Fax No.: () - _____

Email: _____

SUPPLEMENT 1

New York State Finance Law Sections §§ 139-j and 139-k
Disclosure of Prior
Non-Responsibility Determinations



**New York State Finance Law Sections 139-j and 139-k
Disclosure of Prior Non-Responsibility Determinations**

Contract/Project/Transaction Description:

Contract # (if applicable): _____ Date: _____

Name of Offerer/Applicant: _____

Address: _____

Name and Title of Person Submitting this Form
(if different from above): _____

Has any governmental entity* made a finding of non-responsibility regarding the Offerer/Applicant in the previous four years where:

the basis for the finding of the Offerer/Applicant's non-responsibility was due to a violation of State Finance Law Section 139-j?

☐ No

☐ Yes

the basis for the finding of the Offerer/Applicant's non-responsibility was due to the intentional provision of false or incomplete information to a governmental entity?

☐ No

☐ Yes

If yes, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility (attach additional sheets if necessary):

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

By:

Signature

Date

Name (please print)

() -
Telephone No.

Title

* A "governmental entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York State Legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the Public Authorities Law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the Governor or who serves as a member by virtue of holding a civil office of the State; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority.

For engineering agreements and construction contracts, submit this form to the Department of Engineering, 200 Southern Blvd., Albany, 12209. All other form submissions should be forwarded to the address listed on the solicitation material or application.

If you have any questions, please call the contact person listed on the solicitation material or application.

SUPPLEMENT 2

Certificate of Compliance with the Authority Guidelines
Regarding Permissible Contacts During a Procurement and
the Prohibition of Inappropriate Lobbying Influence

**Thruway
Authority**200 Southern Blvd.
Albany, NY 12209**CERTIFICATE OF COMPLIANCE WITH THE AUTHORITY GUIDELINES REGARDING
PERMISSIBLE CONTACTS DURING A PROCUREMENT AND THE PROHIBITION OF
INAPPROPRIATE LOBBYING INFLUENCE**

To protect the integrity and fairness of the procurement process and maintain public confidence in the Thruway Authority's (Authority) stewardship role, all Authority procurement decisions must be based on the merits of proposals, free of any inappropriate lobbying influence. Toward that end, the Authority has adopted Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TAP-335), Guidelines with which all vendors/firms/proposers must comply. A copy of these Guidelines is available in the Purchasing Services section of the Authority's website at www.thruway.ny.gov. Further, Authority funds may not be used to reimburse a vendor/firm for its outside lobbying expenses. Authority payments made under a contract cannot be used to pay outside lobbying costs and a vendor/firm is prohibited from seeking reimbursement of such costs.

Certification

The undersigned certifies that the vendor/firm/proposer has read, understands and agrees to comply with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TAP-335). Further, the undersigned certifies that the vendor/firm/proposer will not utilize Authority payments made under a contract or agreement, including an amendment, extension, renewal or change order to an existing contract, to pay outside lobbying expenses and will not seek reimbursement of such costs. The undersigned also certifies that he or she is authorized to bind the vendor/firm/proposer contractually.

Contract No.

Description

Vendor/Firm Name

Telephone No.

Print Name

Title

Signature

Date

SUPPLEMENT 3

Vendor Assurance of No Conflict of Interest
or Detrimental Effect

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The undersigned entity ("Firm"), offering to provide services pursuant to this RFP, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this RFP does not and will not create any actual or potential conflict of interest or appearance of impropriety, nor position the Firm to breach any other contract currently in force, with the New York State Thruway Authority ("Authority").

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any Authority project on which the Firm is rendering services. Specifically, the Firm attests and certifies that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not violate any existing contracts or agreements between the Firm and the Authority;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any appearance of impropriety or actual or potential conflict of interest, or any perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the Authority;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the Authority;
4. The fulfillment of any other contractual obligations that the Firm has with the Authority will not affect or influence its ability to perform under any contract with the Authority resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the Authority as a whole including, but not limited to, any action or decision to divert resources from one Authority project to another;
6. In fulfilling obligations under each of its Authority contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its Authority contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the Authority as a whole including, but not limited to, any action or decision to divert resources from one Authority project to another;
7. No former officer or employee of the Authority or the State of New York ("State") who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the Authority or the State, has played a role with regard to the

administration of this contract procurement in a manner that may violate section 73(8)(a) of the New York State Public Officers Law; and

8. The Firm has not and shall not offer to any employee, member or director of the Authority any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director, or was intended as a reward for any official action on the part of said employee, member or director.

The Firm expressly understands, acknowledges, and agrees that the Authority recognizes that conflicts may occur in the future because the Firm may have existing or new relationships. The Firm hereby expressly acknowledges and agrees it shall have a continuing affirmative duty and obligation to notify the Authority immediately of any actual or potential conflicts of interest or the perception thereof, and that failure to promptly provide such notice and information may serve as a basis for termination by the Authority of any Agreement resulting from this RFP. The Authority will review the nature of any such new relationship and reserves the right to reject the Firm's proposal in response to the RFP, or to terminate any contract resulting from this RFP for any reason, including for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

This form must be signed by an authorized executive or legal representative with the authority to bind its organization.

Name of Firm

Name of Signatory

Title of Signatory:

Signature:

Date:

SUPPLEMENT 4

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

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

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

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

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

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

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

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

Vendor Name: _____
(legal entity)

By: _____
(signature)

Name: _____

Title: _____

Date: _____

SUPPLEMENT 5

ST-220-CA New York State Department of Taxation and
Finance Contractor Certification

**Contractor Certification to Covered Agency**

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

ST-220-CA

(12/11)

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

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

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

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

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

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

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

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

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

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

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

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

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

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

Notary Public

Registration No.

Privacy notification

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

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

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

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

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

Need help?



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

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



Telephone assistance

Sales Tax Information Center: (518) 485-2889

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

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



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

ATTACHMENT A

List of Current Accounts

List of Accounts NYS Thruway Authority					
NYS Thruway Authority					
	Account Name	Deposits	Checks Written	ACH	Wires
1	ACCOUNTS PAYABLE ACH	✓	N/A	✓	✓
2	ACCOUNTS PAYABLE CHECKING	✓	✓	✓	✓
3	ACCOUNTS PAYABLE FUNDING	✓	N/A	✓	✓
4	ADVANCE ACCOUNT	✓	✓	✓	✓
5	ADVANCE ACCOUNT FUNDING	✓	N/A	✓	✓
6	AET Reserve	✓	N/A	✓	✓
7	AET Revenue Fund	✓	N/A	✓	✓
8	Auction Sales	✓	N/A	✓	✓
9	Aut. Work Force Speed Enforcement	✓	N/A	✓	✓
10	BOND PROCEEDS CONSTRUCTION	✓	N/A	✓	✓
11	CANAL REVENUE FUND	✓	N/A	✓	✓
12	CASH DEPOSIT ACCOUNT	✓	N/A	✓	✓
13	CASH DEPOSIT ACCOUNT DISBURSEMENT	✓	N/A	✓	✓
14	COMMERCIAL CHARGE RECEIPTS	✓	N/A	✓	✓
15	CONSTRUCTION FUND	✓	N/A	✓	✓
16	CONTRACT PAYMENT ACH	✓	N/A	✓	✓
17	CONTRACT PAYMENT CHECKING	✓	✓	✓	✓
18	CONTRACT PAYMENT FUNDING	✓	N/A	✓	✓
19	CREDIT CARD REVENUE	✓	N/A	✓	✓
20	E-ZPass Payment ACH	✓	N/A	✓	✓
21	ENVIRONMENTAL REMEDIATION RESERVE	✓	N/A	✓	✓
22	ESCROW DISB ACCOUNT CAPS	✓	✓	✓	✓
23	ESCROW MASTER CAPS	✓	N/A	✓	✓
24	EZPASS CASH DEPOSITS	✓	N/A	✓	✓
25	EZPASS CREDIT CARD DEPOSITS	✓	N/A	✓	✓
26	EZPASS REVENUE FUND	✓	N/A	✓	✓
27	EZPASS TAG DEPOSIT ACCOUNT	✓	N/A	✓	✓
28	FACILITIES CAPITAL IMPROVEMENT FUND	✓	N/A	✓	✓
29	GENERAL RESERVE FUND	✓	N/A	✓	✓
30	HEALTH INSURANCE FUND	✓	N/A	✓	✓

List of Accounts NYS Thruway Authority					
NYS Thruway Authority					
	Account Name	Deposits	Checks Written	ACH	Wires
31	HWY AND BRIDGE TRUST FUND ADMIN	✓	N/A	✓	✓
32	HWY AND BRIDGE TRUST FUND BOND PROC	✓	N/A	✓	✓
33	HWY AND BRIDGE TRUST FUND REVENUE	✓	N/A	✓	✓
34	INSURANCE FUND	✓	N/A	✓	✓
35	JUNIOR INDEBTEDNESS CONSTRUCTION	✓	N/A	✓	✓
36	LIEN WITHHOLDINGS	✓	N/A	✓	✓
37	LOCAL HWY BRIDGE SVC CNTRCT ADMIN	✓	N/A	✓	✓
38	LOCAL HWY BRIDGE SVC CNTRCT REVENUE	✓	N/A	✓	✓
39	LOCAL HWY BRIDGE SVC CONTRCT EARN	✓	N/A	✓	✓
40	NYSTATE THRUWAY AUT VDCP DEDUCTIONS	✓	N/A	✓	✓
41	OPERATING REGULAR FUND	✓	✓	✓	✓
42	PAYROLL CHECKING	✓	✓	✓	✓
43	PAYROLL FUNDING	✓	N/A	✓	✓
44	PETTY CASH ALBANY EQUIP MAINT	✓	✓	✓	✓
45	PETTY CASH ALBANY THRUWAY MAINT	✓	✓	✓	✓
46	PETTY CASH BUFFALO EQUIP MAINT	✓	✓	✓	✓
47	PETTY CASH FUND BUFFALO	✓	✓	✓	✓
48	PETTY CASH NY ADMINISTRATION	✓	✓	✓	✓
49	PETTY CASH NY EQUIPMENT MAINT	✓	✓	✓	✓
50	PETTY CASH NY NEWBURGH FAC MAINT	✓	✓	✓	✓
51	PETTY CASH SYRACUSE EQUIP MAINT	✓	✓	✓	✓
52	PETTY CASH SYRACUSE THRUWAY MAINT	✓	✓	✓	✓
53	PIT BONDS ADMINISTRATIVE FUND	✓	N/A	✓	✓
54	PIT BONDS BOND PROCEEDS FUND	✓	N/A	✓	✓
55	PIT BONDS REVENUE FUND	✓	N/A	✓	✓
56	PUBLIC LIABILITY CLAIMS	✓	N/A	✓	✓
57	PURCHASE ORDER PAY ACH	✓	N/A	✓	✓
58	PURCHASE ORDER PAY CHECKING	✓	✓	✓	✓
59	PURCHASE ORDER PAYMENT FUNDING	✓	N/A	✓	✓
60	Petty Cash Buffalo Thruway Maint	✓	✓	✓	✓

List of Accounts NYS Thruway Authority					
NYS Thruway Authority					
	Account Name	Deposits	Checks Written	ACH	Wires
61	RESERVE MAINTENANCE FUND	✓	N/A	✓	✓
62	RETIREMENT PENSION ACCRUAL ACCOUNT	✓	N/A	✓	✓
63	RETIREMENT WITHHELD ACCOUNT	✓	N/A	✓	✓
64	REVENUE FUND	✓	N/A	✓	✓
65	SOCIAL SECURITY CONTRIBUTION FUND	✓	N/A	✓	✓
66	Sales Tax Bonds Admin Fund	✓	N/A	✓	✓
67	UNCLAIMED FUNDS HOLDING ACCOUNT	✓	N/A	✓	✓
68	WH Paid Family Leave	✓	N/A	✓	✓
69	WITHHELD TAXES	✓	N/A	✓	✓

ATTACHMENT B

Undertaking for Bank
Deposits & Assignments of
Securities



**Thruway
Authority**

New York State Thruway Authority
200 Southern Boulevard
P.O. Box 189
Albany, NY 12201-0189

UNDERTAKING FOR BANK DEPOSITS AND ASSIGNMENT OF SECURITIES

Date _____

Maximum Amount \$ _____

WHEREAS, THE _____ of _____, New York, (hereinafter "Bank") has been duly designated by the New York State Thruway Authority (hereinafter "Authority") to receive and keep on deposit such moneys received from and deposited by the Authority in this banking institution.

WHEREAS, said Bank is required to execute and file in the office of the Authority an undertaking.

WHEREAS, the Bank hereby executes and delivers such an undertaking to the Authority, in the penal sum of an amount equal to the total of all moneys hereinabove described which are now or shall hereafter be on deposit in or held by the Bank to its credit in the Bank.

NOW, THEREFORE, the said Bank in consideration of such deposits made or to be made therein, and for value received, does hereby undertake, covenant and agree to and with the Authority, to safely keep and well and faithfully account for all such moneys which now are or shall hereafter be on deposit in or held by said Bank, and will pay the same promptly at any and all times on legal demand therefor, with interest thereon agreed balances at an agreed rate per annum, to be credited as applicable.

To secure its performance of this undertaking, the Bank does hereby pledge, transfer and assign securities to the Authority for the purpose of granting a security interest in such securities to save harmless and indemnify the Authority from and against all loss, both principal and interest, costs, damages, or expense of any kind or nature, that may be incurred for or on account of said funds and money heretofore or hereafter deposited in or held by the Bank and for which security is required by or pursuant to the provisions of law or for which the Bank shall in any way become liable to the Authority or the depositor.

The securities pledged, transferred and assigned pursuant to this undertaking and assignment shall be transferred to the Authority for this purpose, and the Authority shall confirm the receipt of such securities in writing to the Bank.

This undertaking is given primarily but not exclusively for the following account or accounts: ALL AND EACH ACCOUNT OF THE NEW YORK STATE THRUWAY AUTHORITY COVERED UNDER THE GOVERNMENT BANKING RELATIONSHIP, TO INCLUDE BOTH TIME AND DEMAND DEPOSITS.

In the event that the Bank shall either (1) fail to pay to the Authority any funds which the Authority has on deposit with the Bank in accordance with the terms of such deposit; or (2) suspend active operations or be determined insolvent by Federal or State officials having authority over the Bank, the Bank shall be in default and the Authority may, in addition to any other remedies provided by law, sell any or all of the securities pledged pursuant to this undertaking and assignment.

And the Bank does hereby irrevocably constitute and appoint the Authority its lawful attorney to transfer said securities on the records of the transfer officer, at the transfer office, with full power of substitution in the premises.

On the withdrawal of all moneys so secured and closing and settlement of the account thereof, the Authority will return said securities to the Bank.

WITNESS, the seal of said Bank and the signatures of the _____ and
(Title)

_____, thereof, this ____ day of _____ ☒ A.D., 20 ____ .
(Title)

(Seal)

(Bank Name)

By _____

By _____

UNDERTAKING FOR BANK DEPOSITS AND ASSIGNMENT OF SECURITIES

STATE OF NEW YORK)
)ss:
County of)

On this _____ day of _____, 20 _____, before me personally came _____
(Name)
and _____, of the _____, New York, to me known and who,
(Name) (Bank Name)
being severally duly sworn, did depose and say that he/she is the _____, and the
(Title)
_____ of _____, of _____ New York,
(Title) (Bank Name) (City)
the corporation described in and which executed the foregoing instrument; that he/she by the authority of
_____ governing body has authorized _____ and
(Bank Name) (Name)
_____, respectively, to execute the foregoing instrument; and each signed their names
(Name)
thereto by such authority.

Subscribed and sworn to before
me this _____ day of _____, 20 _____

Notary Public

ATTACHMENT C

Fee Schedule

Fee Schedule
RFP 22C25

Services Category/	AFP Code Descriptions	Current AFP Code	Proposed Unit Cost (a)	Estimated Annual Quantity (1)	(b) Jan 22 - Dec 22	Annual Cost	(a x b)	Contract Cost 5 Year Total ((a x b) X 5)
General Account Services								
Account Maintenance	010000	0.0000		829	\$	-	\$	-
Cash Concentration Maint Master	010020	0.0000		72		-		-
Cash Concentration Maint Sub	010021	0.0000		84		-		-
Statement Cycles	010307	0.0000		155		-		-
Statement Cycles - Enhanced	010307	0.0000		660		-		-
Account Statement - Paper	010310	0.0000		14		-		-
Online Audit Confirmations	010630	0.0000		14		-		-
Duplicate Paper Statement	010310	0.0000		0		-		-
Additional Address Paper	010310	0.0000		0		-		-
Negative Collected Balance Fee	000210	0.0000		14		-		-
Daily Overdraft Occurrence Fee	000212	0.0000		28		-		-
Acct Statement w/Float-Paper	010310	0.0000		0		-		-
Post No Checks Maintenance	1500ZZ	0.0000		504		-		-
Overdraft NSF Item Paid	150341	0.0000		0		-		-
Ledger Overdraft per Day	000202	0.0000		0		-		-
Statement Photocopy	010320	0.0000		0		-		-
Deluxe 3rd Party Print Svcs	150810	0.0000		1		-		-
Check Print File Upload	151800	0.0000		0		-		-
PWS Check Print Cashier's Check	151810	0.0000		0		-		-
Check Printing Addl Page	151830	0.0000		0		-		-
Monthly Service	400610	0.0000		12		-		-
Accounts Reported	40044Z	0.0000		841		-		-
Trans Reported - 45 Day	40066Z	0.0000		19,884		-		-
Cont Disb Check Reported	40066Z	0.0000		13,258		-		-
Transaction Reported	400699	0.0000		0		-		-
User Module Fee	400699	0.0000		0		-		-
On Line Banking Monthly Maint	400699	0.0000		0		-		-
Branch Deposit - Post Verif	100007	0.0000		0		-		-
Branch Deposit Adjustment	100500	0.0000		0		-		-
Deposit Bags - 5 Boxes	019999	0.0000		0		-		-
30,000 QTY Checks and 30,000 QTY Advices	019999	0.0000		0		-		-
H2H Check Items Reported	400110	0.0000		4,854		-		-
H2H Trans Detail Reported	400110	0.0000		41,278		-		-
H2H Non-Check Items Reported	400110	0.0000		11,691		-		-
H2H Files Transmitted over 67	4004ZZ	0.0000		249		-		-
H2H Files Accounts Reported	4004ZZ	0.0000		505		-		-
						-		-
						-		-
						-		-

	-	-
	-	-
	-	-
	-	-

General Account Services (continued)

[illegible]

Depository Services

Branch Credits Posted	100000	0.0000	0	\$ -	\$ -
Branch Deposit - Immediate Verif	100000	0.0000	0	-	-
Branch Order Currency Strap, or	10004A	0.0000	10	-	-
Curr/Coin Dep/\$100-BKG CTR	10001Z	0.0000	0	-	-

Disbursement Services

[illegible]

Reconciliation Services

Positive Pay Maintenance	150030	0.0000	204	\$ -	\$ -
Positive Pay No Recon-Maint	150030	0.0000	144	-	-
Pos Pay Without Recon Items	150120	0.0000	86	-	-
Payee Name Verification, or	150122	0.0000	13,317	-	-
Payee Positive Pay Maint	150122	0.0000	0	-	-
Payee Positive Pay Issue Match	150210	0.0000	0	-	-
Exception Item	150300	0.0000	24	-	-
Image Capture Per Item	151351	0.0000	14,452	-	-
Full Reconcilement- Maint	200010	0.0000	60	-	-

[illegible]

Electronic Funds Transfer Services/Automated Clearing House Services (continued)

[illegible]

[illegible]

Earnings Credit Calculation

<u>Description</u>		<u>Current AFP Code</u>	<u>Values</u>	
a. Required Balance			\$	-
Adjustments (description below):		(values)		
b.				
c.				
d.				
e.				
f.				
g.	Total Adjustments to Required Balance		-	(sum of b. through f.)
h.	Adjusted Required Balance		\$ -	(= a. minus g.)
i.	Earnings Credit Rate		0.750%	(2)
j.	Time / Calculation Period (i.e., days/365 or 360, months/12, etc.)		4/47	(2)
Earnings Credit			\$ -	
Calculation Periods in Year (i.e., if monthly, then 12, etc.)			12	
Annualized Earnings Credit			\$ -	\$ -

(2) NOTE: Must agree to proposal submission, as provided per request in Section 3.C.18

\$	-	\$	-
	-		-

	\$ -
--	------

\$	-	\$	-
----	---	----	---

12

pg 1

(Input AFP
Codes Here)

[illegible]

[illegible]

Other Banking Services (Not Part of Base Fee Proposal)

pg 2

(Input Service AFP Code Descriptions Here)

(Input AFP
Codes Here)

[illegible]

[illegible]

ATTACHMENT D

Informational Summary

Attachment D
Information Summary Sheet

Description	Period	Number	Amount	Notes
<u>General Account Services</u>				
Total number of accounts	Current	59		
Number of accounts with check writing ability	Current	17		
Average daily account balance	Current		\$401,474,303	Average over 2022
Number of users	Current	29		
Average quantity of check stock ordered annually for printing performed by Government Banking provider	Per Year	70,000		Includes both checks and advices (estimate based on 2022 statistics)
Average quantity of check stock ordered annually for printing performed in Thruway HQ	Per Year	2,000		Includes checks only
Check stock orders	Per Year	2		
<u>Depository Services</u>				
Remote Deposit Locations	Current	1		
Number of scanners	Current	2		
Number of users	Current	4		
	AFP Code	Proposed Unit Cost	Annual Qty.	Total Dollar Amt. (1)

Attachment D
Information Summary Sheet

Description	Period	Number	Amount	Notes
<u>Lockbox Services</u>				
	Number of lockbox locations	Current	2	
	(1) Binghamton, NY			For Authority Commercial Charge Account Post Paid System (CAPS) customer payments
	Monthly average number of checks processed in lockbox	2022	1,007	
	Annual average payments submitted to lockbox that were returned	2022	0.42%	
	(2) Albany, NY (3) Staten Island, NY	n/a	n/a	These lockboxes are for E-ZPass Customer Service Centers and are maintained by a third party contractor. They are not part of this RFP
<u>Disbursement Services</u>				

Attachment D
Information Summary Sheet

Description	Period	Number	Amount	Notes
Check Issuance Files Sent Weekly	Current	10-15		Estimated expected issuances
ACH Files Sent Weekly	Current	8-12		Estimated expected issuances
<u>Segregated Deposit (Escrow) Services</u>				
Number of cash surety accounts	As of 12/31/22	307	\$2,003,100.56	
Average balance surety escrow account	As of 12/31/22		\$6,524.76	
Highest surety escrow account balance	As of 12/31/22		\$160,000.00	
Lowest surety escrow account balance	As of 12/31/22		\$500.00	
Number of surety escrow accounts opened	2022	1		
Number of surety escrow accounts closed	2022	36		
<u>Check Printing Services</u>				
<u>Payroll Checks</u>				
Average number of payroll checks written per month	Current	1,591		Includes both checks and advices
<u>Vendor Checks</u>				
Total for the year	2022	15,068		
Average written per month	2022	1,256		
<u>Manual Checks</u>				

Attachment D
Information Summary Sheet

Description	Period	Number	Amount	Notes
Total for the year	2022	360		Manual Checks are expected to be converted to our Government Banking provider's check input module and printed in TWY HQ.
Average written per month	2022	30		
<u>Credit Card Services</u>				
Est. Credit card payments received	As of 12/31/22	3,717	\$336,985	01/01/22 - 12/31/22
Visa		1,931	\$124,099	01/01/22 - 12/31/22
Mastercard		995	\$63,930	01/01/22 - 12/31/22
Discover		133	\$2,801	01/01/22 - 12/31/22
American Express		648	\$14,657	01/01/22 - 12/31/22

	Over the counter		1%		Annual Estimate % of Card payments
	Web		0%		Annual Estimate % of Card payments
	Mail/Telephone		99%		Annual Estimate % of Card payments
					Note: PIN debit transactions are not accepted today.

Attachment D
Information Summary Sheet

Description	Period	Number	Amount	Notes
ENTITY	SALE / SERVICE TYPE	MAKE/MODEL *		
Twy / HQ Operations	ACCIDENT REPORTS		Ingenico Move/5000	
Twy / HQ A/R	BILLINGS, EZ PASS TAGS, UNPAID TOLLS (UPT'S)		Ingenico Move/5000	
Twy EZ Pass	CURRENTLY NOT IN USE		Ingenico Move/5000	
Twy EZ Pass	WIRELESS SALES - EZ Pass Tags		Ingenico Move/5000	
* All credit card terminals are Thruway owned.				
<u>Debit Card Services</u>				
	ATM Emergency Debit Cards	Current	75	Cards are only used for cash from an ATM for emergency purposes. They cannot be used as credit cards for purchases
	ATM Withdrawals (instances)	As of 12/31/22	43	\$14,663 For the period 01/01/22 - 12/31/22
<u>Vault Services</u>				

Attachment D
Information Summary Sheet

Description	Period	Number	Amount	Notes
	Number of toll revenue vault services locations	Current	0	
	Number of E-ZPass vault services locations	Current	0	
<u>Other Banking Services</u>				
	Travel Card Program			Does not exist at this time
	Procurement Cards	Current	380	Annual spend volume of \$23,141,868 with a \$4,999 Limit Currently under separate contract with OGS
<u>Additional Information</u>				
	Financial Accounting System	Oracle	e-Business Suite	Version 12.2.6
	Investment Management System	Oracle	e-Business Suite	Version 12.2.6

Conflicting Association Rules Table

The table below is provided for all known conflicts between Card Association rules and the requirements of this RFP. When completing this table, provide the information corresponding to the column headers in sufficient detail to describe the conflict and potential resolution clearly to the Authority.

Association (MC, Visa, Discover, Etc.)	Association Rule	RFP / Appendix E Requirement	RFP Article, Section & Number	Nature of Conflict and Suggested Alternative Language, or Other Comment

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ATTACHMENT E

Conflicting Association

Rules Table

Conflicting Association Rules Table

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Association (MC, Visa, Discover, Etc.)	Association Rule	RFP / Appendix E Requirement	RFP Article, Section & Number	Nature of Conflict and Suggested Alternative Language, or Other Comment

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