

**State of New York
Office of Temporary and Disability Assistance**

**Request for Proposals
RFP #2023-04
Centralized Support Collection and
Enforcement Issued: January 2, 2024**

Proposals Due: March 29, 2024

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I. Calendar of Events

| RFP (#2023-04 – Centralized Support Collection and Enforcement) Calendar of Events | |
|-------------------------------------------------------------------------------------------|-------------------------------------|
| <u>Event</u> | <u>Date</u> |
| Issuance of Request for Proposals | January 2, 2024 |
| Optional Offeror’s Conference | January 24, 2024, 10 a.m. ET |
| Deadline for Submission of Written Questions | February 7, 2024 |
| Responses to Written Questions Posted (on or about) | March 1, 2024 |
| Deadline for Submission of Proposals | March 29, 2024, 3:00 p.m. ET |
| <u>Anticipated</u> Notification of Award | June 14, 2024 |
| <u>Anticipated</u> Approval of Contract | TBD |
| <u>Anticipated</u> Commencement of Work | August 1, 2024 |

II. General Description of Services and Definitions

Refer to Appendix G “Glossary” and Appendix B, Section 1 for definitions of terms used in this RFP.

A. OTDA Overview

The Office of Temporary and Disability Assistance (“OTDA”) of the State of New York (“State”) is responsible for supervising programs that provide assistance and support to eligible families and individuals.

OTDA’s functions include providing temporary cash assistance, providing assistance in paying for food, providing heating assistance, overseeing New York State’s Child Support Program, determining certain aspects of eligibility for Social Security Disability benefits, supervising homeless housing and services programs, and providing assistance to certain immigrant populations.

B. Scope of Services

Through this Request for Proposals (“RFP”), OTDA is seeking competitive proposals from qualified vendors to provide support of the administration of the New York State Child Support Enforcement Program.

The requirements of this RFP include:

- performing Centralized Operations in support of the administration of the New York State Child Support Program including:
 - Payment Processing
 - Disbursement Processing
 - Notice Processing
 - New Hire Notification Processing
 - Data Capture Services
 - Putative Father Registry
 - Interactive Voice Response System
 - Customer Service
 - Administration
- establishing an Operations Facility with new fully vendor supported equipment, commodities, and technology to perform the Centralized Operations in accordance with the requirements and specifications in the RFP, and
- maintaining a level of services throughout the Contract Term to local social services districts, child support custodial and noncustodial parents, and other stakeholders as set forth in the RFP.

The Services required by the selected Contractor are set forth in Appendix W (Scope of Work).

C. Minimum Mandatory Requirements

Offerors must meet the following Minimum Mandatory Requirement:

Offeror Experience – An Offeror must have a minimum of three (3) years' experience, combined with that of any Subcontractor, within the ten (10) year period prior to the date of bid submission in the following:

a. Data Center Management including Payment Processing, exceeding 3.0 million Transactions annually together with Customer Support Services, exceeding 1.0 million incoming telephone calls annually.

OR

b. Data Center Management including Transaction Processing, exceeding 3.0 million successfully completed Transactions annually together with Customer Support Services, exceeding 1.0 million incoming telephone calls annually.

Offeror experience may include subcontractor(s) which are committed to performing Services under the Contract.

Failure to meet a Minimum Mandatory Requirement and any other requirement in the RFP deemed material by OTDA shall result in a non-responsive Proposal which will be disqualified.

The following terms are defined for purposes of evaluating Offeror (including Subcontractor) and Key Staff experience (the Experience Definitions). The Experience Definitions only apply to the following RFP sections:

- Section II.C. - Minimum Mandatory Requirements

- Section IV. B. 3. a. and b. in the Technical Requirements pertaining to “Offeror’s Experience” and “Key Staff Experience”.
- Appendix W, Section IV which pertains to Key Staff desired experience,
- Appendix F - “Offeror’s and Subcontractor Experience” to be completed and submitted as part of an Offeror’s Technical Proposal, and
- Appendix H - “Key Staff Experience” to be completed and submitted as part of an Offeror’s Technical Proposal.

In the event of a conflict between the Experience Definitions as applied herein and any other definitions or terms in the RFP, the Experience Definitions shall take priority.

The Experience Definitions are as follows:

“Data Center Management” means business operations to store, process, capture, organize and distribute data.

“Customer Support Services” means business operations that provide call center services as well as other customer support services such as responding to questions via email and other communication methods.

“Child Support SDU Services” means the business operations which provide collection and disbursement services to a Child Support Program pursuant to Title IV-D of the Federal Social Security Act.

“Debit Card Services” means the business operations for creating, distributing, and funding debit cards as well as providing other services associated therewith such as Customer Support Services including a hosted online portal.

“Payment Processing” means the business operations which accept, process and distribute payment transactions of various forms such as cash, checks, electronic transfers, and card payments.

“Transaction” means an item of data including a payment, an order, a purchase, or other entry which may be exchanged, transferred, acted upon and/or processed.

“Transaction Processing” means business operations which act upon Transactions including, but are not limited to, operations that affect sales order entry, airline reservations, payroll, employee records, payments, medical records, and government programs’ Transactions (e.g., Electronic Benefit Transfer operations).

D. Offeror’s Conference

OTDA will convene an optional Offeror’s Conference via Webex at the time and date specified in Section I (Calendar of Events). Parties interested in attending the Offeror’s Conference should submit their request to attend by email to procurements@otda.ny.gov no later than 5:00 pm ET at least three (3) calendar days prior to the date of the Offeror’s Conference. The email should include the following:

1. Name of Organization,
2. Contact information of up to two (2) participating representatives (names, titles, addresses, phone numbers, and email addresses)

The agenda to the Offeror’s Conference will be mailed to all Offerors known to OTDA confirming the date, time, and location prior to the Offeror’s Conference.

The State of New York is committed to assuring equal opportunity for persons with disabilities. To this end, it is OTDA policy to provide reasonable accommodation in all activities, programs

and services. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of OTDA should contact the Bureau of Contract Management, through any of the designated contacts listed herein, as soon as possible but no later than 48 hours before the scheduled event.

E. Important Information

This RFP outlines the terms and conditions, and all applicable information required for submission of a Proposal. Offerors should pay strict attention to the Deadline for Submission of Proposals (Section I Calendar of Events) to prevent disqualification. To ensure compliance with these requirements and to prevent possible disqualification, Offerors should follow the format and instructions contained in this RFP.

The Offeror is required to review Appendix A, Standard Clauses for NYS Contracts. Appendix A contains important information related to the Contract to be entered into resulting from this RFP and will be incorporated, without change or amendment, into the Contract. By submitting a response to the RFP, the Offeror agrees to accept and comply with all the provisions of Appendix A.

The Offeror is also required to review Appendix B, OTDA Terms and Conditions, and Appendix T, Draft Contract Agreement, and it must be willing to enter into an Agreement which includes the material terms therein.

F. Term of the Agreement

The term of the Agreement will be for a period of eleven (11) months for Transition beginning on August 1, 2024 or upon approval of the Contract by the Office of the New York State Comptroller (OSC), whichever is later, followed by a five (5) year term. OTDA, at its sole discretion, may, upon written notice to the Contractor, extend this Agreement for up to two (2) successive terms of twelve (12) months by amendment, which the Contractor agrees to execute.

As indicated in Appendix P and this section, certain specific items such as Disbursement Processing – Checks, Payment Processing – Mail, and Notice Processing are subject to an annual adjustment in year four (4) and five (5). The annual adjustment in year four (4) and five (5) shall occur on the Contract Anniversary Dates commensurate with the percentage increase or decrease in the **Consumer Price Index-All Urban Consumers, U.S. All items** as published by the US Bureau of Labor Statistics, or 3%, whichever is less, for the preceding Contract Anniversary Date. CPI increase will be determined by using the most current information available sixty days prior to the Contract Anniversary Date, compared to the same month of the prior year. Contractor must provide written notice of such adjustment 30 days prior to the Contract Anniversary Date, and upon OTDA approval, it shall become effective beginning on the first invoice period after the Contract Anniversary Date. Should the CPI decrease, OTDA may, at its election, apply such decrease to the pricing. Adjustments may also apply to potential extension years six (6) and seven (7).

No charges other than those specified as being eligible for CPI in Appendix P will be subject to the annual adjustment.

III. Administrative Information

NOTE: Procurement documents may, from time to time, be amended or addenda issued by OTDA. It is the Offeror's responsibility to become aware of any such amendments and/or addenda prior to submission of a Proposal. All amendments and/or addenda to procurement

documents will be posted to the OTDA website at www.OTDA.ny.gov/contracts/procurement-bid.asp. Only the OTDA website will contain all amendments and/or addenda to the procurement documents, including the Responses to Written Questions. Offerors should periodically review the OTDA website prior to submission of a Proposal to ensure that they have all information required to submit a complete and responsive Proposal.

A. Restrictions on Communication during the Procurement Process

Offerors are restricted from making oral, written, or electronic contacts with OTDA employees under circumstances where a reasonable person would infer that the communication was intended to influence the procurement, e.g., an attempt to influence OTDA to award a bid to a particular Offeror (a "Contact"), other than to the Point of Contacts (POC) as designated below. This prohibition on communications begins on the release date of this RFP until the resultant Contract is approved by the OSC (the "Restricted Period").

The primary POC for this procurement is:

Rocco Tozzi
NYS Office of Temporary and Disability Assistance
Bureau of Contract Management
40 North Pearl Street, Suite 12 D
Albany, New York 12243
(518) 486-6352
Email Address: procurements@otda.ny.gov

Other permissible POCs for this procurement are:

Jason Wilkie
NYS Office of Temporary and Disability Assistance
Director, Bureau of Contract Management
40 North Pearl Street, Suite 12D
Albany, New York 12243
Phone: (518) 486-6352
Email Address: procurements@otda.ny.gov

Cynthia McGrath
NYS Office of Temporary and Disability Assistance
Assistant Director, Bureau of Contract Management
40 North Pearl Street, Suite 12D
Albany, New York 12243
Phone (518) 486-6352
Email Address: procurements@otda.ny.gov

Wallis Howe-Rosenzweig
NYS Office of Temporary and Disability Assistance
Minority and Woman Owned Business Unit
40 North Pearl Street, Suite 12D
Albany, New York 12243
Phone (518) 486-6352
Email Address: procurements@otda.ny.gov

The following communications with OTDA staff are permissible, and are therefore not deemed impermissible Contacts during the Restricted Period:

- The submission of a written Proposal in response to this RFP

- The participation in any conference or presentation required under the RFP
- The submission of Questions as permitted under the RFP
- Complaints filed by an Offeror to OTDA's Counsel's Office stating that the designated POC has failed to respond in a timely manner (any such complaints should be addressed to: General Counsel, 40 North Pearl Street, 16C, Albany, New York 12243)
- Negotiations following tentative award
- Debriefings with Offerors who are not award recipients
- The filing of a bid protest or appeal

OTDA employees, other than a designated POC listed above, who are contacted by an Offeror are required to obtain and record certain information that will be referred to the POC for inclusion in the procurement record. Impermissible Contacts that are knowingly or willfully made could result in a finding of non-responsibility against the Offeror. Such a finding can result in a rejection of a Contract award and, in the event of two (2) such findings within a four (4) year period, the Offeror would become debarred from obtaining New York State contracts. Further information about these requirements can be found at the following link: <https://ogs.ny.gov/acpl>.

The Procurement Lobbying Act also requires that every procurement over \$15,000 include a certification by the Offeror that all information provided to the agency is complete, true, and accurate with regard to prior non-responsibility determinations within the past four (4) years based on (i) impermissible Contacts or other violations of State Finance Law Section 139-j, or (ii) the intentional provision of false or incomplete information to a governmental entity. See Appendix E (Administrative Forms) for Offeror Disclosure of Prior Non-Responsibility Determinations Forms, which MUST be included with Offeror's proposal.

The State reserves the right to terminate the award resulting from this procurement in the event it is found that the certification filed by the awarded Offeror in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the award recipient.

B. Questions

There will be an opportunity for submission of written questions and requests for clarification with regard to this RFP. All questions and requests for clarification of this RFP should cite the particular RFP Section and paragraph number where applicable and must be submitted using Appendix Q – Question Submission Form, via email to: procurements@otda.ny.gov no later than the Deadline for Submission of Written Questions as specified in Section I (Calendar of Events). Questions received after the deadline may not be answered.

If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, then it shall notify OTDA of such error in the form of a written question, and request clarification or modification thereto.

The comprehensive list of questions and responses by OTDA will be posted to the OTDA website and notice of such posting will be distributed by email to all Offerors known to OTDA on the date specified in Section I (Calendar of Events). This listing will not include the identities of the Offerors submitting the questions; those Offerors will remain anonymous to the extent allowed by law.

C. Right to Modify RFP

OTDA reserves the right to modify any part of this RFP, including but not limited to, the date and time by which Proposals must be submitted and received by OTDA, at any time prior to the Deadline for Submission of Proposals listed in Section 1 (Calendar of Events). Modifications to

this RFP shall be made by issuance of amendments and/or addenda as set forth on OTDA's website at <https://otda.ny.gov/contracts/procurement-bid.asp>. Prior to the Deadline for Submission of Proposals, any such clarifications or modifications to the RFP, as deemed necessary by OTDA, will be posted to the OTDA website and subsequent email notification will be provided to all potential Offerors known to OTDA.

OTDA also reserves the right to cancel this RFP, in whole or in part, and to reject any and all Proposals, or separable portions of Proposals, and waive technicalities, irregularities, and omissions if OTDA determines the best interests of the State will be served. OTDA, in its sole discretion, may accept or reject illegible, incomplete or vague Bids.

D. Minority & Woman-Owned Business Enterprise (MWBE) and Equal Employment Opportunity (EEO) Participation Requirements

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

New York State Law and New York State Executive Order

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations, OTDA is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OTDA contracts. Executive Order No. 162 requires OTDA to monitor and submit Workforce Utilization Reports associated with Contractors performing work in New York State.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, OTDA hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State-certified Minority-owned Business Enterprise ("MBE") participation and 15% for New York State-certified Women-owned Business Enterprise ("WBE") participation (based on the current availability of MBEs and WBEs). A contractor ("Contractor") on any contract resulting from this procurement ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the respondent agrees that OTDA may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how OTDA will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract].

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

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

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

Additionally, a respondent will be required to submit the following documents and information as evidence of compliance with the foregoing:

- An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OTDA for review and approval. OTDA will review the submitted MWBE Utilization Plan and advise the respondent of OTDA acceptance or issue a notice of deficiency within 30 days of receipt.
- If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to OTDA a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OTDA to be inadequate, OTDA shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

OTDA may disqualify a respondent as being non-responsive under the following circumstances:

- If a respondent fails to submit an MWBE Utilization Plan;
 - If a respondent fails to submit a written remedy to a notice of deficiency;
 - If a respondent fails to submit a request for waiver; or
 - If OTDA determines that the respondent has failed to document good faith efforts.
- The successful respondent will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to OTDA but must be made no later than prior to the submission of a request for final payment on the Contract.
 - The successful respondent will be required to submit a quarterly MWBE Contractor Compliance & Payment Report to OTDA, by the 7th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity and Workforce Utilization Reporting Requirements

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

The respondent will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, Form OTDA-4970, to OTDA with its bid or proposal.

If awarded a Contract, respondent shall submit form OTDA-4971 Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by OTDA on a QUARTERLY basis during the term of the Contract. The Workforce Utilization Report will include demographic information and the job title and aggregate salary information of employees by race and sex that perform work under each Occupation Classification in accordance with Executive Order 162 guidelines and reporting instructions.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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

E. Service-Disabled Veteran-Owned Business Enterprises (SDVOB) in State Contracting

1. OTDA is in full accord with the aims and efforts of the State of New York to promote Service-Disabled Veteran-Owned Businesses (SDVOBs), as enacted in 2014 by Article 17-B of the Executive Law. This Law acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, Offerors to this Solicitation are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the resulting contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at:
<https://online.oqs.ny.gov/SDVOB/search>.

2. Offerors are strongly encouraged, to the maximum extent practical and consistent with legal requirements of the State Finance Law, the Executive Law and any implementing regulations, to use responsible and responsive NYS certified SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Prospective awardees to this Solicitation are subject to the provisions of Executive Law Article 17-B and the regulations (9 NYCRR Part 252) issued thereunder. Offerors are reminded that they must continue to utilize small, and minority and women-owned businesses (MWBES), consistent with current State law (Executive Law Article 15-A).
3. Offerors will complete, Appendix Y, (Form OTDA-4200), Service-Disabled Veteran-Owned Businesses (SDVOBs) Utilization Plan, to demonstrate their proposed utilization of NYS certified SDVOBs as part of their bid/proposal. OTDA has set a goal for SDVOB utilization for this procurement at 6%.
4. The successful Offeror/Contractor will report on the *actual* participation by each SDVOB during the term of the contract to OTDA on a quarterly basis according to policies and procedures to be set by OTDA.
5. **NOTE:** Information about SDVOB certification and set asides for SDVOB participation in public procurement can be found at: [Division of Service-Disabled Veterans' Business Development | Office of General Services \(ny.gov\)](#), which provides certification information and guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.

F. Diversity Practices

Overview

Pursuant to Section 313-a of the Executive Law and Section 142.3 of Title 5 of the New York Codes, Rules, and Regulations, all agencies and authorities must evaluate the diversity practices of Offerors to best value procurements expected to exceed \$250,000, whenever practical, feasible, and appropriate. Evaluating the diversity practices of Offerors as part of the procurement process provides contractors with an incentive to develop mutually beneficial relationships with NYS-certified MWBEs outside of the context of state contracting. These relationships help to build the capacity of MWBEs and enhance their ability to perform ever increasing roles in state contracting.

Diversity practices are the efforts of contractors to include New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with MWBEs.

General Instructions

1. OTDA has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of Offerors to this RFP is practical, feasible, and appropriate. Accordingly, Offerors shall be required to complete and include as part of their Administrative Proposal, the OTDA Diversity Practices Questionnaire Appendix D.
2. Diversity Practices will be evaluated based upon the questionnaire developed by the New York State Division of Minority and Women’s Business Development. This Questionnaire

consists of eight (8) questions for Offerors to answer. Some questions request supporting documentation to support certain answers.

G. Travel

Travel time and travel expenses are NOT reimbursable under this contract.

H. Letter of Credit

Within 15 business days after the OSC has approved the Agreement, the Contractor will provide OTDA with an irrevocable Letter of Credit, drawn upon a financial institution approved or accepted by OTDA, the terms of which shall be subject to approval by OTDA, in the amount of ten million dollars (\$10,000,000) for the transition period and first year of operations, eight million dollars (\$8,000,000) the second year and five million (\$5,000,000) each year thereafter for a period extending three (3) months beyond the life of this Agreement, including any extensions and maintain it in force and effect for the benefit of OTDA. See, Appendix T Article 16 for the terms for the Letter of Credit.

I. Subcontracting

If the selected Offeror's Bid Proposal includes services provided by a Subcontractor(s), it shall be mandatory for the selected Offeror to assume full responsibility and be obligated for the delivery of Services pursuant to the RFP.

It is OTDA's intention to contract with a single prime contractor for the provisions of services outlined in this RFP. In the event that the Contractor utilizes Subcontractors to perform any required services pursuant to the Agreement resulting from this RFP, OTDA shall have the right to approve or disapprove, after appropriate review and/or interview(s), any and all Subcontractors of the Contractor prior to their performance of services.

The Contractor shall require all proposed Subcontractors to complete such Appendices included in this RFP as are deemed necessary by OTDA prior to any such proposed Subcontractor's services under the Agreement resulting from this RFP. The Contractor acknowledges that this requirement is ongoing for the term of the Agreement, and the Contractor shall be required to disclose to OTDA its intention to enter into any subcontracts for the performance of any Services under the Agreement.

Failure to disclose the identity of any Subcontractor(s) used by the Contractor together with a detailed description of their responsibilities may, at the sole discretion of OTDA, result in disqualification of the Subcontractor or termination of the Agreement resulting from this RFP. The Subcontractor and Supplier Identification form can be found in Appendix E (Administrative Forms).

J. State Ethics Law Provision

The Offeror and its Subcontractors shall not engage or employ any person who is, or has been at any time, in the employ of the State, to perform services in violation of the provisions of the New York Public Officers Law, notably sections 73 and 74, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Commission on Ethics and Lobbying in Government, or its predecessors (collectively, the "Ethics Requirements") as they may be amended from time to time. The Offeror shall certify that all its employees and those of its Subcontractors who are former employees of the State, and who are assigned to perform services under this Agreement, shall be assigned in accordance with all Ethics Requirements. During the term of

the Agreement, no person who is employed by the Offeror or its Subcontractors, and who is disqualified from providing services under the Agreement, resulting from this RFP pursuant to any Ethics Requirements, may share in any net revenues of the Offeror or its Subcontractors derived from the Agreement resulting from this Solicitation. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. The Offeror shall identify and provide OTDA with notice of those employees of the Offeror, and its Subcontractors, who are former employees of the State that will be assigned to perform services under the Agreement, and make sure that such employees comply with all applicable laws and prohibitions. OTDA may request that the Offeror provide it with whatever information OTDA deems appropriate about each such person's engagement, work cooperatively with OTDA to solicit advice from the New York State Commission on Ethic and Lobbying in Government, and, if deemed appropriate by OTDA, instruct any such person to seek the opinion of the New York State Commission on Ethics and Lobbying in Government. OTDA shall reserve the right to disqualify bidders from the bidding process, terminate the resulting Contract for failure(s) to comply with these provisions, as well as to withdraw or withhold approval of any subcontract if utilizing such Subcontractor for any work performed hereunder would conflict with any of the Ethics Requirements, and/or other civil or criminal proceedings as required by law.

By submitting a Proposal to this RFP, the person signing the Proposal certifies, for and on behalf of the Offeror, that:

1. He/she has read and understands the provisions applicable to post-employment restrictions affecting former State officers and employees, found at: <https://ethics.ny.gov/sites/g/files/oe1281/files/documents/2017/09/public-officers-law-73.pdf>
 - a. Public Officers Law § 73(8)(a)(i), (the two-year bar); and
 - b. Public Officers Law § 73(8)(a)(ii), (the lifetime bar);
2. Submission of this Proposal does not violate either provision;
3. He/she is familiar with the Bidder's employees, and its agents;
4. No violation shall occur by entering into a Contract or in performance of the contractual services;
5. This certification is material to the Proposal; and
6. He/she understands that OTDA intends to rely on this certification.

The Offeror shall identify and provide OTDA with notice of any/all employees of the Offeror and its subcontractors who are former employees of the State, who will be assigned to perform services under an Agreement, resulting from this Solicitation, by completing the Contractor's Disclosure of Former State Employees included in (APPENDIX E), as part of their bid proposal.

The Offeror shall fully disclose to OTDA, within its Proposal and on a continuing basis, any circumstances that could affect its ability to comply with the cited laws and ethics requirements. Offerors shall address any questions concerning these provisions to:

New York State
Commission on Ethics and Lobbying in Government
540 Broadway
Albany, NY 12207

Telephone #: (518) 408-3976

K. State Finance Law Consultant Disclosure Provisions

Pursuant to New York State Finance Law § 163(4)(g), State agencies must require all contractors, including Subcontractors, that provide “consulting services” for State purposes pursuant to a contract to submit an annual employment report for each such contract. Such report shall include for each employment category within the contract: (i) the number of employees employed to provide services under the contract, (ii) the number of hours they work, and (iii) their total compensation under the contract. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

The Contractor selected as a result of this procurement will be required to submit Form A, titled “New York State Consultant Services Contractor’s Planned Employment,” prior to contract approval and Form B, titled “New York State Consultant Services Contractor’s Annual Employment Report,” on an annual basis. OTDA has provided the appropriate forms in Appendix E.

L. Executive Order 190: Incorporating Health Across All Policies

Per Executive Order 190, this RFP incorporates the New York State Prevention Agenda and the World Health Organization (WHO) Eight Domains of Livability to further the Health Across All Policies initiative.

The New York State Prevention Agenda is the blueprint for action to improve the health of New Yorkers and become the healthiest state for people of all ages. The five priority areas of the New York State Prevention Agenda are:

1. Preventing Chronic Diseases
2. Promoting a Healthy and Safe Environment
3. Promoting Healthy Women, Infants and Children
4. Promoting Well-Being and Preventing Mental Health and Substance Use Disorders
5. Preventing Communicable Diseases

The WHO Eight Domains of Livability include:

1. Outdoor Spaces and Buildings
 - Providing safe, accessible places for the public to gather indoors and out. Ensuring that parks, sidewalks, safe streets, outdoor seating, and accessible buildings can be used and enjoyed by people of all ages.
2. Transportation
 - Increasing the accessibility, availability, and affordability of public transit options, as well as ensuring safe roadways.
3. Housing
 - Expanding affordable housing options for varying life stages, and enacting programs that help people remain in their homes longer to age in place.
4. Social Participation
 - Increasing access to affordable and community-based social activities can help address loneliness and isolation.

5. Respect and Social Inclusion
 - Increasing the availability of intergenerational activities and programs.
6. Civic Participation and Employment
 - Provide ways that all people, including older people, can, if they choose to, work for pay, volunteer their skills, and be actively engaged in community life.
7. Communication and Information
 - Providing information through a variety of means and in a culturally competent manner, recognizing that not everyone has a smartphone or internet access.
8. Community and Health Services
 - Ensuring accessible and affordable health services in every community.

The Health Across All Policies initiative is a collaborative approach that integrates health considerations into policymaking across all sectors to improve community health and wellness. To successfully improve the health of all communities, health improvement strategies must target social determinants of health and other complex factors that are often the responsibility of non-health partners such as housing, transportation, education, environment, parks, and economic development.

Consistent with Executive Order 190, where requested in this RFP, Offerors must describe how their proposals can improve community health and wellness through alignment and coordination with the New York State Prevention Agenda priorities and the WHO Eight Domains of Livability.

IV. Proposal Content

The following sets forth the required format and information to be provided by each Offeror in its Proposal. Offerors responding to this RFP must satisfy all material requirements stated in this RFP. All Offerors are required to submit complete Administrative, Technical, and Financial Proposals. A Proposal that is incomplete in any material respect will be deemed non-responsive.

Offerors must submit Proposals in separate sealed and labeled Administrative, Technical, and Financial Proposal packages. No information beyond that specifically requested is required, and Offerors are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications.

Evaluations of the Administrative, Technical, and Financial Proposals received in response to this RFP will be conducted separately. Offerors are therefore cautioned not to include any Financial Proposal information in the Administrative or Technical Proposal documents.

OTDA will not be responsible for expenses incurred in preparing and submitting the Administrative, Technical, or Financial Proposals. Such costs must not be included in the Proposal.

A. Administrative Proposal

The Administrative Proposal should contain all requirements listed below. A Proposal that is incomplete in any material respect will be deemed non-responsive. The information requested should be provided in the prescribed format. Proposals that do not follow the prescribed format may be deemed non-responsive.

1. Please provide the forms in Appendix C (Offeror's Certified Statements) and Appendix E (Administrative Forms), in the same order in which they are requested as follows:
 - a. Appendix C - Offeror's Certified Statements, which includes information regarding the Offeror. Appendix C must be signed by an individual authorized to bind the Offeror contractually. Please indicate the title or position that the signer holds with the Offeror. OTDA reserves the right to reject a Proposal which fails to comply with Appendix C.
 - b. Appendix E – Administrative Forms:
 - i. Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia – EO 16 Certification
 - ii. MacBride Fair Employment Principle
 - iii. Prohibiting Contracts with Entities that Support Discrimination – EO 177 Certification
 - iv. Sexual Harassment Prevention Certification – State Finance Law §139-l
 - v. Non-Collusive Bidding
 - vi. Offeror disclosure of Non-Responsibility Determinations
 - vii. Procurement Lobbying Act Offeror's Certification of Affirmation of Understanding and Agreement pursuant to State Finance Law §§ 139-j and 139-k
 - viii. Contractor's Certification/Acknowledgement/Understanding
 - ix. Offeror Assurance of No Conflict of Interest or Detrimental Effect
 - x. Subcontractor and Supplier ID Form
 - c. Appendix Z - MWBE Participation Requirements Forms. Offerors are required to comply with MWBE participation requirements as stated in Section III.D of this RFP. As part of your proposal, submit the following documents, as appropriate. These documents can be found at: <https://otda.ny.gov/contracts/mwbe/forms.asp>.
 - i. Form 4970 Offeror's Equal Employment Opportunity Policy Statement as described in Clause 12 of Appendix A – Standard Clauses for NYS Contracts
 - ii. Form 4934 (Offeror's EEO Staffing Plan of Anticipated Workforce)
 - iii. Form 4937 (Offeror's MWBE Utilization Plan)
 - iv. Form 4938 (Offeror's MWBE Subcontractors and Suppliers Letter of Intent to Participate)
 - v. Form 4976 (MWBE Goal Requirements Certification of Good Faith Efforts)

Note: Offerors may apply for a partial or total waiver of MWBE participation requirements by submitting Form AC 4969 (Request for Waiver) and including all required documentation. Waivers will be granted only when the Offeror cannot, after a good faith effort, comply with the MWBE participation requirements set forth under this procurement.
 - d. Appendix Y - Service Disabled Veteran-Owned Business Participation Form OTDA-4200

2. Vendor Responsibility Questionnaire

Offerors must complete, certify, and file a New York State Vendor Responsibility Questionnaire. OTDA recommends that Bidders file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at [The VendRep System | Office of the New York State Comptroller](#) or go directly to the VendRep System online at <https://onlineservices.osc.state.ny.us>.

- Bidders 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

OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.ny.gov.

Bidders opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website: <https://www.osc.ny.gov/state-vendors/vendrep/profit-non-construction-questionnaire>.

3. If selected for contract award, Offerors will be required to submit further information as set forth below. While the following information is not required until notification of selection of award, Offerors are encouraged to submit these forms with their Administrative Proposal.
 - a. ST-220 CA, Sales and Compensating Use Tax Certification (See [Form ST-220-CA:12/11: Contractor Certification to Covered Agency, st220ca \(ny.gov\)](#))
 - b. Insurance Documentation, including Workers' Compensation and Disability Benefits (See Appendix I)
 - c. OTDA Consultant Disclosure Reporting – Form A (See Appendix E)

B. Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Offeror and its Key Staff to perform the Services referenced in this RFP. The following outlines the required information to be submitted by an Offeror in its Technical Proposal. Proposals that do not follow the prescribed format and outline may be deemed non-responsive.

Financial information must not be included in the Technical Proposal. A Technical Proposal that is incomplete in any material respect may be deemed non-responsive.

1. Title Page

Submit a Title Page providing the RFP subject and number, the Offeror's name, and the date of the Proposal.

2. Table of Contents

The Table of Contents should clearly identify all material (by section and page number) included in the Proposal.

3. Offeror Response to Technical Requirements

Offeror's Technical Proposal shall include the following technical items which OTDA will evaluate and score:

- a. Offeror's Experience: The Offeror's experience as well as Subcontractor's (if any) experience, within the ten (10) year period prior to the date of bid submission, must be submitted separately for each experience category (i, ii, iii, iv and v) listed below and defined in Section II. C herein by completing Appendix F – Offeror and Subcontractor Experience:
 - i. Number of years providing and a description of Child Support SDU Services.
 - ii. Number of years providing and a description of Data Center Management including Payment Processing exceeding 3.0 million Transactions annually (e.g., Electronic Benefit Transfer Management, Electronic Medical Record Management and Health Exchange Management, etc.).
 - iii. Number of years providing Data Center Management including Transaction Processing, exceeding 3.0 million successfully completed Transactions annually together with Customer Support Services, exceeding 1.0 million incoming telephone calls annually.

- iv. Number of years providing and a description of Customer Support Services exceeding 1.0 million incoming calls annually.
- v. Number of years providing and a description of Debit Card Services.
- b. Key Staff Experience: Offerors must complete and submit Appendix H - Key Staff Experience to set forth its description of experience for the categories therein, as defined in Section II. C herein, for Key Staff within the ten (10) year period prior to the date of bid submission.
- c. Transition and Operations:
 - i. Lease binder - A lease binder for the Operations Facility must be included with a bidder's Technical Proposal. The lease binder, at a minimum, must set forth:
 - a. the stand-alone building location which must be situated within 1) a thirty (30) mile radius of 40 North Pearl Street Albany NY and 2) one-quarter (1/4) mile of a public transportation bus stop. The Operations Facility must be within a stand-alone building occupied solely by the Contractor where the only activity performed therein is Centralized Operations, and work performed pursuant to a contract(s) with another New York State agency, which is subject to written prior- approval by OTDA ("the Stand-Alone Building"). Any workspace dedicated to another State agency in the Stand-Alone Building must be physically separated from the Centralized Operations workspace.
 - b. the duration of the effectiveness of the lease resulting from this lease binder, at a minimum must begin on August 1, 2024; and end five years thereafter with an option for two one-year extensions if OTDA elects to extend the Contract.
 - c. To meet this requirement, an Offeror must submit a signed and dated document from a landlord which sets forth the above information.

NOTE: The existing Contractor's current Operations Facility may NOT be utilized during the Contract Term and thus, it may not be identified in your lease binder.

An alternative Stand-Alone Building which is not set forth in a bidder's Proposal may be utilized during the Contract Term, provided it meets the above minimum requirements.

OTDA reserves the right to approve the Stand-Alone Building selected by the Contractor.

Bidders must set forth the following technical items ii. through xi. as separate narratives:

- ii. Describe the facilities within the Stand-Alone Building to meet the specifications/requirements set forth in Appendix W including §I.B. Include a proposed floor plan for the Stand-Alone Building.
- iii. Proposed Transition Plan –Submit a proposed Transition Plan describing in detail each task required to complete Transition as set forth in Appendix W, including §III.C.2 therein. Include an assessment of the relative difficulty of each task, assumptions, and constraints. Describe the Transition schedule by documenting the duration and timing of each task. Organize the schedule by the major Transition phases. Identify the milestones/deliverables and the schedule for meeting them.
- iv. Proposed Disaster Recovery Plan – Submit a proposed Disaster Recovery Plan describing in detail the processes and features of the proposed disaster contingency arrangement as required in Appendix W §III.C.3.
- v. Describe proposed operating procedures designed to complete the process steps listed in Appendix W §III.C.4 for each of the nine (9) major SOW tasks as follows: Payment

Processing – Mail and Electronic, Disbursement Processing – Checks and Electronic, Notice Processing, New Hire Notification Processing – Mail and Electronic, Data Capture Services, Putative Father Registry, Interactive Voice Response System, Customer Service, and Administration.

- vi. Describe the process for implementing functions and processes involving banking services required in Appendix W §III.C.5.
- vii. Describe the strategy to obtain cost effective postal services set forth in Appendix W §III.C.6.
- viii. Describe the controls, manual procedures, automated data security tools and other security preference measures necessary to comply with the specifications set forth in Appendix W, including §III.C.7.a through e.
- ix. Describe the policies and procedures to be employed for the internal audit and quality assurance function required in Appendix W, including §III.C.8.
- x. Describe internal control procedures that will be implemented to ensure conformance and compliance with the specifications in Appendix W, including §III.C.9.
- xi. Security Functions - Describe the physical security solutions including the various responsibilities and functions for the Stand-Alone Building necessary to comply with the specifications in Appendix W, including §III.C.10.

d. Diversity Practices

OTDA has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of Offerors to this RFP is practical, feasible, and appropriate. As part of your proposal, submit Appendix D Diversity Practices Questionnaire with your Technical Proposal.

e. EO No. 190: Incorporating Health Across All Policies

OTDA has determined, pursuant to EO No. 190, that an assessment of the Offerors' incorporation of Health Across all Policies is practical, feasible, and appropriate under this RFP.

As part of your proposal, describe how your provision of the services will improve community health and wellness, such as promoting age-friendly job creation and economic stability, transportation mobility, and the ability to leverage investments that can have complementary benefits in more than one area through alignment and coordination with the New York State Prevention Agenda priorities and the WHO Eight Domains of Livability, as defined in RFP section III.L above.

C. Financial Proposal

Submit a completed and signed Appendix P – Pricing Schedule in Excel and PDF format. Failure to comply with the mandatory format and content requirements may result in disqualification.

D. Freedom of Information Law – Proprietary Information and Trade Secrets

Offerors acknowledge that all proposals submitted to OTDA become the property of OTDA and may be subject to disclosure pursuant the State's Freedom of Information Law, as described in Section 3 of Appendix B.

V. Proposal Submission

To be considered responsive, the Offeror must submit a complete response to this RFP in conformance with the format and content requirements set forth herein. A Proposal that does not provide all the information requested may be deemed non-responsive.

All proposals must be submitted in hard copy and on compact disc (see item 4. below) and received by the date and time indicated for Deadline for Submission of Proposals as specified in Section I (Calendar of Events). Proposals received after the Deadline for Submission of Proposals may be deemed non-responsive.

Proposals must be clearly labeled, sealed, and submitted by U.S. Mail, by courier/delivery service (e.g., FedEx, UPS, etc.), or by hand as noted below. Offeror should include their name and address, and send to:

Office of Temporary Disability Assistance (RFP #2023-04)
Attention: Bureau of Contract Management
12th Floor Section D
40 North Pearl Street
Albany, NY 12243

If multiple packages or boxes are used to transmit the proposal, they should be labeled "box 1 of x", "box 2 of x", etc.

Due to security procedures at 40 North Pearl Street, when proposals are hand-delivered to OTDA, such proposals must first be taken to the Security Desk during OTDA's normal hours, which are Monday through Friday, from 8:00 a.m. to 5:00 p.m. ET. Offeror's must provide the name of the POC listed in Section III.A. and phone number (518) 486-6352 to the Security Staff. Offerors should allow extra time to comply with security procedures in effect at 40 North Pearl Street when hand delivering a Proposal or using deliveries by independent courier services. Offerors must provide identification to the security guard(s) for inspection. Offerors assume all risk for timely, properly submitted proposals. **Submission of Proposals in a manner other than as described in these instructions (e.g., fax, electronic transmission) will not be accepted.**

An Offeror may withdraw a Proposal at any time prior to the Deadline for Submission of Proposals specified in Section 1 Calendar of Events. Requests to withdraw a proposal must be sent in writing to the Primary point of contact listed in Section III of this RFP and signed by authorized agent of the Offeror. The Proposal may thereafter be resubmitted, but not after the Deadline for Submission of Proposals specified in Section 1, Calendar of Events. Modifications to a Proposal offered in any other manner, oral or written, will not be considered.

A. Submission of Administrative, Technical, and Financial Proposals

Each Offeror must submit **SEPARATE, SEALED AND LABELED** Administrative, Technical, and Financial Proposals, as follows:

1. For the Administrative Proposal:
Submit TWO originals, not copies, with original signatures.
2. For the Technical Proposal:
Submit TWO originals, not copies, with original signatures.
3. For the Financial Proposal:
Submit TWO originals, not copies, with original signatures.

4. For EACH of the Administrative, Technical, and Financial Proposals:

Submit TWO labelled copies of EACH of the Administrative, Technical, and Financial Proposals on SEPARATE CDs; an acceptable format is unlocked Adobe PDF for the Administrative and Technical Proposal and both unlocked Adobe and Excel formats for the Financial Proposal. The CD copies of EACH of the Administrative, Technical, and Financial Proposals should be identical copies of the original documents, including signatures, and should be in one file on each CD.

Submit each of the complete Administrative, Technical, and Financial Proposals in its own separate sealed and labeled package. Each sealed and labeled package may be placed in a larger box or package when submitted to OTDA.

Clearly mark the outside envelope of your sealed Proposals, the original, each copy, and CD as “RFP# (Name) – (Technical) (Administrative) or (Financial) Proposal submitted by (Offeror’s name).”

VI. Evaluation Process/Criteria

A. General Information

OTDA will evaluate each Proposal based on the “Best Value” concept. This means that the Proposal that best “optimizes quality, cost, and efficiency among responsive and responsible offerors” shall be selected for award (State Finance Law, Article 11, §163[1][j]).

OTDA, at its sole discretion, will determine which Proposal(s) best satisfies the RFP requirements. OTDA reserves all rights with respect to the award. All Proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities and cost. Proposals failing to meet a mandatory or material requirement in the RFP may be deemed non-responsive. The evaluation process will include separate Technical and Financial evaluations, and the result of each evaluation shall remain confidential until both evaluations have been completed and a selection of the winning Proposal is made.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The Technical Proposal will be weighted **60%** of an Offeror’s total score and the Financial Proposal will be weighted **40%** of an Offeror’s total score.

Offerors may be requested by OTDA to clarify the contents of their proposals. Other than to provide such information as may be requested by OSC, no Offeror will be allowed to alter its Proposal or add information, except as provided in Appendix B, Article 10.k, after the Deadline for Submission of Proposals.

B. Submission Review

OTDA will examine all Proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in Section IV (Proposal Content) and Section V (Proposal Submission), and include the proper documentation, including all documentation required for the Administrative Proposal, as stated in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of OTDA, may be deemed non-responsive.

C. Technical Evaluation

The evaluation process will be conducted in a comprehensive and impartial manner. A Technical Evaluation Committee will review and evaluate all Proposals. Initially, each Proposal

will undergo a preliminary technical evaluation to verify whether the Mandatory Requirements and “material” RFP requirements are met. Assuming such requirements are met, Technical Evaluation Committee members will independently score each Technical Proposal. The individual Committee Member scores will be averaged to calculate the Technical Score for each responsive Proposal. The maximum technical score will be allocated to the Technical Proposal with the highest score. All other responsive Technical Proposals will receive a proportionate score using this formula:

Technical points awarded = 60 potential points x (Score of Proposal Being Evaluated/ Highest Scored Technical Proposal).

The Technical Evaluation is 60% (**up to 60 points**) of the final score.

D. Financial Evaluation

The Financial Evaluation Committee will evaluate the Financial Proposal documents. Initially, Financial Proposals will be opened and reviewed for responsiveness to the RFP, and if a Financial Proposal is found to be non-responsive, that Proposal may be deemed non-responsive.

Each Financial Proposal that is deemed responsive, will be evaluated and assigned a financial score. The Financial Proposals will be scored based on a maximum score of 40 points. The maximum financial score will be allocated to the Financial Proposal with the lowest price. All other responsive Financial Proposals will receive a proportionate score using this formula:

Financial points awarded = 40 potential points x (Lowest Financial Proposal / Cost of Proposal Being Evaluated).

The Financial Proposal evaluation is 40% (**up to 40 points**) of the final score.

E. Final Composite Score

A final composite score will be calculated by OTDA by adding the Technical Proposal points and the Financial Proposal points.

F. Award Recommendation and Agreement

The Offeror with the highest composite score(s) will be notified of selection. The awarded Offeror will enter into a written Agreement as set forth in Appendix T, which includes the terms and condition in Appendix B. The Agreement is intended to incorporate all the documents comprising the Contract between OTDA and the Contractor. The resultant Agreement shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the New York State Comptroller.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B

OTDA TERMS AND CONDITIONS

The Terms and Conditions set forth in this APPENDIX B are made part of the Agreement between OTDA and the Contractor.

GENERAL

1. DEFINITIONS

In addition to the defined terms in "Appendix G - the Glossary" the terms used in the Agreement shall also include the following:

- a. **ADMINISTRATIVE PROPOSAL** means the administrative portion of an Offeror's Proposal.
- b. **ATTORNEY GENERAL** or **AG** means the Attorney General of the State of New York.
- c. **BID** or **PROPOSAL** means a response to the Solicitation submitted by a Bidder.
- d. **BIDDER, OFFEROR, or PROPOSER** means any person or entity who submits a Bid in response to the Solicitation. At the time that a Bidder executes a Contract with OTDA, the Bidder shall become the "Contractor."
- e. **SPECIFICATIONS** mean the requirements and terms and conditions set forth in the negotiated Agreement including the Statement of Work.
- f. **BUSINESS DAY** means any day which is neither a Saturday, Sunday, nor an official New York State or federal holiday.
- g. **CONTRACT** or **AGREEMENT** means the writings that contain the agreement of OTDA and the Contractor setting forth the total legal obligation between the parties, as approved by the Office of the State Comptroller (OSC).
- h. **CONTRACT APPROVAL DATE** means the date upon which OSC approves the Contract.
- i. **CONTRACTOR** means the legal entity which enters into the Contract to perform the Services. It includes any officer or employee of the contractor with access to or who uses FTI.
- j. **CONTRACTOR RIGHTS** means any commodities, services or technology acquired, leased, retained or developed by the Contractor which are used to perform Services under the Agreement.
- k. **COMMODITIES** means material goods, supplies, products, construction items or other standard articles of commerce (other than technology and services) that are the subject of any purchase or exchange.
- l. **CURE PERIOD** means the time period during which a party must remedy a deficiency.
- m. **DOCUMENTATION** means the complete set of manuals (e.g., user, installation, instructions, or diagnostic manuals) in either hard or electronic copy, that are necessary to enable OTDA to properly test, install, operate and enjoy full use of the Product.
- n. **FINANCIAL PROPOSAL** means the financial portion of a Proposal.
- o. **LIVE PRODUCTION** means the date upon which the Contractor begins performing Centralized Operations.
- p. **OSC** means the New York State Office of the Comptroller.
- q. **OTDA** means the New York State Office of Temporary and Disability Assistance.
- r. **PASS-THROUGH RIGHTS** means all rights Contractor has in Products and real property used by Contractor to perform the Services including intellectual property rights, leaseholds, licenses, software rights, and any other rights, which the Contractor shall grant OTDA to perform any or all Services.
- s. **PROPOSAL** means a response to the Solicitation submitted by a Bidder to provide Products.
- t. **PRODUCT** means all items or deliverables under this Contract which includes Commodities, Services and/or Technology, as applicable.
- u. **REQUEST FOR PROPOSAL, RFP or SOLICITATION** means the Request for Proposal Number 2023-04 which resulted in this Contract.
- v. **RESPONSIBLE BIDDER** means a Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be

competent, reliable and experienced, as determined by OTDA. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

- w. **RESPONSIVE BIDDER** means a Bidder meeting the material specifications and requirements set forth in the RFP as determined by OTDA.
- x. **SERVICES** means the performance of a task or tasks (including all tasks) as described in the Agreement.
- y. **STATE** means the State of New York.
- z. **SUBCONTRACTOR** means any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of the Contract with the Contractor. The term “subcontractor” includes any officer or employee of the subcontractor with access to or who uses FTI.
- aa. **SUBMISSION DATE** means the date on which Proposals are due to OTDA.
- bb. **TECHNICAL PROPOSAL** means the technical portion of a Bidder’s Bid Proposal.
- cc. **TECHNOLOGY** means a good, either new or used, or service, or a combination thereof, used in the application of any computer or electronic information or interconnected system that is used in the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or voice including, but not limited to, hardware, software, information appliances, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically and electronically collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, coverage, interface, switch, or disseminate data of any kind or form, and shall include all associated consulting, management, facilities, maintenance and training.

BID SUBMISSION

2. BIDDING

All Bids, including all information required by the RFP or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (US\$). Any Bids submitted which do not meet the above criteria may be rejected.

Bids must be received at the location designated in the Solicitation at or before the date and time established in the Solicitation for the receipt of Bids. Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in OTDA’s sole discretion where (i) no timely Bids meeting the requirements of the RFP are received, or (iii) the Bidder has demonstrated to the satisfaction of OTDA that the Late Bid was caused solely by factors outside the control of the Bidder. Furthermore, OTDA may choose to accept a Late Bid if OTDA determines, in its sole discretion, that doing so is in the best interests of the State. However, in no event shall OTDA be under any obligation to accept a Late Bid.

3. FREEDOM OF INFORMATION LAW

All Proposals shall become the property of OTDA and may be disclosed or used by OTDA to the extent permitted by law. OTDA may disclose a Proposal to any person for the purpose of assisting in evaluating the Proposal or for any other lawful purpose. All proposals will become State agency records, which will be available to the public in accordance with the Freedom on Information Law (NYS Public Officers Law, Article 6). Any portion of its Proposal that an Offeror believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the proposal. If OTDA agrees with the proprietary claim, the designated portion of the proposal will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material will be deemed a waiver of any right to confidential handling of such material. OTDA’s determination of whether the Offeror’s claim of proprietary status of the designated information should be granted will be predicated in large measure upon the Offeror’s written statement of the necessity for the exemption. Therefore, while not required, Offerors are advised to submit their written statements of the necessity for the claimed proprietary information

exceptions at the time of the submission of their Proposals.

4. TAXES

- a. Unless otherwise specified in the Solicitation, Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.
- b. Purchases made by the State of New York are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State sales tax exemption, either the Purchase Order issued by a State Agency, or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116(a)(1) of the Tax Law.

5. EXPENSES PRIOR TO CONTRACT EXECUTION

OTDA is not liable for any costs incurred by a Bidder or Contractor in the preparation and production of a Bid.

6. REMANUFACTURED, RECYCLED, RECYCLABLE, OR RECOVERED MATERIALS

Upon the conditions specified in the Solicitation and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable, or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements, or in the Solicitation. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product unless such use is precluded due to health, welfare, safety requirements, or by the Solicitation. Where such use is not practical, suitable, or permitted by the Solicitation, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished, or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

7. TIMEFRAME FOR OFFERS

Bids must remain firm for 365 days, or such other period set forth in a Solicitation, from the date the Bid is due in the Solicitation.

8. DEBRIEFINGS

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by OTDA that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

9. CONTRACT PUBLICITY

Any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, or other information of any kind regarding the Contract must be reviewed and approved by OTDA prior to public issuance. No presentation shall be given by the Contractor regarding the Contract without the prior written approval of OTDA. In addition, Contractor shall not use, for any purpose, the New York State of Opportunity registered trademark or the New York State coat of arms without prior written approval from the State.

TERMS AND CONDITIONS

10. PROCUREMENT RIGHTS

OTDA reserves the right to:

- a. Reject any and all Proposals, in whole or in part, received in response to this Solicitation.
- b. Correct Proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Proposer.
- c. Utilize any and all ideas submitted in the proposals received.
- d. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the

best interests of the State.

- e. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should OTDA be unsuccessful in negotiating a contract with the selected Contractor.
- f. Waive any non-material requirement.
- g. Not make an award from this Solicitation.
- h. Make an award under this Solicitation in whole or in part.
- i. Make multiple contract awards pursuant to this Solicitation.
- j. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
- k. Seek clarifications or revisions of information in a Proposal.
- l. Disqualify any bidder whose Proposal fails to conform to the material requirements of the Solicitation.
- m. Prior to the Bid Submission Date, amend the Solicitation specifications to correct errors or oversights, or to supply additional information, as it becomes available.

11. CONTRACT EFFECTIVE

The Contract shall be deemed effective upon its approval by the New York State Comptroller.

12. MODIFICATION OF CONTRACT TERMS

The Contract may only be modified or amended upon mutual written agreement of OTDA and the Contractor, and approved by OSC and the AG as necessary.

13. NO SHRINK WRAP TERMS

No alteration or modification of the terms of the Contract shall be made by unilaterally adding (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms or invoices.

14. CHANGE ORDERS

The parties agree that the Agreement fairly delineates the Services. However, OTDA and the Contractor may mutually agree to other project-related tasks which, although consistent with the intent of the Contract, are not required to be performed within the current pricing structure ("Change Orders").

Any such mutual agreement shall be finalized in a Change Order Form signed by OTDA. Prior written approval from OTDA shall be required for all Change Orders. Work performed outside the scope of the Agreement or without the approval of OTDA shall not be subject to charge by the Contractor. Either party may initiate the Change Order process by providing the other party with a Change Order Form which shall include a proposed development and implementation schedule for completing the Change Order and a detailed price quote utilizing the Change Order pricing for personal services as submitted by the Contractor in Appendix P of its financial proposal for the requested change, including the number of hours required to perform the Change Order.

Payment terms for Change Orders shall be as set forth in each approved Change Order Form. The Contractor agrees to make available to OTDA the necessary internal Contractor documentation such as Contractor employee timecards and subcontractor timecards to support the hours billed. For personal services, payments to the Contractor shall be based on the rates as contained in Appendix P, Change Order Pricing. Any applicable non-personal services charges (such as equipment, COTS license fees, etc.) shall be billed at cost as evidenced by invoicing to be submitted by the Contractor. The OTDA reserves the right to require reasonable evidence, including the requirement that the Contractor follow formal bidding procedures, and that all tasks performed are obtained from the best available source at an optimum cost when applicable. To the extent a Change Order reduces costs, then OTDA and the Contractor shall share equally in such cost reductions. A Change Order which requires funding beyond that allocated for the Contract or additional work or services beyond what may be done by Change Orders, i.e., not consistent with the intent of the Contract, shall be in the form of an amendment to the

Contract, subject to OSC and AG approval, as necessary.

15. EMERGENCY CONTRACTS

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, OTDA reserves the right to obtain the Product from any source, including but not limited to this Contract, as OTDA, in its sole discretion, determines will meet the needs of such emergency. Contractor shall not be entitled to any claim for lost profits for Services procured from other sources pursuant to this clause. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

16. STAFF

For the purposes of this Section, "Staff" includes employees, owners, officers, directors, or agents of the Contractor and of any of the Contractor's subcontractors.

The Contractor shall retain only individuals with the moral fitness and abilities necessary to perform Services hereunder. All employees, Subcontractors, or agents of the Contractor performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical, and training qualifications set forth in the Contract, and must comply with all security and administrative requirements in the Contract. OTDA reserves the right to conduct a security background check or otherwise approve any employee, Subcontractor, or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on professional, technical or training qualifications, quality of work or change in security status or non-compliance with OTDA's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract. OTDA reserves the right to reject and/or bar from any OTDA facility for cause any employee, Subcontractor, or agent of the Contractor.

The Contractor certifies that all staff provided to perform Services possesses the necessary integrity and professional capacity to do so. Subsequent to the commencement of Services, whenever the Contractor becomes aware, or reasonably should have become aware, that any staff member(s) providing Services no longer possess the necessary integrity or professional capacity, the Contractor shall immediately discontinue the use of such staff and notify OTDA.

OTDA reserves the right to require the Contractor discharge, from performance of any or all duties under the Agreement, Key Staff for reasonable cause. The Contractor agrees to replace any Key Staff so discharged with an employee of equal or better qualifications. If the OTDA exercises its right under this provision, it agrees to provide written notice to the Contractor setting forth its reasons to discharge an employee.

In determining the fitness of an employee to perform duties under the terms of this Agreement, the Contractor will conduct a criminal history or security background check on all employees working on this Agreement. The Contractor shall determine the method and frequency by which it conducts and confirms the fitness of its employees to perform duties under this Agreement, which determinations shall be incorporated into a comprehensive plan. Contractor's comprehensive plan for the conduct of criminal history or security background checks will be submitted to the OTDA within 90 days of the approval of the Agreement by the OSC and shall be subject to approval by the OTDA, which approval shall not be unreasonably withheld. OTDA may request revisions to the comprehensive plan from time to time, as it determines appropriate. If the Contractor is unable to determine an employee's fitness due to the results of a criminal history or security background check, as discussed herein, the Contractor shall forward a description of the results to the OTDA, for review and determination. The Contractor's agreement to comply with the provisions of this section is a material representation of fact upon which reliance was placed when the OTDA determined to enter into this Agreement. In conducting a criminal history or security background check, the Contractor is not required to exceed the level of judgment which is normally possessed by a prudent person in the ordinary course of business dealings. If it is later determined that the Contractor knowingly, rendered a false positive determination of an employee's fitness, failed to conduct a criminal history or security background check, or failed to reasonably interpret the results in confirming an employee's fitness to perform duties under the terms of this Agreement, in addition to any other remedies available to the OTDA, such as liquidated damages, the OTDA may terminate this Agreement for cause. The Contractor shall provide immediate written notice to the OTDA if at any time the Contractor learns that its determination of an employee's fitness to perform duties under the terms of this Agreement was erroneous or has become erroneous by reason

of changed circumstances. The Contractor will ensure that the provisions of this section are incorporated within all subcontracts, and acknowledges the responsibility for ensuring that these provisions are fully complied with by all subcontractors.

17. ASSIGNMENT

In accordance with Section 138 of the State Finance Law, the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract to any other person, company, firm or corporation in performance of the Contract without the prior written consent of OTDA; provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. OTDA may waive the requirement that such consent be obtained in advance where the Contractor verifies that the assignment, transfer, conveyance, sublease, or other disposition is due to, but not necessarily limited to, a reorganization, merger, or consolidation of the Contractor's business entity or enterprise.

Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignments with the State Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request for assignment to OTDA and seek written agreement from OTDA which will be filed with the State Comptroller. OTDA shall use reasonable efforts to promptly respond to any request by Contractor for an assignment, provided that Contractor supplies sufficient information about the party to whom the Contractor proposes to assign the Contract.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OTDA responsibilities for the Contract.

18. SUBCONTRACTORS

OTDA reserves the right to reject any proposed Subcontractor due to 1) the subcontractor's failure to solicit New York State certified minority- and women-owned business enterprises as required in prior OTDA contracts; 2) the fact that such Subcontractor or supplier is on the New York State Department of Labor's or Office of General Service's list of companies with which New York State cannot do business or 3) a final determination by OTDA that the Subcontractor is not responsible.

OTDA reserves the right to approve and review contracts between the Contractor and Subcontractors prior to subcontractors' performance of the Services.

When proposing to add, to replace, or to assume the responsibilities of an existing Subcontractor during the Contract Term, the Contractor must notify the OTDA of its intent to do so. Such notification must include justification for the change, and provide the proposed managerial staff, Subcontractor's qualifications and experience, and provide transition work plans outlining the timeline, activities and dependencies that ensure that such action will not jeopardize or impact the Centralized Operations or Services. Such transition work plans are subject to the review and approval of the OTDA. The OTDA will review the plans and provide a reply to the Contractor within fifteen (15) business days, provided; however, that if the Subcontractor will have access to Federal Tax Return Information, the time to reply shall be increased to allow for notifications required by Internal Revenue Service (IRS) Publication 1075. No Contractor costs or expenditures related to expenditures or obligations paid or owing to unapproved subcontracts may be asserted as damages or otherwise presented for payment in any proceeding or discussion involving the Contractor and the OTDA.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of the Agreement. Such functionally identical and consistent provisions shall include, but not be limited to, the following provisions of this Agreement: 1) Appendix A, Standard New York State Contract Clauses; 2) Appendix B - OTDA Terms and Conditions ; 3) Appendix B-1 OTDA Security and Confidentiality Terms; and 4) Appendix T – Draft Agreement with a focus on the Audit and Access provisions, the Confidentiality provisions, the Indemnification of the OTDA provision; the Termination of the Agreement; and, the Performance Standards contained in this RFP and Agreement All subcontracts must contain a provision stating that the Subcontractor agrees that the subcontract is subordinate to the Agreement with the OTDA and that any and all conflicting provisions of the subcontract will be superseded by the terms of the Agreement.

The Contractor will work with the OTDA to define any potential operational disruption if the Contractor elects to

terminate or change its agreement with any Subcontractor.

In addition to furnishing the OTDA with a copy of any proposed subcontract for prior approval, the Contractor shall also furnish to the OTDA the following:

- a. A description of the supplies or services to be provided under the proposed subcontract;
- b. Identification of the proposed Subcontractor;
- c. The proposed subcontract price; and
- d. Any other pertinent information or documentation requested by the OTDA.
- e. A copy of any subcontract or modification thereto, once approved by the OTDA and executed by the Contractor and the Subcontractor shall be furnished, upon OTDA's request, to the OTDA within ten (10) days of execution.

The Contractor shall give the OTDA immediate written notice of any legal action or suit filed, and prompt notice of any claim made, against the Contractor by any subcontractor or vendor which may result in litigation related in any way to the Agreement or which may affect the performance of Services under the Agreement.

The requirement of prior approval of any subcontract by the OTDA under the Agreement shall not make the OTDA or the State a party to any subcontract or create any right, claim, or interest in the Subcontractor or proposed Subcontractor against the OTDA or the State.

The Contractor shall not be relieved in any way of any responsibility, duty, or obligation of the Agreement by any subcontract.

19. SUSPENSION OF WORK

OTDA, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, due to a budget freeze or reduction in State spending, or declaration of emergency. Upon issuance of such notice, the Contractor shall comply with the suspension order. Activity may resume at such time as OTDA issues a formal written notice authorizing a resumption of performance under the Contract.

20. TERMINATION

a. Mutual Agreement. All or any part of this Agreement may be terminated by mutual written agreement of the contracting parties.

b. Termination for Cause. OTDA may terminate the Agreement for cause, in whole or part, when the Contractor "materially defaults in performance" of the Agreement and fails to cure such default within the reasonable Cure Period specified by the OTDA in a Notice of Termination. A "material default in performance" is a failure to perform a contractual obligation under the Agreement which is so fundamental to the Agreement that the failure to perform the obligation defeats the essential purpose of the Agreement. Examples of a material default in performance include: (i) a significant and/or repeated failure by the Contractor to satisfactorily perform a Service pursuant to the requirements and/or performance standards in the Agreement; (ii) a significant failure to maintain the confidentiality and security of information deemed confidential; and (iii) a failure to remain a responsible vendor consistent with applicable New York State Law, or policy directives. The date of a termination notice shall be deemed to be the date of postmark in the case of mail or the date of Contractor's receipt of notice in the case of hand or email delivery.

If the OTDA determines that the material default in performance a) is intentional or b) presents a danger to the health, safety, or welfare of the employees, agents, or citizens of the State, the OTDA may terminate the agreement immediately upon notice to the Contractor, with no Cure Period.

In all other situations, the OTDA shall provide the Contractor with a written Notice of Termination specifying what action(s) or lack of action(s) by the Contractor constitute the Contractor's material failure to perform (the Deficiencies) and the proposed date of termination, which shall not be earlier than fifteen (15) days after the expiration of the Cure Period. Such Notice of Termination shall also advise the Contractor that it has until noon of the fourth (4th) business day following receipt of the Notice to advise the OTDA whether it intends to cure the Deficiencies. If the Contractor does notify the OTDA of its intent to cure as provided above, it shall have until noon of the tenth (10th) business day following the date of the Notice of Termination to submit to the OTDA a Corrective Action Plan (the CAP) setting forth its proposed plan to eliminate the Deficiencies specified in the

Notice of Termination and shall proceed to act in accordance with its CAP. The OTDA shall review the CAP forthwith and, as soon as practicable thereafter, shall issue a decision addressing the adequacy of the CAP. If the Contractor does not notify the OTDA of its intent to cure the Deficiencies as provided above, the OTDA shall be entitled to proceed with its Notice of Termination on the date set forth in the notice.

In the event Contractor fails to cure the Deficiencies within the Cure Period set forth in Notice of Termination or extension thereof, then the OTDA may 1) extend the Cure Period until the Deficiencies are cured, 2) require the Contractor to continue to perform all or any Services until Contract expiration or a date specified by OTDA in order to ensure continuity in performance of the Services, or 3) terminate any or all Services which the Contractor has failed to cure within the Cure Period identified in a Notice of Termination or extensions thereto allowed by OTDA in a subsequent written notice to the Contractor.

If it is subsequently determined for any reason that the Contractor was not in material default in performance or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control and without the fault or negligence of the Contractor, the OTDA shall have the option, in its sole discretion, to either deem the Notice of Termination as a termination for convenience of the State, and the rights and obligations of the parties shall be governed accordingly, or allow the Contractor to resume performance under the Agreement.

c. Termination for Convenience. This Agreement may be terminated by the OTDA without penalty or other early termination charges due, in whole or in part, whenever and for any reason the OTDA shall determine that such termination is in the best interest of the State. Such termination shall be referred to herein as "termination for convenience". The State shall give written notice to the Contractor not less than thirty (30) calendar days prior to the date upon which termination for convenience shall become effective. The date of such notice shall be deemed to be the date of postmark in the case of mail or the date of Contractor's receipt for notice in the case of hand or email delivery. The Contractor, on its part, agrees to cease performance under the Contract as quickly as practicable, incur no new obligations after receipt of notification of termination, and to cancel as many outstanding obligations as possible.

d. For Violation of Sections 139-j and 139-k of the State Finance Law OTDA reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, OTDA may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

e. For Violation of Section 5-a of the New York State Tax Law OTDA reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, OTDA may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

f. For Non-Responsibility The Contractor agrees that if it is found by the State that its responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, then OTDA may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OTDA officials or staff, the Contract may be terminated by OTDA at the Contractor's expense where the Contractor is determined by OTDA to be non-responsible. In such event, OTDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

g. Unavailability of Federal or State funds Should the OTDA determine that Federal or State funds for the Agreement become unavailable, the OTDA may terminate the Agreement, in whole or in part, immediately upon written notice to the Contractor. Such notification will be in written format. The OTDA will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received in writing by the Contractor from the OTDA.

21. PROCEDURES UPON TERMINATION

Upon receipt of a written Notice of Termination on any basis, and except as otherwise directed by the OTDA, the Contractor shall:

- a. Immediately provide to the OTDA or, at the OTDA's option, to a successor contractor all remaining data and records utilized in performance by the Contractor under the Agreement. Additionally, the Contractor shall assist the OTDA or a successor contractor in completing any activities undertaken before the termination of the Agreement including, without limitation, any judicial and administrative proceedings.
- b. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination. The Contractor shall not incur new obligations for the terminated portion, and the Contractor shall cancel as many outstanding obligations as possible. Contractor shall take all reasonable measures to mitigate any damages for which the OTDA may be liable.
- c. Place no further orders with subcontracts for materials, services or facilities, except as may be necessary for continuation of Services as directed by OTDA.
- d. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination, except as may be necessary to continue Services as directed by OTDA.
- e. Complete and continue the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- f. Take such action as may be necessary, or as the OTDA may direct, for the protection and preservation of the property related to the Agreement which is in the possession or control of the Contractor and in which the OTDA has or may acquire an interest.
- g. OTDA shall remain liable for all accrued but unpaid charges incurred through the date of the termination. The OTDA will not be obligated to pay the Contractor for lost and/or anticipated profits.
- h. In the event of the failure of the Contractor and the OTDA to agree in whole or in part, as to the amounts with respect to charges to be paid to the Contractor in connection with the termination of work, the OTDA shall determine, on the basis of information available to it and as provided in this RFP, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined. The Contractor shall have the right to "Dispute" any such determination, as set forth in the Dispute Resolution Process.
- i. Notwithstanding any other provision in this Appendix B or in the Agreement, if all or any part of this Agreement is terminated or during Turnover at OTDA's request, then OTDA shall have the option to obtain any or all Pass-Through Rights. Contractor or its successors or assigns shall not repossess or authorize the repossession of Pass-Through Rights without OTDA's prior written permission to do so. In the event OTDA desires to obtain any or all Pass-Through Rights herein, then the Agreement shall continue to allow the Contractor to 1) perform non-terminated Services and 2) provide the Pass-Through Rights as desired by OTDA, including those for terminated Services.

22. FORCE MAJEURE

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or OTDA in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.

The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 calendar days, the parties to the Contract shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the Contract.

The Contractor agrees that in the event of a delay or failure of performance by the Contractor under the Contract due to a force majeure occurrence:

- a. OTDA may purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State, or
- b. The Contractor will provide OTDA with access to Products first in order to fulfill orders placed before the force majeure event occurred. OTDA agrees to accept allocated performance or deliveries during the occurrence of the force majeure event.

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

Notwithstanding the above, at the discretion of OTDA where the delay or failure will significantly impair the value of the Contract to the State or OTDA, OTDA may terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, OTDA reserves the right, in its sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss to the Contractor. In the event of a dispute between the Contractor and OTDA, such dispute shall be resolved in accordance with OTDA Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from performing in accordance with the Contract as changed.

23. CONTRACT INVOICING

Contractor shall provide complete and accurate billing invoices to OTDA in order to receive payment. Billing invoices submitted to OTDA must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer.

Contractor shall provide, upon request of OTDA, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in a commercially reasonable manner as requested by OTDA. OTDA may direct the Contractor to provide the information to the State Comptroller.

24. PROMPT PAYMENTS

- a. **By OTDA.** The required payment date by the State shall be 30 calendar days, excluding legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law Section 179-f(2) and 2 NYCRR Part 18. The payment of interest on certain payments due and owed maybe made in accordance with State Finance Law Sections 179-d et seq. and the implementing regulations(2 NYCRR § 18.1 et seq.).
- b. **By Contractor.** Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

25. REMEDIES FOR BREACH

OTDA may exercise all rights and remedies available under the Contract, and those available at law or in equity, the event of breach including but not be limited to the following:

- a. **Cover/Substitute Performance** In the event of Contractor's material, uncured breach, OTDA may, with or without issuing a formal Solicitation: (i) purchase from other sources; or (ii) if OTDA is unsuccessful after making reasonable attempts, under the circumstances then-existing, to timely obtain acceptable replacement goods, services or technology of equal or comparable quality, acquire acceptable replacements of lesser or greater quality. Such purchases may be deducted from the Contract without penalty or liability to the State.

b. Withhold Payment, Assess Liquidated damages or Require a Corrective Action Plan, in accordance with Appendix O - SERVICE LEVELS AND PERFORMANCE STANDARDS.

c. Reimbursement of Costs Incurred Contractor agrees to reimburse OTDA promptly (or deduct from an invoice) any and all additional costs and expenses incurred for acquiring acceptable replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, OTDA may obtain replacement Product temporarily and the cost of the replacement Product shall be deducted from the Contract quantity without penalty or liability to the State.

d. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by OTDA from payments due, or to become due, the Contractor. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to OTDA the amount of such claim or portion of the claim still outstanding, on demand.

e. Waiver of Breach No term or provision of the Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by a party to, or waiver of, a breach under the Agreement shall not constitute or consent to, a waiver of, or excuse for any other, different or subsequent breach.

26. ASSIGNMENT OF CLAIM

Contractor hereby assigns to the State any and all claims for overcharges associated with this Contract that may arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of New York, General Business Law Section 340, et seq.

27. INDEPENDENT CONTRACTOR

It is understood and agreed that the legal status of the Contractor, its Subcontractors, agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of OTDA, and therefore are not entitled to any of the benefits associated with such employment.

28. COOPERATION WITH THIRD PARTIES

The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of OTDA, as necessary to ensure delivery or performance of Services.

29. WARRANTIES

Contractor shall indemnify OTDA and hold OTDA harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein. Contractor shall provide OTDA with appropriate documentation indicating the vesting of such rights in Contractor, and/or the right to transfer such rights, as requested by OTDA.

a. Product Performance and Warranty Contractor hereby warrants and represents that the Products acquired under this Contract conform to the manufacturer's specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products. Contractor warrants and represents that the Products furnished by or through Contractor, whether specified and furnished individually or as a system, shall be substantially free from defects in material and workmanship during the Contract Term, and conform to all requirements of the Contract. Unless recycled, recyclable, or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable, or Recovered Materials clause, Product offered shall be standard new equipment, current model, or most recent release of regular stock product with all parts regularly used with the type of equipment offered. Contractor further warrants and represents that no component or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. Contractor shall not be responsible for any modification of the Products made by OTDA without Contractor's approval.

b. Virus Warranty Contractor represents and warrants that any Product acquired under the Contract by OTDA does not contain any known Viruses. Contractor is not responsible for Viruses introduced at OTDA's Site.

- c. Date/Time Warranty** Contractor warrants that Product furnished pursuant to this Contract shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.
- d. Qualification Warranty** Contractor warrants that it and any subcontractors it utilizes in the performance of the Services are qualified and licensed to do business in the State of New York. Contractor also warrants that it has the corporate authority to perform all duties required of it by the Agreement.
- e. Administration Warranty** Contractor warrants that it shall maintain an adequate administrative organizational structure sufficient to discharge its Contract responsibilities.
- f. Price Protection Warranty** Contractor warrants that the Agreement's prices and warranties are comparable to or better than the equivalent terms being offered by the Contractor to other State government customers using similar scope and volume of services under like terms and conditions. If, during the Term of this Agreement, the Contractor enters into an agreement with any other State government customer that offers better prices and warranties for similar services, OTDA may amend the Agreement to reflect such superior pricing or warranty terms.
- g. Workmanship Warranty** Contractor warrants that the Services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with the applicable industry standards, if any.
- h. Survival of Warranties** All warranties contained in this Contract shall survive the termination of this Contract.
- i. Prompt Notice of Breach** OTDA shall notify the Contractor in writing of any claim of breach of any warranty provided herein.
- j. Security** Contractor warrants, covenants and represents that, in the performance of the Contract, Contractor, its agents, and employees will comply fully with all security procedures of OTDA set forth in the Contract or otherwise communicated in advance to the Contractor including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

The warranties set forth herein are in addition to all other warranties in the Agreement, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

30. LEGAL COMPLIANCE

Contractor represents and warrants that it shall comply with all applicable laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any extensions thereof Contractor must establish to the satisfaction of OTDA that it substantially meets or exceeds all requirements of the Solicitation and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by OTDA. Failure to comply or failure to provide proof may constitute grounds for OTDA to terminate or suspend the Contract, in whole or in part, or to take any other action deemed necessary by OTDA. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

31. INDEMNIFICATION

Contractor shall be fully liable for its actions and those of its agents, employees, or Subcontractors and shall fully defend, indemnify and hold OTDA harmless from suits, actions, proceedings, claims, losses, damages, and costs (including reasonable attorney fees) of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation; provided, however, that the Contractor shall not be obligated to indemnify OTDA for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of OTDA. The Contractor shall also defend, indemnify and hold OTDA harmless from suits, actions, proceedings, claims, losses, damages, and costs (including reasonable attorney fees) of every name and description which is occasioned in whole or in part by negligence, willful misconduct, or failure to perform in connection with the performance of the Agreement, and from all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the negligence, willful misconduct, or failure of

performance by the Contractor, its agents, employees, partners or Subcontractors in the performance of the Agreement and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Agreement or based on any libelous or otherwise unlawful matter contained in such data which is occasioned in whole or in part by negligence, willful misconduct, or failure to perform.

OTDA shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify OTDA, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against OTDA arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify OTDA and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of OTDA and attempt to secure a continuance to permit the State and OTDA to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and OTDA may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

Contractor shall also be liable to reimburse the OTDA or local districts for improperly disbursed support payments when such improper payments are made due to business errors of the Contractor or are otherwise attributable to the Contractor's negligent or willful failure to adhere to the Centralized Operations performance standards, Documentations, and specifications under the Agreement, or State or Federal laws or regulations.

32. INDEMNIFICATION RELATING TO INFRINGEMENT

The Contractor shall defend, indemnify and hold OTDA harmless from all suits, actions, proceedings, claims, losses, damages, and costs of every name and description (including reasonable attorney fees), relating to a claim of infringement of a patent, copyright, trademark, trade secret or other proprietary right provided such claim arises solely out of the Products as supplied by the Contractor, and not out of any modification to the Products made by OTDA or by someone other than Contractor at the direction of OTDA without Contractor's approval; provided, however, that the Contractor shall not be obligated to indemnify OTDA for any claim, loss or damage arising hereunder to the extent caused by the negligent act, gross negligence or willful misconduct of OTDA.

OTDA shall give Contractor: (i) prompt written notice of any action, claim or threat of suit alleging infringement, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

If usage of a Product shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for OTDA the right to continue usage (ii) to modify the service or Product so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace such Product, as applicable, with non-infringing Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided that OTDA is given a refund for any amounts paid for the period during which usage was not feasible.

In the event that an action or proceeding at law or in equity is commenced against OTDA arising out of a claim that OTDA's use of the Product under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall

immediately notify OTDA and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of OTDA and attempt to secure a continuance to permit the State and OTDA to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and OTDA may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

The OTDA's Centralized Operations have been designed and operated in compliance with applicable provisions of Title IV-D of the Social Security Act (Public Law 96-347) and implementing regulations at 45 CFR 301-310 and 45 CFR Part 74. The regulations, as amended and guidelines to these regulations applicable to performing the Centralized Operations are to be considered part of the Agreement. Regulations at 45 CFR 304 provides for Federal Financial Participation (FFP) to the State for development and operation of the Centralized Operations. If, through the improper or negligent actions of the Contractor, its officers, agents or employees or subcontractors, Federal approval of the present OTDA Contract is rescinded, or Federal approval is not granted for any enhancements to the OTDA Centralized Operations because of failure to meet Federal requirements, the Contractor shall indemnify the OTDA for the difference between the amount of FFP which would have been received by the OTDA under 45 CFR 304, and the amount actually received.

33. LIMITATION OF LIABILITY

Except as otherwise set forth in the Contract, the limit of liability shall be as follows:

- a. Contractor shall be jointly and severally responsible and liable for the actions of its agents, employees, or Subcontractors, for direct damages arising from the Agreement, Contractor's liability for any claim, loss or liability arising out of, or connected with the Services whether based upon breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in an amount equal to two (2) times the total "not to exceed" value of the Contract for the entire Contract Term (including the value of extensions if any), as indicated in the State Financial System.
- b. Notwithstanding the above, neither the Contractor nor OTDA shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by OTDA, the Contractor, or by others.

34. DISPUTE RESOLUTION PROCEDURES

Policy - It is the policy of OTDA to provide an opportunity to resolve disputes pertaining to the Services. Interested parties are encouraged, but not required, to seek resolution of disputes through consultation with OTDA staff through the Informal Dispute Resolution Process described herein, prior to filing a Formal Dispute. All Informal and Formal Disputes will be accorded full, impartial and timely consideration.

Dispute Resolution Procedures

a. Informal Dispute Resolution Process

- i. In the event there is a dispute, OTDA and Contractor agree to exercise best efforts to resolve the dispute as soon as possible. The Contractor and OTDA shall, without delay, continue to perform their respective obligations under the Contract.
- ii. In the event OTDA is dissatisfied with the Contractor's Product(s) provided under the Contract, then OTDA shall notify the Contractor of such in writing pursuant to the terms of the Contract. In the event the Contractor has any disputes with OTDA, the Contractor shall notify OTDA in writing. If either party notifies the other of a dispute, then the other party shall make good faith efforts to solve the problem or settle the dispute amicably, including meeting with the party's representatives to attempt to diligently reach a satisfactory result through negotiation.
- iii. If negotiation between the Contractor and OTDA fails to resolve any such dispute to the satisfaction of the parties within 14 business days of such notice, or as otherwise agreed to by the Contractor and OTDA, the matter shall be submitted to OTDA's Director of the Bureau of Contract Management (the Director). The Director shall attempt in good faith to resolve the dispute within the next 14 business days or as otherwise agreed to by the parties. The Director shall then send a written notification to the Contractor, memorializing the good faith effort. This attempt must be held before either party may seek any other method of dispute

resolution, including judicial or governmental resolutions. Notwithstanding the foregoing, this section shall not be construed to prevent either party from seeking and obtaining temporary equitable remedies, including injunctive relief.

b. Formal Dispute Process

- i. Submission of Formal Disputes - A Formal Dispute must be filed by mail and email to the person specified in the Solicitation or Agreement to receive receipt of notifications. The notification must include a detailed statement of the legal and/or factual grounds for the Formal Dispute, relevant documents, a statement as to the form of relief requested, and any other pertinent information relating to the dispute.
- ii. A Formal Dispute must be filed within 20 business days after the Contractor and OTDA failed to reach resolution through the Informal Dispute Resolution Process.

c. Agency Response to Dispute

- i. The Director will consider all information relevant to the Formal Dispute and may require the Contractor to meet or participate in a conference call with OTDA to discuss the Formal Dispute when, in the Director's sole judgment, circumstances so warrant.
- ii. The Director shall send a formal dispute determination to the Contractor.

d. Appeals Should the Contractor be dissatisfied with the Director's Formal Dispute determination, a written appeal may be filed with the Division of Legal Affairs, by regular mail, using the following mailing information:

General Counsel
Division of Legal Affairs, Floor 16
Office of Temporary and Disability Assistance 40 North Pearl Street
Albany, NY 12243

Written notice of appeal of a determination must be received at the above address no more than 10 business days after the date the Formal Decision by the Director is received by the Contractor.

The General Counsel shall review and make a final determination on all appeals or may designate a person or persons to act on his/her behalf. The final determination on the appeal shall be issued within 20 business days of receipt of the appeal.

An appeal of the decision of the Director shall not include new facts and information unless requested in writing by the General Counsel. The decision of the General Counsel shall be a final and conclusive agency determination.

The parties hereby specifically agree that any and all reports rendered through this procedure shall be admissible as evidence in any court action taken with respect to the matter. Pending conclusion of any dispute or disagreement by whatever procedure, the construction placed upon the Agreement by the OTDA shall govern operation thereunder and the Contractor and the OTDA shall continue to perform under the Contract.

35. PROCEDURE FOR PROTESTS/APPEALS OF BID SPECIFICATIONS

a. Formal Written Protests Final agency decisions or recommendations for award generally may be reconsidered only in the context of a formal written protest as described below. Any Offeror or prospective Offeror who believes that there are errors or omissions in the procurement process or who otherwise has been aggrieved in the drafting or issuance of this Solicitation, may present a formal complaint to OTDA and request administrative relief concerning such action ("formal protest"). A formal protest must be submitted in writing to OTDA, by ground mail, except where alternate arrangements have been made, to the:

Director, Bureau of Contract Management 40 North Pearl Street, 12th Floor, Section D, Albany, NY 12243.

A formal protest must include a statement of all legal and/or factual grounds for disagreement with an OTDA specification or purchasing decision including a contract award; a description of all remedies or relief requested; and copies of any and all applicable supporting documentation.

b. Deadline for Submission of Formal Protests for Errors or Omissions in the Procurement Process OTDA must receive formal protests concerning errors, omissions or prejudice, including patently obvious errors

in the Solicitation or Specifications, at least 10 calendar days before the Bid Submission Date.

- c. **Deadline for Submission of Formal Protests of Contract Award** OTDA must receive a formal protest concerning a contract award within 10 business days of the issuance of notice of contract award or receipt of a non-select letter by an Offeror to:

Director, Bureau of Contract Management 40 North
Pearl Street, 12th Floor, Section D,
Albany, NY 12243

- d. **Review and Final Determination of Protests** - Protests will be resolved through written correspondence. However, the protester may request a meeting to discuss a formal protest or OTDA may initiate a meeting on its own accord, at which time the participants may present their concerns. Either the protester or OTDA may decline such a meeting. The Director of BCM may designate an OTDA employee ("designee") to determine and undertake the initial resolution or settlement of any protest. The Director of BCM or his/her designee will conduct a review of the records involved in the protest, including, but not limited to: (a) the evaluation team's reports and recommendations; (b) the materials presented by the protesting party and/or (c), any materials required of or submitted by other Offerors. If necessary, the Director of BCM or the designee shall consult with OTDA's Counsel's Office; and prepare a protest decision. A copy of the protest decision, stating the reason(s) upon which it is based and informing the protester of the right to appeal an unfavorable decision to the OSC shall be sent to the protester or its agent within 45 calendar days of receipt of the protest, except that upon notice to the protester such period may be extended. The protest decision will be recorded and included in the procurement record, or otherwise forwarded to the OSC upon issuance.
- e. **Appeals** Upon receipt of OTDA's protest decision, a protester has 10 business days to file an appeal of the determination with the OSC, Bureau of Contracts. The appeal must be filed with:

Director of the Bureau of Contracts at bidprotests@osc.state.ny.us or Bureau of Contracts New York
State Office of the State Comptroller 110 State Street, 11th Floor
Albany, NY 12236

The protester's appeal must contain an affirmation in writing that a copy of the appeal has been served on OTDA, the successful bidder (except where the contracting agency upholds the protest and the successful bidder is the appealing party), and any other party that participated in the protest. In its appeal, the interested party shall set forth the basis on which it challenges OTDA's determination. The OSC Bureau of Contracts will conduct a formal review and issue its determination of the appeal in accordance with its established policy and procedures.

- f. **Reservation of Rights and Responsibilities of OTDA** - OTDA reserves the right to waive or extend the time requirements for protest submissions, decisions, and appeals herein prescribed when, in its sole judgment, circumstances so warrant to serve the best interests of the State and OTDA. If OTDA determines that there are compelling circumstances, including the need to proceed immediately with the Contract award in the best interest of the State, then these protest procedures may be suspended, and such decision shall be documented in the procurement record. OTDA will consider all information relevant to the protest, and may, at its discretion, suspend, modify, or cancel the protested procurement action including solicitation of bids or withdraw the recommendation of Contract award prior to issuance of a formal protest decision.
- g. **Procurement Activity Prior to Final Protest Determination** Receipt of a formal bid protest shall not stay action on a procurement unless otherwise determined by OTDA. If a formal protest or appeal is received by OTDA on a recommended award prior to the underlying Contract being forwarded to the OSC, notice of receipt of the protest and appeal must be included in the procurement record forwarded to the OSC. If a final protest decision or final decision on appeal has been reached prior to transmittal to the OSC, a copy of the final decision must be included in the procurement record and forwarded with the recommendation for award. If a final protest decision is made after the transmittal of a bid package to the OSC, but prior to the OSC approval under State Finance Law § 112, a copy of the final OTDA decision shall be forwarded to the OSC when issued, along with a letter either: a) confirming the original OTDA recommendation for award and supporting the request for final § 112 approval, b) modifying the proposed award recommendation in part and supporting a request for final § 112 approval as modified; or c) withdrawing the original award recommendation.

h. Record Retention of Bid Protests All records related to formal Offeror protests and appeals shall be retained for at least one (1) year following resolution of the protest. All other records concerning the procurement shall be retained according to the statutory requirements for records retention.

36. NO PRESUMPTION AGAINST DRAFTER

Each of the parties hereto has jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement.

37. NO CONFLICT

The Contractor warrants and affirms that the terms of the Agreement do not violate any agreements to which it is a party and that its other contractual obligations will not adversely influence its capabilities to perform under this Agreement.

38. AVAILABILITY OF OTDA RESOURCES

No aspect of Contractor's performance under the Agreement will be contingent upon OTDA or State personnel or the availability of OTDA or State resources with the exception of (a) all actions required of the Contractor specifically identified in this Agreement as requiring OTDA approval, policy decisions, or policy approvals; (b) exceptions specifically stated in the Agreement; or (c) the normal cooperation which can be expected in such a contractual relationship.

39. OWNERSHIP/TITLE TO CUSTOM PRODUCTS/PROGRAMMING DELIVERABLES

When Product is to be used by OTDA on a licensed basis, OTDA rights regarding Software, Documentation, and related items are as follows:

Existing Materials – Title and ownership to existing Products delivered by Contractor shall remain with the Contractor or its Subcontractor(s). Existing Materials that are normally commercially distributed on a license basis by the Contractor or passed to OTDA through Contractor from other Third-Party vendors ("Existing Materials"), shall remain with Contractor or the Third-Party vendor. In the event Existing Materials are to be used by OTDA, then they shall be licensed to OTDA in accordance with the Contractor or Third-Party vendor's standard license agreement; provided, however, that such standard license, must, at a minimum: (a) grant OTDA, its agents, and contractors a non-exclusive, paid-up license to use, execute, reproduce, display, perform, distribute and merge the Product within OTDA's business enterprise during the Contract Term to fully effect the business purposes stated in the Agreement; and (b) recognize OTDA as a licensee during the Contract Term. Where these rights are not otherwise covered by the Third-Party vendor's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense for OTDA's use, if necessary. OTDA shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this clause.

Custom Materials – The Contractor understands and agrees that all software or applications, including both source and object code, manual procedures, operating plans and procedures, documentation, data, records, and other items created by the Contractor in the performance of the Services for OTDA (the Custom Materials) are owned without qualification by the OTDA, and that such ownership of these materials must continue in and remain in the OTDA unimpaired during the Contract Term, and subsequent to termination of the Agreement. The OTDA hereby grants the Contractor an irrevocable, perpetual, non-exclusive, worldwide, paid-up license to use, execute, copy, modify and prepare derivative works, reproduce, display and allow others to access the Custom Materials without cost.

Contractor also acknowledges that the title to Custom Materials including software enhancements, and deliverables identified in, and produced as part of this Contract, with Federal financial assistance must be provided to the U.S. Department of Health and Human Services (HHS) and at its request to other State agencies at no charge.

Contractor's Licensed Materials – The Contractor shall grant or obtain for the OTDA and the State, as needed by OTDA, a license to use Contractor's and any third party's software programs, or applications licensed, leased, owned, or purchased by the Contractor and used to perform Services under this Agreement (Licensed Materials) during the Contract Term. Any enhancements to, changes in, augmentation to, or creation of the Licensed

Materials for purposes of performing the Services solely for OTDA during the term of the Agreement, shall be owned by the OTDA.

Delivery of Custom Materials and Documentation – The Contractor shall deliver to the OTDA copies of the Custom Materials (including software source and object code), and associated documentation in such manner and at such times as requested by the OTDA. Such obligations by the Contractor and rights of the OTDA are not subject to limitation in any respect, including claim of proprietary right by the Contractor or failure to claim for the cost thereof. Computer programs and documentation submitted to the OTDA by the Contractor must be in a mutually agreeable format, which is deemed appropriate by industry standards.

Product Documentation – Contractor shall provide Product Documentation, necessary for OTDA's use, electronically to OTDA at no charge. If Product Documentation is made available to customers in hard copy, Contractor shall provide at no charge one hard copy. Contractor hereby grants to OTDA a non-exclusive, fully paid-up, royalty-free perpetual license in the Product Documentation to make, reproduce, and distribute, either electronically or otherwise, copies of the Product Documentation as necessary to enjoy full use of the Product in accordance with the Contract.

Product Technical Support & Maintenance – Maintenance shall include without additional cost, at a minimum, (i) the provision of error corrections, updates, revisions, patches, and upgrades to OTDA, and (ii) help desk assistance at no additional cost, either by toll-free telephone or on-line functionality.

40. INCIDENT NOTIFICATION

The Contractor must, within twenty-four (24) hours, notify the OTDA when the Contractor learns of any situation, which can be reasonably expected to adversely affect any or all of the Centralized Operations. The Contractor must provide the OTDA with a description of the situation and a recommendation for a resolution. The Contractor must immediately notify the OTDA's Director of Child Support Services, the OTDA DCSS State Disbursement Unit Operations Bureau Manager and the NYCSPC Contract Manager Centralized Operations of any emergency requiring the initiation of the Disaster Recovery Plan to include but not limited to the use of the backup facility.

The Contractor must, within twenty-four (24) hours of receiving a request (verbal or written) from the OTDA, provide clarification, information, or error resolution involving any of the major functions performed by the Contractor unless a specific request is addressed separately herein.

41. NO THIRD-PARTY BENEFICIARIES

Nothing contained in the Agreement, expressed or implied, is intended to confer upon any person, corporation or other entity, other than the parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of the Agreement.

42. FEDERAL PROCUREMENT CLAUSES

All Contractors are required to comport with the following applicable requirements and to provide to OTDA any requested documents supporting such compliance, including if necessary, creating such supporting documentation. The Contractor shall include in all sub-awards documents at all tiers (including Subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) the language of this Section 40 Federal Procurement Clauses and shall ensure that all subcontracts shall certify and disclose as required by any federal requirements.

a. Equal Employment Opportunity

The Contractor understands and agrees to comply, when applicable, with the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." (2 CFR 200, Subpart F, Appendix II).

b. Clean Air and Federal Water Pollution Control Act

As applicable, Contractor understands and agrees to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Contractor shall report violations to OTDA and as necessary to the U.S. Department of Health and Human Services (HHS) and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II).

c. Byrd Anti-Lobbying Act

As a sub-client of OTDA, the Contractor understands and agrees to comply with the Federal requirements for certification and disclosure of Section 1352, Title 31 of the U.S. Code and implemented at 2 CFR 200, Subpart F, Appendix II. By signing this Agreement, the Contractor certifies that it will not use federally appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan funds covered by 31 U.S.C 1352. Contractor shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award.

The Contractor understands and agrees that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-clients shall certify and disclose accordingly. The Contractor shall comply with any requirements to provide OTDA with Federal lobbying reports to comply with this Anti-Lobbying Act. The Contractor may be liable for any civil penalty imposed upon OTDA for failing to make a required report.

d. Americans with Disabilities Act

28 CFR Part 35, Title II, Subtitle A prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

The Contractor shall ensure that the Services provided comply with the Americans for Disabilities Act (ADA), the Rehabilitation Act of 1973, as amended, State law, and implementing regulations.

All Contractor processing and operations sites must be in compliance with applicable building codes and the Americans with Disabilities Act.

e. Drug-Free Workplace

The Contractor shall comply with 41 U.S. Code § 8103, Drug-free workplace requirements in the provision of the Services. By signing this Agreement, the Contractor certifies that it will provide drug-free workplaces for its employees.

The Offeror agrees to make a good faith effort, on a continuing basis to maintain a drug-free workplace pursuant to applicable laws, rules, and guidelines, and identify all workplace locations where work under the Federal award will be performed. Since Federal entities will no longer collect a paper certificate, this may include the following:

- Notifying all Subcontractors of the Drug Free Workplace rules.
- Making conforming changes to internal procedures, directives, training materials, etc.
- Incorporating the new rules into Subcontractor monitoring practices.

f. Royalty Free Rights to Use Software or Documentation Developed

All documentation produced as part of the Agreement will become the exclusive property of OTDA. OTDA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such documentation and to authorize others to do so.

Contractor shall comply with 2 CFR 200.315 regarding OTDA's rights to the intangible property acquired under this Agreement.

g. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental or research work shall provide for the rights of the Federal government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any further implementing regulations

issued by HHS.

h. Debarment and Suspension

The Contractor certifies that the Contractor and its principals are not listed on the government wide exclusions in the System for Award Management (SAM). The Contractor by signing this Agreement further certifies that the Contractor and its principals are not suspended or debarred, as specified by the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. 189) and 12689(3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The Contractor also certifies by signing this Agreement that the Contractor and its principals are not ineligible under statutory or regulatory authority other than Executive Order 12549 pursuant to 2 CFR 200, Subpart F, Appendix II and 7 CFR Part 3017. Contractor shall complete and return in pursuit of such certification any appropriate form required by OTDA (see Federal Executive Order 12549 and 7 CFR Part 3017).

i. Title VI of the Civil Rights Act of 1964

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibit recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC § 2000d et seq.) as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made apart of this Contract (or Agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Contract or Agreement.

The Contractor shall include the above provision in each Subcontractor agreement within thirty (30) days of execution of this Contract.

j. Other federal requirements

The Contractor agrees to also comply with any applicable federal requirements such as, among others not listed above, the Copeland "Anti-Kickback Act" (18 USC 874 and 40 U.S.C 276c), the Davis-Bacon Act (40 U.S.C. 276a to a-7); and the Contract Work Hours and Safety Standards Act (40 U.S.C 327-333).

Appendix B-1

OTDA SECURITY AND CONFIDENTIALITY TERMS

Last Updated: January 2023

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The Security and Confidentiality Terms set forth in this Appendix B-1 are made part of the Agreement between OTDA and the Contractor.

1. DEFINITIONS

For purposes of this Appendix B-1 the following terms shall have the following meanings:

“Protected Information” means data or information to which the Contractor is given access which OTDA creates, receives, or maintains, which is, pursuant to federal and/or state laws, rules, regulations, policies or agreements, deemed confidential, personal, private and/or sensitive. Such data or information may be present or stored in any form or medium and includes, but is not limited to:

- a. Data or information obtained from sources outside of OTDA;
- b. Data or information maintained in and/or obtained from OTDA-owned applications, systems, networks and/or databases;
- c. Data or information identifying an individual, particularly where such disclosure could result in an unwarranted invasion of personal privacy;
- d. Computer codes or other electronic or non-electronic data or information, the disclosure of which could jeopardize the compliance stature, security or confidentiality of OTDA’s information technology solutions, applications, systems, networks or data;
- e. Any other material designated by OTDA as being “Confidential,” “Personal,” “Private,” or otherwise “Sensitive.”

“Authorized Persons” means the Contractor’s employees, subcontractors or other agents who are authorized and have a business justification to access Protected Information to enable Contractor to perform the services pursuant to the Agreement.

“Information Security Incident” means any allegation or suspicion held by or brought to the attention of an OTDA employee or Authorized Persons involving inappropriate or unauthorized access to, or disclosure of, Protected Information.

“Information Security Breach” means the unauthorized access by a non-Authorized Person of Protected Information as defined in New York State Information and Security Breach Notification Act (General Business Law Section 899-aa and 899-bb; State Technology Law Section 208).

“OTDA Contact” means the person or persons designated in writing by OTDA to receive Information security incident or Information security breach notifications.

“Continental United States (CONUS)” – the 48 contiguous States and the District of Columbia

“Follow the Sun” – Follow-the-sun is a type of global workflow in which tasks are passed around daily between work sites that

are many time zones apart. All helpdesk, online, and support services which access any Data must be performed from within CONUS. At no time will any Follow the Sun support be allowed to access Data directly, or indirectly, from outside CONUS.

2. DATA TO BE DISCLOSED

While a listing of specific data elements and/or information required to effectuate the Agreement may be more specifically set out in the solicitation, the obligations set out apply not only to such data elements and/or information but to all Protected Information, as defined herein.

3. PURPOSE OF DATA

Contractor represents that it is requesting and/or providing Protected Information solely for purposes specified in this solicitation. OTDA will release Protected Information to Contractor exclusively for this purpose. Contractor shall use the Protected Information only for the authorized purposes specified in this Agreement.

4. OWNERSHIP OF DATA

Contractor agrees that OTDA shall be deemed the “owner” of Protected Information disclosed by OTDA to Contractor under this Agreement including for purposes of complying with the requirements of General Business Law Section 899-aa and 899-bb.

5. DATA EXCHANGE DETAILS

Prior to OTDA’s sharing of any data pursuant to this Agreement, Contractor and OTDA shall work together to provide and establish a secure, encrypted (both in transit and at rest) method of data exchange for any transfer of such data which shall, at a minimum, comport with the standards set and required by the [New York State Chief Information Security Office](#) (NYS CISO) and, where required, any additional heightened compliance obligations applicable to and necessitated by the data involved in any such exchange. The NYS CISO’s office shall, as OTDA deems appropriate, be provided with details of such proposed method of exchange for review and approval. The Parties agree that they will work together to create and keep current a Technical Service Description, to be made part of this Agreement, which sets forth the details of the Protected Information which OTDA shall furnish to Contractor, including, at a minimum, the frequency of the disclosure, timing, technical details of the method of data exchange (including all relevant details), and the format of any response as between the Parties.

6. DATA PROTECTION

Safeguarding of Protected Information shall be an integral part of the business requirements and activities of the Contractor to ensure there is no inappropriate or unauthorized use or

exposure of Protected Information at any time. Contractor shall safeguard the confidentiality, integrity, and availability of Protected Information and comply with the following conditions:

- a. Implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure, or theft of Protected Information. Such security measures shall comply with industry best practices and shall, at a minimum, comply with those requirements set forth by the [NYS CISO](#), and must comply with all applicable state and federal law, rules, regulations, and policies.
- b. All Protected Information shall be encrypted at rest and in transit, in accord with, at a minimum, the standard set forth by the [NYS CISO](#), all applicable state and federal law, rules, regulations and policies and, as appropriate, industry best practices.
- c. At no time shall any Protected Information be copied, disclosed or retained by the Contractor for any purpose other than performing the services under this Agreement.
- d. Contractor and Authorized Persons shall not disseminate, use, or permit the dissemination or use of Protected Information in any manner not described in this Agreement without express prior written consent from OTDA.
- e. Host all Protected Information and maintain and implement procedures to logically segregate and secure Protected Information from Contractor's data and data belonging to the Contractor's other customers, including other governmental entities.
- f. All data center(s) used to perform the services under the resulting Contract must, at a minimum, meet or exceed Tier 3 standards for redundancy and resilience, which can be found at the Uptime Institute website.
- g. The contractor must carefully, thoroughly, and thoughtfully vet all software solutions and hardware used to verify that they are compliant with the requirements set forth by the [NYS CISO](#) and fulfill the compliance obligations for the protection of OTDA's Protected Information. This vetting process shall also extend to all software solutions and hardware used by Authorized Persons.

7. DATA SECURITY

Contractor shall immediately disclose its non-proprietary security processes and technical limitations to OTDA such that adequate protection for Protected Information is attained. At a minimum Contractor represents and warrants that the security requirements and processes shall comport with the security standards and protocols set by the [NYS CISO](#). In addition, the Contractor shall also comply with any state and/or federal laws, rules, regulations and/or policies that are applicable to the data being exchanged under this Agreement, including any heightened compliance obligations. The system and procedure that the Contractor will maintain for handling, storage, use, and destruction of Protected Information governed by this agreement will be sufficient to allow OTDA and/or their designee(s) to audit compliance with this Agreement.

8. DATA LOCATION

Contractor shall provide its services to OTDA and OTDA's end users solely from data centers physically located within the continental United States (CONUS), meaning the 48 contiguous States and the District of Columbia. Storage of Protected Information at rest shall be located solely in data centers in the United States. The Contractor shall not store, access, maintain, or process Protected Information on a mobile or portable device. The Contractor will store and maintain Protected Information in a place and manner that is physically secure from unauthorized access (e.g., locked cabinets or storage room) and will store and process electronic Protected Information in such a way that it will be secure from unauthorized access by any means.

9. CONTRACT AND DATA CENTER AUDIT

The Contractor shall allow OTDA and any other authorized government agency to audit the Contractor's compliance with the security procedures set forth in this section. Contractor shall perform an independent audit of its data centers which contain Protected Information at least annually, and provide OTDA a copy of such audit report. Any non-critical deficiencies identified in the audit report or where the Contractor is found to be noncompliant with Agreement safeguards must be remedied, within 90 days of the issue date of the audit report with proof of remediation provided to OTDA. Critical deficiencies must be immediately remedied within a timeframe that OTDA approves. The completion of these requirements is at the Contractor's expense with no additional cost to OTDA.

The contractor will maintain a formal policy and procedures for the handling, storage, use, and destruction of Protected Information governed by this Agreement which must be sufficient to allow OTDA and/or their designee(s) to audit compliance with this Agreement.

The contractor will permit OTDA, or their agent, to enter upon Contractor's premises at reasonable times to inspect and review their safeguards and procedures for protecting the confidentiality, privacy, security, and compliance of the Protected Information. The contractor will also cooperate with OTDA, or their agent, in connection with any request for access to staff, information, or material related to an OTDA confidentiality, privacy, security, or compliance review, audit, or monitoring visit.

The contractor will provide, at Contractor's expense, an independent third-party audit of all data center(s) used to perform the services under the resulting Contract showing no deficiencies. Thereafter on an annual basis, at the contractor's expense, a full version of the audit report will be provided to the State, within 30 days of the anniversary date of the Agreement. A Service Organization Control (SOC) 2 Type 2

audit report or approved equivalent sets the minimum level of a third-party audit.

10. ACCESS

The contractor will limit access to Protected Information to Authorized Persons who have a legitimate business justification for access to such data for the purposes described in this Agreement.

For Protected Information with heightened compliance requirements, including but not limited to Unemployment Insurance Benefit information, Federal Parent Locator Services information, Federal Tax information, and Social Security Association information, Contractor will provide a listing of such Authorized Persons to OTDA at intervals determined by OTDA. The contractor will ensure that this list is kept current with any additions, changes, or removal of Authorized Persons needing access.

Access to Protected Information by Authorized Persons shall be closely monitored by Contractor and shall be removed in the event such access is no longer justified by a legitimate business need or where the person separates from service. Such removal must be immediate but in no event later than the close of business on the date of the triggering event.

Notice of all such changes will be sent to:

OTDA General Counsel

40 North Pearl Street, 16C
Albany, New York 12243
(518) 474-9502
otda.GC.Notifications@otda.ny.gov

The contractor may not assign or subcontract the Agreement, its obligation or interest hereunder, without the express, written consent of OTDA. Any assignment or subcontract made without such consent will be null and void and will constitute grounds for immediate termination of the Agreement by OTDA.

Contractor expressly represents and agrees that it will not re-disclose Protected Information provided by OTDA under this Agreement to third parties, including contractors or subcontractors, without the prior, written approval from OTDA. Authorized Persons shall not disseminate, use, or permit the dissemination or use of Protected Information in any manner not provided for in this agreement without the express prior, written consent from OTDA.

The contractor will undertake precautions to limit access to disclosed Protected Information to Authorized Persons only. The contractor will adopt safeguards and procedures to limit dissemination only to authorized individuals with a legitimate business need/purpose related to the purpose of this project as set out in this Agreement.

11. TRAINING

The Contractor will ensure that all Authorized Persons who have access to any Protected Information for authorized purposes set forth in this Agreement have been instructed in a manner approved by OTDA regarding the confidential nature of the Protected Information, the safeguards required to protect such data, and the sanctions in applicable state, federal, and local laws, rules, regulations and/or policies for unauthorized disclosure of Protected Information. Contractor will annually sign an acknowledgement that all Authorized Persons with access to Protected Information have been instructed in a manner approved by and as set out above. Contractor will provide this acknowledgement upon request to OTDA and prior to the disclosure of any Protected Information hereunder and annually, as required, to continue the disclosure of Protected Information hereunder.

12. CONFIDENTIALITY AGREEMENTS

Contractor shall require Authorized Persons to sign a confidentiality and non-disclosure agreement provided by OTDA, found as Exhibit 1 below, in relation to access to Protected Information. Such signed agreements must be obtained prior to Authorized Persons commencing work. Contractor shall maintain such agreements for the duration of the audit period as set out in this Agreement and for the duration of any state, federal, and local laws, rules, regulations and policies applicable to the Protected Information being exchanged under this Agreement, whichever is longer, and shall provide them to OTDA upon request.

13. BACKGROUND INVESTIGATION AND FINGERPRINTING

Contractor shall have a written personnel security policy that ensures a background investigation is completed for any individual who will need access to perform his/her job duties to Protected Information with heightened compliance obligations. The policy will identify the process, steps, and timeframes for determining whether an employee may be granted access to such Protected Information. The results of the background check will be reviewed by the Contractor to determine whether the applicant is suitable for access to such Protected Information. Suitability is defined as having verified citizenship or residency and no prior criminal offense or offenses where the nature of the offense creates a risk of misuse of such Protected Information as defined within this Agreement. Written background investigation policies and procedures must be provided to OTDA for review and approval. Policies and procedures, as well as a sample of completed background investigations, must be available for inspection upon request by OTDA or its agents.

14. NOTIFICATION OF LEGAL REQUESTS

The Contractor shall immediately inform OTDA in writing upon receipt of any legal, investigatory, or other mode or method of demand (including but not limited to FOIL or FOIA requests,

electronic discovery, litigation holds, and discovery searches) for access to Protected Information that is not otherwise authorized under this Agreement and shall take and vigorously pursue all necessary legal action to prevent any disclosure including, but not limited to, moving to quash subpoenas issued for such information. The Contractor will keep OTDA's General Counsel fully and timely notified of all developments related to such legal actions and their response thereto, and provide appropriate, robust legal assistance as may be required, as requested by OTDA. The notification shall be directed to:

OTDA General Counsel
40 North Pearl Street 16 C
Albany, NY 12243
(518) 474-9502
otda.GC.Notifications@otda.ny.gov

15. REPORT OR PUBLICATION

Contractor will ensure that any study, report, publication, or other disclosure for which Protected Information shared by OTDA is the basis and which is permitted under this Agreement is limited to the reporting of aggregate, de-identified data, which means it will not contain any information that might lead to the identification of a private person or entity. OTDA shall have the right to review and approve any such study, report, publication, or other disclosure prior to disclosure or publication.

16. RETURN/DESTRUCTION OF PROTECTED INFORMATION

In the event of termination or expiration of the Agreement, Contractor shall immediately implement an orderly return of all Protected Information, whether in digital or any other form, in a mutually agreeable format at a time agreed to by the parties and/or at the direction of OTDA. Thereafter, the Contractor shall, unless otherwise advised in writing by OTDA, immediately destroy and/or sanitize, as appropriate to the medium, such data and any extracts, copies, or backups of same thoroughly and irretrievably. The method for the sanitization of data shall, at a minimum, comport with the standards set by the [NYS CISO](#) for the sanitization of data. Contractor shall thereafter certify in writing and provide proof that these actions have been completed within 30 days of termination or expiration of this Agreement or within seven days of the request of an agent, employee or officer of OTDA, at the discretion of OTDA. The Contractor will not make, retain, copy, duplicate, or otherwise use any copies of Protected Information after completion of the purpose for which the data disclosed is served without prior written permission from OTDA.

17. DATA RETENTION

Notwithstanding any other obligation under this Agreement, Contractor agrees that it will preserve the Protected

Information in a manner that complies with all applicable federal, state and local laws, rules, regulations, and policies for the purposes of ensuring applicable data records retention obligations are met.

18. COMPLIANCE WITH INFORMATION SECURITY BREACH NOTIFICATION ACT AND OTHER LAWS

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Protected Information does and will comply with all applicable federal, state and local privacy, confidentiality, security, data protection and compliance laws, rules, regulations, policies, and directives. Contractor warrants that it will comply with the applicable New York State Information and Security Breach Notification Act and the SHIELD Act (General Business Law Section 899-aa and 899-bb; State Technology Law Section 208). The contractor ensures that it and all Authorized Persons will be in compliance with the aforementioned state, federal, and local laws, rules, regulations, policies, and directives.

19. VULNERABILITY SCANNING

The contractor must perform appropriate and required environment vulnerability scanning in accordance with Industry best practices and standards. The contractor must address all high and medium vulnerabilities found during scanning in a reasonable timeframe as agreed upon with OTDA.

OTDA, through ITS, will have the option to perform application scanning and web server scanning, as needed. The contractor must address all high and medium vulnerabilities found during scanning in a reasonable timeframe as agreed upon with OTDA.

When software vulnerabilities are revealed and addressed by a vendor patch, the Contractor will obtain the patch from the applicable vendor and categorize the urgency of application as either "critical" or "non-critical" in nature. The determination of the critical versus non-critical nature of patches is solely at the reasonable discretion of OTDA in consultation with ITS and Contractor. The contractor will apply all critical security patches, hotfixes, or service packs as they are tested and determined safe for installation after consultation with OTDA and ITS.

20. INFORMATION SECURITY INCIDENT AND INFORMATION SECURITY BREACH

If the Contractor or any Authorized Person becomes aware of or has knowledge of either any potential Information Security Incident (Security Incident) or Information Security Breach (Security Breach), then the Contractor shall within 30 minutes of becoming aware or having knowledge of any potential Security Incident or Security Breach, notify the OTDA contact listed below of the Security Incident or Security Breach via the email address noted, and OTDA will direct what further action

is necessary for response to the same. At such time, Contractor shall provide OTDA with the name and contact information for an employee of Contractor who shall serve as Contractor's primary security contact and shall be available to assist OTDA 24 hours a day, seven days per week, in keeping OTDA fully and timely notified of all developments relating to any such potential or actual Security Incident or Security Breach utilizing the following contact information:

OTDA General Counsel
40 North Pearl Street 16 C
Albany, NY 12243
(518) 474-9502
otda.GC.Notifications@otda.ny.gov

Should an Information Security Incident or Security Breach occur, immediately following the requisite notification to OTDA, Contractor shall 1) promptly investigate and utilize best efforts and IT industry best practices to determine the cause(s) of same and devise a proposed resolution and report the cause(s) and suggested remedies to OTDA; (2) promptly implement necessary remedial measures as OTDA deems necessary; (3) document responsive actions taken, including any post-incident review of events and actions taken to make changes in business practices to prevent similar instances in the future; 4) provide reports within the timeframes as requested by OTDA; 5) promptly notify OTDA of the steps taken to prevent similar instances in the future ; and 6) take any other action as may be directed by OTDA.

Notification and Assistance to Affected Persons.

Contractor shall be responsible for:

- a. Promptly notifying individuals whose Protected Information was compromised by an Information Security Breach ("Affected Persons") or, as OTDA deems appropriate, an Information Security Incident. The contractor is to first seek consultation and receive authorization from OTDA prior to issuing such notifications. OTDA shall approve the content of and the method by which such notifications must be provided (e.g., regular mail, e-mail, and/or website posting);
- b. If requested by OTDA and/or required by law, provide credit monitoring services, identity theft consultation and restoration, identity theft insurance, public records monitoring, toll free number and call center, payday loan monitoring, and any other services deemed reasonably necessary by OTDA to Affected Persons for a minimum of one year or longer, as determined by OTDA, (together referred to as "Affected Persons Assistance");
- c. Costs. The Contractor shall bear all costs associated with providing Affected Persons Assistance. OTDA may reduce any Contractor invoice by an amount attributable to the Contractor's failure to satisfactorily provide Affected Persons Assistance.

21. BUSINESS CONTINUITY AND DISASTER RECOVERY

The Disaster Recovery system shall be accessible by all users 24 hours a day, seven days a week, 365 days a year and available 99.982% of the time (uptime) per month and must not be rendered inoperable for any longer period for the purposes of maintenance, upgrades or hardware additions. OTDA will work with the Contractor to provide a listing of all essential functions related to the Agreement that must be sustained and maintained for the duration of the agreement. The Contractor shall have no less than one redundant data centers separated by at least 100 miles and on separate network fiber and separate power grids.

Contractor shall failover application to alternate hardware to perform planned maintenance, patches, code revisions, etc. to one instance, thoroughly test, then switch back to the upgraded instance before repeating the planned maintenance, patch, code revision, etc. on the second instance.

The contractor will provide OTDA with a business continuity and disaster recovery plan. This plan will include detailed precautions to minimize the effects of any disaster or interruption of service so that OTDA can rapidly continue to operate and resume mission-critical functions. OTDA will work with the Contractor to provide an analysis of business processes and continuity needs. The contractor will provide technical support staff with the skills required to interface with OTDA's application, network, hardware, and software during planning and preparation for disaster recovery and business continuity testing and/or during any declaration of an actual disaster. Minimum recovery time objective (RTO) and recovery point objective (RPO) will be determined by OTDA.

22. SUSPENSION/TERMINATION

OTDA agrees to provide Protected Information pursuant to this Agreement subject to the representations and agreements by the Contractor contained in this document. OTDA will suspend the Agreement and the further disclosure of any Protected Information hereunder if: (i) Contractor fails to comply with any provision of this Agreement or (ii) OTDA General Counsel believes in good faith that the Contractor has violated its obligations to maintain the confidentiality, privacy, security and/or compliance status of such data or limit properly limit dissemination of such data. Such suspension will continue until corrective action, approved by OTDA, has been taken. In the absence of prompt and satisfactory corrective action, OTDA may, at its sole discretion, terminate the Agreement. Upon termination, the Contractor must immediately return all Protected Information obtained by the Contractor or Authorized Persons under the Agreement pursuant to the terms and conditions of the Return/Destruction of Protected Information section within this Agreement.

23. GENERAL TERMS

In addition to suspension or termination of the Agreement as provided herein, OTDA reserves the right to undertake, without limitation, any other action under the Agreement, or state or

federal law, rule, or regulation, to enforce the Agreement and secure satisfactory corrective action and/or return and/or destruction of the Protected Information furnished hereunder, including seeking damages, penalties, and restitution from Contractor or its affiliates as permitted under law.

The Contractor's and Authorized Person's confidentiality and related assurances and obligations hereunder shall survive the termination or expiration of the Agreement.

24. ASSIGNMENT OR SUBCONTRACTING

The Contractor may not assign or subcontract the obligations or interests outlined in this Section of this Agreement, without

the express, prior written consent of OTDA. Any assignment or subcontract made without such consent will be null and void and shall constitute grounds for immediate termination of the Agreement by OTDA.

25. CLOUD COMPUTING PROVISIONS

All privacy, confidentiality, security and compliance requirements set out in this Agreement shall apply to any cloud computing solution proposed for use by the Contractor to accomplish any obligation under this Agreement.

Exhibit 1

CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

With regard to my work with _____(Requestor)

I, _____ am:

(INDIVIDUAL's name)

- an employee of Requestor
- a volunteer with Requestor
- a contractor of Requestor
- an employee of a contractor of Requestor
- a volunteer with a contractor of Requestor
- a subcontractor to a contractor of Requestor
- an employee of a subcontractor to Requestor
- a volunteer with a subcontractor to Requestor

and;

A. Access or Exposure Protected Information In General

I understand that as part of performing my duties as an employee, volunteer, contractor or subcontractor I may have access to, see or hear "Protected Information," which, for purposes of this agreement, shall include, but not be limited to:

1. Data or information obtained from sources outside of OTDA, such as Federal Tax Information (FTI); Federal Parent Locator Services (FPLS) information; Unemployment Insurance Benefit (UIB) information; Social Security Administration (SSA) information; and, Medicaid (MA) information.
2. Data or information maintained in and/or obtained from OTDA-owned applications, systems, networks and/or databases, including but not limited to: Welfare Management System (WMS); Child Support Management System (CSMS); Automated State Support Enforcement and Tracking System (ASSETS); Benefits Issuance Control System (BICS); Cognos; Computer Output to Laser Disk (COLD) report system; and/or the Commissioner's Dashboard.
3. Data or information identifying an individual, particularly where such disclosure could result in an unwarranted invasion of personal privacy. Such data or information may include, but is not limited to: home addresses; telephone numbers; Social Security numbers; client identification numbers; payroll information; financial information; health information; and/or, eligibility and benefit information;
4. Computer codes or other electronic or non-electronic data or information, the disclosure of which could jeopardize the compliance stature, security or confidentiality of OTDA's information technology solutions, applications, systems, networks or data;

5. Non-final OTDA policy or deliberative data or information related to the official business of OTDA;
6. Data or information which is not otherwise required to be disclosed under the NYS Freedom of Information Law;
7. Any other material designated by OTDA as being “Confidential,” “Personal,” “Private” or otherwise “Sensitive.”

I acknowledge and agree that all Protected Information (oral, visual or written, including both paper and electronic) which I see or to which I have access shall be treated as strictly confidential and shall not be released, copied or otherwise re-disclosed, in whole or in part, unless expressly authorized by the New York State Office of Temporary and Disability Assistance (OTDA).

I understand and agree that access to and the use of Protected Information obtained in the performance of my duties shall be limited to purposes directly connected with such duties, unless otherwise provided in writing by OTDA. When access to such information or data also results in access to Protected Information or data beyond that which is necessary for the purpose for which access was granted, I agree to access only that Protected Information needed for the purpose for which access was given.

When I no longer require the use of or access to such Protected Information, whether because of termination of employment, reassignment of job duties or otherwise, I agree that I will not access or attempt to access any Protected Information, including, but not limited to any Protected Information in State systems or other sources, to which I have been given access. I will return any and all reports, notes, memoranda, notebooks, drawings, data and other Protected Information developed, received, compiled by or delivered to me in order to carry out my functions or which may be in my possession, regardless of the source of the Protected Information. Any Protected Information not returned will be catalogued, and thereafter securely scrubbed, shredded, or otherwise disposed of in accordance with New York State EISO policies [<http://www.its.ny.gov/tables/technologypolicyindex>].

I understand that federal and State law and regulation prohibit the release or disclosure of such Protected Information, in whole or part. I acknowledge and hereby agree that I will not copy, re-disclose or otherwise share Protected Information in whole or in part in any form to anyone unless I am expressly directed to do so by my supervisor and such disclosure complies with applicable federal and State law and regulation. I further understand that if I am unsure as to what information is confidential, I will immediately, and prior to any such access, use, or re-disclosure, consult with OTDA or my supervisor.

I will safeguard, and will not disclose to unauthorized parties, any user name and/or password that may be issued to me in furtherance of my access to the Protected Information unless authorized. I understand that my access to Protected Information may be revoked at any time if my responsibilities change, or for any other reason at the discretion and direction of OTDA, or my supervisor. Further, I will not facilitate access or disclosure of Protected Information to any unauthorized person or entity, whether by knowingly providing my user name and/or password or otherwise.

I will comply with all applicable Federal and State confidentiality, record security, compliance and retention laws, regulations, policies and procedures including, but not limited to, those set out in Attachment A.

I will immediately report to my supervisor any activities by any individual or entity that I have reason to believe may compromise the availability, integrity, security or privacy of the Protected Information. I will immediately notify OTDA and my supervisor of any request for Protected Information that does not come from an individual directly involved in the project.

I agree not to attach or load any hardware or software to or into any State or Requestor equipment unless properly authorized, in writing, to do so by OTDA. I will use only my access rights to, and will access only those systems, directories, and Protected Information authorized for my use by OTDA.

I will not use OTDA telecommunications, Internet, E-mail or other services or equipment for any illegal, disruptive, unethical or unprofessional activities, for personal gain, or for any purpose that could jeopardize the legitimate interests of the State or expose some or all Protected Information.

I agree not to knowingly take any actions that may intrude upon, disrupt or deny OTDA or Requestor services or the flow of any Protected Information.

I agree to store any Protected Information received in secure, locked containers or, where stored on a computer or other electronic media, in accordance with state and federal law and regulation, as well as OTDA's and New York State Office of Information Technology Services' (ITS) security policies that protects Protected Information from unauthorized disclosure.

I agree that no brochure, news/media/press release, public announcement, memorandum or other information of any kind regarding this Agreement or any Protected Information shall be disseminated in any way to the public, nor shall any presentation be given regarding this Agreement without the prior written approval of OTDA.

B. Access or Exposure to Information With Heightened Obligations:

I. Child Support Information

1. I acknowledge that, through attendance at a training program provided or approved by OTDA, I have been advised of the laws, regulations, policies, and rules governing use and disclosure of child support information, including federal information (as defined below) and agree to follow the same.
2. I will not access child support information on any system maintained by New York State for any purpose other than those permitted by law, including:
 - Actions necessary to establish paternity, establish, modify or enforce orders of child support or combined orders of child and spousal support.
 - The administration of the child support program, including data and systems management.
 - Verifying child support or combined child and spousal support payments to persons in Medicaid (MA), Temporary Aid to Needy Families (TANF) or Supplemental Nutrition Assistance Program (SNAP) households as part of an eligibility determination or recertification;
 - Obtaining information about child support orders and combined orders of child and spousal support for the purpose of administering the MA, TANF or SNAP program.
 - Investigation of fraud in the MA, TANF, or SNAP program.

3. I will not access any cases, accounts, files or screens except those necessary to perform my duties.
4. I understand that all child support information I have access to, whether in paper, electronic, or other format is confidential and may not be used or disclosed for any other purpose, or be released to any party, without prior written consent of the OTDA Division of Child Support Enforcement or (if employed by a social services district) the Coordinator of the child support unit of the social services district where I am employed, or the designee of either.
5. I understand that any access, use, or disclosure for any unauthorized purpose without prior written consent as set forth in paragraph 4 shall constitute a breach of confidentiality and may result in disciplinary proceeding, criminal charges, and/or civil liability.

NOTICE: Pursuant to Social Services Law 111-v, any person who willfully discloses or permits disclosure or release of Confidential Information obtained hereunder shall be guilty of a class A misdemeanor and shall be liable to any person who incurs damages due to said disclosure in a civil action.

II. Federal Information

1. For the purposes of this Agreement, “federal information” shall mean all information obtained through the Federal Parent Locator System (FPLS), including National Directory of New Hires (NDNH), and the Federal Case Registry (FCR). The FPLS is an automated national information system which locates employment, income, asset and home address information on parents in child support cases. The NDNH contains new hire (W-4), quarterly wage (QW) and unemployment insurance (UI) information on employees in both the public and private sector. The FCR collects and maintains records provided by state child support agency registries, which include abstracts of support orders and information from child support cases. This information must be safeguarded as required by state and federal rules whether in transmission or at rest, and in both electronic and paper form. Federal information must be protected from improper disclosure in accordance with state and federal rules regardless of where it is stored or displayed, including the Automated State Support Enforcement and Tracking System (ASSETS), the Child Support Management System (CSMS), and Computer Output to Laser Disk (COLD), or a local system. Federal information that has been independently verified is no longer federal information, but remains child support information subject to Section I, above.
2. I will not access federal information for any purpose other than those permitted by law, including:
 - Actions necessary to establish paternity, establish, modify or enforce order of child support or combined orders of child and spousal support.
 - The administration of the child support program.
 - Information obtained from the NDNH or FCR may be disclosed to agencies administering plans or programs under titles IV-A, IV-B, IV-D and IV-E of the federal Social Security Act for the purpose of assisting that program to carry out its responsibilities of administering title IV-A, IV-B, IV-D and IV-E programs.
 - Certain location and employment information from the FPLS may be disclosed to locate an individual for the purposes of establishing parentage or relative foster care under titles IV-B or IV-E of the federal social security act.

3. I acknowledge that paragraphs three through five in Section B, I above, apply to use, disclosure and safeguarding of federal information.

III. Federal Tax Return Information

I have read the quoted provisions of Section 6103, 7213, 7213A and 7431 of the Internal Revenue Code contained in Attachment B of this Agreement and I understand that Section 6103 of the Internal Revenue Code imposes strict confidentiality requirements on child support enforcement personnel who have or have had access to federal tax returns or return information and that Sections 7213, 7213A and 7431 of the Internal Revenue Code impose criminal and civil penalties for unauthorized inspection or disclosure of any tax return or return information. I further understand that:

1. All tax returns and return information which the Internal Revenue Service discloses to state and local child support enforcement agencies are confidential under the terms of Section 6103(a) of the Internal Revenue Code, and may not be disclosed by any officer or employee of any state or local child support enforcement agency or other person except as authorized by Internal Revenue Code;
2. All tax returns or return information which the Internal Revenue Service discloses to state and local child support enforcement agencies may be used only for purposes of and to the extent necessary in establishing and collecting child support obligations from, and locating, individuals owing such obligations;
3. Willful unauthorized inspection or disclosure of a tax return or return information by an officer or employee of a state or local child support enforcement agency or other employees is unlawful under the terms of Section 7213 and 7213A of the Internal Revenue Code and punishable as a felony by a fine in any amount not exceeding \$5,000 or imprisonment of not more than five (5) years, or both, together with the costs of prosecution. Willful unauthorized inspection of a tax return or return information is punishable by a fine of up to \$1,000 and/or imprisonment of up to one year, together with the costs of prosecution;
4. Under the terms of Section 7431 of the Internal Revenue Code, a taxpayer may bring a civil lawsuit to recover actual and punitive damages from an officer or employee of a state or local child support enforcement agency or other person who has disclosed, whether knowingly or by reason of negligence, such taxpayer's tax return or return information in violation of the provisions of Section 6103 of the Internal Revenue Code; and
5. The civil and criminal penalties apply even if the unauthorized disclosures were made after employment has ceased with the child support agency, agents or contractors.

I understand and agree that the terms of this Agreement shall continue even when I am no longer an OTDA or Requestor employee, contractor, subcontractor, or volunteer and that I will abide by the terms of this Agreement in perpetuity.

I understand that failure to comply with these requirements may result in disciplinary action, termination, civil action and/or criminal prosecution, as well as any other penalties provided by law.

This Agreement shall be governed by the laws of the State of New York, unless otherwise required by Federal law.

(INDIVIDUAL's Signature)

(INDIVIDUAL's Printed Name)

(Entity of which INDIVIDUAL is an employee, subcontractor or volunteer)

(Date)

ATTACHMENT A

Legal and Regulatory References

The Federal and State statutory, regulatory and policy requirements related to information security, confidentiality, privacy, and compliance include the following, as amended:

Child Support

- General rules: 42 U.S.C. § 654(26); 45 C.F.R. § 303.21; SSL § 111-v; 18 NYCRR 346.1(e), 347.19
- Child Support Systems data: 42 U.S.C. § 654a, (d); 45 C.F.R. § 307.13; SSL § 111-v
- Domestic Violence Indicators: 42 U.S.C. § 653(b)(2); 42 U.S.C. § 654(26)(e); SSL § 111-v
- Federal and State Case Registry: 42 U.S.C. §§ 653(h), (m); 42 U.S.C. § 654a(e)
- Federal Parent Locator Service/State Parent Locator Service: 42 U.S.C. §§ 653(b), (l), (m); 42 U.S.C. § 654(8); 42 U.S.C. § 663; SSL § 111-b(4)
- Financial Institution records: 42 U.S.C. § 666(a)(17); 42 U.S.C. § 669a(b); SSL § 111-o
- Government Agency and Private records: 42 U.S.C. § 666(c)(1)(D); SSL § 111-s
- IRS and State Tax Information: 26 U.S.C. § 6103(p)(4)(C); 26 U.S.C. §§ 6103(l)(6), (8); 26 U.S.C. § 6103(l)(10)(B); NY Tax Law §§ 697(e)(3), 1825; SSL § 111-b(13)(b); See also [IRS Publication 1075: Tax Information Security Guidelines for Federal, State, and Local Agencies](#)
- The most current Corrective Action Plan, and any updates, prepared in response to the most recent IRS Security Review Report, and any future IRS Security Review Reports
- The most current Security Agreement, Security Addendum and attached Plan of Actions and Milestones, and any amendments, executed by OTDA and ITS
- New Hires Data: 42 U.S.C. § 653(i); 42 U.S.C. § 653a(h); SSL § 111-m

Public Assistance

- Public Assistance Application Information and Public Welfare Records: SSL § 136
- Fair Hearing Records: 45 C.F.R. § 205.10(a)(19); 18 NYCRR 358-3.7; 18 NYCRR 358-4.3; 18 NYCRR 358-5.11(b); 18 NYCRR 387.2(j)
- General rules: 42 USC § 602(a)(1)(A)(iv); 45 C.F.R. 205.50, SSL §§ 20(3)(h) and (i) and 136; 18 NYCRR Part 357 & § 358–5.11; [2021 - 2023 TANF State Plan](#)
- IRS and State Tax Information: 26 U.S.C. § 6103; SSL § 23; 136-a(2); NY Tax Law § 697(e)(3); See also [IRS Publication 1075: Tax Information Security Guidelines for Federal, State, and Local Agencies](#)
- Welfare Management System (WMS) data: SSL §§ 21(2)-(5)
- Income and Eligibility Verification System (IEVS): 42 USC §§ 1320 b-7 (a)(4) & (5), (c)
- Substance Abuse Confidentiality: 42 U.S.C. § 290 dd-2
- Mental Health Confidentiality: Mental Hygiene Law § 33.13
- Unemployment Insurance Benefits (UIB): 42 U.S.C. § 1320-b7; 20 CFR § 603; NYS Labor Law § 537
- Domestic Violence Residential and Non-Residential Programs: 18 NYCRR §§ 452.10 and 462.9

Home Energy Assistance Program (HEAP)

- General Rules: [2021-2022 HEAP State Plan](#), § 17.6
- General Rules: [2021-2023 LIHWAP State Plan](#), § 12.6

Division of Disability Determinations

- Confidentiality: 20 C.F.R. § 404.1631, 20 C.F.R. §416.1031 and 20 C.F.R. Chapter 3, Part 401, Subpart C

Supplemental Security Income (SSI) Additional State Payments

- Confidentiality: 18 NYCRR §§ 398-13.1 through 13.4
- File Retention: 18 NYCRR § 398-14.1

Medical Assistance

- General rules: 42 U.S.C. § 1396a (a)(7), amended by Pub. L. No. 113-67, 127 Stat. 1165 (2013); 42 C.F.R. § 431.300 et seq.; SSL §§ 136, 367-b(4), 369(4); 18 NYCRR 357.1 – 357.6; 18 NYCRR 360-8; Public Health Law § 2782 (AIDS information)
- HIPAA regulations: 45 C.F.R. pt. 160; 45 C.F.R. pt. 164

Supplemental Nutrition Assistance Program (SNAP)

- General Rules: 7 U.S.C. § 2020(e)(8); 7 C.F.R. § 272.1(c); 7 C.F.R. § 278.1(q); 18 NYCRR 387.2(j)

Shelters for Adults

- Personal, social, financial, and medical records: 18 NYCRR § 491.7(d)
- Resident right to have private written and verbal communications with legal representatives, legal counsel, medical providers, social workers, and any other service providers or persons authorized by the social services district: 18 NYCRR § 491.12(c)(5)
- Records and reports: 18 NYCRR § 491.19
- Confidentiality of HIV and AIDS related information: 18 NYCRR § 491.20

Shelters for Families with Children

- Personal, social, financial and medical records: 18 NYCRR § 900.7(d)
- Resident right to have private written and verbal communications with legal representatives, legal counsel, medical providers, social workers, and any other service providers or persons authorized by the social services district. 18 NYCRR § 900.12(c)(5)
- Records and reports: 18 NYCRR § 900.19
- Confidentiality of HIV and AIDS related information: 18 NYCRR § 900.20
- Confidential Nature of Records: 18 NYCRR § 357

Refugee Programs

- Safeguarding and sharing of information: 45 C.F.R. § 400.27

Emergency Rental Assistance Program

- Reporting and Privacy: § 501(g) of the Consolidated Appropriations Act, 2021
- Confidentiality of records: § 6 of Subpart A of Part BB of Chapter 56 of the Laws of 2021 as amended by Chapter 417 of the Laws of 2021

Landlord Rental Assistance Program

- Confidentiality of records. § 6 of Subpart A of Part BB of Chapter 56 of the Laws of 2021 as amended by Chapter 417 of the Laws of 2021

General Information Security, Confidentiality, Privacy and Compliance

- Security and Privacy Controls for Federal Information Systems and Organizations: NIST Special Publication 800-53 Revision 4 and Revision 5, available at [NIST Special Publications](#)
- Digital Identity Guidelines: NIST Special Publication 800-63 Revision 3; NIST Special Publication 800-63A, available at [NIST Special Publications](#)
- Contingency Planning Standard: NIST Special Publication 800-34 Revision 1, available at [NIST Special Publications](#)
- Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations: NIST Special Publication 800-171 Revision 2, available at [NIST Special Publications](#)
- Safeguarding SSA Provided Electronic Information: The most current Social Security Administration Technical System Security Requirements (TSSR) (synonymous with the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration)

Other Statutes and Policies

- Criminal Offenses involving Computers (including governmental and personal records): NY Penal Law art. 156
- Freedom of Information Law: NYS Public Officers Law, Article 6, §§ 84 – 90
- Information Security Breach and Notification Act and the SHIELD Act: State Technology Law §§ 201-208; NYS General Business Law §§ 899-aa and 899-bb
- Personal Privacy Protection Law: NYS Public Officers Law, Article 6-A, §§ 91 – 99
- State Archives and Records Administration: Arts and Cultural Affairs Law §§ 57.05 and 57.25
- [New York State Information Technology Policies, Standards, and Guidelines](#)

ATTACHMENT B

Internal Revenue Code (IRC) Section 6103(1)(6) provides:

The Secretary of Health and Human Services shall disclose return information to State and local child support enforcement agencies only for purposes of, and to the extent necessary in, establishing and collecting child support obligations from, and locating, individuals owing such obligations.

IRC Section 6103 imposes strict confidentiality requirements on child support enforcement personnel who have access to federal tax returns or return information. IRC Section 6103(a) provides: Returns and return information shall be confidential, and except as authorized by this title:

- (1) no officer or employee of the United States,
- (2) no officer or employee of any State or of any local child support enforcement agency who has or had access to returns or return information under this section, and
- (3) no other person (or officer or employee thereof) who has or had access to returns or return information under subsection (e)(1)(D)(iii), subsection (k)(10), paragraph (6), (10), (12), (16), (19), (20), or (21) of subsection (l), paragraph (2) or (4)(B) of subsection (m), or subsection (n),

shall disclose any return or return information obtained by him in any manner in connection with his service as such an officer or an employee or otherwise or under the provisions of this section. For purposes of this subsection, the term “officer or employee” includes a former officer or employee. IRC Sections 7213, 7213A and 7431 impose criminal and civil penalties for unauthorized disclosure or inspection of any tax return or return information:

Criminal Penalty - Section 7213(a)(2), provides that an unauthorized disclosure of return or return information shall be a felony punishable by up to 5 years imprisonment and \$5,000 fine:

- (2) State and other employees - It shall be unlawful for any officer, employee, or agent, or former officer, employee, or agent, of any State (as defined in Section 6103(b) (5)), or any local child support enforcement agency willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in Section 6103(b)) acquired by him or another person under subsection (1) (6) or (1) (10) of Section 6103. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

Criminal Penalty - Section 7213A(a)(2), provides that it shall be unlawful for any person willfully to inspect, except as authorized by this title, any return information acquired by such person or another person under a provision of Section 6103 referred to in Section 7213(a)(2). Section 7213A(b) further provides that any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

Civil Penalty - Section 7431, provides that a taxpayer may bring a civil action to recover actual and punitive damages from a person who discloses the taxpayer’s tax return or return information in violation of the provisions of Section 6103:

- a) In General - (2) . . . If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against such a person in a district court of the United States.

- c) Damages - In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of--
 - (1) the greater of--
 - (A) \$1,000 for each act of unauthorized disclosure of a return or return information with respect to which such defendant is found liable, or
 - (B) the sum of--
 - (i) the actual damages sustained by the plaintiff as a result of such unauthorized disclosure, plus
 - (ii) in the case of a willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus
 - (2) the costs of the action.

Appendix C Offeror's Certified Statements

Centralized Support Collection and Enforcement

(Mandatory Submission: to be completed and included in the Proposal documents)

1. Information with regard to the Offeror

- A. Provide the Offeror's name, address, telephone number, and fax number.

Name:

Address:

City, State, ZIP Code:

Telephone Number (including area code):

Fax Number (including area code):

- B. Provide the name, address, telephone number, and email address of the Offeror's Primary Contact with OTDA with regard to this proposal.

Name:

Address:

City, State, ZIP Code:

Telephone Number (including email):

Email Address:

- C. Provide the name, address, telephone number, and email address of the person authorized to bind the Offeror contractually, if different from (B).

Name:

Address:

City, State, ZIP Code:

Telephone Number (including area code):

Email Address:

- D. Provide the name, address, telephone number, email address, place of principal employment and occupation of any person authorized to represent the Offeror. This requirement applies not only to the Offeror's employees involved in the submission of the proposal, but also to every individual or organization employed or designated by the Offeror to attempt to influence the procurement process. If there is no one, state that. This information must be updated if, after the Deadline for Submission of Proposals, the Offeror retains an individual or organization to attempt to influence the procurement process. Indicate also whether the individual or organization has a financial interest in the procurement.

Name:

Address:

City, State, ZIP Code:

Telephone Number (including area code):

Email Address:

Place of Principal Employment:

Occupation:

This individual/organization has a financial interest in the procurement: ___ Yes ___ No

No such individual/organization is authorized to represent the offeror: ___ Yes ___ No

2. Offeror's Acknowledgement of Proposal Requirements

Please note: any alteration of any language contained in this section may render your proposal non-responsive.

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| A. The proposal, including the Technical, Administrative, and Cost Proposals, constitutes a firm and irrevocable offer for a period of 365 days from the date of submission to OTDA. | ___ Yes ___ No* |
| B. By submission of a proposal, the Offeror agrees not to make any claims for or have any right to any damages because of any misrepresentations or misunderstanding of the specifications or because of lack of information. | ___ Yes ___ No* |
| C. The Offeror attests that its performance of services outlined in this solicitation does not and will not create a conflict of interest with, nor position the Offeror to breach any other Agreement currently in force with the State of New York. | ___ Yes ___ No* |
| D. The Offeror certifies that all information disclosed to the OTDA is complete, true, and accurate with regard to Conflicts of Interest. | ___ Yes ___ No* |
| E. The Offeror certifies that all information disclosed to the OTDA is complete, true, and accurate with regard to investigations or disciplinary actions by the NYS Commission of Public Integrity or its predecessor(s) (collectively, "Commission"). | ___ Yes ___ No* |
| F. The Offeror certifies that all information disclosed to OTDA is complete, true, and accurate with regard to employment of Former State Employees. | ___ Yes ___ No* |
| G. The Offeror certifies that it can and will provide and make available, at a minimum, all services as described in the RFP if selected for award. | ___ Yes ___ No* |
| H. The Offeror certifies that staff provided to perform Services possesses the necessary integrity and professional capacity to meet OTDA's reasonable expectations. Subsequent to the commencement of Services, whenever the successful Offeror becomes aware, or reasonably should have become aware, that any staff member(s) providing Services to OTDA no longer possesses the necessary integrity or professional capacity, the | ___ Yes ___ No* |

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Offeror agrees to immediately discontinue the use of such staff and notify OTDA. | |
| I. The successful Offeror agrees to undertake a background investigation of any new/replacement staff during the term of the Agreement resulting from this RFP. | ___ Yes ___ No* |
| J. The Offeror certifies that it will maintain records related to the background investigations performed for the term of the Agreement resulting from this RFP. | ___ Yes ___ No* |
| K. The Offeror certifies that all information provided in connection with its proposal is true and accurate. | ___ Yes ___ No* |
| L. The Offeror has read, understands, and accepts all provisions of Appendix A – Standard Clauses for NYS Contracts. Appendix A contains important information related to the contract to be entered into resulting from this RFP and will be incorporated, without change or amendment, into the contract entered into between OTDA and the selected Offeror. By submitting a response to the RFP, the Offeror agrees to comply with all the provisions of Appendix A. | ___ Yes ___ No* |
| M. The Offeror’s legal representation has reviewed and understands the terms and conditions set forth in the RFP and the Offeror is willing to enter into an Agreement which includes the material terms and conditions therein, should the Offeror be selected for contract award. | ___ Yes ___ No* |
| N. The Offeror agrees that OTDA shall have the reasonable right to approve or disapprove, after appropriate review and/or interview(s), any and all subcontractor(s) of the Offeror prior to their performance of services under the Agreement. | ___ Yes ___ No* |
| O. The Offeror agrees that it shall be fully responsible for performance of work by its staff and by the subcontractor’s staff. OTDA reserves the right to request removal of any Offeror staff or subcontractor’s staff if, in OTDA’s discretion, such staff is not performing in accordance with the Agreement. | ___ Yes ___ No* |
| P. The Offeror warrants that, if selected, it will execute an Agreement of Confidentiality wherein it agrees to protect confidential information accessed during the term of the Contract from unauthorized disclosure. | ___ Yes ___ No* |

* A “No” response in Sections 2 or 3 of this Appendix will result in disqualification.

3. Information Required:

A. The Offeror is (check as applicable):

___ A New York State Certified Minority-Owned Business Enterprise

- ___ A New York State Certified Woman-Owned Business Enterprise
- ___ A New York State Certified Minority- and Woman-Owned Business Enterprise (Dual Certified)
- ___ A New York State Certified Service-Disabled Veteran-Owned Business Enterprise
- ___ None of the above

B. Provide the name, title, address, telephone number, and email address of the person authorized to receive Notices with regard to the Contract entered into as a result of this procurement. See Article 6 of the Draft Agreement (Appendix T), Notices.

Name: _____

Title: _____

Address: _____

City, State, ZIP Code: _____

Telephone Number (including area code): _____

Email Address: _____

C. Offeror's Taxpayer Identification Number: _____

D. Offeror's NYS Vendor Identification Number: _____

By my signature on this Appendix C, I certify that I am authorized to bind the Offeror contractually.

Typed or Printed Name of Authorized Representative of the Offeror

Title/Position of Authorized Representative of the Offeror

Signature of Authorized Representative of the Offeror

Date

Appendix D

Diversity Practices Questionnaire

I, _____, as _____ (title) of _____ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge.

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes No

If yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority- and/or women-owned business enterprises as subcontractors, suppliers, joint-ventures, partners, or other similar arrangements for the provision of goods or services to your company's clients or customers? _____

3. What percentage of your company's overhead (i.e., those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?¹ _____

4. Does your company provide technical training² to minority- and women-owned business enterprises? Yes No

If yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government-approved minority- and women-owned business enterprise mentor-protégé program? Yes No

If yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements?

Yes No

¹ Do not include onsite project overhead.

² Technical training is the process of teaching employees- how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales-and-service tactics, and more. Technical skills are job specific as opposed to soft skills, which are transferable.

If yes, provide a description of such non-governmental procurements (including time period, goal, scope, and dollar amount) and indicate the percentage of the goals that were attained.

-
7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes No

If yes, provide documentation of program activities and a copy of policy or program materials.

-
8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes No

If yes, indicate if the MWBE contract goal will be met or what percentages are identified as the MWBE participation goals on the utilization plan. Provide a description of your efforts.

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Company Name _____

Address _____

City, State, Zip _____

STATE OF _____

COUNTY OF _____) ss

On the ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

Notary Public

Appendix E

Administrative Forms

Administrative Forms Checklist

To Be Provided with Offeror's Proposal

Vendor Standard Response Forms:

- Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia – EO 16 Certification
- MacBride Fair Employment Principle
- Prohibiting Contracts with Entities that Support Discrimination – EO 177 Certification
- Sexual Harassment Prevention Certification – State Finance Law §139-I
- Vendor Responsibility Questionnaire, certified within six (6) months of the Proposal due date (filed and certified online)
 - If Vendor Responsibility Questionnaire was not completed and certified online, check here and attach a paper copy.
- Non-Collusive Bidding
- Offeror Disclosure of Non-Responsibility Determinations
- Procurement Lobbying Act Offeror's Certification of Affirmation of Understanding and Agreement pursuant to SFL § 139-j and k
- Contractor's Certification/Acknowledgement/Understanding
- Offeror Assurance of No Conflict of Interest or Detrimental Effect (Offeror, Subcontractors, Consultants)
- Subcontractor and Supplier Identification Form

M/WBE Participation Requirements:

- Form OTDA-4934 – Staffing Plan
- Form OTDA-4937 – M/WBE Utilization Plan
- Form OTDA-4938 – M/WBE Subcontractors and Supplies Letter of Intent to Participate
- Form OTDA-4976 – M/WBE Goal Requirements Certification of Good Faith Efforts
- Form OTDA-4969 – Request for Waiver Form (if applicable)
- Form OTDA-4970 – Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement

SDVOB Participation:

- Form SDVOB-100 – SDVOB Utilization Plan
- Form SDVOB-200 – Application for Waiver of SDVOB Participation Goal (If applicable)

The Following Will Be Required from the Selected Offeror Within 48 Hours of Notification

Sales and Compensating Use Tax Certification¹

- ST-220 CA, Sales and Compensating Use Tax Certification

¹ The selected Offeror must file a properly completed Form ST-220-CA (with OTDA as the Contracting Agency within 48 hours of notification of selection of award) and Form ST-220-TD (with the DTF).

Workers' Compensation Documentation – Appendix I

- Form C-105.2 – Certificate of Workers' Compensation Insurance issued by private insurance carrier (or Form U-26.3 issued by the State Insurance Fund); or
- Form SI-12 – Certificate of Workers' Compensation Self-Insurance (or Form GSI-105.2 Certificate in Workers' Compensation Group Self-Insurance); or
- Form CE-200 – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Disability Documentation – Appendix I

- Form DB-120.1 – Certificate of Disability Benefits Insurance; or
- Form DB-155 – Certificate of Disability Benefits Self-Insurance; or
- Form CE-200 – Certification of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Other Insurances – Appendix I

- Commercial General Liability Insurance
- Commercial Automobile Liability Insurance
- Professional Liability Insurance
- Crime Insurance
- Umbrella and Excess Liability Insurance

Additional Forms

- Consultant Disclosure Reporting – Form A (if applicable)

The Following M/WBE Quarterly and SDVOB Monthly Reports Will Be Required from the Selected Offeror

- Form OTDA-4968 – MWBE Quarterly Compliance Report (if goals apply)
- Form OTDA-4971 – Workforce Utilization Report
- Form SDVOB-101 – Contractor's Monthly SDVOB Compliance Report (if goals apply)

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: _____

Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles

In accordance with Section 165 of the State Finance Law, the Bidder, by submission of this bid certifies that it, or any individual or legal entity in which the Bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the Bidder, either: (answer yes or no to one or both of the following, as applicable),

1. Has business operations in Northern Ireland

Yes ___ or No ___

If yes:

2. Shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland and shall permit independent monitoring of their compliance with such Principles.

Yes ___ or No ___

Signature: _____

Prohibiting Contracts with Entities That Support Discrimination

EO 177 Certification

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

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

Generally, the Human Rights Law applies to:

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

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

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

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

Sexual Harassment Prevention Certification

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

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

Contractor: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Bids that do not contain the certification will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder may provide a signed statement with their bid detailing the reasons why the certification cannot be made.

New York State Vendor Responsibility Non-Construction For-Profit Questionnaire

The Office of Temporary and Disability Assistance recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System; however, vendors may choose to complete and submit a paper questionnaire.

To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.ny.gov/vendrep/vendor_index.htm or go directly to the VendRep System Online at <https://onlineservices.osc.state.ny.us>.

Please check one of the following:

- A Vendor Responsibility Questionnaire has been filed online and has been certified/updated within the last six months.
- A Vendor Responsibility Questionnaire is attached to this Bid/Proposal.

Non-Collusive Bidding Certification Required by Section 139-D of State Finance Law

Section 139-D. Statement of Non-Collusion in Bids to the State:

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

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

A bid shall not be considered for award nor shall any award be made where 1, 2, and 3 above have not been complied with; provided however, that if in any case the Bidder(s) cannot make the foregoing certification, the Bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

[Affix addendum to this page if space is required for statement.]

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

Exhibit 1: Non-Collusive Bidding Certification-3

Identifying Data

Potential Contractor: _____

Street Address: _____

City/Town State Zip Code

Telephone: _____

Title: _____

If applicable, Responsible Corporate Officer:

Name: _____

Title: _____

Signature: _____

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

Legal Name of Person, Firm, or Corporation
By:

Name

Title

Street Address

City State

Legal Name of Person, Firm, or Corporation

Name

Title

Street Address

City State

Offeror Disclosure of Prior Non-Responsibility Determinations (Procurement Lobbying Act)

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

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

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

No

Yes

If yes, please answer the next questions.

2. Was the basis for the finding of non-responsibility due to violation of State Finance Law §139-j? (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

Signature: _____

Date: _____

Name: _____

Title: _____

**Procurement Lobbying Act
Offeror's Certification and Affirmation of Understanding of and
Agreement pursuant to State Finance Law §139-j and k**

Offeror affirms that it understands and agrees to comply with the New York State procedures relative to permissible contacts as required by State Finance Law §139-j.
(<https://www.nysenate.gov/legislation/laws/STF/139-J>)

By:

Date:

Name:

Title:

Contractor Name:

Contractor Address:

Offeror Certification:

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.
(<https://www.nysenate.gov/legislation/laws/STF/139-K>)

Authorized Signature: _____

Contractor's Certification/Acknowledgements/Understanding

Contractor's Acknowledgement of Understanding of Post-Employment Provisions

The Authorized Signatory of the Contractor acknowledges that he/she has the authority to sign on behalf of the Contractor, has read and understands the provisions applicable to post-employment restrictions affecting former State officers and employees, and agrees to abide by the Provisions of the Public Officer's Law during the term of the Agreement.

Contractor's Disclosure of Any Existing and/or Contemplated Conflict of Interest

Have you any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, of affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Contractor or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this Agreement?

Yes ___ No ___

If your answer to the above is "Yes", please attach a written explanation, include a statement with your Agreement documents describing how your Staffing Firm would eliminate or prevent the Conflict of Interest. Indicate what procedures will be followed to detect, notify OTDA of, and resolve any such conflicts.

By my signature on this form, I certify that all information disclosed to the State is complete, true, and accurate with regard to Conflicts of Interest.

Contractor's Disclosure of Former State Employees

Do you employ and/or use any subcontractors who are former employees of OTDA that will be assigned to perform services under this Agreement?

Yes ___ No ___

If your answer to the above is "Yes", please attach a written statement identifying any/all employees and/or subcontractors who are former employees of OTDA that will be assigned to perform services under this Agreement, include a description of their work duties, and the dates of their employment.

By my signature on this form, I certify that all information disclosed to the State is complete, true, and accurate with regard to Former State Employees.

Contractor's Disclosure of Any Investigation or Disciplinary Action by the New York State Commission on Public Integrity or its Predecessor State Entities (Collectively, "Commission")

Have you or any of your members, shareholders of 5% or more, parents, affiliates, or subsidiaries, been the subject of any investigation or disciplinary action by the New York

State Commission on Public Integrity or its predecessor State entities (collectively, "Commission")?

Yes ___ No ___

If your answer to the above is "Yes", please attach a written explanation; include a statement with your Proposal providing a brief description indicating how any matter before the Commission was resolved, or whether it remains unresolved.

By my signature on this form, I certify that all information disclosed to the State is complete, true, and accurate with regard to investigations or disciplinary actions by the Commission.

Contractor's Agreement to Notify OTDA of Potential Future Conflicts

By signature below, the Authorized Signatory of the Contractor, certifies that he/she will notify OTDA of any/all new potential conflicts of interest and any/all new contractor staff that are prior OTDA employees during the term of the contract, prior to hiring of said individual, and will complete and submit an updated version of this form to OTDA at the time of becoming aware of any such new potential conflicts of interest, and of any/all new contractor or subcontractor staff that are prior OTDA employees.

The Signature Below Indicates Certification/Acknowledgement/Understanding of Each of the Above

Authorized Signatory Date

Printed or Typed Name

Title Contract Number

Offeror Assurance of No Conflict of Interest or Detrimental Effect

The Offeror proposing to provide services pursuant to this solicitation, as Contractor, Joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this solicitation does not and will not create a conflict of interest with nor, position the Offeror to breach any other Agreement currently in force with the State of New York.

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

1. The fulfillment of obligations by the Offeror, as proposed in the response, does not Violate any existing Contracts or Agreements between the Offeror and the State.
2. The fulfillment of obligations by the Offeror, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Offeror has with regard to any existing Contracts or Agreements between the Offeror and the State.
3. The fulfillment of obligations by the Offeror, as proposed in the response, does not and will not compromise the Offeror's ability to carry out its obligations under any existing Agreements between the Offeror and the State.
4. The fulfillment of any other contractual obligations that the Offeror has with the State will not affect or influence its ability to perform under any Agreement with OTDA resulting from this RFP.
5. During the negotiation and execution of any Agreement resulting from this RFP, the Offeror will not knowingly take any action or make any decision which creates a Potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another.
6. In fulfilling obligations under each of its State contracts, including any Agreement which results from this RFP, the Offeror will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another.
7. No former officer or employee of the State who is now employed by the Offeror, nor any former officer or employee of the Offeror who is now employed by the State, has played a role with regard to the administration of this procurement in a manner that may violate section 73(8)(a) of the State Ethics Law.
8. The Offeror has not and shall not offer to any employee, member, or director of OTDA 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.

Offerors responding to this RFP should note that OTDA recognizes that conflicts may occur in the future because an Offeror may have existing or new relationships. OTDA will review the

nature of any such new relationship and reserves the right to terminate the Agreement for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Signature: _____

Date: _____

Name: _____

Title: _____

Note: This form must be signed by an authorized executive or legal representative (person that is authorized to bind the Offeror contractually).

SUBCONTRACTOR AND SUPPLIER IDENTIFICATION FORM

INSTRUCTIONS: The Subcontractor and Supplier Identification Form must be submitted with any bid, proposal, or proposed negotiated contract. This form must contain a detailed description of the supplies and/or services to be provided by each subcontractor or supplier under the contract. Offerors must indicate by checking the box(es) below which business designation(s) each listed Subcontractor/Supplier meets. Attach additional sheets if necessary. Failure to submit this form may result in the Offeror's application being deemed non-responsive.

| Offeror's Name: Address: Email and Telephone #: | | Procurement Title/ Contract #: Region/Location of Work: Federal ID #: | |
|----------------------------------------------------------------------------|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Subcontractors/Suppliers Information | Detailed description of service/product to be provided | Business Designation <small>*check all that apply</small> | Dollar Value of Subcontract <small>*over the term of the contract</small> |
| Business Name: Federal ID #: Address: Email & Telephone No.: | | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> NYS Small Business | |
| Business Name: Federal ID #: Address: Email & Telephone No.: | | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> NYS Small Business | |
| Business Name: Federal ID #: Address: Email & Telephone No.: | | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> NYS Small Business | |

Identify **ALL** subcontracting and supplier purchasing opportunities.

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State Small Businesses and New York State Certified Service Disabled Veteran Owned Businesses (SDVOBs) in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Offerors need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use New York State Certified Minority and Women-Owned Business Enterprises (MWBES) in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize MWBES, consistent with current State law.

Public Procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

NAME AND TITLE OF PREPARER (Print or Type):

Signature: _____
Authorized Signature

Date:

Email:

Telephone # :



Your MWBE Utilization and Reporting Responsibilities Under Article 15-A

The New York State Contract System (“NYSCS”) is your one stop tool compliance with New York State’s MWBE Program. It is also the platform New York State uses to monitor state contracts and MWBE participation.


GETTING STARTED

To access the system, you will need to login or create a user name and password at <https://ny.newnycontracts.com>. If you are uncertain whether you already have an account set up or still need to register, please send an email to the customer service contact listed on the Contact Us & Support page, or reach out to your contract’s project manager. For verification, in the email, include your business name and contact information.

VENDOR RESPONSIBILITIES

As a vendor conducting business with New York State, you have a responsibility to utilize minority- and/or women-owned businesses in the execution of your contracts, per the MWBE percentage goals stated in your solicitation, incentive proposal or contract documents. NYSCS is the tool that New York State uses to monitor MWBE participation in state contracting. Through the NYSCS you will submit utilization plans, request subcontractors, record payments to subcontractors, and communicate with your project manager throughout the life of your awarded contracts.

There are several reference materials available to assist you in this process, but to access them, you need to first be registered within the NYSCS. Once you log onto the website, click on the **Help & Support >>** link on the lower left hand corner of the Menu Bar to find recorded trainings and manuals on

all features of the NYSCS. You may also click on the  icon at the top right of your screen to find videos tailored to primes and subcontractors. There are also opportunities available to join live trainings, read up on the “Knowledge Base” through the Forum link, and submit feedback to help improve future enhancements to the system. Technical assistance is always available through the **Contact Us & Support** link on the NYSCS website (<https://ny.newnycontracts.com>).

For more information, contact your project manager.

SDVOB UTILIZATION PLAN

Initial Plan Revised Plan Contract/Solicitation # _____

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS Certified Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

| BIDDER/CONTRACTOR INFORMATION | | SDVOB Goals In Contract | |
|---------------------------------------------------------------|--------------------------------|-------------------------|--|
| Bidder/Contractor Name: | NYS Vendor ID: | % | |
| Bidder/Contractor Address (Street, City, State and Zip Code): | | | |
| Bidder/Contractor Telephone Number: | Contract Work Location/Region: | | |
| Contract Description/Title: | | | |

| CONTRACTOR INFORMATION | | | |
|--------------------------|-----------------------------|-------------------|-------|
| Prepared by (Signature): | Name and Title of Preparer: | Telephone Number: | Date: |

Email Address: _____

If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.

| | | | |
|------------------------------------------------------------------------|-----------------------------|----------------|--|
| SDVOB Subcontractor/Supplier Name: | _____ | | |
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: | |
| Address: | Email Address: | | |
| Detailed description of work to be provided by subcontractor/supplier: | | | |

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %

| | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------|--|
| SDVOB Subcontractor/Supplier Name: | _____ | | |
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: | |
| Address: | Email Address: | | |
| Detailed Description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ % | | | |

| FOR OTDA USE ONLY | | | | |
|----------------------------|------------------|-----------------------------------|--------------------------------------------|-----------------------------------------------|
| OTDA Authorized Signature: | | <input type="checkbox"/> Accepted | <input type="checkbox"/> Accepted as Noted | <input type="checkbox"/> Notice of Deficiency |
| NAME (Please Print): | SDVOB %/\$ _____ | _____ | Date Received: | Date Processed: |
| Comments: | | | | |

NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf
Note: All listed Subcontractors/Suppliers will be contacted and verified by OTDA

ADDITIONAL SHEET

| | |
|-------------------------|-------------------------------|
| Bidder/Contractor Name: | Contract/Solicitation # _____ |
|-------------------------|-------------------------------|

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------|
| SDVOB Subcontractor/Supplier Name: | | |
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: |
| Address: | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | |
| SDVOB Subcontractor/Supplier Name: | | |
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: |
| Address: | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | |
| SDVOB Subcontractor/Supplier Name: | | |
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: |
| Address: | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | |
| SDVOB Subcontractor/Supplier Name: | | |
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: |
| Address: | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | |
| SDVOB Subcontractor/Supplier Name: | | |
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: |
| Address: | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | |

CONTRACTOR'S MONTHLY SDVOB COMPLIANCE REPORT (due on the 7th day of each MONTH for the preceding month's activity as evidence towards achievement of the SDVOB goals on the contract)

Contract No.: _____

| Contractor/Vendor Name, Address and Phone No.: | Contractor/Vendor Federal ID No.: | | SDVOB Goals | Reporting Period | |
|------------------------------------------------------|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-----------------|
| | Description of Project: | | % | Month | Year |
| | | | | | |
| Firm Name, Address and Phone Number (List All Firms) | Description of Work or Supplies Provided | Designation | | Payment This Month | Contract Amount |
| Federal ID No.: | | <input type="checkbox"/> SDVOB <input type="checkbox"/> Sub <input type="checkbox"/> Broker <input type="checkbox"/> Joint Venture <input type="checkbox"/> Written Contract | <input type="checkbox"/> Supplier <input type="checkbox"/> Team <input type="checkbox"/> Other <input type="checkbox"/> No Written Contract | <input type="checkbox"/> No Payment This Month | |
| Federal ID No.: | | <input type="checkbox"/> SDVOB <input type="checkbox"/> Sub <input type="checkbox"/> Broker <input type="checkbox"/> Joint Venture <input type="checkbox"/> Written Contract | <input type="checkbox"/> Supplier <input type="checkbox"/> Team <input type="checkbox"/> Other <input type="checkbox"/> No Written Contract | <input type="checkbox"/> No Payment This Month | |
| Federal ID No.: | | <input type="checkbox"/> SDVOB <input type="checkbox"/> Sub <input type="checkbox"/> Broker <input type="checkbox"/> Joint Venture <input type="checkbox"/> Written Contract | <input type="checkbox"/> Supplier <input type="checkbox"/> Team <input type="checkbox"/> Other <input type="checkbox"/> No Written Contract | <input type="checkbox"/> No Payment This Month | |

APPLICATION FOR WAIVER OF SDVOB PARTICIPATION GOAL

(must be submitted before requesting final payment on the Contract)

| | |
|-------------------------------------|--------------------------------|
| Section 1: Basic Information | |
| Contractor's Name: | Federal Identification Number: |
| Street Address: | E-Mail Address: |
| City, State, Zip Code: | Telephone: () - |
| Contract Number: | SDVOB CONTRACT GOALS |
| | % |

Section 2: Type of SDVOB Waiver Requested

| | | | |
|---------------------------------------------------|----------------------------------|---------------------------------------------------------------|---|
| <input type="checkbox"/> Total | <input type="checkbox"/> Partial | If partial waiver, please enter the revised SDVOB percentage: | % |
| Please explain the reason for the waiver request: | | | |
| | | | |

Section 3: Supporting Documentation

Provide the following documentation as evidence of your good faith efforts to meet the SDVOB goals set forth in the contract and in support of your waiver application:

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

Section 4: Signature and Contact Information

By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote SDVOB participation pursuant to the SDVOB requirements set forth under the solicitation or Contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.

| | |
|--------------------------------------------|-------|
| Prepared By: (Signature) | Date: |
| Name and Title of Preparer (Print or Type) | |

| For OTDA Use Only | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Reviewed By: | Date: |
| Decision: <input type="checkbox"/> Full SDVOB waiver granted <input type="checkbox"/> Partial SDVOB waiver granted; revised SDVOB goal: _____ % <input type="checkbox"/> SDVOB waiver denied | |
| Approved By: | Date: |
| Date Notice of Determination Sent: | |
| Comments | |

OTDA Consultant Disclosure Reporting Requirements

Contractor Instructions

Background

Pursuant to New York State Finance Law Section 163(4)(g), state agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract, such report to include for each employment category within the contract: (i) the number of employees employed to provide services under the contract, (ii) the number of hours they work, and (iii) their total compensation under the contract. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

Contractors selected for award on the basis of a procurement issued by OTDA (Request for Proposals, Request for Quotations, Mini-Bid, or Invitation for Bids) must complete [Form A](#) (State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term) upon notification of award. The completed Form A must include information for all employees that will be providing services under the contract, whether by the contractor or by a subcontractor.

Contractors selected for award are also required to complete [Form B](#) (State Consultant Services – Contractor’s Annual Employment Report) annually for each year of the contract term, on a State fiscal year basis. The first report is due May 15 for the period April 1 through March 31 of the most recently concluded State fiscal year or portion thereof.

Form A must be submitted to OTDA as the contracting agency, and Form B must be submitted to OTDA (as the contracting agency), the Department of Civil Service, and the Consultant Reporting Section of the Bureau of Contracts at OSC, at the addresses provided in the instructions.

Instructions

Form A

Upon notification of contract award, use [Form A](#) (State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term) to report the necessary planned employment information prospectively from the start date through the end of the contract term. This is a one-time reporting requirement.

Complete [Form A](#) for contracts for consulting services in accordance with the following:

- **Employment category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees anticipated to be providing services under the contract. (Note: Access the O*NET database, which is available through the US Department of Labor’s Employment and Training Administration website at <https://www.onetonline.org/>.)
- **Number of employees:** the total number of employees in the employment category employed anticipated to provide services under the contract, including part-time employees and employees of subcontractors.
- **Number of hours to be worked:** the total number of hours anticipated be worked by the employees in the employment category.
- **Amount payable under the contract:** the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services to be provided during the Report Period.

Submit completed Form A within 48 hours of notification of selection for award to OTDA (as the contracting agency) at the address listed below.

Form B

Use [Form B](#) (State Consultant Services – Contractor’s Annual Employment Report) to report the annual employment information required by the statute. This form will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31). Submit [Form B](#) to OTDA (as the contracting Agency), the Department of Civil Service (DCS), and to the Consultant Reporting Section of the Bureau of Contracts at OSC at the addresses listed below.

Complete [Form B](#) for contracts for consulting services in accordance with the following:

- **Scope of Contract:** a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. (Note: Access the O*NET database, which is available through the US Department of Labor’s Employment and Training Administration website at <https://www.onetonline.org/>.)
- **Number of Employees:** the total number of employees in the employment category employed that provided services under the contract during the Report Period, including part-time employees and employees of subcontractors.
- **Number of hours worked:** the total number of hours **worked** during the Report Period by the employees in the employment category.
- **Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Submit the completed Form B by May 15 for the period April 1 through March 31, and annually by May 15th thereafter for each State fiscal year (or portion thereof) the contract is in effect, as follows:

To OTDA (as the contracting Agency):

By mail: Office of Temporary and Disability Assistance
Contract Management
40 North Pearl Street, Floor 12D
Albany NY 12243-0001

By email: procurements@otda.ny.gov

To the Consultant Reporting Section of the Bureau of Contracts at OSC:

By mail: NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting

By fax: (518) 474-8030 or (518) 473-8808

To DCS:

By mail: NYS Department of Civil Service
ESP, Agency Building 1
20th Floor
Albany, NY 12239

Appendix G – Glossary

Absent Parent The parent who is absent from the home and is legally responsible for providing financial support for a dependent child, the noncustodial parent. (Also see Respondent, Obligor or Noncustodial Parent.)

Account A record maintained on the child support system of support obligations established and accruing pursuant to a Court order or voluntary agreement, and any payments made towards those obligations and disbursements to the beneficiary.

ACH “Automated Clearing House”.

AEI “Automated Administrative Enforcement of Interstate Cases”. Provision in the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) giving states the ability to locate, place a lien on, and seize financial assets of delinquent obligors across State lines.

Administrative Bank Account The bank account for the New York State Child Support Processing Center.

Administrative Procedure Method by which support orders are enforced by an executive agency rather than by courts and judges.

Applied That portion of money paid that has been used to satisfy all or a portion of the respondent’s obligation for the account.

Arrearage Past due, unpaid child support owed by the noncustodial parent. If the parent has arrearages, they are said to be “in arrears”.

Arrears Total of all unpaid support. Sum of all ASABs plus any delinquencies on current support obligations. (Also see ASA, ASAB.)

ASA An amount of arrears set by a court.

ASAB “Arrears Set at Balance” amount. The net amount of ASA still due. (ASA minus any applied payments)

ASSETS “Automated State Support Enforcement & Tracking System”. A Microsoft Windows based interface to the Agency’s legacy Child Support Management System.

ATM “Automatic Teller Machine”.

Audit Trail A permanent retrievable legible record or documentation of individual transactions or operations maintained in such a manner so as to provide an explanation of all actions taken with regard to each collection and disbursement activity.

Automated Enforcement Enforcement of support obligations through issuance of computer-initiated documents.

Bankruptcy A notice of Bankruptcy may be submitted to the Child Support Unit by an attorney on behalf of the noncustodial parent (NCP) or by an NCP. Based on the notice of Bankruptcy the Child Support Unit will take appropriate action.

Batch Type Two-character child support system code which identifies a monetary transaction as a payment, disbursement, amount due, or amount applied.

Beneficiary The person or agency/institution to whom support payments are payable. Usually the client, the local Social Services agency or third-party or fourth-party designees such as attorneys or hospitals. (Also see Client.)

Billing Statement A monthly notice sent to a respondent, indicating previous months' payments, future payment dates and amount due, balance on the account, and delinquency or tax refund offset notification if necessary. The notice may also provide special messaging.

Call A phone call received by the Contractor's customer service representative.

CCD+ Cash Concentration or Disbursement Entries is a standardized format used for electronic fund transmission (EFT) of child support withholdings from employees' wages or other child support jurisdictions. This method is preferable when processing large volumes of transactions and PRWORA requires state automated child support enforcement systems to be capable of using this format as well as the Corporate trade exchange entries (CTX) format.

CCPA "Consumer Credit Protection Act". Federal law that limits the amount that may be withheld from earnings to satisfy child support obligations. States are allowed to set their own limits provided they do not exceed the federal limits. Regardless of the number or withholding orders that have been served, the maximum that may be withheld for child support is:

- Without arrearage
 - 50% with a second family
 - 60% Single
- With Arrearage
 - 55% with a second family and 12+ weeks in arrears
 - 65% Single 12+ weeks in arrears

Centralized Operations The services detailed in Appendix W, §I.A excluding for Transition and Turnover.

Child Support Financial and medical support paid by a parent to help support a child or children. Child support can be entered into voluntarily, ordered by a court or a properly empowered administrative agency, depending on each State's laws. Child support can involve cases where:

IV-D cases, where the custodial party (CP) is receiving child support services offered by State and local agencies; (such services include locating a noncustodial parent (NCP) or putative father (PF); establishing paternity; establishing, modifying, and enforcing child support orders; collecting and distributing child support payments.

IV-A cases, where the custodial party (CP) is receiving financial assistance offered by the State and local agencies through the TANF program. The case is automatically referred to the Child Support Enforcement Unit (CSEU) to establish, modify or enforce an order.

IV-E cases, where the child(ren) is being raised not by one of their own parents but in the foster care system by a person, family, or institution and the case is also automatically referred to the Child Support Enforcement Unit (CSEU) to recoup or defray the costs of foster care.

Non-IV-D Services orders, where the case or legal order is privately entered into and the CSE is not providing locate, enforcement, or collection services (called); often entered into during divorce proceedings.

The support can come in different forms, including:

- Medical support, where the child(ren) is provided with health coverage, through private insurance from the NCP, Public Assistance or Medicaid (MA) that is reimbursed whole or in part by the NCP, or a combination thereof.

- Monetary payments, in the form of a one-time payment, installments, or regular automatic withholdings from the NCP's income, or the offset of State and/or Federal tax refunds and/or administrative payments made to the NCP. Such as Federal retirement benefits.

There are many tools available to enforce an NCP's obligation.

Child Support Program A program which provides paternity/parentage establishment, location establishment, support establishment, collection and enforcement services to eligible individuals; administered either by the local districts with oversight by the State or totally by a State.

Child Support Enforcement Unit existing in every social services district within the State that locates noncustodial parents (NCPs) or putative fathers (PF), establishes, enforces, and modifies child support, and collects and distributes child support funds. Operated in accordance with Title IV-D of the Social Security Act. Also known as a "IV-D Agency".

Child Support Management System (CSMS) The management information system operated by the Division of Child Support Services (DCSS) to manage the child support caseload.

Child Support System An automated case management system and software application developed to meet the need of the New York State Child Support Program. The system processes and tracks child support cases and integrates both accounting and enforcement functions. The system contains cases, with no fiscal and enforcement components, and cases with accounts, which contain fiscal and enforcement components.

Child Support System Month The last Friday of each month is used as the cut-off for each month unless otherwise identified by the OTDA. The first day of each month is the first business day after the cut-off day of the prior month.

Client Individual receiving child support services; usually the custodial parent or person for whom the support payment is collected.

Client ID Number A computer-assigned identification code derived from the New York Case Identifier that is assigned to the client in a child support case. This code has 8 characters, and functions as an alternate key for identification in the child support system.

COLA "Cost of Living Adjustment". An administrative process by which a court order that meets certain criteria is increased by a percentage equal to the Consumer Price Index Urban (CPIU).

Contract Anniversary Date The corresponding date in each consecutive year commensurate with the Contract effective date during the Contract Term.

Correspondence Written communication, other than an OTDA Notice, received at one of the Centralized Operations post office boxes.

CTX Corporate Trade Exchange is a standardized format used for electronic fund transmission (EFT).

Custodial Parent or CP A parent to whom legal and primary physical custody of a child is granted by a valid agreement between the parties or by a court order or decree.

Customer Service Center/Call Center The facility where the "Customer Service" Centralized Operation is performed.

Child Support Helpline (CSH) A service provided by a toll-free number for receiving and responding to telephone calls from custodial parents (CP), noncustodial parents (NCP), employers, financial institutions, attorneys, other state's child support agencies and third parties to obtain general information regarding the Child Support Program. Information provided to

validated callers, including CPs and NCPs with existing cases, who may be accompanied on the call by authorized third parties may be case specific.

Date of Collection The date the payment is received at the **SDU**.

DCSS “Division of Child Support Services”, within the Office of Temporary and Disability Assistance (OTDA).

Debit Card A value source card, it is restricted for child support disbursements that are wired to CP debit card accounts.

Deliverable A component of work to be performed and at OTDA’s option reviewed and accepted pursuant to the Contract. (i.e., Appendix W III. E).

Direct Deposit A child support disbursement wired directly to a CP’s personal bank account.

Direct Income Withholding A procedure, whereby an income withholding order can be sent directly to the noncustodial parent’s (NCP’s) employer in another State, without the need to use the IV-D Agency or court system in the NCP’s State. This triggers withholding unless the NCP contests, and no pleadings or registration are required. The Act does not restrict who may send an income withholding notice across State lines. Although the sender will ordinarily be a child support Agency or the obligee, the obligor or any other person may supply an employer with an income withholding order.

Disaster Any natural disaster force majeure or similar event which results in the inability of the Contractor to deliver services as provided for in the Contract.

Disaster Recovery Plan A fully functional and documented arrangement to provide backup capability in the event of any failure at the Operations Center and the Customer Service Center, if situated at a different location.

Disbursement Payments to beneficiaries of support monies collected on their behalf.

Disposable Income The portion of an employee’s earnings that remains after deductions required by law (e.g., taxes) and that is used to determine the amount of an employee’s pay subject to a garnishment, attachment, or child support withholding order.

Distribution The application of child support collected to the various types of debt within a child support case, as specified in 45 CFR 302.51, (e.g., monthly support obligations, arrears, ordered arrears, etc.).

DTF New York State Department of Taxation and Finance.

EDI “Electronic Data Interchange”. Process by which information regarding an Electronic Funds Transfer (EFT) transaction is transmitted electronically along with the EFT funds transfer.

EFT “Electronic Funds Transmission”. Process by which money is transmitted electronically from one bank account to another.

EIC “Earned Income Credit”. NYS credit for NCPs that have paid all current support during the tax year. **DCSS** provides **DTF** with the NCP’s current support payment information for the tax year. Under certain circumstances if the NCP has been denied the EIC by DTF a request for a review of the account may be submitted.

Enforcement The application of remedies to obtain payment of a child or medical support obligation contained in a child and/or spousal support order. Examples of remedies include garnishment of wages, seizure of assets, liens placed on assets, revocation of license (e.g., driver, business, medical, etc.), denial of U.S. passports, etc.

Enumeration and Verification System (EVS) System used to verify and correct Social Security numbers (SSNs), and identify multiple SSNs, of participants in child support cases. Operated by the Social Security Administration (SSA).

E-mail An electronic communication directed to the DCSS that is forwarded for response by the Contractor and requires the Contractor to review the individual child support case to provide a response. Billable transaction e-mail shall only include e-mail communications forwarded by OTDA for response by the Contractor that require the Contractor to review the individual case record in order to respond or to provide a reply based on an OTDA approved "frequently asked question" (FAQ). E-mails that do not require a review of the case record or FAQs to respond, or courtesy responses, shall not be a billable transaction.

Establishment The process of proving parentage and/or obtaining a court order for child support.

FAQs "Frequently Asked Questions".

FCR "Federal Case Registry", of child support orders. A national database of information on individuals in all IV-D cases, and all Non-IV-D Service orders entered or modified on or after October 1, 1998. The FCR receives this case information on a daily basis from the State Case Registry (SCR) operated in every State, proactively matches it with previous submissions to the FCR and with employment information contained in the National Directory of New Hires (NDNH). Any successful matches are returned to the appropriate State(s) for processing. The FCR and the NDNH are both part of the expanded FPLS, which is maintained by **OCSS**.

Federal Financial Participation "FFP." Federal government reimbursement for the administrative costs of operating the Child Support Program.

Federal Tax Refund Offset Program A program that collects past-due child support amounts from noncustodial parents through the intercept of their federal income tax refund, or an administrative payment, such as federal retirement benefits. This program has expanded to include the revocation and/or restriction of already issued passports. The cooperation of States in the submittal of cases for tax intercept is mandatory, while submittal of cases for administrative intercept is optional. The Federal Tax Refund Offset Program is operated in cooperation with the Internal Revenue Service, the U.S. Department of Treasury's Financial Management Service (FMS), the U.S. Department of State, and State Child Support Enforcement (CSE) Agencies.

FEIN "Federal Employer Identification Number". Unique nine-digit number assigned to all employers by the Internal Revenue Service (IRS), which must be used in numerous transactions, including submitting data and responding to requests relevant to child support.

FIPS CODE "Federal Information Processing Standard" code which is used to identify the location from which collections are received or referred to another jurisdiction (i.e., States, counties, central state registries). Each child support system account is assigned a FIPS code.

First Day of Operation The date upon which the Contractor begins performing Centralized Operations (not inclusive of Transition and Turnover.)

FPLS "Federal Parent Locator Service". A computerized national location network operated by the Federal Office of Child Support Services (OCSS) of the Administration for Children and Families (ACF), within the Department of Health and Human Services (DHHS). FPLS obtains address and employer information, as well as data on child support cases in every State,

compares them and returns matches to the appropriate States. The expanded FPLS includes the Federal Case Registry (FCR) and the National Directory of New Hires (NDNH).

FVI “Family Violence Indicator”. A designation that resides in the Federal Case Registry (FCR) placed on a participant in a case or order by a State that indicates a person is associated with domestic violence. It is used to flag a case to indicate to workers that they should proceed with caution to safely provide child support services to the family. This often will include preventing disclosure of the location of the individual and/or a child believed by the State to be at risk of family violence.

Garnishment A legal proceeding under which part of a person’s wages and/or assets is withheld for payment of a debt. This term is usually used to specify that an income or wage withholding is involuntary.

Generally Accepted Accounting Principles (GAAP) The accounting rules, standards, and procedures published and maintained by the Financial Accounting Standards Board (FASB).

HHS/OCSS The United States Department of Health and Human Services, Office of Child Support Services.

IAT “International ACH transactions”, Nacha-approved format for sending International Electronic Fund Transfers to Child Support Units in other countries.

Image Cash Letter A banking service used by companies to create electronic deposits and present check data and images for payment via Image exchange and Image Replacement Documents (IRDs). Image Cash Letter Service allows the **SDU** to submit check payments in electronic files of data and images instead of making paper cash letter deposits.

Immediate Wage Withholding An automatic deduction from income that starts as soon as the order for support is established.

Imputed Income The amount of income a noncustodial parent is capable of earning as determined by a court order, or fringe benefits provided to employees that may be taxable, but which cannot be counted as additional disposable income subject to child support obligations.

Income Includes any earned, unearned, taxable or non-taxable income, benefits, or periodic or lump sum payment due to an individual, regardless of source, including wages, salaries, commissions, bonuses, workers' compensation, disability benefits, unemployment insurance benefits, payments pursuant to a public or private pension or retirement program, federal social security benefits as defined in the Social Security Act, and interest, but excluding public assistance benefits paid pursuant to the social services law and federal supplemental security income.

Income Payor Any person or entity paying an income, including: the auditor, comptroller, trustee or disbursing officer of any pension fund, benefit program, policy of insurance or annuity; the state of NY or any political subdivision thereof or the US; and any person, corporation, trustee, unincorporated business or association, partnership, financial institution, bank, savings and loan association, credit union, stock purchase plan, stock option plan, profit sharing plan, stock broker, commodities broker, bond broker, real estate broker, insurance company, entity or institution.

Income Withholding Procedure by which deductions are made from wages or income, as defined in the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA), to pay a debt such as child support. Income withholding often is incorporated into the child support order and may be voluntary or involuntary. Sometimes referred to as wage withholding.

In-Training Staff Staff being trained on the premises in all areas of Operations.

Intercept A method of securing child support by taking a portion of non-wage payments made to a noncustodial parent. Non-wage payments subject to intercept include Federal tax refunds, State tax refunds, unemployment benefits, and disability benefits.

IPsec A set of communication rules or protocols for setting up secure internet connections over a network.

IV-A "Title IV-A of the Social Security Act". Reference to Title IV-A ("Four-A") of the Social Security Act covering the Federal-State Public Assistance Program.

IV-A Case A child support case in which a custodial parent and/or child(ren) is receiving public assistance benefits under the State's IV-A program, which is funded under Title IV-A of the Social Security Act. Applicants for assistance from IV-A programs are automatically referred to their State IV-D agency to identify and locate the noncustodial parent, establish parentage and/or a child support order, and/or obtain child support payments. This allows the State to recoup or defray some of its public assistance expenditures with funds from the noncustodial parent.

IV-D "Title IV-D of the Social Security Act". Reference to Title IV-D ("Four-D") of the Social Security Act, which required that each State create a program to locate noncustodial parents, establish parentage, establish and enforce child support obligations, and collect and distribute support payments. States must accept applications and assist families who do not receive public assistance, if requested, to assist in establishment, modification, or enforcement of child support. Title IV-D also established the Federal Office of Child Support Services.

IV-D Agency A single and separate organizational unit in the state that has the responsibility for administration of the Child Support Program.

IV-D Case A child support case where at least one of the parties, either the custodial party (CP) or the noncustodial parent (NCP), has requested or received IV-D services from the State IV-D agency. A IV-D case is composed of a custodial party, noncustodial parent or putative father, and dependent(s).

IV-E "Title IV-E of the Social Security Act". Reference to Title IV-E ("Four-E") of the Social Security Act, which established a Federal-State program known as Foster Care that provides financial support to a person, family, or institution that is raising a child or children that is not their own.

IV-E Case A child support case in which the State is providing benefits under Title IV-E of the Social Security Act to a person, family, or institution that is raising a child or children that are not their own. As with other public assistance cases, recipients are referred to their State IV-D agency in order to identify and locate the noncustodial parent, establish paternity and/or a child support order, and/or obtain child support payments.

Key Staff or Key Personnel The staff identified in the RFP Section IV.A.

Local District One of the 58 Social Services Districts which consists of New York City and the 57 remaining counties in the State.

MDDC "Multiple Document Data Capture". Process of data entering information received in paper form from various sources to the child support system. This process consists of online entries or data file transmission (e.g., Wage Health Benefit Report, Income Withholding for Support, and Postal Clearance).

Medical Support Order A court order which requires the noncustodial parent to provide medical and/or dental insurance coverage.

Medicare Wages and Tips The total wages and tips subject to the Medicare component of social security taxes, which reflects the NCP's true income for child support purposes.

MSFIDM "Multistate Financial Institution Data Match". Process created by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) by which delinquent child support obligors are matched with accounts held in financial institutions (FI) doing business in more than one State. States submit data to the Office of Child Support Enforcement (OCSE) on a noncustodial parent (NCP) and their arrearage and indicate whether the NCP should be submitted for MSFIDM. OCSE ensures the accuracy of the data and transmits the file to participating multistate financial institutions, who match the information against their open accounts and returns matches to the appropriate States, who can then undertake action to place a lien on and seize all or part of the account.

Multistate Employer An organization that hires and employs people in two or more States. The multistate employer conducts business within each State and the employees are required to pay taxes in the State where they work. They have the option to report all of their new hires to the SDNH of only one State in which they do business rather than to all states they do business in.

Nacha Originally the "National Automated Clearinghouse Association" manages the development, administration, and governance of the ACH Network, the backbone for the electronic movement of money and data in the United States and is an association for the payments industry. The ACH Network serves as a network for direct consumer, business, and government payments, and annually facilitates billions of payments such as Direct Deposit and Direct Payment. The ACH Network is governed by the Nacha Operating Rules, a set of rules that guide risk management.

National Personnel Records Center A part of the National Archives and Records Administration's system of record storage facilities. The National Personnel Records Center (NPRC) receives and stores both Federal Military and Civilian personnel records.

NDNH "National Directory of New Hires". A national database containing New Hire (NH) and Quarterly Wage (QW) data from every State and Federal agency and Unemployment Insurance (UI) data from State Employment Security Agencies (SESAs). Data contained is first reported to each State's State Directory of New Hires (SDNH) and then transmitted to the NDNH. OCSE maintains the NDNH as part of the expanded FPLS.

Noncustodial Parent or NCP A parent who does not have primary care, custody or control of the child(ren), and is legally responsible for providing financial support for a child or children. Also referred to as the obligor, respondent, or absent parent.

New Hire Data Data on a new employee that employers must submit within 20 days of hire to the State Directory of New Hires (SDNH) in the State in which they do business. Minimum information must include the employee's name, address, and Social Security number (SSN), as well as the employer's name, address, and Federal Employer Identification Number (FEIN). Some States may require or request additional data. Multistate employers have the option of reporting all of their newly hired employees to only one State in which they do business. This data is then submitted to the National Directory of New Hires (NDNH) where it is compared against child support order information contained in the Federal Case Registry (FCR) for possible enforcement of child support obligations by wage garnishment. New hire data may also be used at the State level to find new hires that have been receiving unemployment insurance or other public benefits for which they may no longer be eligible, helping States to reduce waste and fraud. Federal Agencies report this data directly to the NDNH. Also known as (W4) data, after the form used to report employees.

New Hire Reporting Program that requires that all employers report newly hired employees to the State Directory of New Hires (SDNH) in their State. This data is then submitted to the National Directory of New Hires (NDNH), where it is compared against child support order information contained in the Federal Case Registry (FCR) for possible enforcement of child support obligations by wage garnishment. Some data is also made available to States to find new hires that have been receiving unemployment insurance or other public benefits for which they may no longer be eligible, helping States to reduce waste and fraud.

New York Case Identifier A computer-assigned identification code unique to a specific client/respondent relationship. This code has nine characters and is sequentially (throughout the state) assigned to all child support system cases (e.g., AB12345C1). It is the primary key to identification on the child support system. Client ID # and Respondent ID # are delivered from the New York Case Identifier.

Non-IV-D Services Case A case in which a court has determined that income withholding for support is required and neither the employee/obligor nor the custodial party/obligee has applied for, or is receiving, Title IV-D child support services through their local SCU.

Notice Mask The template for each notice produced and mailed or transmitted by the SDU.

Notice of Deficiency A written notice issued by OTDA which shall describe in reasonable detail the defects related to a Deliverable, and prescribe, as appropriate, required remedial actions.

NSF Non-sufficient funds.

Obligee The person, State agency, or other institution to which a child support is owed (also referred to as custodial party when the money is owed to the person with primary custody of the child).

Obligor The person who is obliged to pay child support (also referred to as the noncustodial parent, absent parent or respondent).

OCA "Office of Court Administration".

OCFS "Office of Children and Family Services".

OCSS "Office of Child Support Services". The federal agency that oversees the national child support program.

Offset Amount of money intercepted from a parent's State or Federal income tax refund, or from an administrative payment such as federal retirement benefits, in order to satisfy a child support debt.

Operations Facility or Operations Center The facility where the Contractor performs Centralized Operations which includes the Customer Service Center, if not located separately.

Order Direction of a magistrate, judge, or properly empowered administrative office.

Order/Notice to Withhold Child Support The form to be used by all States that standardizes the information used to request income withholding for child support. According to the Uniform Interstate Family Support Act (UIFSA), this form may be sent directly from the initiating State to a noncustodial parent's employer in another State.

Payee Person or organization in whose name child support money is paid.

Payment Date See: **Date of Collection**.

Payor Person who makes a payment, usually noncustodial parents or someone acting on their behalf, or a custodial party who is repaying a receivable.

Payment File Electronic data file containing payment information, which is provided by the fiscal agent to the OTDA on a daily basis for the purpose of updating **child support system** accounts.

Payment Instrument Any physical item that is used to make cashless transactions (such as personal checks, bank checks, or money orders) facilitating the movement of funds from the payor's bank account to the payee's bank account.

PEX "Property Execution". An administrative enforcement action in which a NCP's asset is restrained and possibly seized for delinquent child support, most commonly a bank account.

PGP "Pretty Good Privacy" is an encryption program that provides cryptographic privacy and authentication for data communication.

PIN "Personal Identification Number" Assigned to each CP when a case is opened in the child support system. A PIN Notice is provided either upon request or automatically to the CP when an account is opened. A CP in receipt of payments via Debit Card will have a separate PIN for their Debit Card.

Program The New York State Child Support Program.

Program Records All books, records, documents, accounts and other evidence obtained, and/or created, by Contractor, whether in paper or digital format, in the performance of the Services pursuant to Appendix W of this Contract.

Protected Information means data or information to which the Contractor is given access which OTDA creates, receives, or maintains, which is, pursuant to federal and/or state laws, rules, regulations, policies or agreements, deemed confidential, personal, private and/or sensitive. Such data or information may be present or stored in any form or medium and includes, but is not limited to:

- a. Data or information obtained from sources outside of OTDA;
- b. Data or information maintained in and/or obtained from OTDA-owned applications, systems, networks and/or databases;
- c. Data or information identifying an individual, particularly where such disclosure could result in an unwarranted invasion of personal privacy;
- d. Computer codes or other electronic or non-electronic data or information, the disclosure of which could jeopardize the compliance stature, security or confidentiality of OTDA's information technology solutions, applications, systems, networks or data;
- e. Any other material designated by OTDA as being "Confidential," "Personal," "Private," or otherwise "Sensitive."

Quarterly Wage Data Data on all employees that must be submitted by employers on a quarterly basis to the State Employment Security Agency (SESA) in the State in which they operate. This data is then submitted to the National Directory of New Hires (NDNH). Minimum information must include the employee's name, address, Social Security number (SSN), wage amount, and the reporting period as well as the employer's name, address, and Federal Employer Identification Number (FEIN). The data is then compared against child support order information contained in the Federal Case Registry (FCR) for possible enforcement of child support obligations by wage garnishment. Federal agencies report this data directly to the NDNH.

Regulation A principle, rule or law designed to govern behavior. A government order having the force of law. Examples include the Code of Federal Regulations (CFR) and New York Code,

Rules & Regulations (NYCRR).

Remittance Tags A coupon, form, stub, tag or other similar type item to be included by a respondent with each payment for purposes of identifying respondent and respondent's account number. Currently, respondents receive five tags with each monthly billing statement.

Remitter Any individual or entity (income provider, financial institution, etc.) that submits a child support payment to the SDU.

Respondent The noncustodial (absent) parent in a child support case that is required to pay support, or the party answering a petition or motion. Also referred to as obligor.

Respondent ID Number A seven-character computer–assigned identification code derived from the New York Case Identifier that is assigned to the respondent. The seven-character codes consist of the first seven characters of the New York Case Identifier.

SCR or “State Case Registry”. A database maintained by each State that contains information on individuals in all IV-D cases and all Non-IV-D Services orders established or modified after October 1, 1998. Among the data included in the SCR is the State's numerical FIPS code, the State's identification number (which must be unique to the case), the case type (IV-D vs. Non-IV-D) and locate information on persons listed in the case, in addition to other information. Information submitted to the SCR is transmitted to the Federal Case Registry, where it is compared to cases submitted by other States, as well as the employment data in the National Directory of New Hires (NDNH). Any matches found are returned to the appropriate States for processing.

SCU “Support Collection Unit”. The component of the local district that is responsible for the collection, accounting, enforcement, and disbursement functions for child support collections.

SDNH “State Directory of New Hires”. A database maintained by each State, which contains information regarding newly hired employees for the respective State. The data is then transmitted to the NDNH, where it is compared to the employment data from other States as well as child support data in the Federal Case Registry (FCR). Any matches found are returned to the appropriate States for processing. Employers are required to submit new hire data to the SDNH within 20 days of the hire date. Multistate employers (those that do business and hire workers in more than one State) have additional options on where to report new hire information. In most States, the SDNH is contained in the State Parent Locator Service (SPLS) that is part of each State IV-D agency, in others it is operated by the State Employment Security Agency (SESA).

SDU “State Disbursement Unit”. The single site in each State where all child support payments are processed.

SDVOB “Service-Disabled Veteran Owned Business”.

Service Level Report The monthly assessment the Contractor must provide to OTDA that demonstrates their production and performance levels, and how they compare to the Service Level Agreements detailed in Appendix O.

SDNH “State Directory of New Hires”. A database maintained by each State, which contains information regarding newly hired employees for the respective State. The data is then transmitted to the NDNH, where it is compared to the employment data from other States as well as child support data in the Federal Case Registry (FCR). Any matches found are returned to the appropriate States for processing. Employers are required to submit new hire data to the SDNH within 20 days of the hire date. Multistate employers (those that do business and hire workers in more than one State) have additional options on where to report new hire information. In most States, the SDNH is contained in the State Parent

Locator Service (SPLS) that is part of each State IV-D agency, in others it is operated by the State Employment Security Agency (SESA).

SFTP “Secure File Transfer Protocol”.

Specifications Includes requirements set forth in the SOW and the description of the physical or functional characteristics of a Deliverable.

SPLS “State Parent Locator Services”. A service provided by the state Child Support Enforcement Agency. The purpose of the unit is to locate noncustodial parents in order to establish and enforce child support obligations, visitation, and custody orders or to establish paternity. This unit operates the State Case Registry (SCR), and in most States, the State Directory of New Hires (SDNH). In some States the State Employment Security

State Runs “STRUNS” The job monitoring and verification function of CSMS.

Support Enforcement The process by which delinquent child support accounts are identified and appropriate actions are taken to collect past due support and to ensure future payments.

Support Establishment The process by which noncustodial parent’s financial obligation to his or her child is assessed and adjudicated.

Support Order A judgment, decree, or order, whether temporary, final, or subject to modification, issued by a court or an administrative agency of a competent jurisdiction, for the support and maintenance of a child. This includes a child who has attained the age of majority under the law of the issuing State, or of the parent with whom the child is living. Support orders can incorporate the provision of monetary support, health care, payment of arrearages, or reimbursement of costs and fees, interest and penalties, and other forms of relief.

Support Payment A payment made pursuant to a court order or voluntary support obligation.

TANF “Temporary Assistance for Needy Families”. Time-limited public assistance payments made to needy families, based on Title IV-A of the Social Security Act. The program provides parents with job preparation, work, and support services to help them become self-sufficient. Applicants for TANF benefits are automatically referred to their State IV-D agency to establish parentage and child support for their children from the noncustodial parent. This allows the State to recoup or defray some of its public assistance expenditures with funds from the noncustodial parent.

TCP “Transmission Control Protocol”-is a communications standard that enables application programs and computing devices to exchange messages over a network.

Teletype/Telecommunications Device for the Deaf (TTY/TDD) Telephone devices used by people with hearing or speech disabilities to send and receive text messages over telephone networks.

Transaction an exchange or transfer of goods, services, or funds.

Transaction Number A sequentially assigned number recorded on each original payment document to allow retrieval and review subsequent to processing.

Transition The process set forth in Appendix W Section III.

Transition Period The eleven (11) month period, or the period of time to complete the Transition Plan, whichever is sooner, beginning on the Contract Approval Date.

Transition Plan The plan which sets forth transition tasks, deliverables, and timetables which must be completed to successfully transfer the Services from the current vendor to the Contractor.

Turnover The process set forth in Appendix W Section V.

Unclaimed Funds Support payment that cannot be disbursed because the identity of the payor is unknown, or the address of the payee is unknown.

USPS Facility The United States Postal Service location at Old Karner Road in Albany, New York.

Undistributed Collections Collections either applied or unapplied to a child support system account but have not been distributed to a beneficiary.

Unemployment Insurance Claim Data Data on unemployment insurance and applicants/claimants submitted by State Employment Security Agencies (SESAs) on a quarterly basis to the National Directory of New Hires (NDNH). Minimum information must include the employee's name, address, Social Security number (SSN), the benefit amount, and reporting period. This data is then compared against child support order information contained in the Federal Case Registry (FCR) for possible enforcement of child support obligations by garnishment.

Wage Assignment A voluntary agreement by an employee to transfer (or assign) portions of future wage payments (e.g., insurance premium deductions, credit union deductions) to pay certain debts, such as child support.

Wage Attachment An involuntary transfer of a portion of an employee's wage payment to satisfy a debt. In some States this term is used interchangeably with Wage or Income Withholding, in other States there are distinctions between an attachment and withholding. The most common term used is Wage or Income Withholding.

Wage Withholding A procedure by which scheduled deductions are automatically made from wages or income to pay debt, such as child support. Wage withholding often is incorporated into the child support order and may be voluntary or involuntary. The provision dictates that an employer must withhold support from a noncustodial parent's wages and transfer that withholding to the appropriate agency (the Centralized Collection Unit or State Disbursement Unit). Also known as Income Withholding.

Appendix I

Insurance Requirements

The Bidder shall be required to provide proof of compliance with the requirements of this Appendix, as follows:

- Proof of all insurance required by this Appendix shall be provided in accordance with Section B below; and
- After award, the Contractor shall be required to provide proof of all insurance, after renewal or upon request according to the timelines set forth in Section A.13 below.

Contractor shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this Solicitation, policies of insurance as required by this Appendix. All insurance required by this Appendix shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Appendix should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. OTDA may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Contractor shall deliver to OTDA evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation in a form satisfactory to OTDA. Policies must be written in accordance with the requirements below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by OTDA does not, and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under this Solicitation and any Contract resulting from this Solicitation.

The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of any Contract resulting from this Solicitation.

A. General Conditions Applicable to Insurance. Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

OTDA requires Contractors to submit only certificates of insurance and additional insured endorsements. Contractors should refrain from submitting entire insurance policies. If an entire insurance policy is submitted but not requested, OTDA shall not be obligated to review it and shall not be chargeable with knowledge of its contents. In addition, the submission of an entire insurance policy not requested by OTDA does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation. OTDA reserves the right to request other proof of insurance, including, but not limited to, policies, and Contractors agree to comply with all reasonable requests.

All policies of insurance required by this Solicitation and any Contract resulting from this Solicitation shall comply with the following requirements:

1. **Coverage Types and Policy Limits.** The types of coverage and policy limits required are specified in Section B Insurance Requirements below.
2. **Policy Forms.** Except as otherwise specifically provided herein, or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Appendix shall be written on an occurrence basis. In the event that occurrence-based coverage is not commercially available, OTDA reserves the right to accept claims-made policy forms, in its sole discretion, provided that, at

minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and (b) an extended reporting period of not less than three (3) years with respect to events that occurred but were not reported during the term of the policy.

- 3. Certificates of Insurance/Notices.** Bidders and Contractors shall provide OTDA with a Certificate or Certificates of Insurance, in a form satisfactory to OTDA as detailed below, and pursuant to the timelines set forth in Section A.13. below. Certificates shall name **Office of Temporary and Disability Assistance, Bureau of Contract Management, 40 North Pearl Street, 12D, Albany, NY 12243** as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to OTDA and in accordance with the New York State Insurance Law (e.g., an ACORD 25);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation and any Contract resulting from this Solicitation;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

- 4. Primary Coverage.** All Commercial General Liability, Business Automobile Liability, and Umbrella/Excess Liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Office of Temporary and Disability Assistance and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Office of Temporary and Disability Assistance and their officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.
- 5. Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Appendix at any time during the term of any Contract resulting from this Solicitation shall be considered a breach of the terms of any Contract resulting from this Solicitation and shall allow the People of the State of New York, the New York State Office of Temporary and Disability Assistance and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation, at law or in equity.
- 6. Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from OTDA. Such approval shall not be unreasonably withheld, conditioned or delayed. Contractor shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.
- 7. Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Appendix and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section A.13. below, as applicable, and shall be provided to OTDA upon request. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.

- 8. Waiver of Subrogation.** For all Commercial General Liability, Business Automobile Liability, Umbrella/Excess Liability policies and the workers' compensation insurance required below, the Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against People of the State of New York, the New York State Office of Temporary and Disability Assistance and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against People of the State of New York, the New York State Office of Temporary and Disability Assistance and their officers, agents, and employees or (ii) any other form of permission for the release of Office of Temporary and Disability Assistance, Bureau of Contract Management. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.
- 9. Additional Insured.** The Contractor shall cause to be included in each of the Commercial General Liability, Business Automobile Liability, and Umbrella/Excess Liability policies required below coverage for on-going and completed operations naming as additional insureds (via ISO coverage forms CG 20 10 12 19 and CG 20 37 12 19 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): People of the State of New York, the New York State Office of Temporary and Disability Assistance and their officers, agents, and employees. An Additional Insured Endorsement, or the equivalent, evidencing such coverage shall be provided to OTDA pursuant to the timelines set forth in Section 13 below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Appendix had the Contractor obtained such insurance policies.
- 10. Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.
- 11. Notice of Cancellation or Non-Renewal.** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal to be provided to OTDA in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide OTDA with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.
- 12. Policy Renewal/Expiration.** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to OTDA. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation and any Contract resulting from this Solicitation, or proof thereof is not provided to OTDA, the Contractor may be required by OTDA to immediately cease work. The Contractor shall not resume work until authorized to do so by OTDA.
- 13. Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents must be provided to the OTDA contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to OTDA as soon as possible but in no event later than the following time periods:

- For certificates of insurance: 5 business days from request or renewal;

- For information on self-insurance or self-retention programs: 15 calendar days from request or renewal;
- For other requested documentation evidencing coverage: 15 calendar days from request or renewal;
- For additional insured and waiver of subrogation endorsements: 30 calendar days from request or renewal; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: 5 business days from request or renewal.

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to OTDA, OTDA shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

B. Insurance Requirements

Contractor shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at its own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater:

| Insurance Type | Amount |
|------------------------------------------------|-------------------------------------------|
| Commercial General Liability | No less than \$2,000,000 each occurrence |
| General Aggregate | \$2,000,000 |
| Products – Completed Operations Aggregate | \$2,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Damage to Rented Premises | \$50,000 |
| Medical Expenses Limit | \$5,000 |
| Business Automobile Liability Insurance | No less than \$2,000,000 each accident |
| Data Breach/Cyber Insurance | No less than \$50,000,000 per claim |
| Technology Errors & Omissions | No less than \$10,000,000 each occurrence |
| Professional Liability | \$10,000,000 each claim |
| Crime Insurance | \$5,000,000 |
| Workers' Compensation | |
| Disability Benefits | |

Proof of coverage is due upon notification of tentative award and updated in accordance with Contract.

1. **Commercial General Liability Insurance:** Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate
- Products – Completed Operations Aggregate
- Personal and Advertising Injury
- Each Occurrence

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under any Contract resulting from this Solicitation;

- Cross liability for additional insureds; and
- Products/completed operations for a term of no less than three (3) years, commencing upon acceptance of the work, as required by the Contract.

2. Business Automobile Liability Insurance: Such insurance shall cover liability arising out of automobiles used in connection with performance under any Contract resulting from this Solicitation, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under any Contract resulting from this Solicitation, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under any Contract resulting from this Solicitation on a form provided by OTDA. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under any Contract resulting from this Solicitation, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to OTDA in accordance with the insurance requirements of any Contract resulting from this Solicitation.

3. Data Breach/Cyber Insurance: Contractors are required to maintain during the term of any Contract resulting from this Solicitation and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the Authorized Users' systems due to the actions of the Contractor which results in unauthorized access to the Authorized User(s) or their data.

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

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

If the policy is written on a claims-made basis, the policy shall provide the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed or must agree to insure for one year following any Contract under award. This requirement applies to both primary and excess liability policies, as applicable.

If coverage is provided as underlying coverage of another policy, all requirements must be met within the primary policy.

4. Technology Errors & Omissions Insurance: The Contractor shall maintain, during the term of any Contract resulting from this Solicitation, Technology Errors and Omissions Insurance for claims for damages arising from computer-related services including, but not limited to, the following: consulting, data processing, programming, system integration, hardware or software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer software developed, manufactured, distributed, licensed, marketed or sold. The policy shall include coverage for third-party fidelity including cyber theft if coverage is not met in a Data Breach and Privacy/Cyber Liability policy.

If the policy is written on a claims-made basis, the Contractor must provide to OTDA proof that the policy shall provide the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed or must agree to insure for one year following any Contract under award. This requirement applies to both primary and excess liability policies, as applicable.

5. Professional Liability: Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services (i.e. professional services, completing accounting reports, complete Business Impact Analysis, Data Backup and Recovery).

- Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services.
- If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than one (3) years from the time work under any Contract resulting from this Solicitation is completed or must agree to insure for one year following any Contract under award. Written proof of this extended reporting period or agreement must be provided to OTDA upon request.
- The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of any Contract resulting from this Solicitation.

6. Crime Insurance: If, during the term of any Contract resulting from this Solicitation, the Contractor plans to enter the premises of an Authorized User to fulfill its obligations under this Solicitation or any Contract resulting from this Solicitation, the Contractor is required to fulfill the Crime Insurance requirements herein and shall be required to provide proof of compliance with the requirements. If, during the term of any Contract resulting from this Solicitation, the Contractor plans to enter the premises of an Authorized User to fulfill its obligations under this Solicitation or any Contract resulting from this Solicitation, the Contractor shall maintain, during the term of the Contract, Crime Insurance on a “loss sustained form” or “loss discovered form,” and coverage must include the following:

- The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
 - The policy must include an extended reporting period of no less than one (1) year with respect to events which occurred but were not reported during the term of the policy.
 - Any warranties required by the Contractor’s insurer as a result of any Contract resulting from this Solicitation must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees) of the Contractor as a result of any Contract resulting from this Solicitation.
 - The policy shall include coverage for third-party fidelity and name “The People of the State of New York, the New York State Office of Temporary and Disability Assistance and their officers, agents, and employees as an Authorized User and their officers, agents, and employees” as “Loss Payees” for all third-party coverage secured. This requirement applies to both primary and excess liability policies, as applicable.
 - The policy shall not contain a condition requiring an arrest and conviction.
 - The policy shall include coverage for, but is not limited to, employee theft, forgery or alteration, inside the premises-theft of money and securities, inside the premises-robbery or safe burglary of other property, outside the premises computer crime/fraud, and money orders and counterfeit paper currency
- If coverage is provided as underlying coverage of another policy, all requirements must be met within the primary policy.

7. Workers’ Compensation Insurance and Disability Benefits Requirements

Sections 57 and 220 of the New York State Workers’ Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers’ compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. No Contract may be executed or renewed without proper proof of such coverage. No work under this Contract may start unless proof of workers’ compensation and disability insurance is provided to OTDA. Proof of workers’ compensation and disability benefits coverage, or proof of exemption must be submitted to OTDA at the time of Bid submission, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers’ Compensation Board. An ACORD form is not acceptable proof of New York State workers’ compensation or disability benefits insurance coverage.

The failure to comply with the requirements of this Appendix at any time during the term of any Contract resulting from this Solicitation shall be considered a breach of the terms of any Contract resulting from

this Solicitation and shall allow the People of the State of New York, the New York State Office of Temporary and Disability Assistance and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation, at law or in equity.

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.businessexpress.ny.gov);
- Form C-105.2 (9/07), Certificate of Workers' Compensation Insurance, sent to OTDA by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to OTDA upon request from the Contractor; or
- Form SI-12, Certificate of Workers' Compensation Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.businessexpress.ny.gov);
- Form DB-120.1, Certificate of Disability Benefits Insurance, sent to OTDA by the Contractor's insurance carrier upon request; or
- Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov/content/main/Employers/requirements-businesses-applying-government-permits-licenses-contracts.pdf>.

8. Umbrella and Excess Liability

When the limits of the CGL, Auto, and/or Employers' Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella 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 above. Such policies shall follow the same form as the primary. Any insurance maintained by the OTDA, or any additional insured shall be considered in excess of and shall not contribute with any other insurance procured and maintained by the Contractor including primary, umbrella and excess liability regardless of the other insurance clause contained in either parties policy.

Appendix O

Service Levels and Performance Standards

Performance Standards

The Contractor's Services must meet the performance requirements, specifications, and standards set forth in the Agreement. In addition, section 4 below sets forth certain Performance Standards which have associated "liquidated damages" that the OTDA may impose for failure to meet a Performance Standard. As used herein, such "liquidated damages" shall be deducted as shown on a monthly invoice submitted by the Contractor to OTDA for Services rendered during the Term of this Agreement.

Section 1. Reporting of Performance Standards

The Contractor shall submit with each monthly invoice a compliance report (the "Compliance Report") identifying each Performance Standard set forth in Section 4 and associated service level achieved or not, during the month.

Each Compliance Report must provide in detail the actual measure of performance for each specific Performance Standard in Section 4.

The Compliance Report must include a computation of the amount of the liquidated damages if the Contractor failed to meet a Performance Standard in Section 4.

In the event a monthly invoice fails to include a Compliance Report for the given month, then the OTDA may deem the invoice to be incomplete, resulting in non-payment, without interest accrual, until a satisfactory Compliance Report is submitted to the OTDA.

Section 2. Liquidated Damages and Corrective Action Plan

If the Contractor fails to achieve a Performance Standard set forth in Section 4, as measured by either Contractor's Compliance Report or the result of the OTDA's monitoring, then the OTDA in its sole discretion may:

- A. Require the Contractor to develop and implement a Corrective Action Plan (CAP) addressing such failure(s), to be approved by the OTDA. The CAP must be delivered to the OTDA Project Manager within two (2) business days of receipt of a written request thereof by the OTDA, and/or
- B. Assess liquidated damages as described in Section 4.

If a liquidated damages credit is due based either on Contractor's Compliance Report or as a result of the OTDA's monitoring, and the OTDA has required the Contractor to submit a CAP under Section 2.A. above (without OTDA assessing liquidated damages under Section 2.B. above), and such failure as set forth in the CAP remains uncured for 10 days, then the applicable liquidated damages credit shall be assessed by the OTDA.

If the Contractor fails to satisfactorily perform a Service not included in Section 4, then the OTDA may withhold a commercially reasonable amount of funds until the OTDA determines that such failure has been adequately cured by the Contractor. Such withholding of funds may only

occur after the OTDA notifies the Contractor in writing of such a failure and the Contractor fails to materially cure such failure within 10 Business Days of receipt of notification of such failure. In the event OTDA determines that such failure is not materially cured within such 10-Business Day period, then OTDA may withhold a commercially reasonable amount of funds until the failure is so cured. The amount of money withheld by OTDA shall represent the reasonable value of such failure, but in no event will such value exceed \$250,000.00 per failure. OTDA shall pay the Contractor any withheld funds when it deems that the failure has been materially cured.

Notwithstanding the terms set forth herein, in no event shall the value of all aggregate liquidated damages (credits) under the Agreement for failures to achieve Performance Standards exceed 50% per total Contract monthly invoice ("Liquidated Damages Super Cap").

Section 3 Calculation of Liquidated Damages

The accuracy rate for Payment Processing, New Hire Notification Processing, Data Capture, Putative Father Registry, and Customer Service, under Section 4 herein, for which large transaction volumes occur every month, must be determined from a representative monthly statistical sample.

Liquidated damages for failure to meet a Performance Standard in Section 4 shall be shown on the invoice submitted to OTDA as a deduction from the Contractor's total Contract monthly invoice amount, excluding reimbursable expenses. When a benchmark is measured monthly and a period begins after the first day of a month or ends before the last day of a month, then such period shall be measured and adjusted to reflect the number of days during the month in which the Performance Standard applies, and the pro-rata liquidated damage/credit (if any), based upon the number of days during such abbreviated monthly period.

Federal Funding Loss: In those cases where noncompliance with performance standards by the Contractor is the cause for the loss of Federal funding, then OTDA may determine the proportion of loss of such funding for which the Contractor is responsible (Federal Funding Loss Amount). The Contractor shall then be liable to OTDA for the corresponding Federal Funding Loss Amount, which OTDA may deduct from the amount shown as due on an invoice(s) submitted by the Contractor.

Assessment of liquidated damages herein does not constitute an exclusive remedy, and OTDA may elect to pursue any other remedies available under law and the terms of the Agreement.

Section 4 Performance Standards and Associated Liquidated Damages

| # | Performance Standard | Benchmark/ Threshold Measurement and Frequency | Liquidated Damages / Calculations |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Transition: Failure to complete transition within the eleven (11) month timeframe as set out in Appendix W III.C of this RFP. | <ul style="list-style-type: none"> • 100% • Daily | \$10,000 per business day the transition is not completed |
| 2 | Error Rate confidence level: Failure to review a sufficient sample size for high volume tasks (Payment Processing, Disbursements, Notice Processing, etc.) to ensure the confidence level detailed in Appendix O Section 3, above. | <ul style="list-style-type: none"> • 95%, at a minus level of 0.1% • Monthly | \$1,000 or 1% total Contract monthly invoice (whichever is greater) for failure to meet standard, and additional \$1,000 or 1% of total Contract monthly invoice (whichever is greater) for each whole % below standard |
| 3 | Payment Processing Envelope review: Failure to ensure that the entire contents of an envelope have been removed for all envelopes received. | <ul style="list-style-type: none"> • 100% • Daily | \$50 per failure and an additional \$50 for every whole percentage less than the designated percent 99% - 98.1% = \$50 98% - 97.1% = \$100 97% - 96.1% = \$150 |

| # | Performance Standard | Benchmark/ Threshold Measurement and Frequency | Liquidated Damages / Calculations |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4 | <p>Payment Processing timeframes: Failure to process payments retrieved from USPS before 10:00AM, ET, which do not require outreach and include them in the payment files to OTDA, in the required timeframes.</p> | <ul style="list-style-type: none"> • 100% of payments on Tuesday through Fridays by 7:00 PM that day. • 100% of payments on Saturdays by 8:00AM the following business day, and 80% of payments on Mondays or one business day after a holiday by 7:00PM that day. • 100% of daily payments, and the remainder of the unprocessed payments retrieved on Monday or the following business day after a holiday by 7:00 PM that day. • Monthly | <p>\$50 per late payments, and an additional \$50 for every whole percentage less than the designated percent</p> <p style="padding-left: 40px;">99% - 98.1% = \$50</p> <p style="padding-left: 40px;">98% - 97.1% = \$100</p> <p style="padding-left: 40px;">97% - 96.1% = \$150</p> |

| # | Performance Standard | Benchmark/ Threshold Measurement and Frequency | Liquidated Damages / Calculations |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 | Payment Processing Outreach timeframes: Failure to process payments that require outreach within 2 business days. | <ul style="list-style-type: none"> • 100% • Monthly | \$50 per late payments that require outreach, and an additional \$50 for every whole percentage less than the designated percent $99\% - 98.1\% = \$50$ $98\% - 97.1\% = \$100$ $97\% - 96.1\% = \$150$ |
| 6 | Encoding payments: 1) Failure to accurately encode payment amounts. 2) Failure to reimburse local districts within 48 hours of notification by the OTDA of an encoding error | <ul style="list-style-type: none"> • 100% | \$50 per error, plus the amount between what was encoded and the true value (e.g., encoded \$320.00 payment for \$32.00, Contractor is liable for \$338 (\$288.00 + \$50)) |
| 7 | Payment Processing accuracy rate: Process payments, documentation, and data files as described in Appendix W VI.B and W VI.H | <ul style="list-style-type: none"> • 99.6% • Daily | \$50 per error, plus an additional \$100 for every 0.1% below this standard |
| 8 | Erroneous disbursements: Contractor has failed to process a payment within the payment processing tasks and performance standards identified in Appendix W VI. H. | <ul style="list-style-type: none"> • 99.6% • Daily | \$50 per erroneous disbursement, plus the amount of the erroneous disbursement(s) (e.g., a \$100 payment erroneously disbursed, Contractor is liable for \$150 (\$100 + \$50)) |
| 9 | Timely reimbursement of erroneous disbursements: Failure to reimburse local districts for erroneous disbursements within 48 hours of notification by the OTDA. | <ul style="list-style-type: none"> • 100% • Daily | \$100 per day beyond the initial 48 hours that a local district is not reimbursed the erroneous disbursement. $(e.g., 2 \text{ days} = \0 $3 \text{ days} = \$100$ $4 \text{ days} = \$100)$ |

| # | Performance Standard | Benchmark/ Threshold Measurement and Frequency | Liquidated Damages / Calculations |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10 | Payment Processing - Daily Transmissions: Failure to complete daily transmission and confirm receipt of each file to the OTDA within the required timeframes detailed in Appendix W VI.D.7. | <ul style="list-style-type: none"> • 100% • Daily | <p>\$5,000 each day the file is not transmitted (i.e.: 1 failure to transmit = 1 X \$5,000 1 failure to transmit for 3 days = 3 X \$5,000)</p> |
| 11 | Payment Processing – Electronic Digital Copies: Failure to create electronic digital copies of all payments and documentation and provide them to OTDA and the local districts in the required formats and timeframes. | <ul style="list-style-type: none"> • 100% • Monthly | <p>\$1,000 per failure for 1 monthly occurrence \$1,500 per occurrence if 2 or more monthly occurrences</p> |
| 12 | Debit Card Interactive Voice Response System availability: Failure to maintain 24 hours per day/7 days per week/365 days per year (24/7/365) availability. | <ul style="list-style-type: none"> • 100% • Monthly | <p>\$2,000 per day that it's available less than 100% of the time</p> |
| 13 | Debit Card Interactive Voice Response System connectivity: Failure to connect a call to the IVR System within 3 rings. Appendix W VII.B.6.a.xvi. | <ul style="list-style-type: none"> • 100%, 24/7/365 (except for 1 hour of pre-scheduled maintenance per day outside of peak hours) • Monthly | <p>For each whole % point below the standard, 1% of the total Contract monthly invoice</p> <p>Examples: 99.1% – 99.99% = 0 98.1 – 99.0 = 1% 97.1 – 98.0 = 2%</p> |

| # | Performance Standard | Benchmark/ Threshold Measurement and Frequency | Liquidated Damages / Calculations |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14 | Debit Card Customer Service Center availability rate: Failure to maintain the required Customer Service Center availability rate from 7:00 AM, ET, to 7:00 PM, ET, daily, except State holidays. | <ul style="list-style-type: none"> • 99% • Monthly | <p>For each whole % below the standard, 1% of the total Contract monthly invoice</p> <p>Examples:</p> <p>98.1% – 98.99% = 0</p> <p>97.1 – 98.0 = 1%</p> <p>96.1 – 97.0 = 2%</p> |
| 15 | Debit Card Customer Service Center wait times: Failure to maintain less than a 2-minute monthly average wait time when caller requests to speak to a representative. | <ul style="list-style-type: none"> • 100% • Monthly | <p>\$1,000 or 1% total Contract monthly invoice (whichever is greater) for failure to meet standard, and additional \$1,000 or 1% of total Contract monthly invoice (whichever is greater) for each whole % below standard</p> |
| 16 | Debit Card Website Services availability: Failure to meet 24/7/365 website availability requirements. | <ul style="list-style-type: none"> • 100% • Monthly | <p>\$2,500, and an additional \$2,500 for each whole % point below standard (e.g., \$2,500 fine for an uptime of 99.9%, and \$5,000 for an uptime of 99%)</p> |

| # | Performance Standard | Benchmark/ Threshold Measurement and Frequency | Liquidated Damages / Calculations |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17 | <p>Disbursements-transmission of files and check printing Failure to accurately complete each day, Monday through Friday, within the required timeframes:</p> <ol style="list-style-type: none"> 1) The daily transmission of the direct deposit, debit card, or EFT data files to the Banking Services Contractor by 3:00 PM, ET; 2) The daily transmission of the check issuance file to the Banking Services Contractor by 2:00 PM, ET; or 3) The daily printing and delivery of all paper checks to USPS by 7:00 PM, ET. | <ul style="list-style-type: none"> • 100% • Monthly | <p>\$2,000 per failure for 1 monthly occurrence \$5,000 per failure if 2 through 5 monthly occurrences \$10,000 per failure if 6 or more monthly occurrences (i.e.: 1 failure for 2 days = 1 X 2 X \$5,000 8 failures for 5 days = 8 X 5 X \$10,000)</p> |
| 18 | <p>Disbursements -Debit Card: Failure, within the required timeframes, to accurately:</p> <ol style="list-style-type: none"> 1) Mail new or replacement debit cards within five (5) business days of receipt of a request; 2) Enroll custodial parents in the debit card program within five (5) business days of a request for enrollment; 3) Record and retain a debit card phone call; or 4) Review a call recording, upon request by the OTDA. | <ul style="list-style-type: none"> • 100% • Monthly | <p>\$50 per failure</p> |

| # | Performance Standard | Benchmark/ Threshold Measurement and Frequency | Liquidated Damages / Calculations |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 19 | Notice Processing timeframes: Failure, within the required timeframes, to accurately: <ol style="list-style-type: none"> 1) Print and mail notices (Appendix W VIII.A.2.); or 2) Generate new or revised notices (Appendix W VIII.D.1.a.). | <ul style="list-style-type: none"> • 100% • Daily | \$500 per business day beyond requirement |
| 20 | Notice Processing Accuracy: Failure to print and mail notices or to generate new or revised notices as required in Appendix W VIII. | <ul style="list-style-type: none"> • 100% • Daily | For the first 50 errors: \$100 per error plus any costs or damages incurred as a result of a notice production error. Then for any notice over 50 errors: \$250 per error plus any costs or damages incurred as a result of a notice production error. |
| 21 | New Hire Notification accuracy rate: Process and capture all data elements for every document as detailed in Appendix W IX.B. | <ul style="list-style-type: none"> • 100% • Monthly | \$50 per erroneous data element, plus all costs incurred by the Contractor, the OTDA, the DTF and each local district SCU, to complete the action deemed appropriate by the OTDA to correct Contractor errors, as determined by OTDA, to include but not limited to: programming support costs, salary and non-salary costs, and bank service fees. |

| # | Performance Standard | Benchmark/ Threshold Measurement and Frequency | Liquidated Damages / Calculations |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 22 | <p>Timeliness of New Hire Notification, Data Capture, Putative Father Registry data file transmissions: Failure to transmit, within the required timeframes:</p> <ol style="list-style-type: none"> 1) New Hire Notification data files to OTDA and DTF Appendix W IX.B.6 2) Data capture data files to OTDA Appendix W X.A.1.m; or 3) Putative Father Registry data files to OTDA Appendix W XI.E. | <ul style="list-style-type: none"> • 100% • Monthly | <p>\$1,000 per data file for 1 monthly occurrence \$1,250 per data file if 2 through 5 monthly occurrences \$2,000 per data file if 6 or more monthly occurrences (i.e.: 1 failure = 1 X 1,000 8 failures = 8 X \$2,000)</p> |
| 23 | <p>Data Capture accuracy rate: Process and capture all data elements for every document as detailed in Appendix W X.B thru F.</p> | <ul style="list-style-type: none"> • 100% • Monthly | <p>\$50 per erroneous data element</p> |
| 24 | <p>Putative Father Registry accuracy rate: Capture data from Putative Father Registry documents as described in Appendix W XI.D</p> | <ul style="list-style-type: none"> • 100% • Monthly | <p>\$50 per erroneous data element</p> |

| # | Performance Standard | Benchmark/ Threshold Measurement and Frequency | Liquidated Damages / Calculations |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 25 | Child Support Customer Service IVR updates: Failure to update the IVR system as described in Appendix W XIII.C.1.b and D.1.b, within the required timeframe: <ol style="list-style-type: none"> 1) By 7:30 AM, ET, on the first Monday of each month, for monthly master file data; or 2) By 7:30 AM, ET, each day for daily data file updates. | <ul style="list-style-type: none"> • 100% • Monthly | \$2,500 per failure for 1 monthly occurrence \$5,000 per failure if 2 through 5 monthly occurrences \$10,000 per failure if 6 or more monthly occurrence (i.e.: 1 failure = 1 X \$2,500 4 failures = 4 X \$5,000) |
| 26 | Child Support Customer Service IVR capacity: Failure to meet call volume demands. | <ul style="list-style-type: none"> • 100% • Monthly | For each whole % point below the standard, 1% of the total Contract monthly invoice |
| 27 | Child Support Customer Service IVR transfers: Failure to transfer a caller to the Customer Service Representative queue during hours of operation, as detailed in Appendix W XII.A.1.e. | <ul style="list-style-type: none"> • 100% • Monthly | \$1,000 or 1% of total Contract monthly invoice (whichever is greater), plus an additional \$1,000 or 1% of total Contract monthly invoice (whichever is greater) for each whole % below this standard |
| 28 | Child Support Customer Service IVR access: Failure to maintain 24-hour access to IVR each day. | <ul style="list-style-type: none"> • 100% • Monthly | The first 30 minutes of downtime there is no damages assigned \$5,000 for 2 or more occurrences within 24 hours Occurrence is 30 minutes of inaccessibility to callers |

| # | Performance Standard | Benchmark/ Threshold Measurement and Frequency | Liquidated Damages / Calculations |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 29 | Child Support Customer Service IVR problems: Failure to notify the OTDA of any problems with telephone access or line usage within fifteen (15) minutes. | <ul style="list-style-type: none"> • 100% • Monthly | <p>\$2,500 per every additional 15 minutes, up to 60 minutes (\$7,500)</p> <p>From 61 – 120 minutes: \$15,000</p> <p>Additional \$10,000 for each subsequent hour</p> |
| 30 | Administration Key Staff positions: Failure to fill a vacant Key Staff position for more than 10 consecutive business days. | <ul style="list-style-type: none"> • Vacant more than 10 consecutive business days | \$2,500 per business day that the Key Staff position is vacant beyond the requirement |
| 31 | Administration Key Staff Presence: Failure of Key Staff to be present on site for at least 229 business days per year as required. | <ul style="list-style-type: none"> • 229 business days • Annually | <p>\$2,500 per business day less than 229 business days</p> <p>Example: (228 business days = \$2,500 227 business days = \$5,000)</p> |
| 32 | Administration Bank Reconciliation: Failure to complete daily and monthly bank reconciliation of the New York State Child Support Processing Center bank account. | <ul style="list-style-type: none"> • 100% • Daily and Monthly | \$1,000 per day a reconciliation is not provided by the due date, and for each day thereafter until it is provided. |
| 33 | Administration Turnover Plan: Failure to deliver a Turnover Plan to OTDA fifteen (15) months prior to the termination or expiration of the Contract. | <ul style="list-style-type: none"> • 100% • Daily | \$1,000 per business day |

| # | Performance Standard | Benchmark/ Threshold Measurement and Frequency | Liquidated Damages / Calculations |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 34 | Administration Turnover Deliverables: Failure, for each deliverable, to meet the milestone or perform the deliverable in the OTDA-approved Turnover Plan. Appendix W V.A.1.a | <ul style="list-style-type: none"> • 100% • Daily | \$1,000 per deliverable, per business day (i.e.: 1 deliverable, 1 day late = 1 X 1 X \$1,000 2 deliverables, 4 days late = 2 X 4 X \$1,000) |
| 35 | Other -CAP: Failure to deliver a Corrective Action Plan within two (2) business days. Appendix O Section 2 | <ul style="list-style-type: none"> • 100% • Daily | \$10,000 per business day |
| 36 | CSH Customer Service monthly wait time: Failure to maintain a monthly average wait time below 2 minutes. Appendix W XIII.E.1.c | <ul style="list-style-type: none"> • 100% • Monthly | \$1,000 or 1% of total Contract monthly invoice (whichever is greater) for failure to meet standard, and additional \$1,000 or 1% of total Contract monthly invoice (whichever is greater) for each whole % below standard |
| 37 | Customer Service wait time per call: Failure to maintain a wait time that is below 4 minutes per call. | <ul style="list-style-type: none"> • 100% • Monthly | \$50 per call for 1 – 50 monthly occurrences \$100 per call for more than 50 monthly occurrences (i.e.: 1 call = 1 X \$50 55 calls = 55 X \$100) |
| 38 | Customer Service accuracy rate: Failure to convey the information in the system accurately and/or completely, as detailed in Appendix XII.M.5 and 6. | <ul style="list-style-type: none"> • 96% • Monthly | \$50 per call that does not meet the standard |

| # | Performance Standard | Benchmark/ Threshold Measurement and Frequency | Liquidated Damages / Calculations |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 39 | Customer Service Recordings: Failure to record each call activity on the child support system and on any system that supports customer service. | <ul style="list-style-type: none"> • 100% • Monthly | \$50 per call for 50 or fewer calls not recorded in a month \$100 per call for 51 or more calls not recorded in a month (i.e.: 1 failure = 1 X \$50 55 failures = 55 X \$100) |
| 40 | Customer Service Application Updates: Failure to update the application with call referral information within the same day the call is received for case review. Appendix W.XIII.F.1f. | <ul style="list-style-type: none"> • 100% • Daily | \$1,000 per failure |
| 41 | Customer Service Software Application availability: Failure to meet availability requirements for users during Hours of Operation (8am – 7pm) Appendix W VIII.A.3 and VIII.E.4 | <ul style="list-style-type: none"> • 100% • Monthly | \$2,500, and an additional \$2,500 for each whole % point below standard (e.g., \$2,500 fine for an availability of 99.9%, and \$5,000 for an availability of 99%) |
| 42 | Customer Service Software Application uptime: Failure to meet 99% uptime (except for allowed downtime, and downtime beyond vendor control) | <ul style="list-style-type: none"> • 99% • Monthly | \$2,500, and an additional \$2,500 for each whole % point below standard (e.g., \$2,500 fine for an uptime of 98.9%, and \$5,000 for an uptime of 98%) |
| 43 | Customer Service Call timeframes: Failure to provide a copy of a call recording within the required timeframes Appendix W XIII.G.1d. | <ul style="list-style-type: none"> • 100% • Daily | \$1,000 per call recording not provided within the required timeframe |

| # | Performance Standard | Benchmark/ Threshold Measurement and Frequency | Liquidated Damages / Calculations |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 44 | Customer Service Availability: Failure to provide Customer Services with full or partial availability as set forth in Appendix W XIII.E.2 | <ul style="list-style-type: none"> • 99.9% • Monthly | \$2,500 per hour for 1 monthly occurrence \$5,000 per hour for 2 monthly occurrences \$10,000 per hour for 3 or more monthly occurrences (i.e.: 1 failure = 1 X \$2,500 4 failures = 4 X \$10,000) |

Appendix T
Draft Agreement

**STATE OF NEW YORK
OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE
CONTRACT NUMBER C022642**

Centralized Support Collection and Enforcement

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made by and between the New York State Office of Temporary and Disability Assistance (hereinafter "OTDA") whose main office and principal place of business is 40 North Pearl Street, Albany, New York, 12243, and **Enter Contractor Name here** the Contractor (hereinafter "Contractor") whose office is located at **Enter contractor's address here** is effective as of the date of approval by the New York State Office of the State Comptroller.

W I T N E S S E T H

WHEREAS, based upon the evaluation of Proposals submitted in response to the Centralized Support Collection and Enforcement RFP, it has been determined that the Contractor's Proposal offered the best value solution and it would be in the best interest of OTDA to retain the Contractor to perform the Services in accordance with the terms and conditions of this Agreement;

WHEREAS, the Contractor is ready, willing and able to provide such Services.

NOW, THEREFORE, in consideration of the terms set forth and the mutual covenants and obligations of the parties, the parties do hereby agree as follows:

ARTICLE 1: AGREEMENT DURATION AND AMENDMENT

The term of the Agreement will be for a period of eleven (11) months for Transition beginning on August 1, 2024, or upon approval of the Contract by the Office of State Comptroller, whichever is later, followed by a five (5) year term. OTDA, at its sole discretion, may, upon written notice to the Contractor, extend this Agreement for up to two (2) successive terms of twelve (12) months by amendment, which the Contractor agrees to execute.

Pricing for each twelve (12) month extension period shall not be subject to change.

The Agreement shall not become effective until it has been signed by OTDA and the Contractor and approved by the Office of the Attorney General (OAG) and the Office of the State Comptroller (OSC), subject to the termination provisions of Appendix B, Sections 20 and 21. The parties also agree that the effectiveness of the Agreement is conditioned upon receipt of any approval required pursuant to Federal law to permit full Federal Financial Participation in the costs thereof.

The OTDA shall have the right to amend the terms and conditions of the Agreement in the event applicable Federal or New York State laws, regulations, policies, rules or guidelines are altered from those existing at the time this Agreement is executed in order to be in continuous compliance therewith to the extent this Agreement is impacted by any such change. The Contractor shall be entitled to reasonable compensation for increased costs to be incurred as a result of any changes pursuant to this paragraph. It shall be understood that, in the event the OTDA and the Contractor are unable to mutually agree to a set of terms and conditions through re-negotiations, the terms and conditions required to continue this Agreement in compliance with revised Federal or New York State laws, regulations, policies, rules or guidelines shall be decided by the Commissioner of the OTDA or their duly authorized representative(s).

Unless otherwise provided, this Agreement is subject to amendment only upon mutual consent of the parties, reduced to writing and approved by OSC if applicable.

ARTICLE 2: MERGER OF DOCUMENTS/CONFLICTS OF CLAUSES

This Agreement shall be deemed inclusive of the following documents. Only documents expressly mentioned below shall be deemed part of this Agreement.

Conflicts between these documents shall be resolved in the following order of precedence:

- A. Appendix A – Standard Clauses for New York State Contracts
- B. Amendments to this Contract (if any)
- C. AGREEMENT – (This Document)
- D. Appendix B-1 OTDA Security and Confidentiality Terms
- E. Appendix B – OTDA Terms and Conditions
- F. Appendix C – Offeror's Certified Statements, as completed by the Contractor
- G. Appendix P as completed by the Contractor and approved by OTDA
- H. The RFP, including all RFP amendments, the Questions and Answers, all Appendices, Attachments and Exhibits
- I. Contractor's Proposal, including all Appendices, Attachments and Exhibits as completed by the Contractor

The document most recent in time in each category above shall take precedence over any conflicting document included in such category.

ARTICLE 3: COMPENSATION

OTDA shall compensate the Contractor pursuant to the terms set forth in the Agreement including the Financial Proposal as set forth in the Contractor's Proposal, (Appendix P).

As indicated in Appendix P and this section, certain specific items such as Disbursement Processing – Checks, Payment Processing – Mail, and Notice Processing are subject to an annual adjustment in year four (4) and five (5). The annual adjustment in year four (4) and five (5) shall occur on the Contract Anniversary Dates commensurate with the percentage increase or decrease in the **Consumer Price Index-All Urban Consumers, U.S. All items** as published by the US Bureau of Labor Statistics, or 3%, whichever is less, for the preceding Contract Anniversary Date. CPI increase will be determined by using the most current information available sixty days prior to the Contract Anniversary Date, compared to the same month of the prior year. Contractor must provide written notice of such adjustment 30 days prior to the Contract Anniversary Date and, upon OTDA approval, it shall become effective beginning on the first invoice period after the Contract Anniversary Date. Should the CPI decrease, OTDA may, at its election, apply such decrease to the pricing. Adjustments may also apply to potential extension years six (6) and seven (7).

No charges other than those specified as being eligible for CPI in Appendix P will be subject to the annual adjustment.

ARTICLE 4: PAYMENT AND INVOICES

The State has no obligation to make payment until all required approvals, including the approval of the OAG and OSC, if required, have been obtained and the Contract is fully executed.

Vendor Maintenance and the Statewide Financial System:

The contractor must maintain up to date vendor files as required by the New York State Office of the Comptroller (OSC), including the requirement to file a Substitute Form W-9. Vendors that are not currently registered with a New York Statewide Financial System (SFS) Vendor File will need to complete an [AC3237-S New York State Substitute Form W-9](#) and return it to OTDA's Bureau of Contract Management to initiate the creation of a New York State Vendor File.

The SFS Self-Service Portal online application is the preferred method to perform updates to a vendor's New York State vendor account information on the Vendor File. If you have not already signed up for this convenient and helpful tool, information on doing so is also available on the State Comptroller's website at: www.osc.state.ny.us/vendor_management. Any changes to your business name, structure, taxpayer ID or any other change that may require a new vendor file should be reported to OTDA promptly. Technical questions regarding your SFS Vendor Profile can be directed to: HelpDesk@sfs.ny.gov.

Invoicing:

The Contractor shall submit only ONE complete and accurate monthly invoice (with ONE unique invoice number) for all services/cumulative periods of services rendered during that month; along with a completed Claim for Payment Form ([AC 3253-S](#)). Invoices must be sent to OTDA's designated payment office, the New York State Business Services Center (BSC) in order to receive payment. Payments to the Contractor shall be based on the prices and/or rates set forth in APPENDIX P attached hereto and should be invoiced at the proper rate.

Monthly invoicing shall be submitted in arrears by the Contractor.

Invoices must contain:

- The Contractor's legal business name,
- remit-to address,
- NYS Vendor ID#,
- Invoice Date (the date the invoice was created),
- A Unique Invoice Number,
- Contractor Contact Information,
- The Agency you are Billing (OTDA)
- Unit ID# TDA01,
- The NYS Contract ID Number for this Agreement (C022642),
- The period of service for which the claim is made or reference to deliverable completed,
- A description of each invoiced item or service,
 - The date(s) of service,
 - the rate(s) charged as per Appendix P,
 - the unit of measure, and
 - the quantity of the item or service
- The cumulative invoice total being requested

If prompt payment discounts are applicable, the terms of the discounts **MUST** be included on all invoices as well as the amounts due if OTDA meets the terms, and the date for which the prompt payment discount(s) expires.

Invoices that do not comply with the above guidelines may be rejected and returned to the vendor for corrections.

The contractor shall send the Invoice and Claim for Payment Form to the BSC using the following guidelines:

- Send only one invoice per email to AccountsPayable@ogs.ny.gov. The subject field should include: agency name and invoice number.
- Invoices must be in a non-editable format (preferably a PDF).
- Excel and Word files should be converted to PDF to ensure data presentation/integrity.
- Do not send zip files, encrypted, or password protected emails.
- Invoices should not include confidential information, such as social security numbers, patient names, and medical diagnosis.
- Preferably emails are under 20 mb and less than 100 pages.
- Invoices should not include gif files or pictures.
- DO **NOT** send Backup documentation to the BSC.

The contractor shall also concurrently supply the OTDA with a copy of the complete Invoice package, which was sent to the BSC, and all contractually required supporting documentation to the contact listed below:

A. Preferred Method: Email to OTDA at ContractAdmin@otda.ny.gov with a subject field as follows for invoices:

Subject: Unit ID: TDA01 Contract #C022642

B. Alternate Method: Mail to OTDA at the following U.S. postal address:

NYS Office of Temporary and Disability Assistance
Attn: Contract Administration Bureau
Office of Temporary and Disability Assistance
Child Support Services
40 North Pearl Street
Albany, New York 12243

The Contractor shall submit backup documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be complete and provided in a manner satisfactory and acceptable to OTDA. Additional supporting documentation may be requested by OTDA to support the invoice, as deemed necessary.

Additionally, the OTDA may at its discretion, withhold any payment due under this Agreement until such time as the Contractor has submitted to OTDA all Deliverables, including reports, which are due prior to invoice including those in accordance with the requirements of Appendix Z. These include when applicable, but are not limited to:

- Receipts
- timecards
- Reports
- Consultant Disclosure Form B
- MWBE Contractors Compliance Reports

Any outstanding MWBE and SDVOB Contractor's Compliance Reports, if applicable, will be due when submitting the invoice for the final month of services rendered under the contract.

Form B must be received by the OTDA by the defined due date of April 30th. For contracts that end prior to March 31st of any calendar year, the Form B will be due when submitting the invoice for the final month of services rendered under the contract.

The State shall not be liable for the payment of any taxes under this Agreement, however, designated, levied, or imposed. No person, firm, or corporation is exempt from paying the State truck mileage, unemployment insurances taxes and other Federal, State, and local taxes to which the Contractor is subject.

The State represents that the Contractor is not liable for the payment of any transfer taxes including, but not limited to, sales taxes upon goods or services purchased for or provided for the State. For purposes of tax-free transactions under the Internal Revenue Code, the New York State Registration Number is 14740026K.

C022642

The State may, in its discretion, automatically generate a voucher in accordance with the contract. The State reserves the right to require the Contractor to submit billing invoices electronically.

Electronic Payments:

Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check. OSC's ePayments enrollment can be initiated and/or updated in the contractor's SFS Vendor Self-Service Portal.

Non-Compliance:

In the event that the Contractor submits an inaccurate or incomplete invoice, OTDA may refuse to pay the invoice and may return it to the Contractor with a written explanation for the decision to refuse payment. The Contractor must submit a corrected invoice within 30 days. OTDA reserves the right to deem the Contractor non-compliant and to terminate the contract if, after having been giving notice and an opportunity to cure, the Contractor fails to submit accurate and complete invoices on more than 3 occasions during the term of the contract.

Timeliness of Payments:

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

Lack of submission of any contractually required supporting documentation or inaccurate or incomplete invoices, may "stop the clock" on the invoice until proper documentation is submitted or issues are resolved.

Contractor Inquiry on Paid Invoices through SFS:

The Contractor may view payments and view other pertinent information in the SFS Vendor Portal. Advantages of using the SFS website include but are not limited to:

- 24/7 online access,
- Ability to create detailed reports in a few easy steps,
- Track and receive payments,
- Check Status of Purchase Orders,
- Maintain vendor information,
- See when your invoice will be paid,
- Review details about a payment you received

The contractor's designated user can access the SFS Vendor Portal at: <https://esupplier.sfs.ny.gov>. Technical assistance can be obtained by contacting: HelpDesk@sfs.ny.gov.

For additional payment questions on previously submitted invoices or past due invoices, you may also contact the BSC at APinquiries@ogs.ny.gov.

ARTICLE 5: MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISE (MWBE) REPORTING REQUIREMENTS

The Contractor shall comply with New York State Executive Law Article 15-A, Appendix Z, and OTDA's New York State Contract System compliance and reporting requirements as set forth below:

- A. OTDA has developed compliance requirements to ensure that (i) all Contractors as defined under Executive Law § 310 (3) (to include those who submit bids/proposals in an effort to be selected for Contract award as well as those successful Offerors/ proposers with whom OTDA enters into State Contracts, as defined in Executive Law § 310 (13) [hereinafter "Contractors"], as well as proposed or actual "Subcontractors", as defined in Executive Law § 310 (14) shall comply with requirements to ensure Equal Employment Opportunities for Minority Group Members and Women, and, (ii) the meaningful participation of certified Minority or Women-owned Business Enterprises (MWBEs) in the OTDA procurement process. Contractors participating in and/or selected for procurement opportunities with OTDA shall fulfill their obligations to comply with applicable Federal, State and Local requirements concerning Equal Employment Opportunity and opportunities for Minority and Women Business Enterprises, including but not limited to the Statute and its implementing regulations as promulgated by the New York State Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-145. Please refer to Appendix Z, attached and incorporated by reference herein, for the specific EEO/MWBE requirements.
- B. To streamline MWBE compliance tracking, vendors may now report payments and track goals using an electronic monitoring and compliance system. The New York State Contract System will allow vendors to electronically update their contact information, provide Subcontractor payment data for Contract audits and provide revenue and payment data for concession audits. The system will also allow Subcontractors to enter the system to verify receipt of Contractor payments. Data is to be submitted without change to the Contractor's MWBE Utilization Plan nor the MWBE participation goals as specified in the RFP or Contract, unless otherwise authorized by OTDA. The electronic monitoring and reporting system can be viewed at <https://ny.newnyContracts.com>. The Vendor Guide and Vendor Training Manual are available on the OTDA's internet site at <http://otda.ny.gov/Contracts/mwbe/forms.asp>.
- C. Please refer to Appendix Z for the specific EEO/MWBE requirements and associated forms required by this procurement. These forms are to be submitted without change to the MWBE participation goals as specified in the RFP or Contract, unless otherwise authorized by OTDA. The forms that are identified in Appendix Z are also available on OTDA's Internet site at <http://otda.ny.gov/Contracts/mwbe/forms.asp>.

For purposes of this Contract, OTDA hereby establishes an overall goal of **30%** for MWBE participation, **15%** for New York State certified Minority Business Enterprise ("MBE") participation and **15%** for New York State certified Women Business Enterprise ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A Contractor ("Contractor") on the subject Contract ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract and the Contractor agrees that OTDA may withhold payment pending receipt of the required M/WBE documentation. The New York State MWBE Directory can be viewed at:

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<https://ny.newnyContracts.com>. For guidance on how OTDA will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

ARTICLE 5a: PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

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

- A. Contractor agrees, to the maximum extent practical and consistent with legal requirements of the State Finance Law, the Executive Law and any implementing regulations, to use NYS certified Service-Disabled Veteran-Owned Business Enterprises (SDVOBs) in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs.
- B. Contractor acknowledges being subject to the provisions of Executive Law Article 17-B and the applicable regulations (9 NYCRR Part 252), and that the directory of NYS certified SDVOBs is located at: <https://online.ogs.ny.gov/SDVOB/search>.
- C. Contractor acknowledges that the SDVOB utilization goal for this Agreement is **6** %.
- D. Contractor further acknowledges that this requirement is separate and distinct from the similar requirement elsewhere in this Agreement to utilize small, minority and women-owned businesses (M/WBEs), consistent with current State law (Executive Law, Article 15-A).
- E. Contractor agrees to report on actual participation by each SDVOB during the term of the contract to OTDA on a quarterly basis according to policies and procedures set by OTDA in Appendix Y of this contract.
- F. Contractor agrees that, following contract execution, if OTDA determines that the contractor may not have acted in good faith, has failed, is failing, or is refusing to comply with the participation or utilization contractual goals for SDVOB participation, OTDA may, after giving the contractor an opportunity to be heard, make a determination that Contractor has failed to meet the contract goals and may be in breach of contract.

Upon determination that the Contractor is in breach of contract, as set forth in this Article, OTDA may require the submission of a corrective action plan for meeting the contractual goals, and may also assess actual damages as authorized by regulation [9NYCRR Section 252.2 (s)] based on the actual cost incurred by the State agency, related to the State agency's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified service-disabled veteran-owned business enterprise programmatic goals.

Information about SDVOB certification and set asides for SDVOB participation in public procurement can be found at: <https://ogs.ny.gov/veterans>, which provides certification information and guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.

ARTICLE 6: NOTICES

Any notice or other communication given pursuant to this Agreement shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five days following the deposit of same into the United States Postal Service mail (certified mail, return receipt requested, or first class postage prepaid), upon read receipt if sent via email, or upon actual receipt by the intended party if the same is sent by overnight mail service, addressed to such party at the address set forth in this Agreement. Either party may designate a different address by notice to the other given in accordance herewith.

Notices to OTDA shall be addressed as follows, unless directed otherwise:

OTDA:

NYS Office of Temporary and Disability Assistance
Attn: Director of Payment Processing Services
Child Support Services
40 North Pearl St 13 C
Albany, New York 12234
Telephone Number: (518) 474-9081
E-Mail Address: ContractAdmin@otda.ny.gov

Should either party change their contact information, they must send notification of such change to the other party within 15 business days of such change.

Unless otherwise noted, all communications with the Contractor shall be to the person designated in the RFP document section NOTICE TO BIDDER, Bidder Information.

ARTICLE 7: SERVICES

OTDA hereby retains the Contractor to perform the Services, and the Contractor agrees to perform the Services, which shall include all deliverables, work and/or work products as described in Appendix W (Scope of Work).

Nothing contained herein shall prohibit OTDA from Contracting at any time with third parties or from performing any of the work itself or through other State entities, for any Services that otherwise may be requested or required of the Contractor pursuant to this Agreement, and the Contractor shall not assert an exclusive right to perform such Services.

The Contractor shall provide to OTDA, upon request, Services and commodities at the rates contained in Appendix P, or less.

The Contractor accepts sole and complete responsibility for the timely accomplishment of all activities required of Contractor and its subcontractors under this Agreement and to provide the Services and commodities as specified in accordance with the Appendices W and P. Full responsibility for the delivery of Services provided by another firm which is a subcontractor or vendor to the Contractor under this Agreement must be assumed by the Contractor.

The OTDA Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the Contractor's facilities.

The Contractor agrees to strict adherence to the requirements outlined in Appendix W (Scope of Work).

Upon expiration of this Agreement, the Contractor agrees to cooperate in assisting OTDA with transition of the Services provided through this Agreement to any new Contractor selected for subsequent Contract periods.

ARTICLE 8: CONFLICTS OF INTEREST

- A. The Contractor has provided a form (“Offeror Assurance of No Conflict of Interest or Detrimental Effect”), signed by an authorized legal representative, authorized to bind the Contractor Contractually, attesting that the Contractor’s performance of the Services does not and will not create a conflict of interest with, nor position the Contractor to breach any other Contract currently in force with the State of New York, and that the Contractor will not act in any manner that is detrimental to any State project on which the Contractor is rendering Services.
- B. The 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 the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify OTDA immediately of any actual or potential conflicts of interest by completing and submitting an updated form entitled, “Contractor’s Certification/Acknowledgements/Understanding”. The Contractor shall also notify OTDA of any new potential conflicts of interest and of any new Contractor staff that are prior OTDA employees during the term of the Contract, by submitting an updated form entitled, “Contractor’s Certification/Acknowledgements/Understanding”.
- C. In conjunction with any subcontract under this Agreement, the Contractor shall obtain and deliver to OTDA, prior to entering into a subcontract, a “Offeror Assurance of No Conflict of Interest or Detrimental Effect” form, signed by an authorized executive or legal representative(s) authorized to bind the Subcontractor Contractually. The Contractor shall also require in any Subcontracting Agreement that the Subcontractor, in conjunction with any further Subcontracting Agreement, obtain and deliver to OTDA a signed and completed, “Offeror Assurance of No Conflict of Interest or Detrimental Effect” form, for each of its Subcontractors prior to entering into a subcontract.
- D. OTDA and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing, or establish new, relationships. OTDA 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 OTDA, a real or potential conflict of interest cannot be cured.

ARTICLE 9: RESPONSIBILITY TERMS

- A. The Contractor shall at all times during the Contract Term remain responsible. The Contractor agrees, if requested by the Commissioner of OTDA or his/her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. The Contractor represents that it has, to the best of its knowledge, truthfully and thoroughly completed the Contractor’s Vendor Responsibility Questionnaire (“Responsibility Questionnaire”) provided to the Contractor by OTDA prior to execution

of this Agreement. The Contractor further represents that as of the date of execution of this Agreement, there are no material events, omissions, changes, or corrections to such document requiring an amendment to the Responsibility Questionnaire.

- C. The Contractor shall provide to OTDA updates to the Responsibility Questionnaire if any material event(s) occurs requiring an amendment or as new information related to such Responsibility Questionnaire becomes available. The Contractor shall, on an annual basis from the anniversary date of execution of this Agreement, re-certify such Responsibility Questionnaire, noting any changes, whether material or non-material, or submit a certification of “no change” to OTDA.
- D. Notwithstanding Subsection (B) hereinabove, OTDA reserves the right, in its sole discretion, at any time during the term of this Agreement, (i) to require updates or clarifications to the Responsibility Questionnaire, (ii) to inquire about information included in or omitted from the Responsibility Questionnaire, and (iii) to require the Contractor to provide such information to OTDA within a reasonable timeframe to be established at OTDA’s sole discretion.
- E. OTDA reserves the right to make a final determination of the Contractor’s non-responsibility (“Determination of Non-Responsibility”) at any time during the term of this Agreement based on (i) any information provided in the Responsibility Questionnaire and/or in any updates, clarifications, or amendments thereof; or (ii) the Contractor’s failure to disclose material information; or (iii) OTDA’s discovery of any other material information which pertains to the Contractor’s responsibility.
- F. Suspension of Work (For Non-Responsibility): The Commissioner of OTDA or his/her designee, in his/her sole discretion, reserves the right to immediately suspend any or all activities under the Contract resulting from this RFP, at any time, when he/she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OTDA or his/her designee issues a written notice authorizing a resumption of performance under the Contract.
- G. Termination (For Non-Responsibility): Upon written notice to the Contractor, and a reasonable opportunity for the Contractor to be heard with appropriate OTDA officials or staff, the Contract may be terminated by the Commissioner of OTDA or his/her designee at the Contractor’s expense where the Contractor is determined by the Commissioner of OTDA or his/her designee to be non-responsible. In such event, the Commissioner of OTDA or his/her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies of breach. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

ARTICLE 10: TRANSITION

The Contractor recognizes that the Services provided under this Agreement are vital to the OTDA and must continue without interruption and that upon the expiration or termination of this Agreement as specified herein, a successor contractor other than the Contractor may be

chosen to continue these Services. Contractor agrees to continue performance of the services under the terms and conditions set forth herein during the pendency of any ongoing process of selecting a successor contractor.

Upon expiration or termination of this Agreement, the Contractor shall, upon the appointment of the successor contractor, provide access for such successor contractor to all necessary records in the contractor's possession relating to the Services provided under this Agreement. The contractor shall cooperate to the fullest extent with any successor contractor in order to accomplish a smooth and orderly transition, so that the Services required are uninterrupted and are not adversely impacted by the change in contractor.

The provisions of this section shall survive the end of the term of this Agreement.

ARTICLE 11: RECORD RETENTION AND DESTRUCTION

Except as provided below, the Contractor shall preserve all Records, including all electronic Program Records, in accordance with the provisions of Paragraph 10 of Appendix A (Standard Clauses for New York State Contracts) of this Agreement. Paper Program Records must be maintained pursuant to Appendix W of this Agreement.

When Program Records have reached the end of their Record Retention Period pursuant to the above paragraph, Contractor shall present to the OTDA records for consideration of disposal. Upon written approval by the OTDA, Contractor shall destroy and/or sanitize, as appropriate to the medium, such Program Records approved for disposal by the OTDA, and any extracts, copies, or backups of same thoroughly and irretrievably.

Furthermore, OTDA may require Contractor to maintain records and data associated with matters which are, or which may reasonably be believed to be, in litigation for the period of litigation plus fifteen (15) years.

The Contractor shall be responsible during the term of the Agreement for the storage of, access to, and retrieval of:

- all copies of payment transaction documentation processed by the Contractor;
- all documentations for the deposit of collections and transfer of funds to local districts by the Contractor; and
- all new hire documentation processed by the Contractor for the most recent three (3) months of processed notifications. After three (3) months, any New Hire Notification documentation must be turned over to the New York State Department of Taxation and Finance or at the OTDA's sole discretion, confidentially destroyed and/or sanitize, as appropriate to the medium, (i.e., shredded or burned with Contractor staff person present at time of destruction).

Upon termination or expiration of the Contract, the Contractor shall transfer to the OTDA, or a successor contractor if directed by the OTDA, all records retained under the Agreement and comply with Appendix B-1 §16 "Return/Destruction of Protected Information".

The Contractor shall be responsible for assuring that the provisions of this Article shall apply to any subcontract related to performance under this Agreement.

ARTICLE 12: ACCESS REQUIREMENTS

- A. Access to Premises

To assure compliance with the Agreement and for any other reason the OTDA deems appropriate for the effective and continuing operation of the Centralized Operations, the OTDA, the OSC and any other Federal or State Agency required or authorized to conduct an investigation, and their authorized representatives and designees, shall at all times have access to all contractor personnel and the right to enter into any premises of the Contractor used in the performance of the Agreement, including the primary operations site, or such other place where duties under the Agreement are being performed, to inspect, monitor or otherwise evaluate the work performed or being performed therein, or to elicit information concerning the Centralized Operations. Contractor shall provide, read and copy access to all files, including documentation for: (1) all software and operating manuals and (2) all documentation including rules, regulations, memos and internal reports.

The OTDA shall have final authority in determining the extent of access to the Contractor's facilities for all on-site personnel, State personnel, key personnel and any other individuals whom the OTDA deems appropriate. For any such instance of access by authorized representatives or designees of any State agency or successor contractor for the Centralized Operations, the Contractor shall provide, and shall require any subcontractor to provide, access to all facilities, and shall cooperate with and assist such representatives or designees in the performance of their duties. All such instances of access shall be undertaken in such a manner as will not unduly disrupt the Contractor's operations or performance under the Agreement. The right of access provided for herein shall include on-site visits, as directed and limited by the OTDA.

The Contractor shall be responsible for assuring that these provisions apply to any subcontract related to performance under the Agreement.

B. Access to and Audit of Agreement Records

At all times during the period that the Agreement is in force the Contractor shall provide all authorized representatives of the State and Federal governments with full and prompt access to all its financial records that pertain to services performed and determination of amounts payable under the Agreement, including access to appropriate individuals with knowledge of financial records (including the Contractor's independent public auditors) and full and prompt access to all additional records, including the Contractor's operating records, that pertain to services performed and determination of amounts payable under the Agreement, including access to appropriate individuals with knowledge of such records, permitting such State and Federal representatives to examine, audit and copy such records at the site at which they are located. Such access shall include both announced and unannounced inspections and on-site audits.

All records and information obtained by the OTDA pursuant to the provisions of the Agreement, whether by audit or otherwise, shall be usable by the OTDA in any manner, in its sole discretion, it deems appropriate, and the Contractor shall have no right of confidentiality or proprietary interest in such records or information.

The Contractor shall promptly notify the OTDA of any request by another agency or entity for access to any records maintained pursuant to the Agreement.

The Contractor shall be responsible for assuring that this provision shall apply to any subcontract related to performance under the Agreement.

ARTICLE 13: CONFIDENTIALITY OF INFORMATION

The Contractor, its officers, agents and employees and subcontractors, shall treat all child support confidential information, as defined in 45 CFR 303.21(a), with particular emphasis on information relating to noncustodial and custodial parents and children, which is obtained by it through its performance under the Agreement, as confidential information as required by the laws of the State of New York and of the United States and any regulations, policies or guidelines promulgated thereunder. The Contractor must be in compliance with all NYS Information Security Policies which can be found in the NYS ITS website at <https://its.ny.gov/policies>

In addition, State Directory of New Hire data shall be governed by the secrecy provisions of the New York State Tax Law.

All child support confidential information, whether in electronic, documentary, or other format, shall be deemed confidential and shall not be disclosed by the Contractor, its officers, agents and employees or subcontractors, without the prior written approval of the Commissioner of the OTDA or a designee or as required to perform the Services under this agreement pursuant to a process or procedure approved by the OTDA. The use of information obtained by the Contractor in the performance of its duties under the Agreement shall be limited to purposes directly connected with such duties.

The Contractor may not furnish any information or documentation about the systems, processes, or Services performed under this Agreement without written consent of the OTDA.

The Contractor shall promptly advise the OTDA of all requests made to the Contractor for child support confidential information except requests made as part of the Services under this agreement pursuant to a process or procedure approved by the OTDA (e.g., parent calls to the Customer Service center). Information shall not be disclosed without written approval by the OTDA.

The Contractor shall be responsible for assuring that any agreement between the Contractor and any of its officers, agents and employees or subcontractors contains a provision which strictly comports to this provision.

A. Systems Security and Data Access

The Contractor agrees to develop, implement and update an Automated System Security and Data Access System and procedures to restrict access to confidential child support information, including New Hire Notification data, to authorized personnel only. All components/modules of such system that are necessary for the OTDA to track and monitor access to confidential child support information, systems, and supporting systems must be operational at all times. The Automated System Security and Data Access System shall meet or exceed the applicable State and Federal systems requirements.

Any information regarding the OTDA operations, including but not limited to automated systems information, not so covered by the preceding provisions of law must be kept confidential as if it were so covered.

The foregoing restrictions shall not apply to such information that is required to be disclosed pursuant to statute or order of any court.

The OTDA reserves the right to inspect the Contractor's systems and procedures to ascertain that the Contractor is adhering to the requirements of this Agreement, the approved system and procedures required above, the Security and Confidentiality Plan required below, and the secrecy provisions of the Tax Law and the Internal Revenue

Code. The OTDA may perform such inspections without affording the Contractor prior notice thereof. In addition, when Performance Audit staff is on site for another purpose, if violations of security are observed, the OTDA reserves the right to require immediate corrective action.

a. Security and Confidentiality for Personnel

Security Procedures and Confidentiality - Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (ISBNA) set forth in General Business Law Section 899-aa. Contractor shall be liable for all costs associated with its failure to comply with the system requirements and procedures required above, the Security and Confidentiality Plan required below, and the costs incurred under the ISBNA. In the event the Contractor has reason to believe that there has been unauthorized access to and/or use of the OTDA's data or the data system, the Contractor must provide immediate written notification to OTDA. The Contractor shall not delay notification while it investigates or remedies the situation. The Contractor must cooperate with activities necessary for OTDA to determine the need for notification and/or to provide the notification(s) required. Within twenty-four (24) hours of the notification by Contractor, the Contractor must report to OTDA the steps taken or proposed to be taken in response to the instance of unauthorized access. The Contractor must also notify the OTDA of the steps taken to prevent similar instances in the future as soon as is practicable after the unauthorized access is discovered.

The Contractor agrees that all Contractor staff, including permanent and temporary employees, involved in providing Services pursuant to this Agreement shall agree to and sign a non-disclosure agreement, to be provided by the OTDA. In conjunction therewith, the Contractor shall cause each such employee, as a condition of employment, to furnish his or her Social Security number.

The Contractor agrees to develop, update and implement a Security and Confidentiality Plan that shall include, but not be limited to, a Security Training Module and a Physical Security component. The Security and Confidentiality Plan shall meet or exceed the applicable state and federal systems requirements. The Contractor agrees that all new staff will receive training in accordance with the agreed upon Security Training Module and that all returning/permanent staff will be required to participate in periodic training in accordance with a Security Training Module. All employees will be required to comply with all appropriate aspects of the Security and Confidentiality Plan which includes, but is not limited to, displaying/using a designated access card. All vendors and visitors will also be governed by the applicable aspects of the Physical Security component of the Security and Confidentiality Plan, such as signing in a logbook, and accessing the facility through the Vendor Corridor. An initial draft of this Plan shall be provided to the OTDA as part of the Transition Plan and shall be updated from time to time to meet any additional requirements imposed by state or federal law, regulation or policy during the Contract Term.

b. Physical Security

The Contractor agrees to develop, implement and update a Physical Security component of the Security and Confidentiality Plan to ensure that all appropriate and necessary measures are taken to prevent unauthorized access to the designated processing sites and that such sites are appropriately restricted and/or monitored for the safety and confidentiality of the confidential child support information.

c. Audits

The OTDA reserves the right to audit the Contractor's systems and procedures to ascertain that the Contractor is adhering to the systems security and confidentiality provisions set forth in this Agreement and the Security and Confidentiality Plan. The OTDA may perform security audits without affording the Contractor prior notice. In addition, when the Performance Audit staff is on site for another purpose, if violations of security are observed, the OTDA reserves the right to require corrective action and to impose Liquidated Damages as identified in Section 6 of this RFP.

d. Survival

These confidentiality provisions shall survive termination or expiration of the contract.

B. Federal Tax Return Information

a. Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the Contractor.
- (2) The Contractor and Contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The Contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the OTDA and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the Contractor or the Contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The Contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the Contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the Contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the OTDA. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the OTDA with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without

the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the Contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the OTDA under this contract assumes toward the Contractor, and the subcontractor shall assume toward the Contractor all the same obligations, duties and responsibilities which the Contractor assumes toward the OTDA under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the Contractor hereunder by the same terms and conditions by which the Contractor is bound and obligated to the OTDA under this contract.

(12) For purposes of this contract, the term "Contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI. For full definition of Contractor and Subcontractor see Appendix B §1.

(13) The OTDA will have the right to void the contract if the Contractor fails to meet the terms of FTI safeguards described herein.

b. Criminal/Civil Sanctions

(1) Each officer or employee of a Contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a Contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a Contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to OTDA records which contain individually identifiable information, the disclosure of which is

prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or OTDA not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a Contractor access to FTI must be preceded by certifying that each officer or employee understands the OTDA's security policy and procedures for safeguarding FTI. A Contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the OTDA's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the OTDA's files for review. As part of the certification and at least annually afterwards, a Contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the OTDA's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For the initial certification and the annual recertifications, the Contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. Inspections

The IRS and the OTDA, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with FTI safeguard requirements.

ARTICLE 14: LOBBYING CERTIFICATION

Section 1352 of Title 31 of the U.S. Code requires that funds appropriated to a federal agency be subject to a requirement that any Federal Contractor or grantee (such as OTDA) must be required to certify that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress. The certification that OTDA has been required to sign for the U.S. Health and Human Services Administration for Children and Family Services provides that the language of this certification (shall) be included in the award documents for all sub-awards at all tiers (including Subcontracts, sub-grants, and Contracts under grants, loans and cooperative Agreements) and that all sub-recipients shall certify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Contractor understands and agrees to the Federal requirements for certification and disclosure.

ARTICLE 15: OTHER AGENCY USE

Upon request by any other New York State Agency, the Contractor may enter into an Agreement with such agency for the purchase of the goods and services that are the subject of this Agreement. Such new Agreement shall provide that the cost of such goods and services to the agency entering into such Agreement shall be the same as charged to OTDA under this Agreement except that the Contractor shall be permitted to negotiate an increase in price to the

extent it can show an increase in the cost of providing goods and services which can be attributed to the fact that the agency requires the Contractor to be obligated to standard Contractual provisions that are more onerous than those contained in Appendix A. In the event that a volume discount is applicable to the increase in services due to other agency use, both OTDA and the other agency shall share in the cost savings.

Upon request by a local social services district, New York City Human Resources Administration (NYC HRA) or its designated purchasing agent, the Contractor may enter into an Agreement with such district or agent for the purchase of the goods and services that are the subject of this Agreement. Such new Agreement shall provide that the cost of such goods and services to the district/agent entering into such Agreement shall be the same as charged to OTDA under this Agreement except that the Contractor shall be permitted to negotiate an increase in price to the extent it can show an increase in the cost of providing goods and services which can be attributed to the fact that the municipality constituting the local social services district requires the Contractor to be obligated to standard Contractual provisions are more onerous than those contained in Standard New York State Appendix A. In the event that a volume discount is applicable to the increase in services due to other agency use, both OTDA and the other agency shall share in the cost savings.

ARTICLE 16 LETTER OF CREDIT

The Letter of Credit required under the RFP Section III. H. will be provided to OTDA at the sole expense of the Contractor. The institution that holds the Letter of Credit may not have any financial affiliation with the Contractor. The OTDA will be entitled to demand payment from said Letter of Credit in the event liquidated damages are assessed during the term of the Agreement and/or for damages or losses incurred as a result of the Contractor's non-performance or poor performance. In the event of damages occurring as a result of non-performance, and/or in the event of breach of this Agreement resulting in damages to the OTDA, the OTDA may demand disbursement of all or any portion(s) of the face value of the Letter of Credit to recover said damages and/or liquidated damages. Such disbursements, pursuant to demand of all or any portion(s) of the face value of the Letter of Credit, may be affected by the OTDA's submission of written notice(s) to the institution that issued the Letter of Credit on behalf of the Contractor. Partial disbursement(s), pursuant to demand, shall not terminate the Letter of Credit, but the balance shall be diminished by any amounts disbursed and shall otherwise remain in effect. In the event that the OTDA elects to exercise its option to extend the Agreement beyond the Contract Term, the Contractor shall provide documentation not less than thirty (30) days prior to any such extension, evidencing the fact that said letter of credit have been extended to be coterminous with the contract.

ARTICLE 17: MISCELLANEOUS PROVISIONS

A. THE NEW YORK STATE PRINTING AND PUBLIC DOCUMENTS LAW

The New York State Printing and Public Documents Law at Section 7, requires that all lithographic inks used in the production of New York State printing must contain the following minimum percentages of vegetable oil: News Inks – 40%; Sheet Fed Inks – 20%; Forms Inks – 20%; and Heat Set Inks – 10%.

B. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

C. STANDARD OF INTERPRETATION

The Contractor shall perform under the Agreement in a manner to fully ensure smooth, non-disruptive performance of the Centralized Operations during the term of the Agreement, and to ensure thereafter, smooth, non-disruptive assumption and performance of the Centralized Operations by the OTDA or a successor contractor, consistent with the terms of the Agreement.

Performance by the Contractor under the Agreement shall at all times be consistent with its fundamental premises and the Agreement shall be construed accordingly.

Disagreement between the parties concerning interpretation of the Agreement shall be subject to the "Disputes" provision in the Agreement.

D. SURVIVAL

The provisions of this Cover Agreement, Appendix A, Appendix B, and Appendix B-1 shall survive the expiration or termination of this Agreement.

ARTICLE 18: ENTIRE AGREEMENT AND APPROVALS

All provisions stated in the Centralized Support and Collection RFP are incorporated into this Agreement and are part of the Contractual obligations under this Agreement, unless explicitly stated herein that such provision(s) is deemed excluded from this Agreement.

This Agreement, attachments and the appendices attached hereto constitute the entire Agreement between the parties with respect to the subject matter; all other prior agreements, representations, statements, negotiations and undertakings are superseded hereby. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement. It is understood that unless the context clearly indicates otherwise, all references herein to this Agreement shall be deemed to include the Attachments and Appendices attached hereto, subject to Article 2 (Merger of Documents/ Conflicts of Clauses) of this Agreement.

Appendix W – Scope of Work

I. Required Services.

The objectives of this contract include:

- A. Obtaining services to perform Centralized Operations in support of the administration of the New York State Child Support Program. As used in this RFP, “Centralized Operations” includes the following operations as more fully described below:
 - 1. Payment Processing – Mail and Electronic (VI)
 - 2. Disbursement Processing – Checks and Electronic (VII)
 - 3. Notice Processing (VIII)
 - 4. New Hire Notification Processing – Mail and Electronic (IX)
 - 5. Data Capture Services (X)
 - 6. Putative Father Registry (XI)
 - 7. Interactive Voice Response System (XII)
 - 8. Customer Service (XIII)
 - 9. Administration (XIV)
- B. Establishing a new Operations Facility and Customer Service Center complete with new, fully vendor-supported equipment, software, and other features to adequately perform the Centralized Operations. Although remote work is permissible, the Operations Facility must be able to accommodate a minimum of 50% in-person staff.
- C. Maintaining a level of acceptable services throughout the Contract Term to local social services districts, child support custodial and noncustodial parents, and other stakeholders.
- D. Supporting eventual Turnover of the Centralized Operations functions to OTDA or a successor contractor at the end of the Contract Term.

II. Introduction

The Child Support Enforcement Program, established by Congress in 1975 as Title IV- D of the Social Security Act (IV-D), mandates that States enact laws and carry out required functions to ensure that legally responsible persons contribute toward the support of their children. The program is committed to enforcement of support obligations both for children in families receiving public benefits such as Temporary Assistance for Needy Families (TANF), which provides relief to taxpayers by reducing program costs, and to children in families not receiving such benefits, regardless of family income level, thus aiding such families in avoiding future dependence on public assistance. Child support collected on behalf of families receiving public assistance is shared by the custodial parent, Federal, and local governments to reimburse those governments for public assistance payments made to the family. Child support collected for other families is distributed directly to these families to help them remain self-sufficient.

In New York State, the Office of Temporary and Disability Assistance is the single State agency, which, through its Division of Child Support Services (DCSS), has administered the State's Child Support Program since its inception in 1975. DCSS is responsible for

supervising, monitoring, and evaluating the Child Support Program in the fifty-eight (58) local social services districts (sometimes referred to herein as "local districts"). Each such district has a Child Support Enforcement Unit (CSEU) responsible for locating absent parents, establishing parentage, obtaining support orders, and enforcing and collecting support obligations. The district's Support Collection Unit (SCU), usually a sub-division of the CSEU, is responsible for the collection, accounting, enforcement, and disbursement functions for child support collections. Title IV-D and its implementing regulations; Sections 111-a through 111-z of the New York State Social Services Law; and OTDA regulations at 18 NYCRR 346 and 347, govern operation of the New York State Child Support Program.

With the enactment of amendments to Section 111-h of the Social Services Law in 1990, OTDA was directed to provide centralized collection and disbursement services for and on behalf of each social services district and was authorized to provide those services through a Contractor. Since that time, federal regulators have required that every state maintain Centralized Operations. Specifically, Title IV, Part D, Section 454B of the Social Security Act requires that state child support agencies must operate a centralized SDU for collection and disbursement of payments on all child support orders enforced by the child support agency and payments on all orders issued after December 31, 1993, for which income is subject to withholding. Further, those regulators require that the SDU must be directly operated by the State agency or by a Contractor directly responsible to the State agency. The SDU must use automated procedures, electronic processes, and computer driven technology to the maximum extent feasible, efficient, and economical. Fifty-eight (58) SCUs in New York State and the Non-IV-D Services Unit use the same child support computer system to manage their child support services caseload.

III. Transition

- A. Transition is the process providing an orderly and controlled changeover to a new Operations Center and Customer Service Center that meet all RFP requirements, without interruption of payments or services to local districts, noncustodial and custodial parents, income providers, OTDA, and other stakeholders.
- B. Transition Key Staff – Key Staff identified in Section IV.A will be required during Transition, Operations, and Turnover.
- C. Transition Requirements:
 - 1. The Transition Period is anticipated to take up to eleven (11) months and shall be completed by June 30, 2025, which is the date upon which the current SDU vendor contract expires, unless extended in writing by OTDA. Live Operations shall begin on July 1, 2025, unless extended in writing by OTDA.
 - 2. Transition Plan – The Contractor shall submit a detailed Transition Plan in its Bid Proposal, which is to include an assessment of the relative difficulty of each task, assumptions, and constraints; describe the project schedule by documenting the duration and timing of each task; organize the schedule by the major phases; and identify the milestones/deliverables as well as the schedule for meeting them. The Contractor shall include:
 - a. Assembly of management team,
 - b. Establishment of Primary Operations Facility, which must include at a minimum:
 - i. Workspace,
 - ii. Training Room,

- iii. Server Room,
 - iv. Storage space,
 - v. Capacity of Staff Restrooms,
 - vi. Capacity of Lunchroom,
 - vii. Capacity of Locker room
 - viii. Capacity of Parking,
 - ix. Workspace for OTDA staff
- c. Establishment of Customer Service Center,
 - d. Design and Development of each Centralized Operation including detailed procedures,
 - e. Subcontracting,
 - f. Error Resolution,
 - g. Inquiries,
 - h. Notifications to OTDA (procedures detailing notifications to be sent to OTDA),
 - i. Operational Reports,
 - j. Other Reports,
 - k. Acquisition of Equipment and Software,
 - l. Implementation of Administrative Functions,
 - m. Banking Arrangements (bank transfers, letter of credit, etc.),
 - n. Postal Service,
 - o. Purchasing,
 - p. Accounting Records and Internal Controls,
 - q. Internal Audit,
 - r. Hiring,
 - s. Training of all Personnel,
 - t. Training and Phasing-in of Key Staff,
 - u. Disaster Recovery Plan, and
 - v. Backup Facility.
 - w. Any other information relevant to Transition whether or not addressed in this RFP is also to be included in the Contractor's Transition Plan.
3. Disaster Recovery Plan – Describe, finalize, and get OTDA final approval of the Disaster Recovery Plan providing in detail the features of the proposed disaster contingency arrangement in all phases of the operation, including:
- a. Identification of backup facilities and equipment to be used for disaster backup as required. A detailed description of the prospective backup facilities must be provided as part of the Disaster Recovery Plan,
 - b. Definition of off-site storage requirements,

- c. Description of equipment and operating environment compatibility, and
 - d. Any business interruption insurance planned.
4. Describe proposed operating procedures designed to complete the process steps outlined in Appendix W for each of the nine (9) major tasks.
- a. Payment Processing Mail and Electronic,
 - b. Disbursement Processing Checks and Electronic,
 - c. Notice Processing,
 - d. Describe New Hire Notification Processing Mail and Electronic,
 - e. Data Capture Services,
 - f. Putative Father Registry,
 - g. Interactive Voice Response System,
 - h. Customer Service,
 - i. Administration
5. Describe the plan for implementing functions involving banking services which the contractor will provide, including:
- a. Electronic funds transfer and electronic data interchange arrangements,
 - b. Returned checks,
 - c. Acceptance and processing or preauthorized electronic funds transfer,
 - d. Reconciliation Process, and
 - e. Check issuance files and electronic funds transfer (EFT).
6. Describe plan to obtain cost-effective postal services in conjunction with meeting the performance standard required.
7. Describe the controls, manual procedures, automated data security tools and other security preference measures designed to provide:
- a. Secured facilities for collection and enforcement processing,
 - b. Protection of custodial and noncustodial parent information,
 - c. Protection of new hire notification information,
 - d. Security of data files, and
 - e. Secured facilities for storing checks and cash prior to making deposits.
8. Describe planned policies and procedures for the internal audit and quality assurance function. This should include:
- a. Payment processing controls review,
 - b. General controls review,
 - c. Disbursement controls review,
 - d. Data integrity checks,
 - e. Interactive Voice Response System operations review,

- f. New Hire Notification Processing controls review,
 - g. Notice Processing controls review,
 - h. Putative Father Registry controls review,
 - i. Customer Service controls review, and
 - j. Support for the various agencies with collection and enforcement audit responsibilities (i.e., OSC, OCSS, DTF, OCFS, etc.).
9. Describe internal control procedures that will be implemented to ensure conformance with the requirements in Appendix W.
10. Security Functions – Describe the physical responsibilities and functions related to the following including:
- a. Facility access,
 - b. Visitor control,
 - c. Computer room control,
 - d. Facility and equipment protection,
 - e. Security staff level,
 - f. Child Support System Terminal Access Control and Information Confidentiality Control,
 - g. Payment, Disbursement, Notice, New Hire, Data Capture Services,
 - h. Putative Father Registry, Interactive Voice Response System, and
 - i. Customer Service.
11. Equipment and Software – The Contractor is required to install new, fully vendor-supported equipment and software necessary to perform the Centralized Operations. All hardware and software must meet and maintain compliance obligations for data in scope, as detailed in this RFP. Maximum use of up-to-date equipment and software are expected to reduce processing time, increase accuracy, and reduce costs. During the Transition and throughout the Contract Term, the Contractor is responsible for maintaining updated licensing, as necessary, and all costs for equipment, software, and telecommunications, other than what has been noted in this RFP to be provided by OTDA. This includes testing of equipment, software, and telecommunication lines to verify full functionality.
- a. Licensing for proprietary software must cover the Transition period when other entities may need access or licenses to this software.
 - b. All equipment and software must have a formal written Supply Chain Risk Assessment and corresponding Supply Chain Risk Management Plan. Supply chain-related events include but are not limited to, disruption, theft, use of defective components, insertion of counterfeits, malicious development practices, improper delivery practices, and insertion of malicious code. A written analysis of supply chain risk, identifying systems or components for which additional supply chain risk mitigations are required. The plan for managing supply chain risks should include associated research and development, design, manufacturing, acquisition, delivery, integration, operations and

maintenance, and disposal of the systems, system components, or system services that process, store, or transmit Federal Tax Information (FTI).

- c. Additionally, the vendor must have a formal written Configuration Management Policy that details the process of managing and controlling changes to hardware, software, firmware, communications, and documentation throughout the system development life cycle. The vendor must maintain configuration control over all equipment and or system components awaiting service or repair and serviced or repaired components awaiting return to service used to receive, access, process, store, transmit or protect FTI. The vendor must maintain the currency, completeness, accuracy, and availability of the baseline configuration of the system using automated mechanisms to compare to the SCSEMs provided on the Office of Safeguards website to ensure secure configurations of all agency information technology and communication systems receiving, processing, storing, accessing, protecting and/or transmitting FTI.
12. Operating Procedures – the Contractor will design and develop detailed written operating procedures and will complete the necessary administrative coordination and planning for each of the Centralized Operations, to ensure they are performed in accordance with Centralized Operations tasks, as described in IV of this Appendix, the performance standards as set forth in Appendix O and W and all other Contract and reporting requirements. The operating procedures and related administrative functions must be established and in place prior to the Contractor performing the Centralized Operations. All procedures must be coordinated with and approved by OTDA prior to their implementation.
 13. Administrative Functions – Administrative functions, including accounting, internal audit, and purchasing must be established during the Transition Period and be in place prior to performing the Centralized Operations. Complete accounting reports on the Contractor's costs, including start-up costs, will be required by OTDA for the Transition Period. The Contractor must accept and retain from the current contractor, all records and supporting documentation for the required record retention period as directed by OTDA (see XIV of this Appendix and Article 11 of Appendix T). The types of documents that are required to be retained are identified within the various sections of this RFP. OTDA will arrange for the transfer of documents to the Contractor. The Contractor will not be responsible for shipping costs.
 14. Personnel Functions – The Contractor is expected to ensure that sufficient experienced and trained personnel are available to meet ongoing compliance obligations and complete tasks without interruption of the Services. The personnel function is to be established and all hiring necessary for successful execution of Centralized Operations is to be completed during the Transition Period. All personnel who require access to FTI to perform their duties are required to undergo a background investigation and fingerprinting at the Contractor's expense at least once every five (5) years and sign a confidentiality and non-disclosure agreement provided by OTDA (see Appendix B-1). The signed agreements must be provided to OTDA for review and approval. The results of the background checks and confirmation of the completion and update of fingerprinting must be provided to OTDA or auditors upon request.
 15. Training – The Contractor will be responsible for training staff to perform the Centralized Operations. To take advantage of OTDA's training on use of the child support system and applications, the Contractor must commit personnel to formal

and on-the-job training in accordance with the Transition Plan. The Contractor shall be responsible for the training of non-management personnel on the use of the child support system.

16. Disaster Recovery Plan – The Contractor must submit a draft of the Disaster Recovery Plan (DRP) with their bid proposal and must develop the DRP into a fully functional and documented arrangement during the Transition Period. The DRP must be compliant with the requirements detailed in Appendix B-1, and include:
 - a. Risk Assessment: An analysis of potential threats to the organization, including natural disasters, cyberattacks, equipment failures, and other scenarios that could disrupt normal operations for the SDU.
 - b. Business Impact Analysis: An assessment of the impact a disaster could have on the SDU, including financial, operational, and reputational consequences.
 - c. Recovery Strategies: A detailed plan for restoring essential functions and services, including information technology systems, communications, and infrastructure.
 - d. Data Backup and Recovery: A plan for regularly backing up and storing critical data and systems, as well as procedures for restoring them in the event of a disaster.
 - e. Communications Plan: A plan for communicating with employees, OTDA, and other stakeholders during and after a disaster, including the use of alternative communication channels.
 - f. Testing and Maintenance: Annual testing and updating of the DRP to ensure that it remains relevant and effective.
 - g. Training and Awareness: Annual training for employees on the DRP and their role in implementing it, as well as awareness-raising activities to promote preparedness and resilience.
 - h. Incident Response: A plan for responding to a disaster, including assigning roles and responsibilities, activating the DRP, and coordinating with emergency response agencies.
 - i. Post-Disaster Review: An evaluation of the effectiveness of the DRP and the vendor's response to a disaster, with recommendations for improvement.
 - j. Equipment backup must be tested for compatibility and capacity, with any identified shortcomings corrected. Any backup facility must be able to satisfactorily accommodate Centralized Operations for a minimum of ninety (90) days. The Disaster Recovery Plan must be approved by OTDA prior to the First Day of Operation.
 - k. OTDA reserves the right to reject all or a portion of the Offeror's DRP including the proposed back-up facilities (detailed below) based upon the inability to meet reasonable industry standards. Once the DRP and back up facility is approved, OTDA will not reject the backup facility during the term of the Contract.
17. Backup Facilities – Included with the DRP must be designated Centralized Operations backup facilities, which must be capable of operating within forty-eight (48) hours of a disaster and must be able to provide Services in the interim period such that performance standards set forth in this RFP are met. Should the Centralized Operations backup facilities need to be utilized, OTDA will grant a

period of up to ninety (90) days before requiring the resumption of operations at the original site. Additional extensions of up to ninety (90) days may be granted at the discretion of, and with the prior approval of, OTDA. The use of backup facilities on an emergency/interim basis does not release the Contractor from the responsibility of Contract performance or the resumption of ongoing operations at the original worksite. While there is no specific limitation on the Centralized Operations backup facilities, OTDA requires the disaster recovery facility to have the following characteristics:

- a. Located within U.S. boundaries.
- b. Ability to use, and first preference given to, existing trained staff at new site.
- c. Audit and access capabilities for State and Federal personnel as noted in Appendix T, Article 12.
- d. Be compliant with IRS Publication 1075.
- e. Does not need to be a dedicated building for OTDA processes but must meet or exceed all security requirements of this RFP.
- f. The Contractor is required to maintain the backup facility throughout the term of the Contract.
- g. Off-site Storage – Off-site storage of backup operating instructions, procedures, documentation, and operational files should begin during the Transition Period. Procedures should be specified for updating off-site materials.
- h. Business Continuity Plan – The Contractor must submit a draft of the Business Continuity Plan for continuing to perform Centralized Operations in the event of a disaster identified in the Contractor's DRP. This must be compliant with the requirements detailed in Appendix B-1.

D. OTDA's Responsibilities During Transition

1. Training – OTDA will provide the Contractor's management and supervisory personnel with training on the use of OTDA's child support system equipment and its use for the data capture of information, performing search functions to identify noncustodial parent account numbers for payment processing, and proration procedures to credit payments for noncustodial parents with multiple active child support system accounts.
2. Child Support System Equipment – OTDA will provide the Contractor with sufficient access to OTDA's child support system and equipment, at no additional cost, to perform Centralized Operations.
3. Data Files – OTDA will make available test data files for the Contractor's use in testing the performance of the Centralized Operations. The test data files are necessary to facilitate Transition. These data files, identified in Exhibit 2 of this RFP, will be made available to the Contractor at no additional cost.
4. Facility Access – OTDA will provide the incoming Contractor with access to the current vendor site.
5. Transfer of Resources – OTDA will coordinate with the existing contractor to facilitate the transfer of, at minimum, the following resources to the Contractor:

- a. Records – Records required to be retained as source documents (e.g., payment processing, new hire notifications, images, and hard copies of source documentation).
- b. Operational Resources – Operational resources for training and testing, scheduled outside working hours.
- c. Supplies – Three (3) month supply of check, notice, and envelope stock inventory.

E. Milestones/Deliverables During Transition

1. Transition Plan – The Contractor shall submit a draft Transition Plan in their Bid Proposal showing activities and staffing levels during the Transition Period. This plan must include a method for ensuring the complete review and acceptance testing for each of the Centralized Operations. A final Transition Plan shall be provided to OTDA for approval within thirty (30) days of the Contract Approval Date.
2. User Acceptance Test Results – The Contractor shall provide the completed acceptance test of each Centralized Operation for OTDA review and approval.
3. Progress Reports – Weekly progress reports to OTDA shall be required beginning two (2) weeks after the Contract Approval Date. These reports must include significant events, progress on procedures development, staffing levels, problems or backlogs encountered, planned activities for the next four (4) reporting periods, meetings held, and other information deemed necessary by OTDA or the Contractor. The Contractor is required to meet weekly with OTDA staff to discuss issues raised by the Contractor in weekly reports as well as concerns of OTDA staff.
4. Final Disaster Recovery Plan – A final DRP, with written procedures, designated responsible individuals, test results, and a periodic test schedule must be presented to OTDA for review, approval, and acceptance thirty (30) days prior to the commencement of the First Day of Operation.
5. Final Business Continuity Plan – A final Business Continuity Plan must be presented to OTDA for review, approval, and acceptance thirty (30) days prior to the commencement of the First Day of Operation.
6. Customer Service Work Plan – Within thirty (30) days of contract approval, submit a detailed work plan for all operational tasks and performance standards noted in XIII of this Appendix leading to the implementation of the Customer Service Centralized Operations. The detailed work plan must include, at a minimum, the following:
 - a. description of tasks
 - b. timetable
 - c. procedure development
 - d. testing
 - e. equipment, software, and maintenance
 - f. training
 - g. quality control

7. Operations Staff in Place – The Contractor shall complete the selection of the operations staff thirty (30) days prior to the First Day of Operation.
- F. Overview of Centralized Operations – The following is a summary of certain Centralized Operations to be performed by the Contractor during the Centralized Operations phase of the Contract, as well as certain operational guidelines. Note: Sections VI through XIV of this Appendix set forth a detailed description of each Centralized Operation.
1. Expectation – The Contractor during the Transition Period must become familiar with all aspects of the Centralized Operations, such that the Contractor begins performing Centralized Operations upon the completion of the Transition Period without interruption to Services. It is expected that the Contractor will improve upon operating efficiency, implement all deliverables and requirements as outlined in Appendix W and meet or exceed performance standards included in Appendix O and W within the timeframes required herein.
 2. General Division of Responsibilities – The Contractor is primarily responsible for the performance of the Centralized Operations. OTDA is responsible for providing source information, such as data files and addresses as well as child support system equipment and access. A detailed description of the Centralized Operations is contained in VI through XIV of this Appendix.
 3. Payment Processing – Daily functions associated with this operation entail: receipt of mail, mail opening and sorting, payment identification, creation of an electronic payment file, transmission of the payment file to OTDA, and all ancillary functions required to maintain security and control over the entire process. Additionally, the Contractor must perform tasks regarding electronic payment processing, multiple county payments, cash payments, walk-in SCU payments, foreign exchange payments, insufficient fund (NSF) payments, child support system rejected payment transactions, confirmation of payments, documentation of payments, processing of correspondence and misdirected mail.
 - a. The Contractor must process a large volume of payments (8.2 million transactions for calendar year 2022) in an effective and efficient manner while adhering to generally accepted accounting principles, State and Federal laws and regulations, OTDA policy, and the milestones, deliverables, and performance standards detailed in VI of Appendix W. The Contractor must transmit payment information in a format and manner compatible with the child support system for the purpose of automatic application of payments to individual accounts, for New York City, the remaining fifty-seven (57) local district CSEUs and Non-IV-D Services obligees and supports federal reporting requirements. The Contractor must provide for image-based deposits into the New York State Child Support Processing Center bank account and wire transfer funds to the respective local district bank account. The Contractor must accept and process payments from noncustodial parents, income providers, and financial institutions, and accept the required payment information in various formats; create sort patterns to support special processing and payment summarization requirements; generate audit trails; and maintain documentation in an electronic digital format mutually agreed upon with OTDA.
 4. Disbursement Processing – Functions associated with this operation entail, on a daily basis: printing and mailing checks; issuing and monitoring debit cards;

receiving and transferring issuance of EFT files; and all ancillary functions required to maintain security and control over the entire process.

- a. The Contractor must issue a large volume of disbursements (7.9 million disbursements for calendar year 2022) in an effective and efficient manner. The Contractor must perform these functions while adhering to generally accepted accounting principles, State and Federal laws and regulations, OTDA policy, and the milestones, deliverables, and performance standards set forth in VII of Appendix W and must provide records and reports necessary to maintain complete and accurate accountability.
5. Notices – Functions associated with this operation entails printing and mailing of daily, weekly, monthly, quarterly, and annual notices (6.4 million notices for calendar year 2022), regarding various child support program matters, in the formats required by OTDA.
6. New Hire Notification Processing – The Contractor must process a large volume of notifications (1.8 million notifications for calendar year 2022) in an efficient and effective manner while adhering to State and Federal laws and regulations, and OTDA policy. The Contractor must transmit new hire information in the format and manner required by OTDA for the purpose of automatic updating of noncustodial parent's child support employer records. The Contractor must accept new hire notifications in various formats.
7. Data Capture Services – In addition to the data capture for payment processing, new hire notification, and Putative Father Registry data, the Contractor must capture additional data from sources such as income withholding orders, wage health benefit reports, medical executions, employer compliance notices, support withholding reminders, and noncustodial parent address data, to support the various administrative activities of the child support program (1.5 million documents for calendar year 2022). The Contractor must create and transmit data file(s) to OTDA for updating of child support system records, or if required by OTDA, complete on-line data entry for updating the child support system. The Contractor must capture data in an efficient and effective manner while adhering to the performance standards.
8. Putative Father Registry – The Contractor must capture data pertaining to the acknowledgement or court determination of parentage (70,000 records in calendar year 2022) in an efficient and effective manner while adhering to performance standards.
9. Interactive Voice Response System – The Contractor must maintain an Interactive Voice Response System (IVR System) that responds, in English and Spanish, to a large volume of calls (1.7 million calls in calendar year 2022), provides limited financial and general service information to a caller who can access the information using touch-tone service, twenty-four (24) hours a day, seven (7) days a week. The IVR System must be able to support the Customer Service Operations noted in XIII of this Appendix.
10. Customer Service – The Contractor must provide staff, based on volume (700,000 calls in calendar year 2022), that will provide account information, via telephone, email, and correspondence, to out-of-state child support agencies, and custodial and noncustodial parents (both within and outside the State and outside the United States). The information may include current case status, information or documentation needed to support the next action to be taken on their cases and

gathering/inputting information from these clients such as missing noncustodial and custodial parent's Social Security numbers, noncustodial parent employer information, location information of noncustodial parent, and health insurance benefits available from existing noncustodial parent's policy. The Contractor shall provide information on services available for obtaining child support and instructions for applying for those services.

Staff will also respond to income provider inquiries seeking clarification of the impact of the child support program as it relates to income providers and their employees. This service must be available in English and Spanish, and available for those parties with disabilities (TTY/TD and Video Relay). In addition, consistent with Executive Law section 202-a, the Contractor shall implement procedures to utilize interpretation services provided by a vendor under contract with OTDA, and which must be provided to anyone in any language necessary to assist callers with Limited English Proficiency (LEP). The Contractor must also provide for the distribution of material requested by callers.

NYS OTDA continually seeks to improve the quality and efficiency of programs and reduce costs by encouraging Contractors to utilize processes that employ up-to-date equipment, software and technologies in support of Centralized Operations requirements.

Integral to the successful operation of NYS Centralized Support Collection and Enforcement is the ability to obtain and provide essential child support system data in a timely and accurate manner to facilitate the collection and disbursement of child support payments to program recipients. Currently, required data is obtained and provided almost exclusively via telephone, correspondence, and email from stakeholders.

In an effort to increase the efficiency of overall operations with the goal of reducing costs, OTDA may seek to pursue an amendment with the Contractor to expand Customer Service Operations under the Contract resulting from this RFP to include increasing the functionality of the existing Child Support Program's website to electronically capture required child support data from custodial and noncustodial parents, financial institutions and income providers and distribute key information to these parties and the general public in accordance with State and federal laws, regulations and policies.

State discussions regarding this expansion are ongoing and the specifics of the scope of work are not available at this time so Offerors should not interpret this provision as a guarantee of work under the resulting Agreement. Should OTDA decide to pursue further development of the <https://www.childsupport.ny.gov> website, payment and terms will be subject to the Change Control Process specified in the resulting Contract.

11. Mailing Operations – The Contractor must complete all mailings associated with any of the Centralized Operations within the performance standards and take advantage of the most economical first-class rate (e.g., delivery point bar coding), unless otherwise required by OTDA.
12. The cost of mailing operations that are directly and reasonably incurred by the Contractor in carrying out the tasks required in this Agreement shall be subject to reimbursement by OTDA. This includes costs for postage, parcel post, express mail type charges and package delivery charges.

13. Separate records must be maintained for these reimbursable expenses, and must include invoices, receipts, or other evidence substantiating reimbursable expenses monthly Claim for Payment invoices submitted by the Contractor for reimbursable expenses must specify the cost for each of the items listed above.
14. Note: during the course of the Agreement, if any other expenses are approved by OTDA as reimbursable expenses, the Agreement will be modified to provide reimbursement to the Contractor. Reimbursable expenses shall not be subject to corporate allocation or markup.
15. Reports – The Contractor must maintain a system of reports that will support the Contractor's billings to OTDA as well as facilitate OTDA's ability to charge back to each local district SCU their respective share of all centralized support collection and enforcement contract costs.
16. On-Time Operating Reports – The Contractor must submit on-time operating reports to OTDA, which provide summary information on each of the Centralized Operations. These reports must summarize the results of the Centralized Operations information for each of the local district CSEUs and will be used to monitor Contractor performance. The Contractor must furnish to OTDA periodically, and from time to time as requested by OTDA, any information related to the Centralized Operations.
17. Security and Confidentiality – The Contractor must comply with the security and confidentiality terms found in Appendix B-1 and maintain the confidentiality of noncustodial and custodial parent information through secured facilities, systems security controls, software, and documentation of access and use. The Contractor must maintain a secured area for processing and customer service and allowing access to the VRS consistent with normal business practice and to the satisfaction of OTDA. To the extent that the Contractor may have access to Federal Tax or Federal Parent Locator Service Information, the Contractor will be required to meet the applicable systems security requirements. In addition, the New Hire Notification Processing requires stringent adherence to specific Security and Confidentiality requirements. The security and confidentiality requirements are detailed in Appendix B-1 of this RFP.
18. Access – The Contractor must provide access for OTDA and, upon OTDA authorization, other State and Federal representatives and designees to personnel, operating system, procedures, programs, documentation, and software packages, facilities, and equipment used in support of Centralized Operations. The Contractor must provide access and support tours of the Operations Facility as directed by OTDA. Any requests for tours or site visits received by the Contractor must be referred to OTDA for prior approval. The Contractor shall not initiate any tour without prior written approval from OTDA. OTDA must be notified in advance of any Contractor staff visiting the Operational Facility, other than facility employees. All visitors must sign a visitor's log and wear a visitor's badge during their entire visit. OTDA reserves the right to limit visitor access during normal operating hours.

Provisions shall be made by the Contractor to provide permanent identification cards for all on-site personnel and a limited number of other State personnel. No additional access requirements will be imposed on State personnel that are not required of the Contractor's employees.

19. OTDA Space and Equipment – The Contractor must maintain and provide a restricted office space with its own lockable door at its Operations Facility for ten (10) on-site OTDA staff to be available to coordinate responses to local district collection and enforcement inquiries, as well as additional space for two (2) State or Federal staff for the purpose of performing monitoring or auditing functions.
- a. The Contractor will provide OTDA's Contract Monitoring Unit with the following equipment:
 - i. Software compatible with Contractor report generation applications, imaging records, other applications designed to monitor Contractor performance;
 - ii. Contractor records, spreadsheet, and word-processing as required by OTDA;
 - iii. Ancillary equipment to support equipment functionality to include but not limited to communication links, modems, cabling, etc.;
 - iv. A networked laser color printer with connectivity to support ten (10) personal computers and various application software with photocopy, fax, and scan capability.
 - b. The Contractor is responsible for establishing the connection from the processors to the individual computers requiring access to the child support system; OTDA will provide and maintain the telecommunications line between the Operations Facility and OTDA's mainframe link to the child support system.

The Contractor is responsible for providing:

- i. Maintenance agreement for repair or maintenance of the equipment listed above to cover the Contract Term;
 - ii. Ten (10) telephones with ten (10) separate lines configured to OTDA specifications; and
 - iii. Desks, chairs, bookshelves, and cabinets.
20. Contractor Audit and Quality Assurance Program – The Contractor must provide its own internal audit and quality assurance function to ensure the integrity of the Centralized Operations. The Contractor must provide monthly reports to OTDA of the audits performed along with the results of the audits.
21. Audit Requirements – Audit staff from OTDA, OSC, and the Department of Health and Human Services, Office of Child Support Services (HHS/OCSS), and the Department of Taxation and Finance (DTF) are authorized to perform audits relating to the Services rendered by the Contractor and any Subcontractors. The Contractor must provide, and shall require any Subcontractor to provide, adequate space and access to equipment to support audit tasks. The audits include but are not limited to the following:
- a. Reviewing the Contractor's Centralized Operations, organization, policies, procedures and practices, effectiveness of control, operating efficiency, facility and software security, and backup procedures.
 - b. Auditing transactions to determine that all regulations and performance measures have been satisfied, that transactions have been processed correctly, and that any system or other changes have been properly implemented. There

must be sufficient audit trails to enable the audit staff to trace any transaction from the point the payment is delivered by the United States Postal Service (USPS) through its disbursement, the receipt of data files to mailing of notices, or the data capture of information. This system must have and maintain the capability to implement findings in accordance with an audit.

- c. Analyzing transactions to determine the cause of errors, which have been brought to the State's attention by the local districts, the Office of Children and Family Services (OCFS), and the DTF.
- d. Using special purpose audit programs to generate audit modules in a real-time mode to support the need for random or spot quality control audits on all transaction processing and related files.
- e. Occasional processing of test data to determine that the system and procedures are operating properly.
- f. Reviewing the Contractor's compliance with Contract terms, systems specifications, pertinent State and Federal Law and regulations, administrative directives, and program documentation.
- g. Reviewing any phase or aspect of the collection and enforcement functions for any purpose related to the audit. Audit Function Required Performance – In order to properly perform the audit function, the following is required:
 - i. Access to Files, Documentation and Contractor Personnel – The audit staff shall be given access by the Contractor to all Contractor personnel, agents or Subcontractors and facilities. The Contractor must provide read-and-copy access to all the files that were used. Such files shall include, but are not limited to, the inventory control files, Centralized Operations data files, procedure files, and claims/expenditure files. In addition to access to computer files, access to the following types of Centralized Operations documentation includes but is not limited to:
 - (1) All software and operating manuals.
 - (2) All documentation, including rules, regulations, memos, and internal reports, and the right to photocopy any and all documentation.
 - ii. Computer Resources – The Contractor must provide access to any computer resources utilized by the Contractor, including but not limited to:
 - (1) All application programs and libraries.
 - (2) All systems programs and libraries.
 - (3) The operating system, including job accounting/software.
 - iii. Computer time -
 - (1) Audit Staff Notification – The audit staff must be promptly notified of any changes made to computer programs and adjustments to edit checks between processing runs.
 - (2) Data Retrieval Requirements – The Contractor must provide the personnel and resources necessary for the automated and/or manual sample of documentation in support of any or all Centralized Operations, expenditure claims or other file data maintained by the

Contractor, including historical data and any necessary follow up, that may be required to meet any performance review requirements. OTDA reserves the right to audit the Contractor's systems and procedures to ascertain that the Contractor is adhering to the performance and confidentiality provisions set forth in this RFP and the Contract. Subject to reasonable Contractor security procedures, OTDA can perform security audits without affording the Contractor prior notice. In addition, when the performance audit staff is on site for another purpose, if violations of security are observed, OTDA reserves the right to require corrective action.

22. OTDA Rights in Purchase or Lease of Equipment and Facilities – Any lease or purchase agreement for equipment or facilities to be used in performance of the Centralized Operations shall permit OTDA or its designee to replace the Contractor as purchaser or lessee upon notice to the owner or lessor, on the same terms and conditions, without any additional cost or penalty.
23. Disaster Recovery Backup Testing – The Contractor must perform, at OTDA's request, a minimum of one operations disaster recovery test every six (6) months at each of the backup facilities secured by the Contractor.
24. Internal Controls – The Contractor must develop as part of its operating policy and procedures sufficient internal controls regarding separation of functions and funds accountability.
25. Contractor Holiday Schedule – The Contractor's holiday schedule must mirror OTDA's holiday schedule and receive the prior written approval of OTDA.
26. Banking Services – OTDA will coordinate banking services for the fifty-eight (58) local district SCU's, the Non-IV-D Services Unit, and the New York State Child Support Processing Center bank accounts under a separate contract rather than requiring the Contractor to obtain a subcontract with a banking partner. The Contractor will be responsible for the cost of a secured courier service to deliver daily deposits to the Banking Contractor's depository. OTDA's Banking Contractor will support Centralized Operations. Any process included as part of an Offeror's response which has a direct interface with the banking industry, must comply with protocols established by the National Automated Clearing House Association (Nacha), New York State Banking Department, and the OSC.
27. Telephone Services for Interactive Voice Response System and Customer Service – OTDA will coordinate telephone line installation and service and will be responsible for monthly line and usage charges under a separate existing contract with Verizon Business Network Services or any successor vendor for the T-1 lines for the IVR System, Customer Service, and IVR System functions. The Contractor will be responsible for all other telephone service needs to support the Centralized Operations.
28. Equipment and Software – The Contractor is responsible for:
 - a. Determining equipment and software needs to ensure Centralized Operations are adequately performed.
 - b. Conforming to manufacturer's maintenance schedule to ensure maximum useful life.

- c. Replacing equipment as it reaches the end of its useful life and any costs associated with that replacement to include, but not limited to installation, testing, and supporting software.
 - d. Ensuring that all equipment and software meet and maintain required data compliance obligations.
 - e. At the end of the Contract Term and when any device with a hard drive or that maintains data is disposed of, the Contractor must properly dispose of this equipment in a manner compliant with IRS Publication 1075 section 2.F.3.1 Media Sanitization, NIST SP 800-53 Rev 5 o MP-6. Media Sanitization.
- G. The Contractor must seek OTDA approval before implementing any major changes to operating systems, procedures, programs, software packages, facilities, equipment, or any items described above.

IV. Operations

- A. Key Staff- Below is a list of eight (8) Key Staff positions that must be staffed by the Contractor on a full-time basis at the New York State Processing Center. The position description details for the Key Staff positions are detailed herein. A description of the experience of each of the Key Staff must be set forth in the Key Staff Experience template in Appendix H as part of an Offeror's Bid Proposal. Some of the Key Staff are responsible for two or more of the Centralized Operations. The required Key Staff positions are:
1. Project Director – Overall responsibility for all Centralized Operations, including coordination of all Centralized Operations major functions. Desired five (5) years' experience as a Project Director supporting:
 - a. Child Support SDU Services and/or
 - b. Data Center Management; and/or
 - c. Customer Support Services and/or
 - d. Payment Processing; and/or
 - e. Transaction Processing.
 2. Deputy Project Director (two (2) positions) – Contractor liaison to OTDA for the Centralized Operations. In coordination with the Project Director, the Deputy has responsibility for the Centralized Operations and day-to-day interface with OTDA to identify and expedite issues affecting the Centralized Operations. Desired three (3) years' experience as a Deputy Project Director or Project Director supporting:
 - a. Child Support SDU Services and/or
 - b. Data Center Management; and/or
 - c. Customer Support Services; and/or
 - d. Payment Processing; and/or
 - e. Transaction Processing.
 3. Systems Manager – Responsible for all systems functions in support of each Centralized Operation and has overall responsibility for the entire voice response system operation. Responsibilities include development throughout ongoing maintenance. Supervision of the systems operations to ensure the milestones,

deliverables, and performance standards are met. Desired five (5) years' experience as a Systems Manager supporting:

- a. Child Support SDU Services and/or
 - b. Data Center Management; and/or
 - c. Customer Support Services; and/or
 - d. Payment Processing; and/or
 - e. Transaction Processing.
4. Payment Processing Manager – Responsible for the entire Payment Processing Operation both mail and electronic, from receipt of payments to conversion of payments to electronic submission, through report generation and record keeping. Supervision of day-to-day payment processes ensuring milestones, deliverables, and performance standards are met. Desired three (3) years' experience as a Payment Processing Manager supporting:
Payment Processing.
5. Disbursement Processing Manager – Responsible for the Disbursement Operation, both check and electronic, and notice processing. This entails responsibility from receipt of data files through maintenance and control of records. Supervision of day-to-day operations to ensure milestones, deliverables, and performance standards are met. Desired (3) years' experience as a Disbursement Processing Manager supporting:
- a. Child Support SDU Services and/or
 - b. Data Center Management; and/or
 - c. Customer Support Services; and/or
 - d. Payment Processing; and/or
 - e. Transaction Processing.
6. Data Capture Manager – Responsible for the New Hire Notification Processing, both mail and electronic, and for Putative Father Registry and data capture services. This entails responsibility from receipt of documents or files through generating management reports. Supervision of day-to-day operations ensuring milestones, deliverables, and performance standards are met. Desired three (3) years' experience as a Data Capture Manager supporting:
- a. Child Support SDU Services and/or
 - b. Data Center Management; and/or
 - c. Customer Support Services; and/or
 - d. Payment Processing; and/or
 - e. Transaction Processing.
7. Customer Support Service Manager – Responsible for the Customer Services Operations. Supervision of the day-to-day customer service functions to ensure the milestones, deliverables, and performance measures are met. Desired three (3) years' experience as a Customer Support Service Manager, supporting Customer Support Services.

- B. During the Contract Term, OTDA may request the replacement of a Key Staff member for any legitimate and reasonable performance reason. A Key Staff replacement occurring at OTDA's request shall be completed within thirty (30) calendar days of the written receipt by the Contractor of OTDA's replacement request. In the event the Contractor desires to replace a Key Staff member, prior written approval from OTDA must be obtained, which approval shall not be unreasonably withheld.
- C. Standards – The Centralized Operations must be operated:
 - 1. With dedicated staff including Key Staff,
 - 2. In a manner that fulfills all security requirements set forth in this RFP and the Contract, and
 - 3. In accordance with the milestones, deliverables, and performance standards referenced in this RFP and as set forth in the Contract.
- D. Operations Facility – The Contractor must establish an Operations Facility within a thirty (30) mile radius of OTDA's principal office located at 40 North Pearl Street Albany, NY 12243. The Operations Facility must have an immediate power source back-up and be within a stand-alone building occupied solely by the Contractor where the only activity performed therein is Centralized Operations, and work performed pursuant to a contract(s) with another New York State agency subject to written approval by OTDA ("the Stand-Alone Building"). Any workspace dedicated to another State agency in the Stand-Alone Building must be physically separated from the Centralized Operations workspace. Remote work as set forth in Appendix W (Statement of Work) is permissible.
- E. Use of Facilities, Equipment, Software, etc. - The Contractor shall make use of all facilities, equipment, software, materials, and supplies, including but not limited to computer hardware and related peripheral equipment, obtained or held for purposes of the Agreement, solely in performance of the Agreement with the exception that the Contractor may make use of any such element for other purposes upon receipt of prior written approval from OTDA. If OTDA approves use of any such element for a purpose other than in performance of the Agreement, OTDA shall receive as a credit against payments owing to the Contractor under Appendix P of this RFP an amount equal to the customary charge or cost in the marketplace for use of such elements for the applicable period.
- F. Availability of Key Personnel - The Contractor is required to commit Key Staff as required by the Agreement. If the Project Director will be unavailable on any given day, or part thereof, written notice of such must be provided to OTDA at least twenty-four (24) hours in advance of the event. If any of the Key Staff will be or are unavailable for more than five (5) consecutive business days for the regular performance of their duties, the Contractor will designate and propose to OTDA, subject to OTDA prior approval, an equally qualified alternate with full authority to act for the Key Staff for the duration of the absence.
- G. Integrity of the Operations Facility and Customer Service Center Site – The Contractor shall not transfer, move, reorganize, or otherwise alter any Centralized Operation, unit or Key Staff at or from the Operations Facility or Customer Service Center, including but not limited to administrative functions, without the prior written approval of OTDA.
- H. Supplies – The Contractor is responsible for determining and maintaining sufficient quantities of equipment, check stock, paper stock, envelopes, and miscellaneous supplies to meet Contract requirements.

V. Turnover

A. Turnover Key Staff – Key Staff identified in IV.A. will be required during Transition, Operations, and Turnover.

1. Summary Statement of Work

- a. The Contractor must turn over the complete Centralized Operations to OTDA, or at OTDA's option, to a successor contractor.
- b. At OTDA's option, the Contractor shall turn over Centralized Operations equipment and software to OTDA, pursuant to the Pass-Through Rights of Appendix B §21. OTDA reserves the right to not have any equipment and software turned over and instead have the Contractor manage disposal of same.
- c. OTDA seeks a low-risk Turnover, which has no adverse effect on the local districts, OTDA, parents, or other stakeholders.
- d. Experienced Centralized Operations personnel are vital to a smooth Turnover, and the Contractor must encourage employees to seek employment with any successor contractor.

2. Turnover Requirements the Contractor must submit:

- a. Plans – As part of the planning process for re-procurement, a detailed Turnover Plan must be delivered to OTDA fifteen (15) months prior to the end of the Contract Term. The plan must include specific actions to be taken or milestones to be achieved by the Contractor and the timeframe for those actions. A copy of the current Turnover Plan without attachments is included in Exhibit 5. This plan must include the following, notwithstanding the fact that some of the data is available through the interpretation of existing reports:
 - i. Organization chart detailing the reporting relationships and number of personnel in each organization unit. Lists of all job titles/levels and the number of individuals in each title/level.
 - ii. Detailed breakdown of processing steps performed by each organization unit. Information should include staffing, equipment, facility, supply consumption, workloads, standard procedures, and files accessed.
 - iii. Detailed statistics on operating volumes.
 - iv. Projected annual budgetary expenses for each functional group within the operation (e.g., each separate operation, accounting, and management, costs by functional area, supply lists and consumption history).
 - v. Updates to all equipment and facility records, with information as to whether the items are leased, owned, rented, or provided for Contractor use by OTDA.
 - vi. Detail listing and individual copies of all agreements, subcontracts, and leases, including, but not limited to, the Operations Center and Customer Service Center (if separately located) lease, equipment leases, rental agreements, and maintenance agreements.
 - vii. Operations Center and Customer Service Center (if separate) layout.

- viii. Commitment to facility access by OTDA and others in relation to re-procurement.
 - ix. Training course outlines and materials.
 - b. Furthermore, the Turnover Plan must include all other information requested by OTDA that, in its sole discretion, believes is necessary to effectuate a smooth Transition to the successor contractor, including information for OTDA's preparation of an RFP for the subsequent contract.
 - c. The Turnover Plan shall be delivered to OTDA in hard copy. In addition, the Contractor shall deliver to OTDA one additional copy in an electronic/digital medium acceptable to OTDA.
 - d. Updates and modifications to the Turnover Plan may be required upon selection of the successor contractor upon written request by OTDA, within the timeframe(s) indicated by OTDA.
3. Training – The Contractor is required to provide transition training for the successor contractor's management in the operation and maintenance of the Centralized Operations. The transition assistance furnished by the Contractor must include the development of a training plan, which must be approved by OTDA.
4. Resources – The Contractor is required to make available:
- a. Operational resources during Turnover for training, and testing scheduled outside normal working hours.
 - b. Access to operating systems for testing and training during normal working hours.
 - c. Space, desks, reasonable office support (copiers, etc.) provided for Transition staff of the successor contractor and/or OTDA, if deemed necessary by OTDA.
 - d. Three (3) month supply of check stock and notice stock inventory.
5. Cooperation – The Contractor shall manage and support Turnover activities and fully cooperate with OTDA and the successor contractor towards achieving a successful Turnover of Centralized Operations.
6. Staffing – The Contractor's responsibilities during Turnover will include:
- a. Maintaining constant staffing during the Turnover Period by encouraging and/or providing incentives for staff to remain.
 - b. Encouraging experienced staff to become employees of the successor contractor, thereby enhancing the continuity of Centralized Operations.
 - c. Arranging for the transfer of employee records to the new employer where appropriate.
 - d. Providing access to Contractor employees for the successor contractor to conduct employee interviews.
7. Inventory/Supplies – During Turnover, routine inventory management of supplies will be required of the Contractor to avoid critical shortages in the immediate post-contract period. The Contractor shall ensure that no less than a three (3) month supply of all supplies is maintained during the Turnover period. Acquisition cost information shall be provided to OTDA for all supplies.

8. Equipment – The Contractor shall successfully and in a timely manner complete the equipment turnover and lease assignment or transfer of other rights related thereto.
9. Contractor Compensation – The Offeror shall offer a fixed price for the Turnover task in Appendix P. Full payment, in one lump sum, shall be made by OTDA to the Contractor upon OTDA review and determination that all milestones and deliverables relating to Turnover have been properly achieved or furnished.
- B. OTDA Responsibilities – OTDA will commit personnel for Turnover activities as deemed appropriate by OTDA.
- C. Milestones/Deliverables – To satisfactorily perform Turnover tasks, the following milestones and deliverables, among others, are required:
 1. The Contractor shall deliver the Turnover Plan and any modifications there to as required by OTDA within the time period(s) indicated. OTDA shall approve the Turnover Plan and any modifications thereto.
 2. The Contractor must transfer equipment, software, leases, stock inventories, and documentation, or the right to use the same to perform the Centralized Operations in accordance with the Turnover Plan.

VI. **Payment Processing**

Payment Processing consists of collecting mail and imaging contents, extracting payment data, and transmitting it to The Office of Temporary and Disability Assistance (OTDA) and its Banking Services Contractor; providing marketing and educational material to employers, encouraging them to convert from paper to electronic payments; and handling exceptions such as payments made in cash and payment instruments payable in foreign currencies.

- A. Mail Receipt, Opening, and Sorting – The Contractor is required to employ new, fully vendor supported equipment and software to ensure that the required tasks are completed as efficiently and effectively as possible.
 1. Post Office Boxes – The Contractor must make the required payments for and utilize the post office box established for “Payment Processing” at the USPS Facility on Old Karner Road, Albany, New York for receipt of payments, and ensure that the post office box remains active throughout the Contract period. The post office box must be dedicated solely to Payment Processing mail, and no commingling of any other mail is allowed. At the conclusion of the Contract, the Contractor must turn over responsibility for the post office box to OTDA.
 2. Receiving Mail – The Contractor must, each day, retrieve all the mail placed in the Payment Processing post office box at the USPS Facility using a secured courier. The Contractor must ensure that all Payment Processing mail is obtained from the USPS Facility each day, Monday through Saturday (exclusive of USPS Holidays). Note: the USPS sorts oversized envelopes, express and certified mail separately.

The Contractor must ensure that all mail received at the New York State Processing Center is intended for the local district SCUs or the Processing Center. Any mail received which is not addressed to either the local district SCUs or the Processing Center must be returned to the USPS General Mail Facility at the next scheduled visit, unless intended for any of the other centralized operations.

3. Sorting and Opening Mail – The Contractor must open all Payment Processing mail on the same day it is placed in the post office box. Whether opened by hand or by machine, care must be taken to prevent mutilation of the envelopes and their contents and to preserve any return address. The Contractor must open each envelope, remove all contents, keep envelope and contents (e.g., check stubs, coupons, and income provider listings) together, separate cash payments from non-cash payments, image envelope contents, and verify that all contents are removed.
 - a. Envelope Review – The Contractor must, each day, employ a manual and/or a machine process for reviewing every envelope received in the mail to ensure that the entire contents of the envelope have been removed from all envelopes received that day.
 - b. Imaging Contents – The Contractor must incorporate the following practices when developing their payment processing approach to the RFP milestones, deliverables, and performance standards:
 - i. use of optical character recognition of envelopes for noncustodial parent, income provider, property execution, and personal injury claim coupons;
 - ii. verifying by matching to the voice response system master file the existence and accuracy of the child support case identifiers provided with a payment whether mail or electronic; and
 - iii. scan all contents, and forward copies of correspondence and envelopes to Customer Service on the same day as received.
 - c. Payment Sources – When sorting mail and payments, the Contractor must sort payments based on the following payment sources:
 - i. Income providers
 - ii. Noncustodial parents
 - iii. Property Execution and Personal Injury Claims
 - iv. Other NYS Jurisdictions (referred herein after as SCU payments)
 - v. Other State Child Support Agencies
 - vi. Department of Taxation and Finance (DTF)
 - vii. Unidentified payments
 - d. Segregation – The Contractor must keep each local district's and the Non-IV-D Services Unit's correspondence and payments segregated throughout Contractor processing. The Contractor must, at a minimum, maintain segregation of payments by source type to meet OTDA's electronic payment data file format requirements and other general reporting requirements as noted in this VI.A.3. Batch headers must be used to accomplish control over segregation of payments.
 - e. Internal Controls – The Contractor must implement sufficient internal controls when the mail is opened to prevent loss, theft, or fraudulent manipulation of payment instruments, and restrict mail opening staff from performing other payment processing functions (e.g., crediting payments to specific child support

accounts), or any tasks associated with the generation and mailing of support disbursement.

- f. Cash Payments Received in Mail – Cash payments require special handling as detailed in VI.A.5.c.
 - g. Logs and Records – The Contractor will maintain a mail receipt log and records providing at a minimum, the following information each day:
 - i. Time mail received
 - ii. Quantity of mail received by:
 - (1) Payments
 - (2) Correspondence only
 - iii. Time mail opening completed for:
 - (1) Payments
 - (2) Correspondence
4. Verifying Payee – The Contractor’s mail opening staff must verify that all payments are made payable to one of the acceptable payees listed in Exhibit 1 of this Appendix. Payments made payable to a payee, other than those listed in Exhibit 1 of this Appendix, must be outsourced and returned by first class mail on the same day as received. The Contractor must maintain a log of the number of payments returned for this reason and provide OTDA and the corresponding local district with these values electronically on a daily basis.
 5. Sorting Envelope Contents – The Contractor must sort the contents of every envelope in a manner that allows for full and proper processing of every payment. To meet performance standards detailed further in Exhibit 5 the Contractor must gather different types of information for various payment sources and complete special processing as required. The Contractor’s sorting of envelopes contents is vital and must encompass the following:
 - a. Payment Sources, as identified in VI.A.3.c.
 - b. Acceptable Formats for Payments Received in the Mail – The Contractor must sort the local district and Non-IV-D Services Unit payments as follows:
 - i. If there are conflicting account numbers on the payment instrument and the supporting documentation that cannot be resolved, apply the payment to the account number that is on the payment instrument.
 - ii. Income provider payment –
 - (1) Income provider payment with a coupon or coupons, including a respondent coupon or income provider coupon;
 - (2) Income provider payment with a case identifier(s)/amount(s) listing;
 - (3) Income provider payment with a single case identifier on the payment or supporting documentation;
 - (4) Income provider payment with multiple case identifiers and amounts on the payment or supporting documentation;
 - (5) Income provider payment without a case identifier, also known as “Income provider Unidentified Payment”;

- (6) Income provider payment with multiple case identifiers without an amount per account number also known as "Income provider Unidentified Payment"; or
 - (7) A payment is received within an envelope indicating it came from an income provider and the payment does not clearly indicate that is an income provider payment.
- iii. Noncustodial parent payment –
- (1) Noncustodial Parent payment with a coupon or coupons;
 - (2) Noncustodial parent payment with a single case identifier on the payment or supporting documentation;
 - (3) Noncustodial parent payment with multiple case identifiers and amounts on the payment or supporting documentation;
 - (4) Noncustodial parent payment without a case identifier, also known as "Noncustodial Parent Unidentified Payment";
 - (5) Noncustodial parent payment with multiple case identifiers without an amount per account, also known as "Noncustodial Parent Unidentified Payment";
 - (6) Any form of noncustodial parent payment with a full return address; or
 - (7) Third party payments made on behalf of non-custodial parent with payment identifier.
- iv. Property execution or personal injury claim payment –
- (1) Property execution or personal injury claim payment with coupon containing "53" numbers on right side of coupon;
 - (2) Property execution or personal injury claim payment with a copy of the property execution or personal injury claim document; or
 - (3) A payment with documentation or notation that contains the words "levy" or "Thrift Savings" to identify that the payment is resulting from a Property Execution/Personal Injury Claim.
 - (4) Note the following exception: if the words noted above are preceded by "or," the payment is to be processed as the preceding item (e.g., "garnishment or levy" is to be processed as garnishment)
- v. Single payment from another New York State SCU with or without a child support account number recorded on the payment or supporting documentation.
- vi. Another State's child support agency –
- (1) Single payment from another state child support agency with or without a child support account number recorded on the payment or supporting documentation;
 - (2) Single payment and a listing from another state child support agency with or without amounts per child support account number; or
 - (3) Single payment and multiple listings from another state child support agency with or without amounts per child support account number.

- vii. DTF Payments –
 - (1) Payments sent from the New York State Department of Taxation and Finance; or
 - (2) Payments made payable to the Commissioner of Taxation and Finance, the Department of Taxation and Finance, or CCED (Collections and Civil Enforcement Division), if they include a NYS Child Support case number or wording such as “child support payment” on the payment instrument or accompanying documentation.
- viii. Payments without a valid child support account number should either be identified and outsourced as a mail opening task or as a data entry task later in the Contractor’s payment process.
- c. Cash Payments Special Handling – The Contractor must develop, implement, and include with their proposal, procedures for receiving, recording, tracking, securing, and processing cash payments received at the Processing Center. These procedures must include a process for reporting these payments to OTDA and the corresponding local district. The Contractor must restrict staff that handle cash payments from participating in accounting or operating functions which would permit them to conceal in the accounting records the misuse of support receipts.
- d. Other Items Received in the Mail:
 - i. Payments only with no accompanying coupons or other correspondence
 - ii. Payment for multiple SCUs and the Non-IV-D Services Unit made payable to the “New York State Child Support Processing Center” either as a payment or a payment with multiple listings/multiple coupons
 - iii. New York State Child Support Processing Center correspondence only
 - iv. Misdirected correspondence only
 - v. Undeliverable mail
- 6. Quality Assurance – The Contractor must maintain a level of quality assurance that ensures the milestones, deliverables and performance standards in Appendix O of this RFP are met.
- 7. Reporting – The Contractor must develop a process to capture and provide data to OTDA daily, as required in Appendix O.
- 8. Performance – The Contractor's performance under Mail Receipt, Opening, and Sorting will be measured by a test check performed by OTDA staff.
- B. Payment File Creation – The Contractor is required to employ new, fully vendor supported equipment and software to ensure that tasks are completed efficiently and effectively.
 - 1. Equipment and Software – The Contractor must develop a process to support the use of:
 - a. Electronic payment submission formats such as EFT or TCP/IP SFTP file transfers. Within EFT identify, segregate, and process in the required format, payments from income providers, other states’ child support agencies, noncustodial parents, property executions, and personal injury claim payments.

- b. Extracting data from payments using, at a minimum, Character Amount Recognition (CAR) equipment/software, Magnetic Ink Character Recognition (MICR) equipment/software, etc.
2. Payment Documentation – Document scans must be used to support Payment File Creation and Documentation Records tasks detailed in VI.E.2. The Contractor must:
- a. Ensure that all scans are as clear and readable as the original paper source documents and retained in accordance with the requirements in VI.E.2
 - b. Retain for a period of not less than thirty (30) days, segregated by processing day, and batch within processing day, hard copies of all actual batch headers and any other source documentation that accompanied payments. The Contractor is required to provide photocopies of batch headers and any other source documentation requested by a local district SCU or OTDA for any payments processed in the last thirty (30) days for which the Contractor failed:
 - i. to make a scanned copy,
 - ii. for those payments with a scanned copy which cannot be retrieved by the Contractor, or
 - iii. for those payments with a scanned copy which are not readable in OTDA's judgment.
 - c. Be liable to OTDA for liquidated damages as noted in Appendix O of this RFP for failure to provide clear and readable scans as required herein.
 - d. Employ an indexing process that enables the Contractor to retrieve, print, and transmit the documents by either facsimile or as an electronic data file within the timeframes noted in VI.B.2.
 - e. Make scans available for all payments processed, including those that are processed successfully, misdirected, not acceptable for deposit, posted to suspense account(s), or rejected by the child support system.
 - f. Provide a scan of the following items for each of the items noted above:
 - i. batch headers;
 - ii. front and back of all remittance devices; and
 - iii. front and back of all documentation included with individual remittance devices that contain any information.
 - g. Ensure accuracy of scanning process and provide accurate records pertaining to:
 - i. Indexing;
 - ii. Retrieval;
 - iii. Visual display;
 - iv. Reproduction; and
 - v. Storing.
 - h. Provide, at no additional cost to OTDA, emergency and non-emergency repair, maintenance, or replacement to ensure that the scanning equipment remains operable and functional throughout the contract term.

3. Researching Unidentified Payments – Any payment received without a child support case identifier is considered unidentified. The Contractor must research and process unidentified payments in accordance with OTDA's procedures (see Exhibit 5).
 - a. The Contractor must access the child support system using their OTDA issued identification number and password. OTDA's database is accessible at the following times with noted exceptions:
 - i. All local districts and Non-IV-D Services Unit except New York City
Monday – Friday 7:30 AM – 7:00 PM, ET
Every Saturday 8:00 AM – 3:30 PM, ET, except it may not be available the last Saturday of the month
 - ii. New York City
Monday – Friday 8:00 AM – 7:00 PM, ET
Every Saturday 8:30 AM – 3:30 PM, ET, except it may not be available the last Saturday of the month
 - b. Contact with Income Providers, Financial Institutions, and Other Child Support Agencies – The Contractor must develop and implement procedures for conducting and documenting outreach activities to the remitter if the payment does not contain at least two (2) identifiers, or the payment and supporting documentation do not balance or is not signed. This must include:
 - i. A minimum of three (3) attempts to contact the remitter within two (2) days or forty-eight (48) hours from the date the payment is received from the USPS Facility. For reference, in calendar year 2022 there was an average of 1,506 outreach attempts per month;
 - ii. The resolution of the payment. These payments must be contained on the payment file sent to OTDA two (2) days or forty-eight (48) hours from the date placed in the USPS post office box for pick up by the payment processing courier (e.g., payment received at post office box on Tuesday, must be included on Thursday payment file);
 - iii. A copy of the records to be kept in the Contractor's records, and a copy of the records to be included with the payment file. A copy of the records, along with an image of the payment, must also be provided electronically to the corresponding local district once resolved; and
 - iv. A monthly report to OTDA of those income providers, financial institutions, or child support agencies that have been contacted more than three times within a two-month period without providing required payment processing information.
 - c. Posting Payments to a Child Support System Suspense Account – The Contractor must verify that research has been completed as required, or that contact has been unsuccessful with the income provider, financial institution, or child support agency. The Contractor must record and post the payment to a specific child support system suspense account as designated by the respective local SCU, or as designated by OTDA for the Non-IV-D Services Unit, for accounting of unidentified payments. The Contractor must record the information on the payment data file in the format required in Exhibit 2 of this RFP.

4. Updating Procedures – The Contractor must have a process to make changes to its procedures within twenty-four (24) hours of receipt of any new direction from local district SCUs or OTDA.
5. Exception Processing – The Contractor must, at a minimum, perform the following exception processing and include them on the payment file transmitted to OTDA on the same day:
 - a. Payments Payable in Foreign Funds – The Contractor must arrange with the bank, under contract with OTDA to provide banking services, to receive by facsimile or in an electronic format daily a guaranteed exchange rate for converting foreign funds to the equivalent in U.S. dollars. The Contractor must maintain and complete an electronic foreign currency log to record the exchange rate and conversion of foreign payments each day to U.S. dollars, create a means for identifying such payments received, and verify that the transaction is in balance before and after conversion.
 - b. Payments for Multiple SCUs and Non-IV-D Services Unit – The Contractor must receive and process payments in one of the following formats:
 - i. single payment made payable to New York State Child Support Processing Center mailed with hard copy listing containing noncustodial parent payment data;
 - ii. EFT to New York State Child Support Processing Center bank account accompanied with electronic data information (EDI) representing noncustodial parent payment data. EFT/EDI acceptable only in CCD+, CTX, and IAT banking conventions where noncustodial parent payment data is provided in the addendum record to be included with the CCD+, CTX, or IAT transaction;
 - iii. EFT to New York State Child Support Processing Center bank account and noncustodial parent data in the form of hard copy listing mailed separately.
 - c. Processing Multiple SCU and Non-IV-D Services Unit Payments – The Contractor must develop a process for multiple SCU and Non-IV-D Services Unit payments that details how the Contractor will:
 - i. Verify that the total amount remitted for all child support accounts equals the total amount of the individual noncustodial parent payments for all SCUs and Non-IV-D Services Unit accounts.
 - ii. Segregate each SCU and Non-IV-D Services Unit payment and capture the required data for each individual noncustodial parent payment (see Exhibit 3).
 - iii. Deposit payments into the New York State Child Support Processing Center bank account and transfer each local district's and Non-IV-D Services Unit's funds from the New York State Child Support Processing Center bank account to their respective bank account.
 - iv. Keep complete and detailed records to ensure that each multiple SCU and Non-IV-D Services Unit payment has been accounted for and fully processed.

- d. Payments Received by Electronic Funds Transfer – The Contractor must develop a process to receive and process EFT payments transmitted from various payment sources through the Automated Clearing House (ACH) system, accompanied with electronic data information (EDI) in CCD+, CTX, and IAT banking conventions, where noncustodial parent payment information is provided in an addendum record. The Contractor must also develop a process to receive and process EFT payments and EDI from OTDA’s Banking Services Contractor using TCP/IP SFTP protocol with PGP encryption. These processes must ensure the following:
 - i. data capture tasks performed are sufficient to obtain information to include all payments of this type on the daily payment data file;
 - ii. unique processing identifiers are assigned for payments of this type;
 - iii. a unique transaction number is recorded for each payment transaction of this type on the data file sent to OTDA that will provide a sufficient audit trail acceptable to OTDA; and
 - iv. total transactions of this type reconcile from Banking Services Contractor to data file created.
- e. Property Execution/Personal Injury Claim Payments – The Contractor must develop a process for Property Execution/Personal Injury Claim payments received in either of the following formats:
 - i. Mail payments as identified in VI.A.5.b.iv., as well as those reported with FAX walk-in sheet from a local district with Property Execution/Personal Injury Claim information; and
 - ii. EFT/EDI from Banking Services Contractor with unique Property Execution/Personal Injury Claim identifier. The process for handling these must ensure the completion of tasks as detailed in VI.B.5.d.i. – VI.B.5.d.iv.
- f. Payments Requiring Proration – The Contractor must:
 - i. verify that a proration worksheet has been completed by following OTDA proration procedures provided by OTDA,
 - ii. maintain a copy of the proration worksheet,
 - iii. create a payment batch, and
 - iv. provide required individual noncustodial parent payment data (see Exhibit 3).
- g. Electronically Submitted Income Provider Payments (Other Than EFT) – The Contractor must receive electronically submitted income provider payments by ACH wire of payment and electronic file transfer of noncustodial parent information via TCP/IP SFTP or some other protocol as designated by OTDA. For payments of this type, the Contractor must:
 - i. Receive ACH wire information from Banking Services Contractor;
 - ii. Process these payments as detailed in VI.B.5.d.i – VI.B.5.d.iv;
 - iii. Create individual payment records with identifiers that support the various sources of payments to ensure maintaining the accountability and reporting requirements of OTDA (see Exhibit 3); and

- iv. Include payments on the data file to be sent to OTDA (see VI.D.5.).
 - h. Walk-In Payment Received at SCUs – The Contractor must provide a secure web-based payment system to allow counties to post walk-in payments. The Contractor must process walk-in payments received at local district SCUs as detailed in VI.B.5.g.iii. and VI.B.5.g.iv.
 - i. Cash Payments Received in the Mail – The Contractor must process cash payments as detailed in VI.B.5.g.iii. and VI.B.5.g.iv.
6. Verifying Remittance Totals – In order to support the accountability; data file format; deposit preparation; and general reporting requirements, the Contractor’s payment process must entail grouping payments by source code, payment type, or some other means. The grouping of payments must lead to a segregation process during which the Contractor must perform, at a minimum, the following tasks:
- a. Confirm deposit totals by calculating every legally acceptable payment amount as recorded on each payment instrument by the remitter.
 - b. Independently verify payment amount totals to similar group totals on the payment data file prior to sending that data file to OTDA. The file must not be transmitted to OTDA until every local district and Non-IV-D Services Unit data file total is in balance with the total deposit and subsequent wire transfers to be made for the respective local district and Non-IV-D Services Unit.
 - c. Reconcile any discrepancies prior to transmitting the payment data file to OTDA.
 - d. Further processing – The Contractor must perform the following tasks:
 - i. Segregating remittance devices from source documents (e.g., coupons, listings, etc.).
 - ii. Endorsing and recording an audit trail on the back of every non-cash payment received for a local district SCU that includes, at a minimum, the following information:

Deposits for the New York State Child Support Processing Center Bank Account

 - (1) "FOR DEPOSIT ONLY"
 - (2) "New York State Child Support Processing Center"
 - (3) The New York State Child Support Processing Center bank account number
 - (4) Processing Date
 - (5) Batch or Grouping Number
 - (6) Transaction Number
 - (7) Sequence Number
 - iii. Encoding on the lower right-hand portion of every payment the magnetic ink character recognition (MICR) line on the front of each payment, the legal amount of that payment.
 - iv. Recording a legible Audit Trail on the front or back of any associated coupon if it does not overlay any of the identification information. The

audit trail must be recorded in such a way that it remains legible if later reproduced, photocopied, or imaged. The audit trail must include, at a minimum, the following information:

- (1) Processing Date
 - (2) Batch Number
 - (3) Sequence Number
 - (4) District Name or Non-IV-D Services Unit
 - (5) County Support Collection Unit
 - (6) Multiple Accounts Indicator
 - (7) Non-Multiple Accounts Indicator
 - (8) Repeat of Batch Number
 - (9) Repeat of Sequence Number
 - (10) New York Case Identifier
- e. Generating a summary report for all verified and balanced groupings/payments with separate totals for the New York State Child Support Processing Center.
 - f. Verifying each local district and Non-IV-D Services Unit payment file data to each local district and Non-IV-D Services Unit wire transfer to the total deposit and reconciled discrepancies.
7. Transmitting Payment Data to OTDA – The Contractor must create a payment file that includes all the required information for all payments (see Exhibit 2), which is to be transmitted to OTDA on a daily basis. The Contractor must, at a minimum, perform the following tasks:
- a. Extracting and Consolidating Payment Data – The Contractor must perform the following tasks:
 - i. create a consolidated report of transactions contained on the payment data file.
 - ii. create a summary deposit report.
 - iii. verify, by individual data file, total payment data to each local district and Non-IV-D Services Unit wire transfer to the total deposit and reconcile discrepancies.
 - b. Transmitting Payment Data – The Contractor must perform the following tasks:
 - i. create five separate files with header records which will identify the payment file and contain records for local districts grouped as follows:
 - (1) File #1: Albany County through Erie County
 - (2) File #2: Essex County through Nassau County
 - (3) File #3: Niagara County through Saratoga County
 - (4) File #4: Schenectady County through Yates County and Non-IV-D Services
 - (5) File #5: New York City

- ii. transmit electronically via TCP/IP SFTP, five separate payment data files to OTDA with each file in the format required in Exhibit 2 of this RFP.
- iii. verify receipt of five payment files by accessing the child support system and performing STRUNS job monitoring verification in accordance with OTDA requirements and maintaining a digital copy of each daily file verification.
- iv. complete a payment file transmission log in accordance with VI.D.12.d.
- v. provide electronic copies of consolidated Payment Detail Report to OTDA as required.
- vi. provide the data file as directed by OTDA in those instances where transmission cannot be completed.

C. Market Submission of Payments – The Contractor must promote and secure the submission of child support payments from noncustodial parents, income providers, financial institutions, and other child support agencies, including submission through electronic means.

1. The Contractor must prepare marketing and educational material for OTDA's approval by the first (1st) day of Operations. The marketing and educational material must be user friendly; convenient; and support web-based payments, debit card payments, reoccurring withdrawals, credit card payments, EFTs, and data files with ACH wire transfers. In April 2023, 55 employers were sent this material. This material is currently 16 pages in length.
2. Daily, the Contractor must identify remitters that would benefit from converting to electronic payments, such as employers that send in 20 paper payments or more. When the Contractor identifies such remitters, the Contractor must provide remitting parties with the marketing and educational material, including data file requirements.
3. The Contractor must assist with account reconciliation of child support cases and initiate and approve testing of data files containing child support data when converting remitters to electronic submission.
4. A complete record of marketing and educational activity must be documented, including the outcome of the activity.

D. Process for Handling Payments

1. Misdirected Payments/Payments Not Acceptable for Deposit – The Contractor must not accept, for processing and deposit, any misdirected payments or payment not acceptable by OTDA's Banking Contractor (e.g., postdated checks, dated more than five (5) days from the day payment was retrieved from the post office boxes; business checks received from income providers, financial institutions, or other state child support agencies without an authorized signature). The Contractor must identify, and return to the remitter via first class mail, all such payments on the same day the payments were received and include a cover letter describing the reason(s) for returning the payment. The Contractor must retain a copy of each cover letter with copies of payment and supporting documentation. A scan of each payment, supporting documentation and accompanying letter must be provided to the effected local district by 9:00 AM, ET, the next business day.

2. Acceptable Signature – The Contractor must accept for deposit noncustodial, property execution, personal injury claim, or income provider payments that display an electronically produced signature on a paper payment.
3. Legal Line – The Contractor must not accept for deposit, payments with a blank/incomplete legal line. Payments are to be processed for the legal line amount. Foreign payments with conflicting legal and courtesy amounts are not to be processed.
4. Electronic Forms – The Contractor must directly receive from local district SCUs and process the following electronic reports daily:
 - a. Walk-In Payments – Local districts will provide the Contractor electronically with a listing of payments received by the local district. The Contractor must include all walk-in payments received by 2:00 PM, ET, on the payment file transmitted to OTDA on its respective day.
 - b. Payment Documentation Requests – Local districts will electronically provide the Contractor with requests for payment documentation which the Contractor must process in accordance with the requirements detailed in VI.B.2.
 - c. Confirmation of Payment Requests – Local districts will electronically provide the Contractor with requests for confirmation of payments which the Contractor must process in accordance with the requirements detailed in VI.G.3.
 - d. Payment Receipt Book – Local districts will electronically provide the Contractor with requests for payment receipt books which the Contractor must provide. The Contractor must mail receipt books to requesting local district by priority mail within twenty-four (24) hours of receiving a request.
 - e. Communicating General Information – Local districts will provide the Contractor electronically or via facsimile with general communications involving any aspect of Centralized Operations which the Contractor will respond to in accordance with the requirements detailed in VI.B.2.
 - f. The Contractor must develop, maintain, and update an electronic method and format to receive and respond to VI.D.4.a. through VI.D.4.e., above. The Contractor must obtain approval from OTDA in advance of implementing the electronic system, new or updated formats.
5. Processing Timeframes
 - a. The Contractor must process the payments retrieved from the post office box on Saturdays at the USPS Facility and include those payments on the payment file transmitted to OTDA by 8:00 AM, ET, the following business day.
 - b. The Contractor must process payments retrieved from the post office box at the USPS Facility on Mondays or a business day after a holiday, such that the number of payments processed on those days meets or exceeds the requirements listed in Appendix O Section 4, #4. The Contractor must include those payments on the payment file sent to OTDA by 7:00 PM, ET, on Monday or the business day after a holiday.
 - c. The Contractor must process the payments retrieved from the post office box on Tuesday plus the remaining unprocessed mail retrieved on Monday or two (2) business days after a holiday and include those payments on the payment file

transmitted to OTDA by 7:00 PM, ET, on Tuesday or two (2) business days after a holiday.

- d. The Contractor must process the payments retrieved from the post office box at the USPS Facility Wednesday through Fridays and include those payments on the payment file sent to OTDA by 7:00 PM, ET, on its respective day (e.g., payments placed in the post office boxes on Thursday must be on the file transmitted to OTDA on that same Thursday).

6. Payment Information

- a. Payment Information Received from Banking Services Contractor as Electronic Data Information – The Contractor must process payments received from the bank, under contract with OTDA to provide central collection banking services, and include those payments on the payment file transmitted to OTDA the following business day unless the Contractor receives those payments before 12:00 PM, ET, in which case, the Contractor must process those payments and include them on the payment file sent to OTDA on the same day as received. The Contractor must develop a process that segregates payments remitted via EFT between income provider, other states child support agencies, noncustodial parents and property execution and maintain a process that records those payments on the data file transmitted to OTDA with all required data elements for each category of payment (e.g., income provider batch type 57, other states batch type 50, etc.). (see Exhibit 3 of this RFP).
 - b. Payment Information Received from Income providers as Electronic Data Information other than from Electronic Funds Transfer – The Contractor must process payments received from income providers that provide payment information from an electronically transmitted file in a format acceptable to OTDA (e.g., TCP/IP SFTP or secured Internet protocol). The Contractor must include those payments on the payment file transmitted to OTDA the following business day unless the Contractor receives those payments before 12:00 PM, ET, in which case, the Contractor must process those payments and include them on the payment file sent to OTDA on the same day as received.
7. Payment File Transmission – The Contractor must complete transmission daily, including confirmation of receipt from the child support system, of four (4) separate payment files for Rest of State and one (1) payment file for New York City (see VI.B) by 7:00 PM, ET, Monday through Friday, and for Saturday on the following processing day by 8:00AM, ET. The Contractor must access the child support system and perform requested production run screen tasks to verify receipt of all five (5) payment data files by OTDA. The Contractor must retain screen prints to provide an audit trail of acceptance of the data file. The Contractor must follow OTDA contact person protocol should repeat transmission fail after a data file transfer failure.
 8. Providing Previously Transmitted Payment File – OTDA may occasionally require previously transmitted payment files to be re-transmitted. If needed, and at the request of OTDA, the Contractor must have the capability to re-transmit one (1) or more of the five (5) daily payment files previously transmitted to OTDA on any one of the last ten (10) business days prior to the day of the request.
 9. Payments Received with Insufficient Identifying Information – The Contractor must encourage noncustodial parents and income providers to submit sufficient information with their payments. The Contractor must maintain records that provide

monthly figures of the number of payments received from noncustodial parents and income providers, respectively, which require further identification.

10. Pre-Authorized Electronic Transfer of Payments – The Contractor must encourage noncustodial parents who pay directly to use EFT from their bank accounts for remitting child support payments. The Contractor must document all attempts, whether successful or not, to encourage noncustodial parents to remit payments via pre-authorized EFT.
11. Converting to Electronic Payments – The Contractor must work together with OTDA to encourage remitters to send payment information via electronic data transfer. The Contractor must, within ten (10) days of the end of each child support system month submit a report to OTDA which at a minimum detail the number of and percent of payments received and processed by, electronic wire transfer, or other forms of electronic data transfer; the manner in which the percentage was calculated; and include a narrative which documents the Contractor's marketing efforts. The Contractor must retain documentation of all instances where they attempted, whether successfully or not, to convert income providers to remit payment information via these formats.
12. Logs – The Contractor must, at a minimum, maintain the following logs in support of payment processing.
 - a. Mail Receipt and Opening Log to include, at a minimum:
 - i. Processing Date
 - ii. Time mail received at New York State Child Support Processing Center
 - iii. Total certified and priority mail received
 - iv. Grand total of all envelopes received
 - v. Time mail opening was completed
 - b. Electronic Data Information Log to include, at a minimum:
 - i. Source of information bank, income provider name, other state child support agency, noncustodial parent, property execution, Internet and credit card companies
 - ii. Date and time received
 - iii. Number and amounts of payments
 - iv. Date and time included on payment file
 - c. Rejected Payment and Suspense Payment Logs to include, at a minimum:
 - i. Date
 - ii. Local district
 - iii. Number of income provider and noncustodial parent items posted to suspense
 - iv. Number of payments rejected and reason for rejection
 - v. Date documentation was electronically sent to the local district
 - vi. Date corrective action was completed
 - d. Payment File Transmission and Re-transmission Log to include, at a minimum:

- i. Transmission date
 - ii. Time transmission started for each file
 - iii. Time transmission completed for each file
 - iv. Number of records transmitted for each file
 - e. Electronic Deposit Data File Transmission, Re-transmission and Receipt Log to include, at a minimum:
 - i. Transmission date
 - ii. Time transmission started for each file
 - iii. Time transmission completed for each file
 - iv. Number of records transmitted for each file
 - v. Number of rejected records
 - vi. Confirmation and date of physical deposit of rejected records
 - f. Walk-In Payments, to include, at a minimum:
 - i. Date and time notifications received
 - ii. Name of local district or OTDA
13. Unprocessed Payments – The Contractor must secure in a safe, any payment that has not been fully processed, transmitted to OTDA and deposited into the New York State Child Support Processing Center bank account. The Contractor must maintain a listing of unprocessed payments for the purpose of providing sufficient information as required in VI.F.2.c. The Contractor must notify the on-site OTDA contract monitoring unit in writing, by 8:00 AM, ET, each day, of any unprocessed payments for the prior day and must identify the reason for unprocessed payments and the corrective action to process those payments and stop further occurrence of the same day processing standard deficiency.
14. Performance – The Contractor's performance under the above standards unless otherwise noted will be measured by a test check performed by OTDA staff.

E. Deposits/Transfers

1. Electronic Deposit

- a. Creating and Transmitting Electronic Deposit Data Files to the Bank Under Contract to OTDA – The Contractor must create and transmit to the bank under contract to OTDA a daily electronic deposit data file in the format required by OTDA. The Contractor must, at a minimum, perform the following tasks:
 - i. Verify deposit amounts of individual deposits and deposit batch totals and reconcile the total deposit to the deposit summary report prepared in VI.B.
 - ii. Create electronic deposit data files in the format required in Exhibit 2 of this RFP.
 - iii. Create a consolidated report of transactions contained on the payment data file.
 - iv. Create a summary deposit report.

- v. Verify, by individual data file, total payment data to each local district and Non-IV-D Services Unit wire transfer to the total deposit and reconcile discrepancies.
- vi. Retain financial instruments from the electronic deposit data file in labeled containers in a secured area for a minimum of ten (10) days, then destroy in a secure and protected manner.
- vii. Transmitting Payment Data – The Contractor must perform the following tasks:
 - (1) Securely transmit electronic deposit data files to the bank under contract to OTDA, with each file in the format required in Exhibit 2 of this RFP Monday through Friday, excluding federal and State holidays.
 - (2) retain acknowledgements that the electronic deposit data file was received and accepted, with or without adjustments.
 - (3) if electronic deposit data file transmission fails, prepare the electronic deposit to be sent to the bank under contract to OTDA with the physical deposit.
 - (4) complete an electronic deposit data file transmission log in accordance with VI.D.12.d.
 - (5) provide electronic copies of the consolidated Payment Detail Report to OTDA as required.
 - (6) provide the data file as directed by OTDA in those instances where transmission cannot be completed.
- b. Timeframe – The Contractor must transmit to the bank under contract to OTDA all payments within twenty-four (24) hours of receipt. Under no circumstances is the processing and transmission of payments to be delayed because a payment cannot be identified to a specific account following OTDA's research procedures or the Contractor's other tasks.

2. Physical Deposit

- a. Preparing Deposit Slips for Physical Deposits – Items for physical deposit are to include cash, foreign items, and items rejected from electronic deposits as defined in VI.F.1. The Contractor must verify individual deposit amounts and deposit batch totals and reconcile the total deposit to the deposit summary report prepared in VI.B.
- b. Delivery of Deposits for Physical Deposits – Sign over the deposits to a bonded courier, which delivers them to the Banking Services Contractor facility Monday through Friday by 10:00 AM, ET, and retain courier pickup receipt and deposit receipt for each physical deposit.
- c. Deposit Documentation – The Contractor must retain copies of the New York State Child Support Processing Center completed deposit tickets along with a copy of the record of deposit totals.
- d. Timeframe – The Contractor must deposit all payments including electronic deposit rejects within twenty-four (24) hours of receipt, except in those cases where a remitter is contacted to gather sufficient posting data (VI.B.3.b). Under

no circumstances is the processing and deposit of payments to be delayed because a payment cannot be identified to a specific account following OTDA's research procedures or the Contractor's other tasks.

3. Transfers

- a. The Contractor must review the records of payments on deposit in the New York State Child Support Processing Center bank account to identify and transfer to the respective local district SCU bank account, within twenty-four (24) hours, those funds that have been received as:
 - i. Electronic funds transfer payments
 - ii. Deposited as a single payment from:
 - (1). Noncustodial parents
 - (2). Other state child support agencies
 - (3). Income providers
 - (4). Online or credit card companies
 - (5). Property execution from financial institutions
 - iii. The Contractor must maintain a daily record of bank transfers which will include by source category, at a minimum:
 - (1). the date of the bank transfer;
 - (2). the name of the local district to which the funds were transferred;
 - (3). the local district bank account number;
 - (4). the amount of the bank transfer; and
 - (5). the deposit date, which the bank transfer of payments reflects.
4. Insufficient Funds (NSF) Payments – For payments found to have NSF, the Contractor must:
 - a. Maintain an NSF log and record providing, at minimum, the following information:
 - i. bank NSF date
 - ii. name of remitter name
 - iii. telephone number of remitter
 - iv. remitter contact name
 - v. check date
 - vi. check amount
 - vii. check number
 - viii. date copy mailed to remitter for collection
 - ix. date collection due from remitter
 - x. indicator if collected
 - xi. date of collection
 - xii. date referred for collection

xiii. outcome of collection activities

xiv. date collection completed

- b. Return a copy of the rejected payment to the remitter and advise them in writing that the present payment and all future payments must be remitted electronically or in a certified form. A copy of the letter accompanying the returned NSF payment to the remitter must be made available by 9:00 AM, ET, the next business day to the local district SCU;
 - c. Update the child support system with information regarding payments found to have NSF (i.e., account remarks);
 - d. Notify OTDA electronically of items found to have NSF the same day that such notification is received from the banking Contractor;
 - e. Mail the copy of the rejected payment and the letter requesting electronic or certified payment to the remitter via first class mail on the same day as the rejected payment is identified. The Contractor must not complete a negative bank transfer or forward debit memos to local districts for those NSF payments. The Contractor must secure collection on payments where the remitter failed to provide electronic or certified payment, and on all deposited payment instruments returned from the bank as NSF.
 - f. The Contractor is liable dollar for dollar, for the amount of subsequent NSF payment from any payment that previously tendered a payment with NSF where the Contractor has received notice from the local district SCU or bank under contract with OTDA to provide banking services. The Contractor must provide the funds to OTDA within twenty-four (24) hours of the notification of the NSF payment.
 - g. The Contractor must maintain and provide to each local district an electronic report of noncustodial parents and businesses where notice has been received from the bank regarding NSF.
 - h. This process is to also be done for all non-certified payments received from noncustodial parents and income providers who have been identified by a local district Support Collection Unit (SCU) or is known by the Contractor as having previously remitted a payment that was found to have NSF.
5. Non-Collectable Payments – The Contractor must notify OTDA of payments returned from the bank under contract to provide banking services as non-collectable (e.g., stopped payment, return to maker, account closed) the same day that notification is received from the bank. The Contractor must:
- a. mail a copy of the rejected payment to the remitter along with a letter stating that the present payment must be replaced. This must be mailed to the remitter on the same day as the rejected payment is identified, and an electronic copy made available by 9:00 AM, ET, the next business day to the local district SCU; and
 - b. provide to each local district an electronic listing of noncustodial parents and businesses where notice has been received from the bank of non-collectible funds.
6. Encoding Payments – The Contractor must encode the payments with Magnetic Ink Character Recognition (MICR) print format acceptable by the banking industry. The amount must represent the amount written in words on each payment.

7. Deposit Slips – The Contractor must maintain an ongoing two (2) month supply of encoded deposit slips for Contractor use. Deposit slips are to be obtained from the bank under contract with OTDA to provide banking services.

F. Controls and Records

1. Maintaining Controls – The Contractor must perform all tasks by:
 - a. Maintaining sufficient controls and records that conform to generally accepted accounting principles (GAAP).
 - b. Maintaining controls and records in every area of payment processing, and must include but are not limited to the following:
 - i. Maintenance of accurate audit trails;
 - ii. Separation of functions;
 - iii. Implementing a system of checks and balances; and
 - iv. Ensuring the controls and records established by the Contractor are assigned to protect against error and fraud as defined by the guidelines established by New York State, OTDA requirements, and applicable industry standards.
 - c. Conducting internal audits to ensure accountability of funds.
 - d. Maintaining sufficient controls to ensure that every payment received is fully processed and accounted for.
2. Documentation/Records – The Contractor must provide all documentation and/or records in an electronic data file format acceptable to OTDA and make the file or system containing the file available to OTDA or local district daily after notification from OTDA to begin to do so for the following items:
 - a. Suspense Documentation – The Contractor must provide each local district and OTDA with legible imaged copies of the payment documentation to support the payments processed to each of the local districts' suspense accounts (e.g., copies of payments, coupons, payment stubs, EDI records, proration worksheets, correspondence, envelopes, and pay listings). Imaged documents must be made available no later than 9:00 AM, ET, the next business day the payments were included on the payment file transmitted to OTDA.
 - b. Payment Documentation Requests – On a daily basis, local districts request payment documentation for payments processed in the past, anywhere from the prior day's processing up to the preceding six (6) years of payments processed. The Contractor must establish an electronic method for local districts and OTDA to request such documentation. The Contractor must provide the requested payment documentation electronically, including digital or scanned versions of payments, coupons, envelopes, and the source documentation received with each payment. The Contractor is required on a daily basis to receive and provide all payment documentation requests for all fifty-eight (58) local districts and the Non-IV-D Services Unit within twenty-four (24) hours of receipt.
 - c. Rejected Transaction Documentation – On a daily basis, the Contractor must access the child support system to determine for each of the fifty-eight (58) local districts and Non-IV-D Services Unit, the rejected payment processing transactions from the previous day's processing by retrieving the payment

documentation for those rejected transactions. The Contractor must electronically provide the payment processing documentation for each of the rejected transactions including digital or scanned versions of the front of remittance devices, coupons, envelopes, and the hard copy source documentation received with each payment and any other supporting documentation. The Contractor is required to provide the rejected transaction documentation to the respective local district and/or OTDA within twenty-four (24) hours from the Contractor's determination that a local district has rejected payment processing transactions.

3. Confirmation Requests – On a daily basis, the local districts may request confirmation from the Contractor that all payments that have been received by the Contractor for a specific noncustodial parent have been processed. Confirmation requests received by the Contractor by 12:00 PM, ET, must be processed and returned to the respective local district by 4:00 PM, ET, the same day. Confirmation requests received by the Contractor after 12:00 PM, ET, must be processed and returned to the respective local district by 12:00 PM, ET, the following business day.
4. Foreign Currency Log – The Contractor must electronically provide scanned copies of payments payable in foreign funds along with the foreign currency log to the respective local district within twenty-four (24) hours of receipt of such payments.
5. Payment Sampling – The Contractor must support any payment sampling process required by OTDA.

G. OTDA Responsibilities

1. Accessing the Child Support System – OTDA will provide access to the child support system by:
 - a. Assigning to designated Contractor staff a system sign-on and password, which enables them to access each local district and Non-IV-D Services Unit database for the purpose of inquiry only.
 - b. Providing and maintaining the telecommunications line between the Contractor and OTDA's mainframe link to the child support system.
 - c. Providing site survey and installation of the telephone lines to support child support system access.
 - d. Ensuring accessibility of child support databases at timeframes noted in VI.B.3.a.
2. Payment File Verification Procedures – OTDA will provide the Contractor with the most current child support system procedures to verify OTDA's receipt of payment files transmitted by the Contractor.
3. Child Support System Research Procedures – OTDA will provide the Contractor with the most current child support system research procedures to be completed by the Contractor upon receipt of payments without a child support case identifier or upon verification that the child support case identifier provided with the payment is not a valid child support system account numbering in a particular local district. OTDA will provide updated procedures as it determines necessary to ensure that child support case identifiers are ascertained in the most thorough and accurate manner.
4. Proration Procedures – OTDA will provide the Contractor with the most current proration procedures to be completed by the Contractor for a noncustodial parent,

which have been identified to a noncustodial parent with multiple child support accounts. OTDA will provide updated procedures as it determines necessary to ensure that proration of payments occurs in the most thorough and accurate manner.

5. Child Support System Suspense Accounts – OTDA will provide the Contractor with the most recent child support system suspense account number designated by each local district SCU for the various circumstances throughout this RFP, that require posting payments to a suspense account (e.g., unable to identify a noncustodial parent, or income provider payment to a specific noncustodial parent child support case identifier when completing child support system research as noted in VI.B).
6. Bank Account Numbers and Blank Deposit Slips for Depositing and Transferring Payments – OTDA will provide the Contractor with each local district's SCU and Non-IV-D Services Unit bank account number for the purpose of wire transferring funds. OTDA will provide the Contractor with the bank account number of the New York State Child Support Processing Center bank account for the purpose of depositing/transferring funds.
 - a. OTDA will provide the Contractor with an initial stock of supplies for depositing to the New York State Child Support Processing Center bank account. The Contractor will be responsible for ordering additional supplies from OTDA Banking Service Contractor.
 - b. OTDA will provide a contact person for the Banking Services Contractor for ordering of deposit slips.
7. Error Detection and Resolution – OTDA will immediately notify the Contractor of any problems or errors regarding payment processing that OTDA or local districts' SCU staff identify. OTDA will notify the respective local district SCU of any problems or errors that OTDA or the Contractor has identified. OTDA will advise local district SCUs of any corrective actions required to be taken by the Contractor or their staff to resolve the problem or correct the error.
8. Payment Documentation – OTDA will provide the Contractor with imaged electronic documentation totaling three hundred and twenty (320) gigabytes of information in .tif format for the prior six (6) years.
9. Local District changes in addresses – OTDA will provide the Contractor with the mailing addresses of each local district and will provide updated information in the event of a change of address.
10. OTDA/DCSS Website Address – OTDA will provide the Contractor with the URL for both OTDA and DCSS websites.

H. Types of Error Rate

1. The Contractor has committed a payment processing error when the Contractor has failed to process a payment within the payment processing tasks and performance standards identified as follows:
 - a. Credit the correct payment amount to a noncustodial parent child support account or local district suspense account to include completing an accurate required payment conversion for foreign currency and/or required payment proration.

- b. Identify the correct account to which a payment should be processed given a thorough review of all the information provided with the payment, the completion of research procedures, the account verifications required, and completion of the tasks as noted in VI.B.3.b, where applicable.
 - c. Provide complete and accurate information for each of the data elements that must be included as required payment information as noted in Exhibit 2 of this RFP to be provided to OTDA.
 - d. Identify and return a payment to the remitter after the Contractor has been notified by the respective local district SCU or the bank under contract with OTDA to provide banking services that the remitter previously remitted payment(s) found to have NSF.
 - e. Transfer payments in the correct amount from the New York State Child Support Processing Center bank account to the respective local district account each day as required in VI.B.5.c.iii.
 - f. Locate within twenty-four (24) hours of a request from a local district or OTDA, all payment documentation that is required to be retained in a legible format after a payment has been processed.
 - g. Process payments within the required timeframes noted in VI.D.5
 - h. Provide an electronic digital copy of all payments and supporting documentation within 24 hours of receipt
2. For any payments requiring outreach that are applied to an incorrect case, the Contractor must be able to present documentation within twenty-four (24) hours justifying having applied the payment to the affected case.
 3. The Contractor is liable to reimburse the local districts for encoding errors or erroneous disbursements resulting from payment processing errors within 48 hours of notification from OTDA as required in Appendix O Section 4, #6.

VII. Disbursement Processing

Disbursement Processing includes the Contractor using disbursement data files received from OTDA to print and mail checks, issue, and maintain debit cards, and receive, transfer, and issuance of EFT files. The Contractor must also pull and void disbursements and reprint checks, as needed. The Contractor staff completing disbursement tasks cannot perform or have access to payment processing functions.

- A. Receiving Data Files – The Contractor must receive multiple disbursement data files via SFTP in the format required by OTDA.
 1. The Contractor must ensure that it receives a disbursement file each business day (Monday through Friday) for each of the fifty-eight (58) local district SCUs and the Non-IV-D Services Unit. The disbursement data files will be sent to the Contractor by OTDA each day, Monday through Friday, except holidays any time between 11:00 PM, ET, and 9:00 AM, ET, the following morning.
 - a. The Contractor must have a process in place to review the disbursement files upon receipt, verify that the data contained on each of the files is readable, non-duplicative of a previous day's file, that the starting check number is the next sequential number from the previous day's ending number, and that the disbursement file and check register information are the same. In situations

where two files are received for any one local district, the Contractor must access and utilize the most recent received file.

- b. The Contractor must immediately contact OTDA if any of the fifty-nine (59) disbursement data files are not received by the timeframe and/or if any verification cannot be completed and confirmed as noted herein. The Contractor must complete each business day (Monday through Friday) a control log which includes, at a minimum, the date, time of day, and beginning check number provided by OTDA's child support system for each local district SCU. The Contractor may sort, modify, or rearrange the disbursement data files received from OTDA as long as the Contractor meets the pull and void, and discount barcode mailing performance standards required in VII.C.3.

B. Debit Cards

1. The Contractor must ensure adequate cardholder access to Automated Teller Machines (ATMs) and Bank Teller withdrawals. Bidders must include in their technical proposals the total number of ATMs that are in-network both within and outside New York State.
2. No Fee Transactions – The Contractor must provide a minimum of two (2) transaction/surcharge fee free ATM withdrawal transactions per month per cardholder at in-network ATM locations.

Balance inquiry transactions at in-network ATMs, as well as transactions that are denied, reversed, voided, or adjusted either partially or completely, will not be counted toward the allotted two (2) free in-network withdrawals and shall not be billable to OTDA or the cardholder. Any ATM usage transaction fee deducted from the cardholder's cash account accompanying a balance inquiry, denied, reversed, voided, or adjusted transactions either partially or completely, must be credited back to the cardholder account immediately. Surcharged ATM cash transactions may not incur usage transaction fees (interchange and switch fees) that will be billable to OTDA or to the cardholder. Once the cardholder has performed two (2) free in-network ATM withdrawals per month, the cardholder will be charged by the Contractor for any additional ATM usage fees associated with cash withdrawals at the rate proposed by the Offeror on Appendix P, not to exceed \$1.50 per withdrawal for the remainder of the calendar month. The number of free ATM usage transactions is based on a calendar month and is not affected by the status of the account, nor whether the benefits were posted/deposited to the account during the month. Cash withdrawals and balance inquiries at other than in-network ATM locations will be charged to the cardholder at the rate proposed by the Offeror on Appendix P, not to exceed \$1.50 per inquiry or withdrawal.

3. Debit Card Issuance
 - a. Brandmark – The Contractor must provide debit cards carrying either a Mastercard or Visa brandmark.
 - b. Graphics – The Contractor must provide for the debit card graphics, as approved by OTDA.
 - c. Multiple Child Support Accounts – The Contractor must issue one (1) debit card per custodial parent covering all eligible child support accounts associated to that custodial parent.

- d. Supply On-Hand – The Contractor must maintain on-hand, a two (2) month supply of debit cards sufficient to cover the number of debit cards issued for the previous two (2) months.
 - e. Mailings – The Contractor must mail debit cards within five (5) days of receipt of a card order data file, a qualified requestor's receipt of a request for enrollment, or receipt of a request for a replacement card. The envelope must contain a New York return address approved by OTDA.
 - f. Transition outreach materials – The Contractor must create a transition package that will be approved by OTDA. Package must include but not limited to:
 - i. Information about the new card mailing
 - ii. Information about activation
 - iii. Information regarding PINing the card at 30- and 90-day intervals
 - g. Bank Accounts – The Contractor must establish individual banking accounts within five (5) days of receipt of a data file for enrollment or request for enrollment, for custodial parents who elect or are pre-enrolled in OTDA debit card program. The Contractor must manage the individual bank accounts in compliance with banking rules and regulations.
 - h. Debit card Package – OTDA shall review and approve all documentation included with mailed debit card packages.
4. Returned Mail – Debit Card Enrollment Notices and Debit Card Mailings
- a. New Address Provided – Items returned with a new address are to be processed as follows:
 - i. Debit Card Enrollment Notices – Place original contents in a new envelope, enter the new address as the mailing address, and mail the new envelope to the new address.
 - ii. Debit Card Mailings – Confidentially destroy the undeliverable debit card within forty-eight (48) hours of receipt from the USPS, and issue and mail a new card to the new address.
 - iii. Update the debit card system record in accordance with VII.B.5.a., below to reflect the date of the new mailing and address.
 - iv. Retain a copy of the USPS notification providing the new address along with supporting documentation of the undeliverable notice or debit card for sixty (60) days, and then destroy in a secure and protected manner.
 - v. OTDA desires for the Contractor to provide it with a list containing the new mailing addresses for custodial parents in an electronic format approved by OTDA.
 - b. No New Address Provided – Items returned without a new address are to be processed as follows:
 - i. Update the debit card system record in accordance with VII.B.5.a., below to reflect the undeliverable item the same day as received.
 - ii. OTDA desires to also receive this information from the Contractor in an electronic format approved by OTDA.
5. Debit Card Maintenance

- a. The Contractor must establish a process to update and maintain debit card system records. The Contractor must, at a minimum, perform the following:
 - i. Personal Data Updates – Upon notification from the custodial parent or OTDA, the Contractor must update the personal data (i.e., name, mailing address, email address, phone number, etc.) for the respective Debit Card account the same day as received. The Contractor must maintain a record of such requests received and the resulting activity of such requests. The Contractor must also provide notice of such changes to OTDA in an approved method and format.
 - ii. Funding of cards – Once the Contractor has confirmed receipt of the data file from OTDA, the Contractor shall disburse funds to each card pursuant to the disbursement data file within twenty-four (24) hours of that receipt.
 - iii. Fund Reversals – Upon written notification from OTDA to reverse monies on a custodial parent debit card, the Contractor must transfer those funds to the respective local district SCU or OTDA bank account within forty-eight (48) hours of receiving notice from OTDA. The Contractor must maintain a log of such requests received from OTDA and the resulting activity of such requests.
 - iv. Linking – One card shall be issued per custodial parent covering all eligible child support cases associated with that custodial parent as per VII.B.3.c.
 - v. Reissue Expiring Debit Cards – The Contractor must reissue debit cards between thirty (30) and forty-five (45) days prior to the date of expiration.
 - vi. Termination – Upon receiving written notification from OTDA, the Contractor must terminate debit card accounts within forty-eight (48) hours. The Contractor must maintain a log of such requests received from OTDA and the resulting activity of such requests. The Contractor must also provide this information to OTDA.
- b. Creating a Data File of Debit Card Statuses
 - i. Creating Data File – The Contractor must provide to OTDA by 1:00 PM, ET, each day, a data file containing Card Order Send/Return and Profile Update Send/Return debit card statuses (see Exhibit 2).
 - ii. OTDA desires to have the following debit card information provided by the Contractor on a data file in a format acceptable by OTDA, in addition to those detailed in VII.B.5.b.i, above:
 - (1) Initiated Profile Update
 - (2) Cards Not Activated
 - (3) Card Cancellation
 - (4) Lost/Stolen Card
 - (5) Account Activated
 - (6) Month to Date Summary
 - (7) Program Summary

- (8) Any of the statuses in VII.B.5.b.(1), above, which the Contractor cannot provide on a data file must be made available in an Administrative Web Platform (VII.B.6.I).
 - iii. The Contractor must verify the receipt of the data file by performing a STRUNS job monitoring verification in accordance with OTDA requirements. The Contractor must maintain an electronic copy of each file verification.
 - c. Negative Card Balance and Suspension
 - i. Cards must remain available for use with a negative balance up to \$10, and not trigger a card suspension.
- 6. Debit Card Customer Service – The Debit Card Customer Service Center must be located within the continental United States and provide at minimum, the following services:
 - a. Interactive Voice Response System – The Contractor must implement an IVR System to provide, at a minimum, the following services:
 - i. A toll-free telephone service for the continental United States and Canada;
 - ii. Accessible in English and Spanish;
 - iii. Available as required in Appendix O;
 - iv. Special messaging;
 - v. Reference the debit card customer service website services;
 - vi. Balance inquiry;
 - vii. Most recent set of transactions;
 - viii. Most recent set of deposits;
 - ix. Option to speak with a representative at any time during call, 7 days a week, 7:00am-7:00pm ET;
 - x. Provide for validation of client by Social Security number;
 - xi. Process for reporting change in addresses and telephone numbers;
 - xii. Process for addressing accounts of deceased card holders;
 - xiii. Information pertaining to the escheat process for debit card funds;
 - xiv. Option for a caller to validate their identity with a live representative if the caller is unable to validate in the IVR; and
 - xv. Option for callers to speak to a representative in the Fraud Unit.
 - xvi. Connection to the IVR System within three (3) rings.
 - b. Debit Card Call Center Services – The Debit Card Call Center must provide, at a minimum, the following services:
 - i. A toll-free telephone service;
 - ii. Access seven (7) days per week, except State holidays;
 - iii. Acceptance of calls from 7:00 AM to 7:00 PM, ET;

- iv. A message must be delivered to callers calling outside of these hours, notifying the caller of the Debit Card Customer Service Center hours.
 - v. English and Spanish speaking representatives;
 - vi. Acceptance from and conferencing in of calls with an OTDA-approved language interpreter service to assist callers with Limited English Proficiency (LEP), as defined in New York State Executive Law Section 202-a.
 - vii. Reference the debit card customer service website services;
 - viii. Address and telephone number updating;
 - ix. Card activation;
 - x. PIN establishment and resets;
 - xi. Card replacement;
 - xii. A directory of in-network or affiliated ATM locations in New York State;
 - xiii. An index of most frequently asked questions, and the appropriate responses; and
 - xiv. A process for response to all other questions.
 - xv. The Contractor must describe how cardholder complaints and disputes will be resolved, and the timeframes associated with the process. List the types of issues anticipated and explain how each will be resolved.
 - xvi. The Contractor must adjust staffing to support call volumes per month, week, day, and hour of operation based upon mailings, initiatives, and normal call patterns.
 - xvii. The Debit Card Customer Service Center must meet the required availability rate in Appendix O, measured per calendar month.
 - xviii. The Debit Card Customer Service Center must have an average monthly wait time not to exceed the rate identified in Appendix O from the time the caller requests to speak with a call center representative.
 - xix. If all Customer Service Center staff is busy, after three (3) receiving rings, a message, pre-approved by OTDA, must be delivered to the caller.
 - xx. Caller requested action must be completed the same day as received.
 - xxi. Provide debit card account statements within one (1) business day following the receipt of the request.
 - xxii. The Debit Card Customer Service Center must receive a 95% overall rating in accuracy, courtesy, efficiency, and politeness. The Contractor must develop a method of surveying callers as approved by OTDA.
- c. Debit Card Website Services – The Debit Card customer service website must have sufficient bandwidth to efficiently receive and process inquiries, and at a minimum, provide for the following services:
- i. Available as required in Appendix O;

- ii. Debit Card customer service website in English and other languages required by New York State Executive Law Section 202-a, via a link to translated printable cardholder information and documentation. The current required languages can be found at the following website: <https://ogs.ny.gov/new-york-state-language-access-law>. OTDA has the discretion to identify any other languages necessary for the translation of debit card cardholder program printable materials.
 - iii. Special messages;
 - iv. Card activation;
 - v. PIN establishment and resets;
 - vi. Card replacement;
 - vii. A directory of ATM locations;
 - viii. Balance inquiry;
 - ix. Most recent set of transactions;
 - x. Most recent set of deposits;
 - xi. Account and transaction statements;
 - xii. Provide for validation of client by abbreviated Social Security number;
 - xiii. Process for reporting change in addresses and telephone numbers;
 - xiv. Process for addressing accounts of deceased card holders;
 - xv. Escheatment process;
 - xvi. Provide a link to the New York State Child Support Website.
- d. Debit Card Mobile App Services – The Debit Card Customer Service mobile app must have sufficient bandwidth to efficiently receive and process inquiries, and at a minimum, provide for the following functionalities:
- i. accessible twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days per year;
 - ii. Debit Card Customer Service mobile app in English and all other languages required by New York State Executive Law Section 202-a, via a link to translated printable cardholder information and documentation. The current required languages can be found at the following website: <https://ogs.ny.gov/new-york-state-language-access-law>. OTDA has the discretion to identify any other languages necessary for the translation of debit card cardholder program printable materials.
 - iii. special messages;
 - iv. provide for identity validation of client when registering the account by client providing demographic and account information including, but not limited to: debit card number, CVV, date of birth, name, and/or New York Child Support account number;
 - v. provide account registration for validated debit card holders;
 - vi. card activation;
 - vii. PIN establishment and resets;

- viii. ATM location assistance;
 - ix. available balance;
 - x. most recent set of transactions;
 - xi. most recent set of deposits;
 - xii. transaction history;
 - xiii. program documents and information and
 - xiv. Provide a link to the New York State Child Support Website.
- e. Debit Card Customer Service Design and Scripting – The Contractor must provide design plans and scripting for the IVR System, Debit Card Call Center Services, the Debit Card Customer Service Website Services, and the Debit Card Customer Service Mobile App for OTDA approval.
 - f. Persons with Disabilities – The Customer Service Center operations must support callers with disabilities and provide services for TTY/TDD and certified video relay services calls.
 - g. Call Recording – All calls must be recorded and retained by the Contractor until otherwise directed by OTDA. All call recordings must be clear, audible, and in a format conducive to being reviewed by the Contractor. Upon request by OTDA, call recordings must be reviewed within twenty-four (24) hours for non-threatening calls, and immediately for calls of a threatening nature.
 - h. All inquiries from any press, media or any members of government must be referred immediately to OTDA.
 - i. Reporting – The Contractor must provide OTDA, at a minimum, with the following information in a report format to be approved by OTDA, and in the timeframes provided below. The reports need to be accurately formatted, and data provided must be accurate:
 - i. Daily Report:
 - (1) A report of total number of incoming calls;
 - (2) Number of accepted calls;
 - (3) Number of abandoned calls;
 - (4) Number of Spanish calls;
 - (5) Number of non-Spanish calls by requested language;
 - (6) Call wait time;
 - (7) Time of call;
 - (8) After call time;
 - (9) Length of call;
 - (10) Number of calls transferred to a supervisor;
 - (11) Notification that a call back was required;
 - (12) Verification that a call back was completed;
 - (13) Customer Service Center staffing; and

(14) Repeat Caller report.

ii. Monthly Report:

(1) Cards printed (date and number);

(2) Cards mailed (date and number);

(3) Number of cards expiring;

(4) New enrollments;

(5) Cards in circulation;

(6) Number of cards pinned;

(7) Number of cards unpinned;

(8) Unpinned cards with balances;

(9) Unpinned cards without balances; and

(10) Debit card usage.

j. Outreach – The Contractor must provide outreach to those custodial parents who have not pinned their debit card or their replacement card (lost or expired) within thirty (30) and ninety (90) days of the debit card being mailed. The Contractor must complete outreach by using various methods such as sending custodial parents an informational letter, and by telephone. The Contractor must provide OTDA with a monthly report of the Outreach activities.

k. The Contractor must, on an ongoing basis, identify problems and recommend solutions, and identify potential efficiencies and cost-effective improvements.

l. Administrative Web platform – For OTDA’s use in support of the Services described in VII.B.6.I. Contractor shall provide OTDA with access to an Administrative Web platform to provide debit card information that the Contractor cannot provide on a data file (see VII.B.5.b.i.(1)).

C. Printing and Mailing Checks – Two (2) different types of checks are required to be printed. Checks issued between the fifty-eight (58) local district SCUs are herein identified as “SCU checks” and they must be printed but not mailed. Although the majority of SCU transactions occur electronically, there remains a small portion of SCU transactions (approximately one hundred twenty-five [125] per month) that must be printed for processing. All other checks issued to either custodial parents or payees other than SCUs must be printed and mailed each business day (Monday through Friday) for each local district based upon the data file received from OTDA and in accordance with VII.D., below. The Contractor must, at a minimum, perform the following tasks:

1. SCU Checks – The Contractor must perform the following tasks regarding SCU Checks:

a. Review the fifty-eight (58) SCU and Non-IV-D Services Unit separate check files to identify those checks payable to one of the fifty-eight (58) SCUs and the Non-IV-D Services Unit. Those checks are recorded at the end of each check file received from OTDA.

b. Combine the fifty-eight (58) separate groupings of SCU and the Non-IV-D Services Unit checks into one (1) file.

- c. Use non-sealable blank check stock for SCU and Non-IV-D Services Unit checks that is compatible with the Contractor's printing equipment, such that the check stock is entirely blank except for an inventory control number and whatever security measures, or marks are required by OTDA.
 - d. Print and sign the checks.
 - e. Pull and void SCU or Non-IV-D Services Unit checks requested by local districts or OTDA (see VII.C.3., below for details).
 - f. Display the issuing entity name and address in an area visible as the return address on the checks.
 - g. Reconcile the total checks to be issued by identifying beginning check inventory number, number of printed checks, total dollar amount of printed checks, number of pull and voids, total dollar amount of pull and voids, number of purged (destroyed or mutilated) checks and the ending check inventory number.
 - h. Perform routine quality assurance to ensure checks are printed legibly and information is aligned properly.
 - i. Deliver to Payment Processing supervisory staff by 1:00 PM, ET, each day rather than sealing and mailing them.
2. Mail Checks – The Contractor must develop and implement a check printing and mailing process that:
- a. Uses a separate self-sealer blank check stock from that used for the SCU checks;
 - b. Is capable of printing, sealing, and mailing a large quantity of paper checks every business day (average daily volume of 1400 checks);
 - c. Provides check security measures that meet or exceed industry standards;
 - d. Provides the designated Post Office Box as the single address for all returned checks;
 - e. Meets USPS regulations for mass mailing bar coded envelopes;
 - f. Takes advantage of the most economical mailing rate while ensuring timely delivery. OTDA reserves the right to require reasonable evidence that the best mailing avenue was selected, price, and all other factors considered;
 - g. The Contractor must employ a process that takes full advantage of zip code plus four bar code USPS discounts;
 - h. The Contractor must reconcile disbursement processes and ensure that all paper-based disbursements are accurately accounted for in each check printing cycle across each processing day;
 - i. The Contractor must hold the checks, excluding the SCU Checks described in VII.C.1 until 2:00 PM, ET, each day to allow each local district SCU time to request any pull and voids. Upon receipt of a pull and void request, the Contractor must process as detailed in VII.C.3;
 - j. The Contractor must mail the checks via first class mail on the same day the disbursement data files were received from OTDA. The Contractor must deliver

all checks, excluding SCU Checks, printed each day to the USPS General Mail Facility, Albany, New York, no later than 7:00 PM, ET, that day; and

- k. Alternative times are allowed if approved in advance by OTDA and the checks are mailed the same day.
3. Pull and Void – The Contractor must, beginning with the first day of Disbursement Processing, establish and maintain an electronic process for use by the local district SCUs to request pulling and voiding of disbursements. If the electronic process is unavailable, a paper process must be available. The Contractor must obtain approval in advance from OTDA prior to implementing updated forms.
 - a. The Contractor must electronically provide the local district SCU and OTDA with the following on the same day the checks are pulled and voided:
 - i. Confirmation of the Pull and Void.
 - ii. A copy of the Pulled and Voided check.
- D. Inventory Control – The Contractor must:
1. Supply On-Hand – Order from OTDA and maintain a sufficient supply of checks to ensure at least a three (3) month supply is always on hand to cover the number of disbursements for all fifty-eight (58) SCUs and the Non-IV-D Services Unit.
 2. Complete a control log, on a daily basis, for both non-mailable and mailable checks to include the number of blank checks on hand; new stock received; check stock used, check stock destroyed or not usable and remaining blank check stock on hand.
 3. Local District SCU Supply – Provide, upon request from OTDA, a supply of pre-printed blank non-sealable check stock containing specific local district information for their use in issuing manual checks. Delivery of those checks, by priority mail, must be made to an USPS depository within twenty-four (24) hours of receiving the request from the local district. Include these as issued items on Inventory Control log as noted in VII.D.2.
- E. Reprints – Occasionally one of the following situations may cause the need to reprint one or several checks:
1. check mutilated in processing;
 2. check information not aligned properly; or
 3. check number or information inconsistent with check register.
 4. If any of the above occurs, the Contractor must perform the tasks in VII.C.2. and mail those checks the same day.
- F. Check Issuance Files – The Contractor must, on a daily basis:
1. Forward the fifty-nine (59) check issuance files to the Banking Services Contractor;
 2. Detect duplicative or lost files; and
 3. Confirm file was received by Bank and verify transmitted counts and values.
 4. These tasks must be completed by 2:00 PM, ET, each day (Monday through Friday).
- G. Direct Deposit/Debit Card/EFT Files – The Contractor must daily forward the fifty-eight (58) SCU and the Non-IV-D Services Unit direct deposit/debit card/EFT files to the

Banking Services Contractor. The Contractor's process for this must include performing the following tasks:

1. Verify dollar values and entry counts;
 2. Detect item duplication or lost files;
 3. Void transactions requested by local districts or OTDA prior to transmitting data files to the Banking Services Contractor;
 4. Reconcile the total transactions to be transmitted by identifying beginning transaction inventory number, number of transactions, total dollar amount of transactions to be transmitted, number of voided transactions, total dollar amount of voids and the ending transaction inventory number;
 5. Transmit file to bank;
 6. Confirm file was received by Bank and verify transmitted counts and values;
 7. Maintain an electronic daily log containing each district's direct deposit/debit card/EFT amounts and statewide totals, which must be forwarded to OTDA upon request; and
 8. Electronically notify local districts of transactions rejected by the Banking Services Contractor.
 9. The Contractor must hold the data files until 2:00 PM, ET each day to allow each local district SCU time to request any voiding of transactions. The Contractor must void transaction on the same day as requested. The Contractor must forward the fifty-eight (58) local district and the Non-IV-D Services Unit direct deposit/debit card/EFT files to the Banking Services Contractor by 3:00 PM, ET, the same day as received.
- H. Rejected/Changed Electronic Transactions – The Contractor must notify the respective local district or OTDA of any rejected or changed transactions returned by the Banking Services Contractor. The Contractor must provide the transaction information in an electronic format the same day as received from the Banking Services Contractor.
- I. Controls and Records – The Contractor is responsible for maintaining sufficient controls and records, which conform to GAAP. The controls and records must be maintained in all aspects of disbursements and must include but are not limited to the following:
1. Maintenance of accurate audit trails;
 2. Separation of functions ensuring that the individual handling check files is different from the individual printing the checks;
 3. System of checks and balances;
 4. Establishing controls and records designed to protect against error and fraud as defined by the guidelines established by New York State, OTDA requirements, and applicable industry standards;
 5. Conducting internal audits to ensure accountability of funds; and
 6. Maintaining sufficient controls to ensure that every disbursement is fully processed and accounted for.
- J. Daily Log – For all disbursement types, the Contractor must maintain a daily log that includes:

1. The date paper checks were printed;
 2. The date electronic payments were generated;
 3. The child support system run date;
 4. The date paper checks were mailed for each local district SCU; and
 5. The date electronic payment files were sent to the Banking Services Contractor.
 6. In addition to VII.J.1. through VII.J.5. above, the daily log must also contain, for each local district:
 - a. the number of paper checks printed and electronic payments generated;
 - b. the number of paper checks outsourced as SCU checks;
 - c. the number of paper checks purged (destroyed or mutilated);
 - d. the number of paper checks and electronic payments pulled and voided at the local district request;
 - e. the number of paper checks and electronic payments actually sent; and
 - f. the total dollar amount for each of the items in a. through d., above.
 7. A copy of this log must be provided to OTDA upon request.
- K. Security – In addition to the security requirements set out in Appendix B-1, the Contractor must maintain secure operations by:
1. Limiting access to disbursement processing operations to only authorized staff as well as taking into consideration the required separation of functions as noted in VII.I above;
 2. Maintaining camera surveillance of entire disbursement processing operation to include recording activities;
 3. Providing secured facility and limit access to disbursements not processed each day;
 4. Maintaining a security checklist where designated supervisory personnel perform a thorough security review immediately after disbursement processing operations are completed each day; and
 5. Prohibiting staff from bringing personal items including but not limited to cell phones, video and recording equipment into disbursement processing area. The Contractor must provide adequate signage throughout the facility as reminders.
 6. Secure physical access controls: The disbursement unit must have secure physical access controls in place to prevent unauthorized individuals from accessing sensitive information. This includes the use of security access cards or badges, locked doors and secure areas, and proper surveillance measures.
 7. Strong authentication methods: The disbursement unit should use strong authentication methods for employees and contractors who access sensitive taxpayer information. This includes using multi-factor authentication and regularly updating access credentials to minimize the risk of unauthorized access or compromise.
 8. Data protection in transit and storage: The disbursement unit should ensure that sensitive taxpayer information is protected while in transit or storage. This includes

using encryption techniques and secure communication channels for transmitting data and maintaining proper storage practices to prevent unauthorized access or data leakage.

9. Regular security reviews and audits: The disbursement unit should perform regular reviews and audits of its security measures to ensure they remain effective in protecting sensitive taxpayer information. This includes conducting internal and external audits, vulnerability assessments, and updating security policies and procedures.
10. Compliance with state and federal guidelines: Alongside the Pub-1075 guidelines, disbursement units must also comply with any relevant state and federal regulations for data protection and security. This could include state-specific child support enforcement requirements or other relevant statutes.
11. Employee awareness and training: Employees and contractors should be aware of the importance of maintaining proper security measures and should undergo regular training to keep up to date with best practices for protecting taxpayer information.
12. Disbursement units handling sensitive taxpayer and department information must adhere to disclosure policies outlined in the IRS publication 1075. These policies dictate specific security measures and requirements regarding the protection of this information, ensuring that any disclosure is in compliance with relevant regulations.

VIII. Notices

The notice functions primarily entail printing and mailing of daily, weekly, monthly, quarterly, and annual notices in the required OTDA formats. OTDA is in the process of developing the generation and delivery of additional notices via an electronic means (e.g., flat file data or .pdf formatting). Notice processing also includes the development of new notices or revisions to existing notices as required by OTDA. OTDA, on behalf of itself or the fifty-eight (58) local districts, currently produces approximately one hundred twenty-five (125) different notices which the Contractor must continue to produce and mail. Exhibit 4 contains a listing of those notices, the frequency of printing, and the file medium. Exhibit 5 contains a sample of each notice, and the data file format for each notice can be found in Exhibit 2.

A. Notice Data Files – The Contractor must perform the following tasks:

1. Receive data files from OTDA for use in printing notices. Data files per notice may be grouped as follows:
 - a. Five (5) separate data files from OTDA which groups together records as follows:
 - File #1: Albany County through Erie County
 - File #2: Essex County through Nassau County
 - File #3: Niagara County through Saratoga County
 - File #4: Schenectady County through Yates County and Non-IV-D Services
 - File #5: New York City
 - b. Two (2) separate data files, one comprised of records for all local districts other than New York City and Non-IV-D Services, and the other comprised of records for New York City.

- c. One (1) data file comprised of records for all local districts.
 2. Identify the Production Cycle, with the following printing and mailing timeframes for each:
 - a. Daily Notices – on the same day the data files are received from OTDA.
 - b. Weekly Notices – within two (2) business days of the receipt of the data files from OTDA.
 - c. Monthly and Quarterly Notices – within five (5) business days of the receipt of the data files from OTDA.
 - d. Annual Notices – staggered mailing dates approved by OTDA, not to exceed ten (10) business days of the receipt of the data files from OTDA, unless otherwise approved.
 3. Verify that the data on each file is readable, contains at least one record for each local district, is not a duplicate of a previous file and is of a reasonable size. Notify OTDA immediately if any one of these conditions is not met.
- B. Paper Notices – Paper notices may present generic information only, generic information with variable data and/or its translated value, plus standardized inserts. Notices may be a single page and/or multiple pages with various sets of documents to be generated per notice. Wherever possible, double-sided printing is required to minimize the number of pieces of paper to be mailed.
1. Printing Notices – the Contractor must:
 - a. Utilize a process that ensure the most cost-effective mailing method.
 - b. Suppress data records as identified by OTDA by name, identification number (e.g., Employer Identification Number, Social Security number, New York Case Identifier) and/or indicator value provided by OTDA.
 - c. Identify proper document mask provided by OTDA.
 - d. Print notice by inserting data and/or its translated value from data files onto masks at designated areas identified by OTDA.
 - e. Verify alignment of data and quality.
 - f. Complete a notice production log with documentation as required by OTDA and sufficient to support expenditure reporting requirements.
 - g. Use 1D or OMR barcodes to determine the start and/or end of a notice.
 - h. Produce notices that are duplex printed on 8.5” x 11” paper in black ink, ranging from 1 to 20 or more sheets, includes print on one side and two-sided; Trifold (3 2/3” x 8.5”); 20lb paper stock, white finish with highest percentage of recycled content possible.
 - i. Print notices using paper and ink that complies with the printing requirements detailed in Executive Order No. 4, “Establishing A State Green Procurement and Agency Sustainability Program,” to the maximum extent practicable. Information on this Executive Order can be found here: <https://ogs.ny.gov/greenyny/executive-order-4>.
 2. Mailing – The Contractor must:

- a. Insert each notice into a double window envelope and must ensure that the return address is clearly displayed so that undeliverable notices are returned to the correct address.
 - b. Include any insert requested by OTDA. Use the following ancillary service endorsements:
 - i. Noncustodial Parent Mailing-Address Service Requested.
 - ii. Custodial Parent- Address Service Requested.
 - iii. Income Provider-Return Service Requested.
 - iv. Financial Institutions-Return Service Requested.
 - v. County Courts, local district Support Collection Units, and USPS Facilities-Return Service Requested.
 - c. Affix bar coded address information in accordance with USPS specifications.
 - d. Deliver to USPS General Mail Facility, Albany, NY.
 - e. Adhere to the timeframes set forth in the Production Cycle while ensuring that the performance standards are met.
 - f. OTDA recognizes that the Contractor may need to work nights and on Saturdays and Sundays to meet certain mailing deadlines.
 - g. The Contractor must maintain a log that details, at a minimum, the date data files were received, the date notices were printed, the number of items printed and mailed each production cycle, and the date they were mailed.
3. Inventory – The Contractor must maintain on-hand at least a three (3) month supply of blank notice stock, envelopes and printing supplies sufficient to meet the production volumes for all notices to be printed and mailed during that timeframe.
4. Quality Assurance – The Contractor must perform a review of the printed notices to ensure accuracy of notices produced.
- a. Prior to notices insertion into envelopes, the following must be reviewed and verified:
 - i. Proper mask identification
 - ii. Correct data file
 - iii. Correct suppression
 - iv. Accuracy of information
 - v. Alignment of data
 - vi. Print quality
 - b. During notice insertion:
 - i. The Contractor must have sufficient internal quality assurance procedures in place to ensure proper notice insertion.
 - ii. For instances where a mail insert machine cannot be used, the Contractor must have a process to manually insert notices with the same quality as if it was performed by an insert machine.

- c. Following notice insertion and before mailing, the following must be reviewed and verified:
 - i. Correct envelope and mail service
 - ii. Correct insert(s)
 - iii. Alignment of addresses within envelope windows
 - iv. Proper envelope sealing
 - d. The Contractor must conduct periodic and documented testing of a representative sample of documents to determine the final product's quality and move immediately to adjust or repair equipment as needed. Bidders must include their intended process for this, including frequency and sample size, as part of their proposal.
 - e. Re-Prints - The Contractor must have the capability to reprint notices. The re-printing can be an entire file, a subset, or an individual notice. Re-prints of notices must be reported to OTDA, and must be produced as the result of the following actions:
 - i. Notice mutilated in processing
 - ii. Notice quality below standard
 - iii. Request of OTDA
 - iv. Request of a local district
 - f. Re-prints resulting from Contractor error (VIII.B.4.e.i, and VIII.B.4.e.ii, above) must be covered at the Contractor's expense. Re-prints resulting from OTDA and local district request (VIII.B.4.e.iii, and VIII.B.4.e.iv, above) will be a pass-through cost.
- C. Electronic Notices – Electronic Notices may be in formats such as .pdf, .tif, or an extraction of records from the paper notice file(s) transferred to another data file and transferred to OTDA.
- 1. Contractor Tasks – the Contractor must:
 - a. Receive data files as described in VIII.A.1, above.
 - b. Combine files #1 through #5 (see VIII.A.1.a).
 - c. Identify records to be included in a file for electronic notices. The records may be all, or a group thereof as identified by OTDA by name, identification number (e.g., Employer Identification Number, Social Security number, New York Case Identifier) and/or indicator value provided by OTDA.
 - d. Generate and transmit electronic notices to a location provided by OTDA in adherence to the timeframes set forth in the Production Cycle while ensuring that the performance standards are met.
 - e. Maintain a log that details, at a minimum, the date data files were received, the date electronic notices were generated, the number of data records generated and transmitted each production cycle, and the date they were transmitted.
- D. Production
- 1. New and Revised Notices:

- a. When new notices or notice revisions are necessary, OTDA will submit a request to the Contractor, along with the appropriate notice mask, and a test data file (if necessary). The Contractor must generate a draft of each notice within four (4) business days from receipt of this request.
 - b. The Contractor must meet OTDA's start date for actual notice generation unless OTDA agrees to modify that date. OTDA agrees to limit the number of new or revised notices requested to be developed to seven or less in any given business week (Monday through Friday).
2. Existing Notices:
- a. The Contractor must retrieve notice data files from OTDA TCP/IP SFTP directory on the same day that the files are sent to the Contractor.
 - b. The Contractor must adhere to the timeframes set forth in the Production Cycle while ensuring that the performance standards are met.
- E. Quality Control Review –
- The Contractor must review the actual printing or transmission of documents to ensure that a quality notice is produced throughout the production cycle, and to confirm:
1. The accuracy of the information inserted into the appropriate fields of notice masks;
 2. The completeness, quality, and accuracy of the production of each notice, including inserting the required notice into the appropriate envelope for paper notices; and
 3. Mailing or transmitting to the intended recipient in the required timeframes.
- F. Controls and Records – The Contractor must maintain sufficient controls to ensure that every notice is fully processed. This process is inclusive of the receipt and transmission, production, and reproduction, and mailing within the Production Cycle timeframes from receipt of the original file, Monday through Friday.
- G. Security – In addition to the security requirements set out in Appendix B-1, the Contractor must limit access to production area.
- H. Suppression – The Contractor must maintain suppression records by most current data file, name, identification number (e.g., Employer Identification Number, Social Security number, child support account number) and/or indicator value provided by OTDA. These suppression records must automatically be updated by the Contractor. The suppression records must be used in accordance with VIII.B.1.b.
- I. Programming Support – The Contractor is responsible for programming support to ensure that the notices meet the required performance standards.
- J. Errors – The Contractor has committed a notice production error when the Contractor has failed to meet the processing standards for generating and mailing notices, and transmitting electronic notice files, within the notice production tasks and performance standards identified herein, and in Appendix O.
1. Cost of Correcting Errors –
 - a. The Contractor shall take all steps necessary to correct any notice production error as set out in an approved corrective action plan under Appendix O at no cost to OTDA, including but not limited to:

- i. Reissuing corrected notices;
- ii. Mailing explanatory notices or materials;
- iii. These remedies shall not preclude imposition of any other remedies in this RFP.

K. OTDA Responsibilities

1. OTDA will provide the Contractor with:

- a. Data files referenced in VIII.A.1.
- b. Generic mask to be used for each notice.
- c. For new notices or revisions to existing notices, a written request will include the following:
 - i. Draft of notice to be developed/ revised
 - ii. Data file layout, if necessary
 - iii. Location of data element insertion in notice, if any
 - iv. Translation of data, if any
 - v. Draft of inserts to be pre-printed and included
 - vi. Production frequency
 - vii. Paper or electronic notice designation
 - viii. Timeline for initial or revised production
 - ix. Identification of paper and envelope type (e.g., colored, double window)
 - x. USPS mail service type (paper notices)
 - xi. Test data file, if necessary
 - xii. Request for test documents
 - xiii. Approval signoff

IX. **New Hire Notification Processing**

The Contractor's New Hire functions must entail on a daily basis, receipt of mail, verifying USPS sorting, receipt of electronic media including computer tapes, receipt of New Hire Notifications by facsimile, receipt of New Hire Notifications submitted over the internet, returning misdirected mail, mail sorting, verifying presence of critical data, capturing and verifying data, creation and transmission of an electronic New Hire Notification file to OTDA and DTF, identifying duplicate data, returning incomplete or illegible Notifications to employers, contacting employers to provide or obtain information, and all other ancillary functions required to maintain security and control over the entire process. The New Hire Notification information transmitted to OTDA and the DTF must be in a format that is compatible with OTDA's and the DTF's systems specifications and facilitate the automatic updating of records. The Contractor responsibilities associated with completing the required New Hire Notification processing functions are outlined herein.

A. Mail Receipt, Opening, and Sorting – the Contractor must perform the following tasks:

- 1. Post Office Box – Make the required payments for and utilize the post office box established for the "New Hire Notification Process" at the USPS Facility on Old

Karner Road in Albany, New York. The post office box must be dedicated solely to New Hire Notification mail, and no commingling of any other mail is allowed. At the conclusion of the Contract, the Contractor must turn over responsibility for the post office box to OTDA.

2. Mail Receipt – The Contractor must, each day, retrieve all the mail placed in the New Hire Notification post office box at the USPS Facility using a secured courier. The Contractor must ensure that all New Hire Notification mail is obtained from the USPS Facility each day, Monday through Saturday (exclusive of USPS holidays). It is the Contractor's responsibility to coordinate mail pick-up with the USPS staff at the USPS Facility on Old Karner Road in Albany, New York.

The Contractor must ensure that all mail received at the New York State Processing Center is verified as pertaining to the New Hire Notification process. The Contractor must outsort any envelopes not addressed to the DTF, New Hire Notification Process and either directed to one of the other centralized operations as appropriate or returned, unopened, to the USPS Facility on the same day as received.

3. Mail Opening – The Contractor must open all New Hire Reporting mail on the same day it is placed in the specially designated New Hire Notification post office box located at the USPS Facility, Old Karner Road, Albany, New York. Whether the mail is opened by machine or by hand, care must be taken to prevent mutilation of the envelopes and their contents. The Contractor must open each envelope, remove all contents, keep envelope and contents together, image the envelope and its contents, and verify that all contents have been removed.
4. Envelope Review – The Contractor must, each day, employ a manual and/or machine process for reviewing every envelope received in the mail to ensure that the entire contents of the envelope have been removed for all envelopes received that day.
5. Sorting – The Contractor must sort the mail as follows:
 - a. Copies of IT-2104 Employee's Withholding Allowance Certificate
 - b. Copies of W-4 Employer's Withholding Allowance Certificate
 - c. Individual written Notifications
 - d. Handwritten or computer-generated listings of Notifications
 - e. Electronic media containing Notifications
 - f. New Hire Notification correspondence
 - g. Other correspondence
6. Batching – The Contractor must group New Hire Notifications to form batches and each batch must have a batch header affixed which records, at a minimum, the date the New Hire Notifications in the batch were received in the mail at the New Hire Notification post office box. The Contractor is responsible for determining the size of the batches.
7. Correspondence – The Contractor must sort correspondence from the New Hire Notifications and forward it to the DTF within twenty-four (24) hours of its receipt.
8. Facsimile Machines – The Contractor must maintain a sufficient number of facsimile machines to ensure receipt of New Hire Notification twenty-four (24) hours

a day, seven (7) days a week except for normal downtime for equipment maintenance.

9. Internet Submissions – The Contractor must develop and maintain a process to retrieve employer New Hire submissions from the New York New Hire Website each day and complete data capture requirements noted in IX.B.2.
10. Computer Tapes – The Contractor must process New Hire Notifications received from income providers that provide this information on computer tapes.
11. Required Data Review – The Contractor must review each New Hire Notification received via mail, internet, computer tape, or facsimile and outsource any New Hire Notifications that do not contain legible and complete information regarding the following:
 - a. Employer Name
 - b. Employer Street and City Address
 - c. Employer State and Zip Code
 - d. Employer Identification Number
 - e. Employee Last Name
 - f. Employee Social Security number

B. New Hire Notification Processing

1. Data Required – The Contractor must, on a daily basis:
 - a. Data Enter New Hire Notification required information in IX.B.3. and the required additional information as noted in IX.A.11. for New Hire Notification received in the mail other than in electronic format, and New Hire Notifications received via facsimile.
 - b. Extract New Hire Notification information provided via the New York New Hire Website or on electronic media, for both required data elements as noted in IX.B.3. and the required additional data elements as noted in IX.A.11.
2. Data Capture Requirements – The Contractor must capture the following data from all New Hire reporting sources:
 - a. Respondent Social Security number
 - b. Respondent Name
 - c. Respondent Street and City Address
 - d. Respondent State and Zip Code
 - e. Employer Identification Number
 - f. Employer Name
 - g. Employer Street and City Address
 - h. Employer State and Zip Code
 - i. Date of W-4
 - j. Health Benefit Indicator
 - k. Health Benefit Eligibility Date

- l. Information must also be gathered by the Contractor to support the various reporting requirements of this RFP.
 - m. The Contractor is responsible for quality assurance measures to ensure meeting the required milestones, deliverables, and performance standards outlined in Appendix O.
 - n. The Contractor must, at a minimum, capture the data as required in IX.B.2, and must verify the total New Hire Notifications captured to the total provided by the employer with the submission.
3. Data Verification – The Contractor must, in those instances where New Hire Notification information must be manually captured, implement process and data integrity mechanisms to validate data entered into the system for:
- a. Employer Identification Number
 - b. Employee Last Name
 - c. Employee Social Security number

The Contractor must immediately correct any errors detected and must eliminate all duplicate reporting of New Hire Notifications.

4. Edits – The Contractor must ensure that the data edits required by IX.A.11. and IX.B.3. are performed for every New Hire Notification manually data entered as noted in IX.B.1.a.
5. Creation of Data Files – The Contractor must:
- a. Create two data files, one for transmission to OTDA and the other for transmission to the DTF, in the format as noted in Exhibit 2 of the RFP which contains the information data entered, received via the New York New Hire Website, or extracted from electronic media.
 - b. Create a separate data file with header records which will identify New Hire information.
 - c. Record at the end of the data file, a summary of the total number of records of New Hire Notification information to be transmitted that day.
 - d. Duplicate information received within the past six months is to be eliminated from the files prior to transmission to OTDA and DTF.
6. Transmitting Data Files to OTDA and DTF – The Contractor must transmit separate data files via TCP/IP SFTP to OTDA and the DTF by 12:00 PM, ET, each day and include data for all New Hire Notifications received by the Contractor by 12:00 PM, ET, the previous business day. The Contractor must:
- a. Upon request from OTDA or DTF, electronically re-transmit the New Hire Notification data file previously provided on any one of the last fifteen (15) business days prior to the day of the request.
 - b. Verify OTDA's receipt of the New Hire file by accessing child support system and performing STRUNS job monitoring verification in accordance with OTDA requirements and maintaining an electronic copy of each STRUNS and daily verification.
 - c. Complete a New Hire file transmission log in accordance with IX.B.8.

- d. Create and provide an electronic copy of each day's consolidated New Hire Notification Detail Report to OTDA.
 7. Unprocessed New Hire Notifications – The Contractor must immediately notify OTDA, upon receipt of the daily mail, facsimile, and/or electronic media New Hire Notifications, of any instances where New Hire Notifications were not processed as described herein.
 8. Logs and Reports – The Contractor must, at a minimum, maintain the following logs and reports in a format as required by OTDA:
 - a. a log of daily volumes received which report items processed, unprocessed or returned, duplications, and identify the volumes by source (e.g., website, facsimile, etc.);
 - b. a log of daily data file transmissions to OTDA and DTF;
 - c. a daily log of returned New Hire Notifications;
 - d. a monthly report of volumes received which were either processed, unprocessed, duplications or returned; and
 - e. a monthly log of daily processing problems, downtime, etc.
 9. Returning Incomplete or Illegible New Hire Notifications – The Contractor must outsort and return to the respective employer by delivery to the USPS Facility, within twenty-four (24) hours of their receipt, excluding Sundays and USPS holidays, all New Hire Notifications which have been found to contain illegible or incomplete information regarding the data elements noted in IX.A.11 of this Appendix. The Contractor must include a letter with the returned New Hire Notifications which states the reason(s) for returning the New Hire Notification and which also specifies the New Hire Notification required and the timeframe by which the New Hire Notification must be re-submitted by the employer. The Contractor must develop the format and wording of the letter to be sent to the employer and the Contractor must obtain prior OTDA approval before implementation. The Contractor must retain a copy of all returned New Hire Notifications along with a copy of the letters stating the reason(s) for return.
 10. Documentation Requests – The Contractor must, within two (2) business days of receiving a request from OTDA, electronically provide all source documentation received from employers to enable OTDA to verify information previously transmitted to OTDA and/or DTF.
- C. Controls and Records – The Contractor must perform tasks by:
1. Maintaining sufficient controls to ensure every New Hire Notification is fully processed.
 2. Conducting internal audits to ensure accurate New Hire Notification is provided to OTDA and DTF.
- D. New Hire Source Types – The Contractor must maintain segregation of New Hire Notifications by source type (e.g., website, facsimile, etc.) to meet OTDA's general reporting requirements as noted in this IX.A.8.
- E. Quality Assurance – The Contractor must maintain a level of quality assurance that ensures that the performance standards in Appendix O are met.
- F. Security – The Contractor must secure the New Hire Notification operation by:

1. Maintaining segregation of New Hire Notification processing such that documents are not commingled with other processing operations or documents.
 2. Limiting access to New Hire Notification processing to only those authorized staff who have completed a "Tax Information Access and Non-Disclosure Agreement", as provided by OTDA.
 3. Maintaining camera surveillance of the entire New Hire Notification operations to include recording activities and maintain encrypted backups of all recordings for a period of thirty (30) calendar days.
 4. Providing secured facility and limited access to unprocessed New Hire Notifications on hand each day.
 5. Follow the physical security requirements as outlined in IRS Publication -1075 Section 2.0 and PE-1 through PE-16.
 6. Follow Personnel Security IRS Pub-1075 Section 4.14 and 4.15.
 7. Prohibiting staff from bringing personal items including but not limited to cell phones, video and recording equipment into the New Hire Notification processing area. The Contractor must provide adequate signage throughout the facility as reminders.
 8. Maintaining a security checklist whereby designated supervisory personnel perform a thorough security review immediately after New Hire Notification processing operations are completed each day.
- G. Employer Outreach – The Contractor is responsible for developing an employer outreach effort designed to:
1. Provide information to inquiries from employers regarding the formats for submitting New Hire Notification in an electronic medium; and
 2. Work with employers to coordinate resolution of incomplete or unreadable New Hire Notification which was submitted via electronic medium; and
 3. Provide OTDA with the telephone numbers of the outreach section.
- H. Employer Compliance – The Contractor must develop a process to identify employers who have not remitted new hire reports within the required reporting period.
1. The Contractor must provide notification to employers advising of the new hire reporting requirements.
 2. The Contractor must provide a second notice to employers who continue to fail to report new hires.
 3. The Contractor must provide to the DTF a report of employers who have not reported new hires. The report is to provide at a minimum the following data:
 - a. Date of activity;
 - b. Activity (first or second notice);
 - c. Employer Identification number;
 - d. Name of employer;
 - e. Address of employer;
 - f. Employer contact information; and

- g. Last new hire report.
- I. Error Rate – The Contractor has committed a Putative Father Registry notification processing error when the Contractor has failed to:
 - 1. Include one or more of the required data elements as noted in Exhibit 3
 - 2. Accurately capture information for one of the required data elements as noted in Exhibit 3
 - 3. Eliminate duplicate New Hire Notification records;
 - 4. Data capture New Hire Notification records within twenty-four (24) hours of receipt; or
 - 5. Correctly or timely return incomplete or illegible New Hire Notifications.
 - 6. The Contractor errors as defined above will be used as the basis for determining errors detected under the random sample detailed in Appendix O.
- J. OTDA Responsibilities – OTDA will provide the Contractor with:
 - 1. The address to which New Hire Notification correspondence should be forwarded to DTF.
 - 2. Listing of existing facsimile telephone or other contact numbers to be maintained by the Contractor.
 - 3. A copy of DTF's "Tax Information Access and Non-Disclosure Agreement" form for Contractor to issue to staff who handle New Hire Notifications.

X. Data Capture Services

The Data Capture services function herein are exclusive of those data capture requirements found in other Centralized Operations within this RFP (e.g., Payment Processing, New Hire processing, etc.).

There are thirteen (13) separate and distinct Data Capture processes which are: Cost of Living Adjustment (COLA) Requests, State Case Registry Notifications, Direct Deposit and Debit Card Requests, Quick Locate Requests, Requests for Personal Identification Numbers (PINs), Address Updates (Custodial Parent and Noncustodial Parent), Interstate Case Registry (ICR), Earned Income Credit, Medical Support Orders, Multiple Document Data Capture (Wage and Health Benefits Report, Notice to Withhold Income, and Employer Compliance Notice), Bankruptcy Notices, Non-IV-D Case and Account Building and Maintenance and Electronic Notice Response System. In addition, the Contractor must develop any new data capture processes as requested by OTDA.

Each Data Capture process may encompass the receipt of mail or electronic records, mail sorting, data capture, creation and transmission of an electronic data file or online data entry, storage of documents and all ancillary functions required to maintain security, and control over each respective process.

- A. For each Data Capture service category:
 - 1. Contractor tasks:
 - a. Post Office Box – Make the required payments for and utilize the post office boxes established for each specific Data Capture service and ensure that those post office boxes remain active throughout the Contract period. At the

conclusion of the Contract, the Contractor must turn over responsibility for the post office boxes to OTDA.

Note: Earned Income Credit submissions are received via electronic submissions from local districts for data capture. Thus, there is no post office box for this task. Instead, the Contractor must develop, implement, and maintain a process to receive Earned Income Credit submissions electronically.

- b. Receiving Mail – Retrieve the mail from each Data Capture post office box each morning Monday through Friday (exclusive of USPS holidays). The Contractor must use a secure courier when transporting the mail.
- c. Misdirect Envelopes – Review all mail immediately after it arrives to ensure that mail not addressed to one of the Data Capture services post office boxes, as noted in X.A.1.a, is out sorted and either directed to one of the other centralized operations where appropriate or returned to the USPS Facility on the same day received.
- d. Opening Mail – The Contractor must open all Data Capture mail on the same day it is placed in the post office boxes as noted in X.A.1.b, ensuring that the envelope and contents are kept together.
- e. Envelope Review – Employ a manual and/or a machine process for reviewing every envelope received in the mail to ensure that at least 99.999% of the time the entire contents of the envelope have been removed for all envelopes received that day.
- f. Correspondence – Correspondence accompanying Data Capture documentation, for which no data capture is performed, must be made available to the respective local district and OTDA electronically within twenty-four (24) hours of receipt.
- g. Forwarding Returned Documents – Those items returned with a forwarding address must be inserted in a new envelope with the new address affixed and must be mailed within twenty-four (24) hours from their receipt by delivering them to a USPS Facility.
- h. Staffing – Train and maintain sufficient staff to complete each Data Capture task to meet the requirements of this RFP.
- i. Scanning and Tracking – the Contractor must scan all Data Capture documentation and accompanying correspondence and envelopes received – except for misdirected mail – and record a legible audit trail acceptable to OTDA on the front or back of each page as long as it does not overlay any identification information. The audit trail must be recorded in such a way that it remains legible if later reproduced, photocopied, or imaged.
- j. Data Capture – Capture all data elements for every document as instructed in X.B. through X.F, below, and Exhibit 5.
- k. On-Line Data Entry – Update the child support system with all information received within three (3) business days, except for ICR, which must be data entered within six (6) business days of receiving the Data Capture documents from the USPS Facility.
- l. File Creation – Process and include all information captured on Wednesday through Tuesday of the previous week on the data file to be securely

transmitted to OTDA by noon each Wednesday except for noncustodial and custodial parent address update, direct deposit, and debit cards, which are daily requirements.

- m. Data File Transmission – Complete transmission of the data file to OTDA:
 - i. For weekly files: between 4:00 and 5:00 PM, ET, the following Wednesday, which contains information data entered the previous week Wednesday through Tuesday.
 - ii. For daily files: between 10:00 and 11:00 AM, ET, or 4:00 and 5:00 PM, ET, depending on the file type.
 - iii. New Data Capture services: as identified in X.G, may have different capture and transmission times at the sole option of OTDA (e.g., daily, weekly, etc.).
- n. Documentation Requests – The Contractor must make images of all Data Capture documentation available electronically to the local districts and OTDA, including readable copies mirroring the front and back of each document, within twenty-four (24) hours of receipt.
- o. Record Retention –
 - i. The Contractor must retain all source documentation received for data entering and file creation for Data Capture services for a period of time detailed in XIV.E.1.d.
 - ii. The Contractor must, within twenty-four (24) hours of receiving a request from OTDA, electronically provide all source documentation received and captured during the Contract Term, which will enable OTDA to verify information previously transmitted to OTDA.
 - iii. The Contractor must retain copies of the following:
 - (1) The last four (4) weekly data files that were previously required to be provided to OTDA. The Contractor must, at the request of OTDA and within the timeframe specified by OTDA, securely electronically transmit to OTDA any or all of those four (4) data files.
 - (2) The last thirty (30) daily data files that were previously required to be provided to OTDA. The Contractor must, at the request of OTDA and within the timeframe specified by OTDA, securely electronically transmit to OTDA any or all of those thirty (30) data files.
- p. Logs and Reports – The Contractor must, at a minimum, maintain the following logs and reports in a format as required by OTDA:
 - i. A log of daily volumes with weekly summaries of the documentation received and processed by the various categories noted in X.B. through X.F.
 - ii. A daily report of document processing, by Data Capture category, demonstrating the status of all documentation.
 - iii. A daily log of all file transmissions to OTDA noting success and failure.

B. Cost of Living Adjustment Requests (COLA)

- 1. Contractor tasks:

- a. Receive, review, outsort, and open mail as described in X.A.1.a through X.A.1.e.
- b. Sort the opened and extracted mail as follows:
 - i. Child support payments received in COLA return envelopes
 - ii. Returned mailings as undeliverable
 - iii. Valid request mailers
 - iv. Valid request mailers with supporting documentation
 - v. Valid request mailers without supporting documentation
 - vi. Invalid request mailers
 - vii. Invalid request mailers with supporting documentation
 - viii. Invalid request mailers without supporting documentation
 - ix. Correspondence
- c. Child support payments must be immediately forwarded to a payment processing supervisor the same day as received.
- d. Sort valid returned mailers, including those with correspondence, by local district, and then, within each local district, sort by custodial parent request versus noncustodial parent request.
- e. Copy valid request supporting documentation, including the returned mailer and envelope, front and back, and then forward to the local district electronically the same day as received.
- f. Within custodial parent or noncustodial parent COLA request groupings, sort by those returned mailers with:
 - i. Checkbox on form marked, and signature present
 - ii. Checkbox on form not marked, and signature present
 - iii. Checkbox on form not marked, and no signature
- g. For those with the checkbox on form not marked and no signature, attach coupon to supporting documentation indicating incomplete, and forward to local district electronically the same day as received.
- h. The Contractor must capture the following data from returned mailers that have been signed with or without the box checked
 - COUNTY-CODE
 - CASE-IDENTIFIER
 - COLA-REQUEST-INDICATOR
- i. Process "Undeliverable" COLA Notices as follows:
 - i. For custodial parent or noncustodial parent notices with a new address:
 - (1) Scan the returned envelope with the new address, and the first page of each notice because it contains case identifying information.
 - (2) Place original contents in a new envelope addressed to the new address and mail the new envelopes.

- (3) Maintain the scan of the returned envelope with the new address, along with the scan of the first page of each notice, for the duration identified in XIV.E.2.
- ii. For custodial parent notices with a new address, complete the following:
 - (1) Capture data from scans created in X.B.1.i.i.(1), above, to include at a minimum, the following data elements:
 - LOCAL-DIST-CODE
 - CASE-IDENTIFIER
 - C/O-ADDR
 - CLI-MAIL-STREET-ADDR
 - CLI-MAIL-CITY-ADDR
 - CLI-MAIL-STATE-ADDR
 - CLI-MAIL-ZIP-ADDR
- iii. For noncustodial parent notices with a new address, complete the following:
 - (1) Capture data from copies created in X.B.1.i.i.(1), above, to include at a minimum, the following data elements:
 - COUNTY CODE
 - CASE-IDENTIFIER
 - RESP-RETURN-MAIL-IND
 - RESPADR-CO-NAME
 - RESPADR-STREET-ADDR
 - RESPADR-CITY-ADDR
 - RESPADR-STATE-ADDR
 - RESPADR-ZIP-ADDR
- iv. For custodial parent notices without a new address:
 - (1) Identify as Custodial Parent Returned No New Address for the applicable County.
 - (2) No data needs to be captured for these documents.
- v. For noncustodial parent notices without a new address:
 - (1) Capture data from the original documents to include at a minimum, the following data elements:
 - COUNTY-CODE
 - CASE-IDENTIFIER
 - RESP-RET-MAIL-IND
- j. For those with an undeliverable mailing address, update the child support system to reflect the undeliverable address and retain a copy of the USPS

notification along with supporting documentation for sixty (60) days at which point they must be confidentially destroyed.

- k. Create an electronic file in the format required by OTDA from the data captured in X.B.1.i, X.B.1.i.ii, and X.B.1.i.iii. Each record must contain the following data elements:

- COUNTY-CODE
- CASE-IDENTIFIER
- COLA-REQUEST-IND
- RESP-RET-MAIL-IND
- RESPADR-C/O-NAME
- RESPADR-STREET-ADDR
- RESPADR-CITY-ADDR
- RESPADR-STATE-ADDR
- RESPADR-ZIP-ADDR

- l. Securely transmit data file to OTDA in the required format.
- m. Retain remaining returned mailers for sixty (60) days and then destroy the documents in a secure and protected manner.

C. State Case Registry Notifications

1. Contractor tasks:

- a. Receive, review, outsort, and open mail as described in X.A.1.a through X.A.1.e.
- b. Sort the opened and extracted mail as follows:
 - i. State case registry data entry forms, Substitute State Case Registry forms, Court Orders of Support and Modification.
 - ii. Copies of valid Non-IV-D Orders of Support/Modification, Copies of Court Orders of Support and Modification, State Case Registry Filing forms, or substitute State Case Registry forms providing at minimum the required data set forth in X.C.1.d, below.
 - iii. Copies of invalid Non-IV-D Orders of Support/Modification, Copies of Court Orders of Support and Modification, State Case Registry Filing forms, or substitute State Case Registry forms providing at minimum the required data set forth in X.C.1.d., below.
- c. Correspondence – Capture data from valid forms, Orders of Support and/or Modification, except those that meet one or more of the following conditions:
 - i. Contains a child support case identifier.
 - ii. Does not contain a Social Security number for payee/petitioner/plaintiff or payor/respondent/defendant.
 - iii. Contains copies of Court Orders made payable through a Support Collection Unit.

- iv. Contains copies of Court Orders terminating or vacating an Order of Support.
 - v. Contains copies of Court Orders of Disposition (Violation of Support) Order.
 - vi. Does not contain at least one child.
- d. The following data must be captured when provided:

| | | |
|------------------|------------|-------------------------------------------------------|
| COURT-LOC | PIC 9 (2) | |
| COURT-NAME | PIC X (28) | |
| RESP-FIRST-NAME | PIC X (16) | |
| RESP-MIDDLE-NAME | PIC X (16) | |
| RESP-LAST-NAME | PIC X (30) | |
| RESP-SSN | PIC 9 (9) | Must be 9 numeric, or noted "None" or "Not on record" |
| RESP-DOB – CC | PIC 9 (2) | Must be provided, or noted "None" or "Not on Record" |
| RESP-DOB – YY | PIC 9 (2) | Must be provided, or noted "None" or "Not on Record" |
| RESP-DOB – MM | PIC 9 (2) | Must be provided, or noted "None" or "Not on Record" |
| RESP-DOB – DD | PIC 9 (2) | Must be provided, or noted "None" or "Not on Record" |
| PET-FIRST-NAME | PIC X (16) | |
| PET-MIDDLE-NAME | PIC X (16) | |
| PET-LAST-NAME | PIC X (30) | |
| PET-SSN | PIC 9 (9) | Must be 9 numeric, or noted "None" or "Not on Record" |
| PET-DOB – CC | PIC 9 (2) | Must be provided, or noted "None" or "Not on Record" |
| PET-DOB – YY | PIC 9 (2) | Must be provided, or noted "None" or "Not on Record" |
| PET-DOB – MM | PIC 9 (2) | Must be provided, or noted "None" or "Not on Record" |
| PET-DOB – DD | PIC 9 (2) | Must be provided, or noted "None" or "Not on Record" |

| | | |
|-------------------|------------|--------------------------------------------------------------------------------|
| CRT-DCKT # | PIC X (12) | NO SPECIAL CHARACTERS |
| FAM-VIOL-IND | PIC X | Y FOR YES N OR BLANK FOR NO |
| CHILD-FIRST-NAME | PIC X (16) | UP TO 8 TIMES |
| CHILD-MIDDLE-NAME | PIC X (16) | UP TO 8 TIMES |
| CHILD-LAST-NAME | PIC X (30) | UP TO 8 TIMES If blank, and RSP and PET last name is the same, enter last name |
| CHILD-SSN | PIC 9 (9) | UP TO 8 TIMES Must be provided, or noted "None" or "Not on Record" |
| CHILD-DOB-CC | PIC 9 (2) | UP TO 8 TIMES Must be provided, or noted "None" or "Not on Record" |
| CHILD-DOB-YY | PIC 9 (2) | UP TO 8 TIMES Must be provided, or noted "None" or "Not on Record" |
| CHILD-DOB-MM | PIC 9 (2) | UP TO 8 TIMES Must be provided, or noted "None" or "Not on Record" |
| CHILD-DOB-DD | PIC 9 (2) | UP TO 8 TIMES Must be provided, or noted "None" or "Not on Record" |
| ORD-EXPIRE-DATE | PIC 9 (8) | PIC 9 (8) CCYYMMDD If blank, default to youngest child's 21st birthday |

- i. Note: Record length will always be the same number of characters, whether there is one (1) or eight (8) children. The remaining child data elements must be filled with spaces to complete the required record length.
- ii. The Respondent, Petitioner, and Children Names must be presented as separate data elements for First Name, Middle Initial, and Last Name.
- iii. All data elements must have information formatted left aligned.

- e. Create an electronic file in the format required by OTDA from the data captured in X.C.1.d., above.
- f. Securely transmit data file to OTDA on a weekly basis.
- g. Provide copies of correspondence to OTDA.

D. Direct Deposit or Debit Card Requests – Custodial parent may request the direct deposit of their child support payments to their personal bank account, a change in bank account, or cancellation of direct deposit. A custodial parent may also request the issuance of a child support debit card or a hardship request. The Contractor will receive and process direct deposit and debit card requests.

1. Contractor Tasks:

- a. Receive, review, outsort, and open mail as described in X.A.1.a through X.A.1.e.
- b. Sort the opened and extracted mail for Direct Deposit or Debit Card as follows:
 - i. Returned undeliverable mail
 - ii. Completed requests
 - iii. Incomplete requests
 - iv. Correspondence
 - v. For requests that are incomplete and signed or complete and unsigned or incomplete and unsigned, the Contractor must mail them back to the custodial parent with a cover letter identifying the missing information.
 - vi. Validate that the data provided on each complete request is present and accurate. The following data must be validated:
 - CASE-IDENTIFIER
 - COUNTY-CODE
 - CUSTODIAL-PARENT-NAME
 - CUSTODIAL-PARENT-SSN
 - ABA-ROUTING-NUMBER
- c. Capture data from returned Direct Deposit requests (i.e., those that are completed, which includes being signed and dated by the custodial parent and a representative of their bank). The following data must, at a minimum, be captured:
 - COUNTY-CODE
 - CASE-IDENTIFIER
 - CUSTODIAL-PARENT-SSN
 - CUSTODIAL-PARENT-DOB
 - DIRECT-DEPOSIT-IND
 - ABA-ROUTING-NUMBER
 - BANKING-NUMBER
 - BANK-ACCOUNT-TYPE
 - CUSTODIAL-PARENT-NAME
- d. Create an electronic file in the format required by OTDA (see Exhibit 2) from the data captured in X.D.1.c. Securely transmit data files on a daily basis in the required format to the bank under contract with OTDA.
- e. Create an electronic file in the format required by OTDA (see Exhibit 2) from the data captured in X.D.1.c. Securely transmit data files on a daily basis to OTDA.
- f. Process "Undeliverable" mail as follows:
 - i. Sort mail between those with new addresses and those without new addresses.

- ii. For those with a new address:
 - (1) Retain a copy of the USPS notification of the new address along with supporting documentation of the returned mailing.
 - (2) Update the child support system to reflect the new mailing address for the custodial parent.
 - (3) For those with an undeliverable mailing address update the child support system to reflect the undeliverable address and retain a copy of the USPS notification along with supporting documentation for sixty (60) days and then confidentially destroy them.
 - (4) Retain a copy of correspondence and provide the original to the respective local district.
 - (5) Retain completed direct deposit requests for sixty (60) days and then confidentially destroy them.

E. Quick Locate Requests

1. Contractor tasks:

- a. Receive, review, out sort, and open mail as described in X.A.1.a through X.A.1.e.
- b. Sort documents as follows:
 - i. Locate Data Sheets
 - ii. Letters Containing Quick Locate Requests
 - iii. Miscellaneous Requests
- c. Capture data from all documents identified in X.E.1.b. The following data must, at a minimum, be captured:
 - NONCUSTODIAL PARENT NAME
 - FROM (Initiator) NAME
 - FROM (Initiator) NAME CONTINUATION
 - FROM (Initiator) STREET
 - FROM (Initiator) CITY
 - NAME (Initiator) STATE
 - FROM (Initiator) ZIP CODE
 - NONCUSTODIAL PARENT SOCIAL SECURITY NUMBER
 - NONCUSTODIAL PARENT DATE OF BIRTH
 - DATE
 - INITIATING CASE/DOCKET NUMBER
- d. Create an electronic file in the format required by OTDA from the data captured in X.E.1.c.
- e. Securely transmit data file to OTDA in the required format on a weekly basis.

F. Data Capture for Documents Detailed in OTDA Training Manuals –

1. OTDA will provide training manuals (referenced in Exhibit 5) for the following items:
 - a. Requests for Personal Identification Numbers (PINs) to setup online child support accounts;
 - b. Custodial Parent Address Updates;
 - c. Noncustodial Parent Address Updates;
 - d. Interstate Case Registry (ICR);
 - e. Earned Income Credit;
 - f. Medical Support Execution, including National Medical Support Notices;
 - g. Multiple Document Data Capture, including Wage and Health Benefit Reports, Notices to Withhold Income, Employer Compliance Notices, Support Withholding Reminders, and Website Data File;
 - h. Bankruptcy Notices; and
 - i. Non-IV-D Case and Account Building and Maintenance.
 2. The Contractor is to perform the following tasks for each of the items listed in X.F.1, above:
 - a. Receive, review, outsort, and open mail as described in X.A.1.a through X.A.1.e.
 - i. Note that Earned Income Credit is only provided electronically, so the Contractor must develop a system to receive them as detailed in X.A.1.a.i.
 - b. Complete the Data Capture tasks for each document type as instructed in the corresponding training manual referenced in Exhibit 5.
- G. Electronic Notice Response System – the Contractor is required to develop and implement a system which will allow employers to respond electronically to New York State Child Support notices they receive, regardless of whether those notices were sent electronically or by mail. This system must:
- a. Be accessible to employers:
 - i. In any internet browser;
 - ii. Twenty-four (24) hours a day, seven (7) days a week;
 - iii. Except for a maximum period of thirty (30) minutes needed for updating the system and an additional thirty (30) minutes of allowed downtime in any one (1) day at a low-volume period upon notice to OTDA.
 - b. Accept employers' responses to various notices, including but not limited to:
 - i. Income Withholding Orders
 - ii. Wage and Health Benefits Reports
 - iii. Medical Support Executions
 - c. Direct employers to the appropriate resources and websites for:
 - i. Information on Submitting Payments

- ii. Reporting New Hires
 - iii. Calculating Lump Sum and Income Withholding Amounts
 - iv. Registering to receive Income Withholding Orders electronically
 - d. Prevent employers from entering information in an improper format (i.e., user must not be able to enter alphabetical characters into a field that can only accept numerical values, such as Social Security number).
 - e. Ensure that the data is encrypted and remains protected, in transit and at rest, in accordance with Appendix B-1.
 - f. Process the required information from each form and include it on the data file along with data capture information as detailed in X.A.1.I.
 - g. Provide automatic confirmation to the employer of the receipt of their information.
- H. Other Data Entry Requests – The Contractor must perform similar tasks as those noted in X.B through X.F, for any additional data capture processes that arise. Specific tasks will be provided in writing to the Contractor by OTDA.
- I. Data Capture Documentation – The Contractor must create an electronic digital copy, at a minimum, of those documents identified by OTDA to be electronically retained. The electronic digital copy of Data Capture documents must be used to comply with documentation requests in X.A.1.n.
- J. Security – The Contractor must ensure that the information acquired about custodial and noncustodial parents and child support system records remains protected per all applicable sections of IRS Publication 1075.
- K. Performance – The Contractor’s performance under the above standards unless otherwise noted will be measured by a test check performed by OTDA staff.
- L. OTDA Responsibilities:
- 1. OTDA will provide the Contractor with the following:
 - a. Sign on and passwords for access to the child support system.
 - b. Initial training for accessing child support system records and performing update functions.
 - c. Local district addresses and contacts.
 - d. File formats for each required file to be securely transmitted to OTDA.
 - e. Notification of additional data capture processes as they arise.
 - f. Provide training manuals to support data capture tasks.
 - g. OTDA name and telephone number for the ICR contact person.
 - h. Local district family court addresses.
 - i. Form letter templates to support data capture tasks.

XI. Putative Father Registry Processing

The Contractor’s Putative Father Registry processing functions must entail completion of daily tasks (receipt of mail, mail opening and sorting, data capture) and weekly tasks

(creation and transmission of an electronic data file), and provision of all other ancillary functions required to maintain security and control over the entire process.

- A. Maintain the Post Office Box – The Contractor must make the required payments for and utilize the post office box established for the Putative Father Registry located at the USPS Facility located on Old Karner Road, Albany, New York, and ensure that this box remains active throughout the Contract Period. The post office box must be dedicated solely to Putative Father Registry mail, and no commingling of any other mail is allowed. At the conclusion of the Contract, the Contractor must turn over responsibility for the post office box to OTDA.
- B. Receipt of Mail – The Contractor must obtain the mail each morning, Monday through Friday (exclusive of USPS holidays), from the designated OTDA Putative Father Registry post office box using a secured courier. The Contractor may also receive documents sent directly to OTDA that will be hand-delivered to the Contractor by OTDA staff.
 1. Misdirected Mail – The Contractor must ensure that all mail received at the New York State Processing Center is verified as pertaining to the Putative Father Registry process. The Contractor must outsort any envelopes not addressed to the Putative Father Registry process and either directed to one of the other centralized operations as appropriate or returned, unopened, to the USPS Facility on the same day as received.
 2. Mail Opening and Sorting – The Contractor must open all Putative Father Registry mail received Wednesday through Tuesday, remove all contents, keep envelope and contents together, image the envelope and its contents.
 - a. The Contractor must sort the opened and extracted mail into the following categories, and by valid and invalid mail. Conditions for invalid mail are listed in XI.2.a.xiii, below:
 - i. Child support payments received in the Putative Father Registry post office box
 - ii. Acknowledgment of Parentage Forms
 - iii. Acknowledgment of Paternity Forms
 - iv. Court Determination of Parentage Forms
 - v. Orders of Filiation
 - vi. Instruments to Acknowledge Paternity
 - vii. Notices of Intent to Claim Paternity
 - viii. Orders of Abrogation
 - ix. Orders to Vacate
 - x. Requests for Deletions
 - xi. Other (e.g., Search Requests)
 - xii. Correspondence
 - xiii. Invalid mail is those forms that are missing certain information. A complete listing of invalid mail is contained in the Putative Father Registry Data Capture training manual that will be made available to the successful bidder.

- b. Delivery of Documents to Adoption Services – the Contractor must, by 3:30 PM, EST, each Tuesday and Thursday via courier service, deliver the following documents to the Office of Children and Family Services (OCFS), Adoption Services, located in Rensselaer, New York:
 - i. Orders of Filiation
 - ii. Instruments to Acknowledge Paternity
 - iii. Notices of Intent to Claim Paternity and Notices of Intent to Claim Parentage
 - iv. Orders of Abrogation
 - v. Orders to Vacate
 - vi. Requests for Deletions
- c. Correspondence and other mail related to Putative Father Registry (e.g., Search Requests)
 Other Correspondence – the Contractor must each day deliver any correspondence not related to the Putative Father Registry to OTDA’s on-site staff at the New York State Child Support Processing Center.
- C. Retrieve Documents from the OCFS – The Contractor must ascertain if any documents for the Putative Father Registry have been sent directly to the OCFS that need processing by the Contractor. If so, the Contractor, will, by 3:30 PM, ET, each Tuesday and Thursday, arrange to pick up documents for inclusion with other documents received in the mail and subsequently data enter them every week.
- D. Data Capture – The Contractor must:
 1. Capture the following data within three (3) business days from Putative Father Registry documents identified in XI.B.2.a.ii – XI.B.2.a.xii:
 - RECORD TYPE
 - SOURCE
 - LOCATION
 - FORM VERSION
 - LOCAL/RECORDED DISTRICT
 - REGISTRATION/BIRTH/REGISTER NUMBER or ENTRY DATA
 - CHILD-NAME-LAST
 - CHILD-NAME-FIRST
 - CHILD-NAME-MI
 - CHILD-DATE-OF-BIRTH
 - MOTHER/BIRTH-PARENT/ADJUDICATED-PARENT-NAME-LAST
 - MOTHER/BIRTH-PARENT/ADJUDICATED-PARENT-NAME-FIRST
 - MOTHER/BIRTH-PARENT/ADJUDICATED-PARENT-NAME-MI
 - MOTHER/BIRTH-PARENT/ADJUDICATED-PARENT-SOCIAL-SECURITY-NUMBER

- MOTHER/BIRTH-PARENT/ADJUDICATED-PARENT-DATE-OF-BIRTH
- MOTHER/BIRTH-PARENT/ADJUDICATED-PARENT-ADDRESS-C/O
- MOTHER/BIRTH-PARENT/ADJUDICATED-PARENT-ADDRESS-STREET
- MOTHER/BIRTH-PARENT/ADJUDICATED-PARENT-ADDRESS-CITY/STATE
- MOTHER/BIRTH-PARENT/ADJUDICATED-PARENT-ADDRESS-ZIPCODE
- MOTHER/BIRTH-PARENT/ADJUDICATED-PARENT-DATE-SIGNED
- MOTHER/BIRTH-PARENT/ADJUDICATED-PARENT-DIN
- FATHER/OTHER-PARENT/ADJUDICATED-PARENT-NAME-LAST
- FATHER/OTHER-PARENT/ADJUDICATED-PARENT-NAME-FIRST
- FATHER/OTHER-PARENT/ADJUDICATED-PARENT-NAME-MI
- FATHER/OTHER-PARENT/ADJUDICATED-PARENT-SOCIAL-SECURITY-NUMBER
- FATHER/OTHER-PARENT/ADJUDICATED-PARENT-DATE-OF-BIRTH
- FATHER/OTHER-PARENT/ADJUDICATED-PARENT-ADDRESS-C/O
- FATHER/OTHER-PARENT/ADJUDICATED-PARENT-ADDRESS-STREET
- FATHER/OTHER-PARENT/ADJUDICATED-PARENT-ADDRESS-CITY/STATE
- FATHER/OTHER-PARENT/ADJUDICATED-PARENT-ADDRESS-ZIPCODE
- FATHER/OTHER-PARENT/ADJUDICATED-PARENT-DATE-SIGNED
- FATHER/OTHER-PARENT/ADJUDICATED-PARENT-DIN
- HOSPITAL-ID-NUMBER
- PUBLIC-ASSISTANCE-MOTHER
- REGISTRAR-DATE
- AGENCY-CODE
- COURT-NAME
- DOCKET-NUMBER
- COURT-DATE
- DELETE-CODE
- BIOLOGICAL/GENETIC-FATHER
- BIRTH-PARENT/MOTHER-MARRIED-AT-TIME-OF-BIRTH
- COURT-DETERMINATION
- REPORT-PURSUANT-TO-A-SURROGACY-AGREEMENT
 - IF YES: ARE-ADJUDICATED-PARENTS-MARRIED
 - IF NO:
 - IS-BIRTH-PARENT-MARRIED
 - IS-OTHER-ADJUDICATED-PARENT-THE-BIOLOGICAL-FATHER

- ADJUDICATED PARENT SECTION 2:
 - o IS-THIS-PERSON-THE-BIRTH-PARENT
 - o IS-THIS-PERSON-DETERMINED-TO-BE-THE-FATHER
 - ADJUDICATED PARENT SECTION 4:
 - o IS-THIS-PERSON-DETERMINED-TO-BE-THE-FATHER
 - CHILD-SOCIAL-SECURITY-NUMBER
 - 2. The Contractor shall implement process and data integrity mechanisms to validate data entered into the system, and correct any errors detected.
- E. Creating Data File – The Contractor must, by Wednesday of each week:
1. Create an electronic data file in the format required by OTDA from the information data captured in accordance with XI.D.1.
 2. The Contractor must transmit the weekly electronic data file to OTDA after 5:00 PM, EST, the following Wednesday, which contains information data entered the previous week, Wednesday through Tuesday.
 3. Verify receipt of Putative Father Registry files by accessing the child support system, performing STRUNS job monitoring verification in accordance with OTDA requirements, and maintaining a digital copy of each file verification.
 4. The Contractor must retain electronic copies of the last eight (8) weekly data files that were previously required to be provided to OTDA. The Contractor must, at the request of and within the timeframe specified by OTDA, electronically re-transmit any one or all of those eight (8) data files.
- F. Returned Documents
1. The Contractor must return invalid Acknowledgment of Parentage Forms and invalid Court Determination of Parentage Forms to the remitting party, accompanied by a cover letter describing the reason(s) for its return. All other invalid documents identified in XI.B.2.a.xiii must be returned to OCFS.
 2. Retain a copy of the cover letter and returned Putative Father Registry document.
 3. Notify OTDA of invalid returned Putative Father Registry documents that have not been resubmitted within three (3) weeks of the date of the returned letter.
- G. Security – In addition to the security requirements set out in Appendix B-1, the Contractor must secure Putative Father Registry operations by:
1. Limiting access to only authorized staff.
 2. Maintaining camera surveillance of entire operation to include recording activities and maintain encrypted backups of all recordings for a period of thirty (30) calendar days.
 3. Providing secured facility and limited access to Putative Father Registry documents not processed each day.
 4. Ensuring that information pertaining to the Putative Father Registry remains protected.

- H. Record Retention – The Contractor must retain all source documentation received for data entering and file creation for the Putative Father Registry as required in XIV.E.1.c. The Contractor must store the documents as follows:
1. Grouped by additions and deletions.
 2. Grouped by the weekly designation corresponding to the data file provided to OTDA.
 3. Sorted within those weekly groups by document source, per XI.B.2.a.ii – XI.B.2.a.xiii.
 4. Store processed requests for deletion along with the original Putative Father Registry documents in a separate secured environment.
 5. The Contractor must, within twenty-four (24) hours of receiving a request from OTDA, provide all source documentation received for a Putative Father Registry data file record, received within the last one hundred and twenty (120) days, to verify information that was previously transmitted.
- I. Logs and Reports – The Contractor must, at a minimum, maintain the following logs and reports in a format as required by OTDA:
1. A log of daily volumes with weekly summaries of the documentation received by the following:
 - a. Registrar/Other mail
 - b. Department of Health
 - c. Courts
 - d. The subcategories of document sources, per XI.B.2.a.ii – XI.B.2.a.xiii.
 2. A log of weekly data file transmissions to OTDA contains, at minimum, the following:
 - a. Date of Transmission
 - b. Time of Transmission
 - c. Number of records.
 3. A monthly report of returned Putative Father Registry documents where the documents have not been resubmitted within three (3) weeks.
 4. Quarterly report of Acknowledgement of Paternity and Acknowledgment of Parentage submissions by hospitals.
- J. Errors – The Contractor has committed a Putative Father Registry notification processing error when the Contractor has failed to:
1. Include any information regarding a specific notification received.
 2. Provide complete and accurate information for each notification received.
 3. Correctly reject and return an invalid document.
 4. Correctly process a deletion request.
 5. Timely transmit file to OTDA.
- K. OTDA Responsibilities – OTDA will provide the following:

1. Listing of Hospitals and their respective Permanent Facility Identifier (PFI) code.
2. Telephone number, address and contact name for OCFS, Adoption Services, including any changes to this information during the Contract Term.
3. Listing of Registrars and their addresses.

XII. Interactive Voice Response System

The IVR System functions entail receiving standardized text and information response specifications from OTDA, developing an IVR System, receipt of data files from OTDA, updating IVR System database, maintaining telecommunications full access to system, and providing accurate and controlled information based upon OTDA security measures.

A. Develop and Maintain System

1. Contractor tasks:
 - a. Develop an IVR System that provides personal automated responses in English, and Spanish as well as provides a third option for all other languages which skips the rest of the IVR and directs those other calls to the required translation services (see XIII.E.1.j).
 - b. The Contractor must also provide OTDA with a script and information flow design of the IVR in English, and Spanish with an English translation.
 - c. Receives calls, verifies caller authorization to receive information, retrieves data or information and provides the same to the caller.
 - d. Be capable of meeting the expected call volume demand based on past volumes provided by OTDA and must be able to adjust to fluctuations throughout the Contract Term.
 - e. Allow for transfer to the Customer Service Representative queue.
 - f. Provide local district contact information from a systems table.
 - g. Allow for updating data without interrupting caller access.
2. OTDA desires the IVR functionality to allow for capture of address and employment information from callers.

B. Monitor Access

1. Contractor tasks:
 - a. Ensure that the entire IVR System is accessible by callers:
 - i. Twenty-four (24) hours a day, seven (7) days a week;
 - ii. Except for a maximum period of thirty (30) minutes of allowed downtime in any one (1) day at a low-volume period upon notice to OTDA (12:01 AM, ET, through 11:59 PM, ET).
 - b. Ensure that the IVR System is available with a consistent response and audio quality regardless of volumes.
 - c. Ensure that special announcements as designated by OTDA are used in those instances where access to the IVR System is or will be interrupted for more than fifteen (15) minutes at a time.

C. Load Master File Information

1. Contractor tasks:

- a. Retrieve from OTDA TCP/IP SFTP directory voice response monthly data files on the same day those data files are placed in that directory.
- b. Complete loading the monthly master file data by 7:30 AM, ET, so that callers can access the new information on the first Monday of each child support system month.
- c. At the beginning of each month, the Contractor will receive five (5) separate voice response data files from OTDA which groups together records for the following local districts:

File #1: Albany County through Erie County

File #2: Essex County through Nassau County

File #3: Niagara County through Saratoga County

File #4: Schenectady County through Yates County and Non-IV-D

File #5: New York City only

- d. Verify that there is data for each of the fifty-eight (58) local districts and the Non-IV-D Services Unit and that the data is readable and not duplicative. Notify OTDA immediately if there is a problem with the files.
- e. Allow callers to receive information during updating process.
- f. Insert dates representative of master file information.
- g. Verify accuracy and completeness of new master file data.
- h. Verify access to and information contained on new master file data.
- i. Complete an IVR System control log.

D. Load Daily Update Information

1. Contractor tasks:

- a. Retrieve from OTDA TCP/IP SFTP directory voice response daily data files on the same day those data files are placed in that directory.
- b. The Contractor must, on a daily basis, update the IVR System data file such that callers can access the new information by 7:30 AM, ET, each day.
- c. Each day (Monday through Friday), subsequent to loading master file information the Contractor will receive five (5) separate voice response data files from OTDA which groups together records for the following local districts:

File #1: Albany County through Erie County

File #2: Essex County through Nassau County

File #3: Niagara County through Saratoga County

File #4: Schenectady County through Yates County and Non-IV-D

File #5: New York City only

- d. Verify that the data on each of the five (5) data files is readable and not duplicative. Notify OTDA immediately if there is a problem with the files.
- e. Allow callers to receive information during updating process.

- f. Insert dates representative of master file information.
- g. Verify accuracy and completeness of new master file data.
- h. Verify access to and information contained on new master file data.
- i. Complete an IVR System control log.

E. New Messages/Updates

- 1. Contractor tasks:
 - a. Implement new messages or complete updates to existing messages as required by OTDA.
 - b. Ensure that the information being provided is consistent with the latest version requested by OTDA.
 - c. Modify all IVR System announcements within forty-eight (48) hours of each request by OTDA.

F. Programming Support

- 1. Contractor tasks:
 - a. Provide all programming, software, and equipment necessary to maintain the IVR System as required by OTDA.
 - b. Provide support for enhancements to the IVR System data, call flow, and scripting as required by OTDA.
 - c. All technical, administrative, and physical controls must be in place to segment the IVR from any network that contains FTI.
 - d. The IVR must not have access to the Intranet.
 - e. As with all other systems maintained on behalf of OTDA by the vendor in support of this RFP, vulnerability scans, configuration scans, and an annual risk assessment must be conducted and forwarded to OTDA.
 - f. The IVR System must not collect FTI, nor allow access to FTI.

G. Notification of Problems/Resolution

- 1. Contractor tasks:
 - a. Within fifteen (15) minutes of experiencing or determining a problem exists with the telephone access or line usage for the IVR System, contact OTDA's Telephone Services Contractor and OTDA.
 - b. Maintain and complete a monthly IVR System Downtime Log to monitor occurrences for lapses of access to the IVR System. This Log will be reviewed by OTDA at the end of each month to determine if the Contractor is liable to OTDA for liquidated damages as noted in Appendix O of this RFP.

H. Access to Facility and Equipment – The Contractor must allow access to the facility and equipment to OTDA's Telephone Services Contractor so OTDA can inspect, install, replace, or repair its equipment and line access to the IVR System.

I. Controls and Records – The Contractor must maintain controls to ensure performance standards are met.

J. Security – The Contractor must maintain a secured facility and limit access to ensure that the IVR System and child support system information remains protected. Backups of data must be kept in an encrypted format compliant with Federal Information Processing Standard (FIPS)140-2 or 140-3, at rest, and retained for the Contract Term.

K. Management Reports

1. At a minimum, the Contractor must provide OTDA with daily reports that contain the following:
 - a. Number of times various information is accessed by callers.
 - b. A line usage report.
 - c. A statistical summary reports.
 - d. The daily reports must also be summarized to provide a separate weekly and monthly report containing the above data.

L. OTDA Responsibilities

1. OTDA will provide the Contractor with:
 - a. Existing English and Spanish IVR script and information flow design.
 - b. Individual requests for new announcements or changes to existing announcements, either of which will include the following:
 - i. Draft of announcement to be developed or change to be made, English and Spanish, and any other languages requested by OTDA.
 - ii. Location of insertion of announcement or change.
 - iii. Timeline for inclusion.
 - iv. Data files as noted in Exhibit 5 of this RFP.
 - v. Name and contact information for the contractor under contract with OTDA to provide telephone services in support of the IVR System (e.g., line access and usage services).

XIII. **Customer Service**

The Customer Service Centralized Operations must be a stable, well-trained, and highly productive operation. The Customer Service functions entail the receiving of inquiries (telephone calls, emails, written correspondence, and transfers from the IVR), recording calls, caller validation, researching the child support system, responding to inquiries, updating the child support system, creating referrals to local child support offices and OTDA, mailing follow up documents to inquiring parties, and reporting.

A. Telecommunication/Equipment

1. Contractor tasks:
 - a. Install a telecommunication system and software that allows, at minimum, for the following:
 - i. business and after-hours messaging
 - ii. special messaging
 - iii. caller identification

- iv. call recordings
 - v. call transfers
 - vi. a call queue
 - vii. messaging within the queue
 - viii. conference calls
- b. Busy Messaging – In instances where the telephone lines are at full capacity, provide a message to notify callers that all operators are currently busy and to access the IVR or the New York State Division of Child Support Services website for recent payment and disbursement information. Callers must also be provided with the option to request a call back from the next available Customer Service Representative.
- c. Software Application – Ensure that Customer Service Representatives (CSRs) have access to a Software Application, as detailed in Section XIII.C, below.
- d. Lump Sum Inquiries – Develop, implement, and maintain a process to support and respond to inquiries regarding an anticipated lump sum payment to a noncustodial parent.
- i. Identify noncustodial parent child support account(s).
 - ii. Notify income provider of amounts to be paid per child support account.
- e. The Contractor shall be responsible to utilize a telephone transfer system such that only those callers to the IVR System during hours of operation (see XIII.A.3, below) will be transferred to Customer Service.
- f. The Contractor is responsible, at no cost to OTDA, for the development, installation, and maintenance of a telecommunications link between OTDA's child support system mainframe and the Customer Service Centralized Operation within the Contractor's Operating Facility.
- g. The Contractor is responsible to ensure that the telephone lines supporting the Customer Service Centralized Operations are active and receiving calls during hours of operation (see VIII.A.3, below).
2. Resources – The Contractor is responsible for providing adequate space and equipment for performing all required Customer Service tasks.
- a. The Contractor is responsible for any cost associated with the Contractor's development, installation, and maintenance of an appropriate telecommunications link between the IVR and the Customer Service Centralized Operations, to include equipment, software, telephone lines, call transferring, equipment, etc.
 - b. The Contractor shall ensure that the IVR transfer to Customer Service terminates the call on the IVR.
3. Hours of Operation – the Contractor must provide full time staffing for the Customer Service hours of operations of Monday through Friday, 8:00 AM, ET, through 7:00 PM, ET (except OTDA holidays).
- B. Electronic Communication – the Contractor must:

1. Receive emails directed to the New York State DCSS, research and respond to the emails no later than 4:00 PM, ET, the next business day at the same performance level as if the inquiry were received by telephone.
 2. Forward inquiries that require local district action or response to the respective local district electronically the same day as received at the processing center.
 3. Retain electronic records to support inquiries received and their respective responses.
 4. Update the child support system with information regarding the email inquiry (i.e., inquiry remarks, case information update, response remarks).
- C. Software Application – The Contractor must develop an electronic Software Application to assist Customer Service staff in communicating with custodial and noncustodial parents, financial institutions, income providers, other state child support agencies, third party callers, and the general public.

The Software Application must:

1. Enable staff to consistently provide callers with accurate, timely, and consistent information that is responsive to callers' needs.
2. At minimum, include the following information and be approved by OTDA ninety (90) days prior to operations:
 - a. A user's manual to be provided to local district child support offices, and a manual used for Child Support Helpline (CSH) representative training purposes.
 - b. An index to allow quick reference to subject material.
 - c. Frequently Asked Questions (FAQs) relative to each specific subject matter of the child support program to be used in the Customer Service Centralized Operations and shared with local district child support offices.
 - d. A listing of the customer service addresses, office hours, and telephone numbers for each of the fifty-eight (58) local district child support offices.
 - e. An electronic referral process to each of the fifty-eight (58) local district child support offices on the same day the call was received for case review, petition filing, or any further action identified by OTDA. The referral must include, at minimum, the following information:
 - i. Caller name
 - ii. New York case identifier
 - iii. Case indicator
 - iv. County
 - v. Worker code
 - vi. Caller type
 - vii. Reason for inquiry or referral
 - viii. Caller address
 - ix. Caller telephone number
 - x. Date of call

3. Support mailing, facsimile, and electronic processes to provide custodial and noncustodial parents, financial institutions, and income providers with various documents, by end of next business day, such as:
 - a. Applications for Child Support Services
 - b. Account Summaries
 - c. Affidavits of Net Worth
 - d. Stop Payment Forms
 - e. Direct Deposit/Debit Card Forms
 - f. Desk Review Forms
 - g. Earned Income Credit Forms
 - h. Acknowledgement of Parentage Forms
 - i. Wage Withholding Worksheets
 - j. Copies of OTDA Notices
 - k. Mistake of Fact and Challenge forms
 - l. PIN notices (custodial and noncustodial parent)
4. Include a quick reference for various documents that are provided to custodial and noncustodial parents, financial institutions, and income providers.
5. Include a copy of each of the following items:
 - a. Above stated documents indexed for quick reference including the indexing of the content material.
 - b. Laws, rules, and/or regulations referenced in each of the above stated documents.
 - c. Inserts made part of a mailing along with questions and answers that would most likely be generated from such mailing.
 - d. Pamphlets that are made available including questions and answers that would most likely be generated from such information.
 - e. Local district forms for reporting information or changes in information to the Customer Service Centralized Operations.
 - f. Forms provided to local districts pertaining to the Customer Service Centralized Operations.
6. Be able to incorporate any additional information provided by OTDA within twenty-four (24) hours.
7. Be available to users during the Customer Service hours of operations of Monday through Friday, 8:00 AM, ET, through 7:00 PM, ET (except OTDA holidays).
8. Be accessible:
 - a. Twenty-four (24) hours a day, seven (7) days a week;
 - b. Except for allowed downtime, and downtime that occurs for a reason beyond the Contractor's control.

9. The Contractor must maintain and enhance the Software Application over the life of the Customer Service Centralized Operations to include additional information to be timely and responsive to the needs of staff in response to callers. Any changes, enhancements, or other alterations must be completed within thirty (30) days.
10. The Software Application and any changes and/or enhancements must be approved by OTDA prior to the implementation of any and all information.
11. The Contractor is responsible for ensuring that the staff are fully trained and kept up to date with OTDA changes, enhancements, and/or performance requirements.
12. Contractor staff must communicate timely, accurately, reliably, and professionally to ensure open and effective dissemination and collection of information.
13. All inquiries from any member of the press or government must be referred immediately to OTDA.

D. Reports and Records

1. The Contractor is responsible for providing, in a format acceptable to OTDA, all OTDA requested reports containing information related to the Customer Service Centralized Operation. The Contractor is responsible for maintaining all records and documents in support of OTDA's reporting requirements contained in the Agreement.
2. The Contractor must provide OTDA, at a minimum, with the following information in a report format to be approved by OTDA on an hourly, daily, weekly, monthly, quarterly, and annual basis.
 - a. A report of total number of incoming calls
 - b. Number of accepted calls
 - c. Number of calls per language
 - d. Number of calls from persons with disabilities (by method)
 - e. Number of calls by caller type (custodial parent, noncustodial parent, income provider, etc.)
 - f. Call wait time
 - g. Time of call
 - h. After call time
 - i. Name and telephone number of caller
 - j. Nature of call
 - k. Questions asked and occurrences
 - l. Responses provided
 - m. Length of call
 - n. Number of local district referrals
 - o. Notification that a call back was required
 - p. Verification that a call back was completed
 - q. Notification of outstanding local district referrals

- r. Number of abandoned calls
 - s. Percentage of line busy
 - t. Customer Service staffing
 - u. Repeat Caller report
3. The Contractor must develop a report that identifies the development and establishment of the Software Application and all enhancements made to the application. The report is to be made part of the master Software Application and, at minimum, must provide the following information:
 - a. Date of draft question and answer
 - b. A statement of need
 - c. The draft question and answer
 - d. Date submitted to OTDA for approval
 - e. Date question and answer is approved for implementation by OTDA
 - f. Date of implementation
 4. The Contractor must on an ongoing basis identify and report problems, recommend solutions, and identify potential efficiencies and cost effectiveness improvements.

E. Child Support Helpline

1. The following standards apply to the operation of the Child Support Helpline:
 - a. The Contractor must adjust staffing to support call volumes per month, week, day and hour of operation based upon OTDA mailings, initiatives and normal and anticipated call patterns.
 - b. Customer Service calls must be answered within three (3) receiving rings. In the event all Customer Service staff are busy, after three (3) receiving rings, a message must be provided after each minute of wait time. The message must, at a minimum, provide the following information:
 - i. All Customer Service staff are currently busy
 - ii. Expected wait time
 - iii. Promotion for various child support programs
 - iv. Promotion for the IVR and the New York State DCSS website
 - v. The option to request a call back from the next available Customer Service Representative.
 - c. Call wait time cannot exceed four (4) minutes per call, and an average of two (2) minutes per month, before connecting to Customer Service staff.
 - d. Responses to callers, must not exceed a monthly average of:
 - i. Seven (7) minutes for English or Spanish language with trained staff, and seventeen (17) minutes for any language other than English or Spanish;
 - ii. Nine (9) minutes for English or Spanish language with in-training staff, and twenty-two (22) minutes for any language other than English or Spanish.

- iii. A response is defined as the period of time encompassing the connection of a call to a Customer Service Representative through the Customer Service Representative's availability to connect to the next incoming call.
 - e. If a call cannot be resolved by the Customer Service Representative, they must refer the caller to a unit supervisor for response. The caller must be notified when a return call will be provided if a call back is necessary.
 - f. Return telephone calls must be completed within three (3) hours of receipt.
 - g. A message must be provided to callers, calling outside of the hours identified in XIII.A.3, notifying the caller of the Customer Service hours, and the availability of accessing the New York State DCSS website provided by OTDA.
 - h. Each Customer Service call must receive a grade of 95% overall rating in accuracy, courtesy, efficiency, and politeness as determined by the Contractor's internal quality review process (see XIII.N, below).
 - i. Persons with Disabilities – The Customer Service Centralized Operations must support callers with disabilities and provide services for TTY/TDD and certified relay services calls.
 - j. Language – The Customer Service staff must be available to callers in both English and Spanish languages. The Contractor must accept calls and conference in calls from an OTDA-approved language interpreter service to assist callers with Limited English Proficiency (LEP), as defined in New York State Executive Law Section 202-a.
2. Availability – The Customer Service Centralized Operations must be available during Hours of Operation as set forth in VIII.A.3. Full services, including responses requiring child support system research under VIII.E.4, as well as partial services (i.e., responding to calls that do not require child support system research under VIII.E.4) may not be unavailable due to the Contractor's system more than 0.1% of the time.

3. Delivery of Services

Each response provided by the Customer Service staff must always be completed in a courteous and professional manner and the information provided must reflect the status of the specific child support case in question or when no case exists, it must reflect the response approved by OTDA which was developed for that particular set of circumstances. The Contractor will be responsible for receiving inquiries, at a minimum, related to:

- a. A case where a court order may or may not have yet been established and where the custodial or noncustodial parent specifically wants to know what services can be or have been provided by local districts to date and what will occur next.
- b. A case with an order and there is lack of child support payments from the noncustodial parent and what will occur next.
- c. A notice sent to an income provider or financial institution.
- d. The status of an interstate case.
- e. Income Withholding.

- f. Statements of Accounts.
4. Child Support System Research
- a. The Contractor will be responsible for reviewing all available child support system records pertaining to the case in question, analyzing the information present and responding to custodial and noncustodial parent, income provider, financial institution, other-state child support agency, and approved third-party inquiries in a manner consistent with OTDA requirements.
 - b. The Contractor is responsible for ensuring that the Customer Service staff are fully trained and kept up to date with OTDA revisions to child support system records.
- F. Caller Validation and Information
1. The Contractor must seek the following information from callers and the Contractor must verify that it matches the information contained on the child support system to validate the identity of the caller.
 - a. Noncustodial and custodial parent's name.
 - b. Noncustodial and custodial parent's Social Security number.
 - c. Noncustodial and custodial parent's date of birth.
 - d. Name(s) and dates of birth of child(ren).
 - e. Noncustodial parent's income provider name, address and telephone number.
 - f. The Contractor is responsible for ensuring that the child support system is updated with current validation information provided by the caller. Note, however, that Social Security numbers or dates of birth must not be updated unless that information is blank or missing on the child support system.
 - g. The Contractor should attempt to obtain the name of the caller, and the caller type (custodial/noncustodial parent, employer, etc.) for each call.
 2. Caller Information – The Contractor must request the following information from callers and the Contractor must update, as necessary, the information contained on child support system:
 - a. Noncustodial or custodial parent's addresses (residential and/or mailing, and email) and telephone numbers.
 - b. Noncustodial parent's income provider's name, address, and telephone number.
 3. Restrictions – The Contractor must not provide certain information based on the following scenarios:
 - a. If a caller prefers to remain anonymous, refuses to validate their identity, or fails to validate, they are to be provided with general information only (i.e., no case specific details).
 - b. When a noncustodial parent calls, they are not to be provided with the custodial parent's information. Likewise, when a custodial parent calls, they are not to be provided with the noncustodial parent's information.
- G. Call Recording
1. Contractor Tasks:

- a. All calls must be recorded and retained by the Contractor for a period of at least one (1) year.
- b. Calls of threatening nature that are referred to OTDA must be retained until otherwise directed by OTDA.
- c. The recordings must be clear, audible, and in a format conducive to electronic transfer to OTDA.
- d. Recordings requested by OTDA must be provided within the following timeframes:
 - i. Within twenty-four (24) hours for non-threat calls
 - ii. Immediately for threat calls

H. Operation Processes

1. The Contractor must develop a process to address the following situations:
 - a. Undeveloped responses to inquiries.
 - b. Communication with law enforcement (e.g., local law enforcement, 911 system).
 - c. Threats of bodily harm or imminent danger.
 - d. Escalations to OTDA.
 - e. Referral to Local District for action.
 - f. Follow up with local districts as the result of a previous referral for action.
 - g. Caller identification.

I. Correspondence

1. The Contractor must respond to all Customer Service inquiries that are received by mail at the processing center by thoroughly researching each inquiry and responding in writing or by telephone to the writer by no later than 4:00 PM, ET, the next business day at the same performance level as if the inquiry was received by telephone.
 - a. Inquiries that require local district action or response must be electronically provided to the respective local district the same day as received at the processing center.
 - b. The Contractor must retain documentation to support responses provided to correspondence received at the processing center.
 - c. The Contractor must update the child support system with information regarding the correspondence inquiry (i.e., inquiry remarks, case information update, response remarks and method of response [letter or telephone]).

- J. Notification – The Contractor will immediately notify OTDA of any situation that impacts the Customer Service Centralized Operation such that one or more lines become unavailable, the entire Customer Service Centralized Operation becomes inoperable or any other circumstance that would affect providing and meeting customer service requirements as noted herein.

K. Security and Protection of Information –

1. Contractor Tasks:

- a. The Contractor must not release custodial parent and/or noncustodial parent information to telephone callers unless the inquiring party has provided specific information and the Child Support Representative has verified, through review of child support system records, that the information is correct. The requirements for verification will be provided by OTDA as well as a description of the limited information that can be released.
- b. The Contractor is responsible to limit access to child support system information to only authorized staff and must ensure that authorized Customer Service staff properly sign-off from the child support system if they leave the immediate location of said access.
- c. The Contractor must limit access to the Customer Service area and ensure that Customer Service and child support system information remains protected.
- d. The Contractor is also bound by the security and protection of information as required in Appendix B-1.

L. Performance

1. The Contractor is responsible for adhering to the Customer Service performance standards outlined in Appendix O which may result in OTDA taking action in accordance with the withholding of payment and assessment of the liquidated damages.

M. Errors – The Contractor has committed a customer service error when the Contractor has failed to meet any of the following standards:

1. Answer each customer service call within three (3) receiving rings.
2. For any call received, a call wait time before connecting to a customer service staff is to be no greater than four (4) minutes, with a monthly average wait time not to exceed two (2) minutes.
3. Provide a message, as defined in VIII.E.1.b., to each caller after each minute of wait time.
4. Provide each caller with a supervisory staff member if a call cannot be completed in the manner identified in XIII.E.1.f. Provide each caller with an expected timeframe for a return call to be made.
5. Provide an overall rating of 95% in accuracy, courtesy, efficiency, and politeness, as determined by the Contractor's internal quality review process.
6. Provide for each call, in a courteous and professional manner, an accurate reflection of the status of a specific child support case in question, if no case exists, provide for each call the approved response developed by OTDA.
7. For each call received, seek the validation information identified in XIII.F.
8. Provide for each email received by New York State Division of Child Support Services, a response by 4:00 PM, ET, the next business day, in the manner identified in XIII.B.
9. Provide for each correspondence received, a response by 4:00 PM ET the next business day in a manner identified in XIII.I.

N. Internal Audit and Quality Control

1. Contactor Tasks:

- a. Maintain quality control efforts to ensure that the call handling, responses provided, and the information gathered by Customer Service Centralized Operations meets or exceeds the levels required in this XIII.N.1.b through XIII.N.1.f.
- b. Develop and implement an internal audit program designed to ensure that the information provided to and/or gathered is highly accurate, reflective of the child support system case records, and is in conformance with OTDA goals and objectives. This must include at a minimum, unannounced monitoring by the supervisory staff where the actual conversation(s) of the Customer Service Representative while they are occurring are listened to and recorded to ensure the quality of the information provided and requested meets or exceeds required operational standards.
- c. Monitor telephone calls such that each Customer Service Representative is randomly monitored on at least five (5) different business days throughout the month at a rate of six (6) calls per day. The Contractor must retain, for a minimum of one (1) year, the recordings for subsequent review for its own quality control measures as well as those of OTDA.
- d. In those instances where performance deficiencies are detected, the Contractor must immediately take corrective action to ensure that future calls are responded to accurately and properly.
- e. Summarize monthly its internal audit program results and provide OTDA with a report, within fifteen (15) days from the end of each month, in a format to be prescribed by OTDA.
- f. OTDA reserves the right to monitor calls in the same fashion as that required of the Contractor herein and the Contractor must provide OTDA with access to equipment and systems to accomplish these tasks.

O. OTDA Responsibilities

1. Providing OTDA/DCSS website, the lump sum reporting address, and the Office of Child Support Administration (OCSS) Debt Inquiry Portal address.
2. Providing the Contractor with access to the OCSS Debt Inquiry Portal.
3. Providing for the installation and maintenance of telephone lines to support the operation of the Customer Service functions.
4. Installation and ongoing maintenance of child support system processors to allow access through Contractor personal computers with emulation software capable of accessing the child support system.
5. Child support system telecommunications link between OTDA and the Contractor.
6. Providing a sign on and password to each Contractor staff person that is responsible for using the child support system in providing Customer Service.
7. Reference materials to support the development of the Software Application, approving initial Software Application and any future revisions or updates.
8. Providing a listing of contact addresses, office hours, and telephone numbers for each of the fifty-eight (58) local district child support agencies and Family Court offices.

9. Providing the most recent procedures to be completed by the Contractor upon receipt of a lump sum inquiry. OTDA will provide updated procedures as it determines necessary.
10. Training – OTDA is responsible for providing initial child support system training, Child Support Helpline User Manual, FAQs, and child support program training to management and non-management staff.

XIV. Administration

- A. Administrative Activities – The Contractor must maintain overall administrative activities to ensure continuity of all operations required by this RFP.
 1. Administrative functions include, at a minimum:
 - a. Maintaining required Key Staff;
 - b. Maintaining sufficient human services personnel, accounting, training, and general clerical support staff;
 - c. Completing employment activities (e.g., hiring and termination, processing health insurance requests, and claims, etc.);
 - d. Completing reporting and notification requirements;
 - e. Preparing accounting reports and records;
 - f. Performing quality assurance activities;
 - g. Maintaining sufficient controls and records, which conform to generally accepted accounting principles and practices, to ensure that all tasks and data in Appendix W are being fully processed;
 - h. All other associated ancillary functions/tasks; and
 - i. Maintaining mailing operations that facilitate: permit, metered and express mailings. The Contractor is liable to ensure that Postal permits and meters are sufficiently loaded with postage to ensure uninterrupted mailing of all documents in accordance with performance standards noted in this RFP.
- B. Offset Wire Transfers – The Contractor must wire transfer to each local district bank account offset money that has been identified by OTDA. Offset requests are received by OTDA on a weekly and monthly basis. Once received, OTDA will notify the Contractor of a request to wire transfer Offset money. The Contractor must, at minimum, complete the following tasks:
 1. Wire transfer the appropriate amount of money from the Administrative bank account to each of the local district bank accounts using the correct transfer description within two (2) days of receiving notice.
 2. Confirm that the transfers made to each of the local district bank accounts are correct.
 3. Notify OTDA the same day that the money is transferred of the transfer and the amounts transferred.
- C. Key Staff Presence – Key Staff, as defined in this Appendix IV.A, shall be scheduled to work and be present at the Operations Facility and the Customer Service Center, if separate, during the standard work week of forty (40) hours (exclusive of any lunch break or leave time) within the core operational hours of 7:00 AM to 6:00 PM, ET,

unless otherwise approved by OTDA Project Director. Key Staff will be assigned to work exclusively on the Centralized Operations, unless otherwise agreed to by OTDA.

1. Key Staff positions shall not be vacant for more than ten (10) consecutive days. The Contractor shall submit, on a monthly basis, a schedule delineating actual days and hours worked by each Key Staff position.
 2. Each Key Staff position is required to be present on site two hundred and twenty-nine (229) days of the contract year.
- D. Remote Work – OTDA will permit non-Key Staff to perform their tasks remotely where appropriate, so long as those staff are performing their tasks in accordance with the following requirements:
1. They have access to a secure internet connection;
 2. Security of their computer and electronic media—including telephones using Voice Over internet Protocol (VOIP)—is maintained in accordance with IRS Publication 1075 (Section 2.B.5) and where all requirements in Section 3.3.7 Virtual Desktop Infrastructure are met.
 3. They are working in a secure location, compliant with IRS Publication 1075 (Section 2.B.7, 3.3.6, AC-12, AC-17, and CM-8)
- E. Administrative Functions – The Contractor must perform accounting, internal audit, and purchasing functions, and provide complete accounting records to OTDA as required in other sections of Appendix W. The Contractor must also maintain all records and supporting documentation, including those received from the previous Contractor, in accordance with the retention timeframes below.
1. Physical Documents and Records:
 - a. Payment instruments – ten (10) days
 - b. Source documents included with payments – thirty (30) days
 - c. Putative Father Registry documentation – one hundred and twenty (120) days following the month the data was received and entered
 - d. Data Capture documentation, as detailed in X.A.1.o – ninety (90) days
 - e. New Hire Notification documentation – six (6) months
 - f. Returned Debit Card mailers – sixty (60) days
 - g. USPS notifications of new addresses – sixty (60) days
 - h. All documents and records must be maintained such that the information:
 - i. Is readily identifiable to support information recorded on data files submitted to OTDA, and DTF in the case of New Hire Notification documents;
 - ii. Supports retrieving individual data files such that they may be re-transmitted as needed or used to verify accuracy of information provided to OTDA, and DTF in the case of New Hire Notifications; and
 - iii. Enables the Contractor to retrieve and electronically provide scans of documents to OTDA within two (2) business days of receipt of request.
 2. Electronic Documents and Records, including scans of all physical documentation, must be retained for the balance of the calendar year in which they were made and

for six (6) additional years thereafter, except in cases of potential litigation (see Appendix T, Article 11).

- F. Personnel Functions – The Contractor must ensure that sufficient experienced and trained personnel are available to complete the tasks detailed in Appendix W. Additionally, the Contractor must ensure that each employee requiring access to FTI undergoes fingerprinting and a background investigation at least once every five (5) years.
- G. OTDA Responsibilities – OTDA will provide the Contractor with:
1. A listing of bank account numbers upon which disbursements will be drawn.
 2. Blank non-mail and mailable checks. The Contractor must inform OTDA in advance when additional quantities are needed.
 3. A secure Internet Protocol Security (IPsec) tunnel the Contractor and OTDA's child support system mainframe for the purpose of the Contractor sending files to OTDA and receiving file from OTDA on a regular basis.
 4. The files identified in Exhibit 2 of this RFP on a daily basis.
 5. Each local district and Non-IV-D Services Unit mailing addresses, to be used for the following purposes:
 - a. to display as the issuing entity on checks;
 - b. to mail blank SCU check stock for manually issued checks;
 - c. to send correspondence received for local districts;
 - d. to provide a supply of SCU pre-printed receipts and blank deposit slips for walk-in payments; and
 - e. to send reimbursements for errors.

XV. Error Resolution

The provisions herein apply to errors to processes detailed in Appendix W of this RFP and the Work Plan. Errors can be detected during the performance of Services including during processing or subsequent to the production or transmission of information to OTDA or DTF in the case of New Hire Notifications. Errors can be detected by the Contractor, OTDA staff, local district SCU staff, or DTF staff in the case of New Hire Notifications.

- A. Detected During Processing – The Contractor must immediately correct all errors detected during processing.
- B. Detected After Processing Completed – The Contractor must notify OTDA immediately of all errors the Contractor detects after processing has been completed. However, the Contractor must within twenty-four (24) hours of the notification of the error, in those cases where OTDA determines it necessary, complete corrective action by following OTDA's required procedures within the timeframes and provide written documentation detailing the action taken to rectify the error.
- C. Procedure and Internal Control Modifications – The Contractor must immediately modify procedures and internal controls to ensure the errors do not occur again in the future.

- D. Error Correction – If, as a result of a processing error, a child support record or account must be corrected, OTDA may direct the Contractor to correct the error at its own expense, without charge to OTDA. Where the local SCU or OTDA corrects a processing error in a child support record or account, the Contractor shall be subject to liquidated damages pursuant to Appendix O of this RFP.
- E. Notices – The Contractor must print and mail notices, as deemed necessary by OTDA, and/or DTF when the notices are necessary for tasks in VIII.B of this RFP, according to the agreed upon schedule, to explain or rectify errors.

XVI. Operational Reports

The Contractor must, at a minimum, meet the reporting performance standards noted herein unless otherwise noted in this RFP.

A. Routine Reports

1. Production – The Contractor will provide OTDA with on-time operating reports which will provide summary information on the Contractor's Centralized Operations (e.g., Payment Processing, Disbursement Processing, Notices, New Hire Notifications Processing, Data Capture Services, Putative Father Registry Processing, IVR System, and Customer Service). These reports summarize the Centralized Operations information for each of the local districts and are used to monitor Contractor performance.
2. Submission – The routine reports will be submitted to OTDA electronically as follows:
 - a. Daily reports shall be available to OTDA by the beginning of the next business day.
 - b. Weekly reports shall be available to OTDA by the beginning of the second (2nd) business day after the end of the reporting period.
 - c. Monthly and Quarterly reports shall be available to OTDA by the fifth (5th) business day of the month following the end of the reporting period.
 - d. Annual reports shall be delivered to OTDA no later than the fifteenth (15th) of the month following the close of the reporting period.

B. Special Reports – The Contractor must prepare all special reports which require no additional programming (i.e., which can be prepared by report generator) within the timeframe requested by OTDA. In those instances where the Contractor satisfactorily demonstrates to OTDA that meeting the required timeframes will have a negative impact on the Centralized Operations, the timeframe for the special report may be modified.

C. Other Reports

1. Monthly Reports
 - a. Expenditure Reports for Local Districts – The Contractor must provide OTDA, within fifteen (15) days after the end of each month, a breakdown of the total transactions processed by the Contractor (e.g., Payment Processing, Disbursement Process, Notice Process, New Hire Notifications Process, Data Capture Services, Putative Father Registry, Voice Response System, and Customer Service) for each local district, representative of the costs billed to OTDA for each of those categories.

- b. Internal Audit Report – The Contractor must provide its own internal audit and quality assurance function to ensure the integrity of the collection and disbursement functions. After the end of each internal audit performed, the Contractor must provide reports within fifteen (15) days along with the results of the audits and actions taken to rectify any errors/problems detected. Comments are required even if there are no audit findings.
- 2. Bi-Weekly Reports – The Contractor must submit progress reports to OTDA beginning two weeks after the start of the Contract. These reports must include, but not be limited, to:
 - a. Significant events.
 - b. Progress on procedures development.
 - c. Staffing level breakdown consistent with functional units of contractor's organization chart.
 - d. Problems encountered.
 - e. Planned activities for the next two reporting periods.
 - f. Details of any incomplete or delayed processing, including reason(s) and a plan for completion.
 - g. Results of the monthly payment processing error sampling.
 - h. Computer/equipment downtime.
 - i. Meetings held.
 - j. Other information deemed necessary by OTDA or Contractor.
- 3. Quarterly Reports
 - a. Internal Operating Reports – The Contractor must provide OTDA, on a quarterly basis, a list, description, and sample of all internal operating reports that are not provided to OTDA as Agreement deliverables.
 - b. Operations Calendar – A three (3) month prospective plan must be completed by the Contractor to inform OTDA of planned processing, reporting, and scheduled training sessions including any overload or conflicts.
- 4. Annual Report – The Contractor must submit to OTDA a copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16, or an equivalent report if approved by OTDA, of the annual audit conducted by an independent auditing firm, within fifteen (15) days after receipt of the report from its auditing firm.
- D. Performance – Actual submission dates for each of the "Other Reports" will be determined by OTDA unless otherwise stated herein and performance under these standards will be monitored by OTDA.

XVII. Audit Trail

- A. Records and Reports – The Contractor must maintain file records and reports sufficient to provide a complete audit trail for the processing of payments, disbursements, New Hire Notifications, Putative Father Registry, Data Capture Services, IVR System, and Customer Service, as well as the various notices that must be produced.

- B. Bank Reconciliation – The Contractor must complete a daily and monthly bank reconciliation of the New York State Child Support Processing Center bank account. The daily reconciliation must be completed by 12:00 PM, ET, the following business day. The monthly reconciliation must be completed within fifteen (15) days of receiving a bank statement and supporting documentation from OTDA's Banking Contractor. The Contractor must immediately notify OTDA and its Banking Contractor of any error involving the New York State Child Support Processing Center bank account. All bank reconciliations must be provided to OTDA on a daily and monthly basis.
- C. Generally Accepted Accounting Principles (GAAP) – The Contractor must submit all Claim for Payments to OTDA in the format required and in conformance with GAAP.

XVIII. **Web Services**

- A. Programmatic Access to OTDA Child Support Systems – Real-time access to functionality within OTDA Child Support systems which support tasks identified in this Appendix III through XIII) will be achieved using "SOAP over HTTPS" Web Service interfaces with system of record data stores. These web service interfaces will provide trusted external vendor systems with access to internal NYS OTDA business applications as well as providing real-time update capability.
 - 1. The web services can be called from a variety of "off-the-shelf" and custom applications such as Siebel CRM, IDC, web applications built on Java, .NET, C etc.
 - 2. Service Consumers, such as the Child Support Processing Center, are considered federated (trusted) external systems and are required to consume these services as per the following NYS security policies and standards, OTDA and IRS Pub-1075:
 - a. Transport Protocol: HTTPS (Round trip)
 - b. Message Protocol: SOAP 1.1
 - c. Multi-Level Security Model: Requires service level authentication and authorization in addition to other service specific security measures.
 - d. Identity Management: SAML
 - e. Audit Requirement: Audit all security events at both Service Consumer and Service Provider's endpoints.
- B. NYS ITS-OTDA Application Deployment Mode – The following environments support the ITS-OTDA Systems development Lifecycle (SDLC). The web services are promoted to and remain in each environment correlating to their status within the SDLC:
 - 1. System Integration (SIT) – This environment is used by ITS-OTDA application development teams to perform construction and initial testing of the web service. This environment will have a high churn.
 - 2. User Acceptance Test (UAT) – A wide range of audiences (business analysts, Program executives) can use this environment to exercise all the functional use cases. This environment is used for functional testing and sign-off. Web services that exist in this environment are considered stable candidate release artifacts pending the outcome of functional testing.
 - 3. Production – This is the production environment.

- C. Technologies for Communicating with the Child Support System – The State's Child Support System is essentially comprised of 2 components: the Child Support Management System (CSMS). Application Programming Interfaces (APIs) are deployed through the State's API Management Platform (currently Akana).
1. CSMS is a COBOL-85 real-time and batch system on a Unisys mainframe.
Systems interface with CSMS for batch information accomplished using secure file transfer (SFTP/FTPS).
 2. NYS API Management Platform (currently Akana) – service-oriented architecture platform where APIs are deployed and monitored.
 3. As process improvements or new functionality is developed where batch processes are replaced with real-time processing (update and/or retrieval), NYS will provide the application programming interface (API) that will be used.

EXHIBIT 1
ACCEPTABLE PAYEE LIST

The Contractor must verify that all payments are made payable to one of the following acceptable payees:

- New York State Child Support Processing Center
- NYS Child Support Processing Center
- NYS Processing Center
- NYS Child Support
- State of NY Child Support
- NYSCSPC
- NYS SDU
- NYS SCU
- NYS Child Support case number (e.g., NN00111B1)
- (local district name) SDU (e.g., Dutchess SDU)
- (local district name) SCU (e.g., Dutchess SDU)
- (local district name) Support Collection Unit (e.g., Dutchess County Support Collection Unit)
- Support Collection Unit
- SCU
- SDU
- (local district name) Child Support Enforcement Unit (e.g., Dutchess County Child Support Enforcement Unit)
- (local district name) CSEU (e.g., Dutchess CSEU)
- Child Support Enforcement Unit
- CSEU
- Client name/SCU
- Client name/CSEU
- Client name/Department of Social Services
- Client name/DSS
- Client name/(local district name) Department of Social Services or DSS
- (one of the five boroughs for New York City) Family Court (e.g., Bronx Family Court)

The following **ACCEPTABLE PAYEES** will be accepted with either a NYS Child Support case number or wording such as "child support payment" on the payment instrument itself or on other documentation received with the payment.

- Court docket number (e.g., F00434-13)
- Child Support or Support
- Child's name
- Client name
- CCED (Collections and Civil Enforcement Division)
- Commissioner of Tax and Finance
- Department of Taxation and Finance
- DSS

- Department of Social Services
- (Local district name) Department of Social Services or DSS
- NYS Tax Commissioner Family Court
- Human Resources Administration
- HRA
- Local District name (e.g., Dutchess or Dutchess Co. or Dutchess County)
- NYC Corporation Counsel
- NY County Law Department
- NYC Law Department
- NYC Law Dept.
- NYC Law Dept. Child Support
- New York Co. Law Department
- OTDA

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EXHIBIT 2 DATA FILE SPECIFICATIONS

Please note that detailed specifications for each of the data files listed in F.1 through F.4 below will be made available to the successful bidder upon award.

- F.1 The Contractor is required to provide, at a minimum, to the Office of Temporary and Disability Assistance (OTDA) the following electronic data files, sent via SFTP:
- Payment Processing Electronic File Submission
 - New Hire Reporting Data File
 - Putative Father Registry Data File
 - State Case Registry Data File
 - Non-IV-D File Update to Support Federal Case Registry Data File
 - COLA Return Data File
 - Quick Locate Data File
 - Medical Support Execution Data Capture Data File
 - NCP Address Return File Data File
 - Direct Deposit/Debit Card Data Capture Data File
 - New York City Client Address Verification Letter Return File
 - CP Address Return Data File
 - NYC AVL
 - FORWARDING ADDRESS from USPS
 - LOCATE
 - e-IWO Data File
- F.2 The Contractor is required to provide at a minimum, to the bank under contract with OTDA to provide banking services the following electronic Data File(s):
- Image Cash Letter File(s)
- F.3 The Contractor is required to provide at a minimum, to the Department of Taxation and Finance the following electronic Data File:
- New Hire Reporting Data File
- F.4 The Contractor is required to receive, at a minimum, the following electronic data files via SFTP in support of the various centralized operations:
- Disbursement¹ - Checks Data File

¹ Note that there are multiple data files for each of the Disbursement Data File types (Checks, Check Issuance, and Electronic). OTDA will transmit each of these data files in the following groupings:

- File #1: Albany County through Erie County
- File #2: Essex County through Nassau County
- File #3: Niagara County through Saratoga County

- Disbursement¹ - Check Issuance Data File
- Disbursement¹ - Electronic Data File
- Billing Statement Data File
- Special Offset Notice Data File
- Client Notice Data File
- COLA Notice Data File
- Income Withholding Order Data File includes:
 - Wage and Health Benefits Report Notice
 - Address Information Request Notice
 - Employer Compliance Notice
 - DMV License Suspension Notice
 - IWO (New)
 - IWO (Amended)
 - IWO (Terminated)
- Case Referral Notice to Tax and Finance Data File
- Property Execution Notice Data File
- Child Support Information Line CP PIN Notice Data File
- Child Support Information Line NCP PIN Notice Data File
- FPLS CP Locate Data Notice Data File
- Voice Response System Data File
- Credit Reporting Notice Data File
- Continuation of Services Notice Data File
- Case Closure Notice Data File
- Insurance Intercept Lien Notice Data File
- License Suspension Process Notice Data File
- Medical Support Execution Notice Data File
- Address Information Request Notice from IRS File Data File
- Address Information Request Notice from Web File Data File
- PLS Search Results Report Data File
- CP/NCP Address Data File

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- File #4: Schenectady County through Yates County and Non-IV-D Services
 - File #5: New York City

EXHIBIT 3 PAYMENT DATA SPECIFICATIONS

- E.1 Information to be Provided with Every Payment – This Appendix identifies the information that the Contractor must provide OTDA with every payment recorded on the data file sent to OTDA each day. There are four (4) different sources of payments: noncustodial parent, income provider, property execution, and the Department of Tax and Finance (DTF) and the information provided on the data file will vary according to the requirements noted herein.
- E.2 All payments must include the following information:
 - E.2.1 Local District Code
 - E.2.2 Source of Payment*
 - E.2.3 New York Case Identifier
 - E.2.4 Date of Collection*
 - E.2.5 Payment Amount
 - E.2.6 Remittance Reference Number*
 - E.2.7 Remittance Source Identifier*
- E.3 The information to be provided on the data file in E.2 of this RFP marked with an * will vary depending upon whether the payment is from a noncustodial parent, other Child Support Agency, income provider, property execution or DTF. The differences are set forth below:
 - E.4 Noncustodial Parent/Other Child Support Agency:
 - E.4.1 Source of Payment – always code 50.
 - E.4.2 Date of Collection
 - E.4.2.1 For cases in which a payment is delivered to a post office box, the date of collection is the date on which the payment was delivered to the post office box at the USPS facility.
 - E.4.2.2 For cases in which a payment is received electronically at OTDA's bank under contract, the date of collection is the date on which the payment was made available to the Contractor.
 - E.4.3 Remittance Reference Number – check/money order or transfer number.
 - E.4.4 Remittance Source Identifier
 - E.4.4.1 Left blank if payment received directly from noncustodial parent.
 - E.4.4.2 For payments received from other New York State Support Collection Units, record letter "SCU" followed by first four (4) letters representative of SCU remitting the payment.
 - E.4.4.3 For payments received from other states child support agencies, record the letters OOS followed by the USPS two (2) letter abbreviation for the State remitting the payment.
 - E.4.4.4 For payments received from foreign child support agencies, record the letters OOS followed by the first six (6) letters of the name of the country remitting the payment.

- E.4.4.5 For payment information received by local district facsimile, the information supplied in "Field Option 2".
- E.5 Income Provider:
- E.5.1 Source of Payment – always code 57.
- E.5.2 Date of Collection
- E.5.2.1 For cases in which payment is made by a noncustodial parent's income provider directly to the Contractor, the date of collection is the date on which the payment was delivered to the post office box at the USPS facility.
- E.5.2.2 For cases in which a payment is received electronically at OTDA's bank under contract, the date of collection is the date on which the payment is made available to the Contractor.
- E.5.3 Remittance Reference Number – check/money order or transfer number.
- E.5.4 Remittance Source Identifier - up to first nine (9) alphanumeric characters that clearly represent the income provider name.
- E.6 Property Execution:
- E.6.1 Source of Collection – always code 53.
- E.6.2 Date of Collection
- E.6.2.1 For cases in which payment is made directly to the Contractor, the date of collection is the date on which the payment was delivered to the post office box at the USPS facility.
- E.6.2.2 For cases in which a payment is received electronically at OTDA's bank under contract, the date of collection is the date on which the payment is made available to the Contractor.
- E.6.3 Remittance Reference Number
- E.6.3.1 The first four (4) characters are always 9999.
- E.6.3.2 Characters seven (7) through fifteen (15) must contain the check/money order or transfer number.
- E.6.4 Remittance Source Identifier
- E.6.4.1 The first two (2) characters must contain "00" (zero, zero).
- E.6.4.2 Characters three (3) through nine (9) must contain seven (7) alphanumeric characters that clearly represent the financial institution.
- E.7 Department of Tax and Finance
- E.7.1 Source of Collection – always code 50.
- E.7.2 Date of Collection
- E.7.2.1 For cases in which payment is made directly to the Contractor, the date of collection is the date on which the payment was delivered to the post office box at the USPS facility.
- E.7.2.2 For cases in which a payment is received electronically at OTDA's bank under contract, the date of collection is the date on which the payment is made available to the Contractor.
- E.7.3 Remittance Reference Number – check/money order or transfer number.

E.7.4

Remittance Source Identifier – always DTF.

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**EXHIBIT 4
DATA FILE/FREQUENCY**

| DATA FILE TYPE | | | # OF PAGES | FORM | FREQUENCY | PRINTED AND MAILED | RECEIVED AND MAILED |
|--------------------------------------------------|--------|----------------------|------------|---------|-----------|--------------------|---------------------|
| Disbursements | | | | | | | |
| Check Production | | | | | Daily | X | |
| Check Issuance | | | | | Daily | | |
| Check Register | | | | | Daily | | |
| Cost of Living Adjustment Process (COLA): | | | | | | | |
| Doc 1 | File 1 | Family Court Notice | 1 pg. | Form 3b | Monthly | X | |
| | | | 6 pgs. | Form 3b | Monthly | | |
| | | | 6 pgs. | Form 4 | Monthly | X | |
| | File 2 | SCU | 1 pg. | Form 3b | Monthly | X | |
| | | | 6 pgs. | Form 4 | Monthly | X | |
| | File 3 | Client | 2 pgs. | Form 3a | Monthly | X | |
| | | | 6 pgs. | Form 4 | Monthly | X | |
| | File 4 | Respondent | 2 pgs. | Form 3a | Monthly | X | |
| | | | 6 pgs. | Form 4 | Monthly | X | |
| Doc 2 | File 1 | Supreme Court Notice | 1 pg. | Form 3b | Monthly | X | |
| | | | 6 pgs. | Form 5 | Monthly | X | |
| | File 2 | SCU | 1 pg. | Form 3b | Monthly | X | |
| | | | 6 pgs. | Form 5 | Monthly | X | |
| | File 3 | Client | 2 pgs. | Form 3a | Monthly | X | |
| | | | 6 pgs. | Form 5 | Monthly | X | |
| | File 4 | Respondent | 2 pgs. | Form 3a | Monthly | X | |
| | | | 6 pgs. | Form 5 | Monthly | X | |
| Doc 3 | File 1 | Respondent | 3 pgs. | Form 1 | Monthly | X | |
| | | | 1 pg. | Form 2 | Monthly | X | |
| | File 2 | Client | 3 pgs. | Form 1 | Monthly | X | |
| | | | 1 pg. | Form 2 | Monthly | X | |
| Doc 6 | File 1 | Family Court | 1 pg. | Form 3b | Monthly | X | |
| | | | 6 pgs. | Form 4 | Monthly | X | |
| | File 2 | SCU | 1 pg. | Form 3b | Monthly | X | |
| | | | 6 pgs. | Form 4 | Monthly | X | |
| | File 3 | Client | 2 pgs. | Form 3a | Monthly | X | |
| | | | 6 pgs. | Form 4 | Monthly | X | |
| | File 4 | Respondent | 2 pgs. | Form 3a | Monthly | X | |
| | | | 6 pgs. | Form 4 | Monthly | X | |
| Doc 7 | File 1 | Supreme Court | 1 pg. | Form 3b | Monthly | X | |
| | | | 6 pgs. | Form 5 | Monthly | X | |

| | | | | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------|--------|------------|--------|---------|---------|---|--|
| | File 2 | SCU | 1 pg. | Form 3b | Monthly | X | |
| | | | 6 pgs. | Form 5 | Monthly | X | |
| | File 3 | Client | 2 pgs. | Form 3a | Monthly | X | |
| | | | 6 pgs. | Form 5 | Monthly | X | |
| | File 4 | Respondent | 2 pgs. | Form 3a | Monthly | X | |
| | | | 6 pgs. | Form 5 | Monthly | X | |
| Doc 8 | File 1 | Client | 1 pg. | Form 12 | Daily | X | |
| | File 2 | Respondent | 1 pg. | Form 12 | Daily | X | |
| Doc 9 | File 1 | Respondent | 1 pg. | Form 13 | Daily | X | |
| | File 2 | Client | 1 pg. | Form 13 | Daily | X | |
| | File 3 | Court | 1 pg. | Form 13 | Daily | X | |
| Important Notice Regarding Right to Request Review and Adjustment of Your Support Order | | | 1 pg. | | Daily | X | |
| Notice to Withdraw Adjusted Order of Support | | | 1 pg. | | Daily | X | |
| Income Withholding Order: | | | | | | | |
| Respondent Income Withholding Order - Immediate RIMD | | | 5 pgs. | | Daily | X | |
| Respondent Income Withholding Order - Default RDEF | | | 5 pgs. | | Daily | X | |
| Employer Income Withholding Order - Immediate EIMD | | | 5 pgs. | | Daily | X | |
| Employer Income Withholding Order - Default EDEF | | | 5 pgs. | | Daily | X | |
| Termination of Income Withholding Order for Support Enforcement | | | 5 pgs. | | Daily | X | |
| Wage and Health Benefits Report WHBR | | | 2 pgs. | | Daily | X | |
| Address Information Request PCL | | | 1 pg. | | Daily | X | |
| Notice Regarding Referral of Your Case to the New York State Department of Taxation and Finance for Your Failure to Pay Child Support | | | 3 pgs. | | Monthly | X | |
| Employer Compliance Notice EMPCL | | | 1 pg. | | Daily | X | |
| DMV: | | | | | | | |

| | | | | | | | |
|------------------------------------------------------------------------------------|--|--|--------|--|----------------|---|--|
| Notice Regarding Your Driving Privileges and Your Failure to Pay Child Support DMV | | | 4 pgs. | | Weekly | X | |
| Notice of First Failure to Comply with Payment Plan DMV | | | 2 pgs. | | Daily | X | |
| Second Notice of Failure to Comply with Payment Plan DMV | | | 2 pgs. | | Daily | X | |
| Parent Locator Search Results: | | | 1 pg. | | Weekly | X | |
| Credit Reporting: | | | | | | | |
| Report to Consumer Reporting Agencies - NYC | | | 2 pgs. | | Monthly | X | |
| Report to Consumer Reporting Agencies - ROS | | | 1 pg. | | Monthly | X | |
| Respondent Bill- Weekly on New Accounts, then Monthly: | | | | | | | |
| Summary of Support Account - NYC | | | 2 pgs. | | Weekly/Monthly | X | |
| Summary of Support Account - ROS | | | 1 pgs. | | Weekly/Monthly | X | |
| Client Monthly Notice: | | | | | | | |
| Monthly Notice of Support Payments - NYC | | | 4 pgs. | | Monthly | X | |
| Monthly Notice of Support Payments - ROS | | | 2 pgs. | | Monthly | X | |
| Client Annual Notice: | | | | | | | |
| Annual Notice of Support Payments - NYC | | | 4 pgs. | | Annually | X | |
| Annual Notice of Support Payments - ROS | | | 2 pgs. | | Annually | X | |
| Locate Data Sheet | | | 1 pg. | | Weekly | X | |
| Client PIN Notice: | | | | | | | |
| Child Support Information Line (CSIL) Important Notice - NYC | | | 5 pgs. | | Weekly | X | |
| Child Support Information Line (CSIL) Important Notice - ROS | | | 1 pg. | | Weekly | X | |
| Respondent PIN Notice | | | 1 pg. | | Weekly | X | |

| | | | | | | | |
|-----------------------------------------------------------------------|--|--|---------|--|----------|---|--|
| Debit Card Pre-Enrollment Notice | | | 4 pgs. | | Weekly | X | |
| Tax Offset: | | | | | | | |
| Tax Offset Special Notice - NYC | | | 10 pgs. | | Annually | X | |
| Tax Offset Special Notice - ROS | | | 6 pgs. | | Annually | X | |
| Property Execution: | | | | | | | |
| Restraining Notice | | | 3 pgs. | | Daily | X | |
| Restraining Notice to Respondent ROS | | | 7 pgs. | | Daily | X | |
| Restraining Notice to Respondent NYC | | | 9 pgs. | | Daily | X | |
| Execution and Notice | | | 4 pgs. | | Daily | X | |
| Execution and Notice - Respondent | | | 4 pgs. | | Daily | X | |
| Notice to Vacate Restraining Notice or Execution | | | 1 pg. | | Daily | X | |
| Notice to Vacate Restraining Notice or Execution - Respondent | | | 2 pgs. | | Daily | X | |
| Lien: | | | | | | | |
| Notice of Intent to File Lien - Respondent - ROS | | | 4 pgs. | | Daily | X | |
| Notice of Intent to File Lien - Respondent - NYC | | | 6 pgs. | | Daily | X | |
| Notice of Lien | | | 4 pgs. | | Daily | X | |
| Notice of Lien - Respondent | | | 4 pgs. | | Daily | X | |
| Release of Lien | | | 2 pgs. | | Daily | X | |
| Release of Lien - Respondent | | | 2 pgs. | | Daily | X | |
| Medical Execution: | | | | | | | |
| National Medical Support Notice - MEDX - Employer | | | 12 pgs. | | Daily | X | |
| National Medical Support Notice - MEDX - Respondent | | | 10 pgs. | | Daily | X | |
| Notice of Health Insurance Coverage for Children Available - Client | | | 2 pgs. | | Daily | X | |
| Notice of Health Insurance Coverage for Children Unavailable - Client | | | 1 pg. | | Daily | X | |
| Reminder to Employer to Respond to MEDX Notice | | | 1 pg. | | Daily | X | |

| | | | | | | | |
|----------------------------------------------------------------------|--|--|--------|--|---------|---|--|
| Termination of MEDX - Employer | | | 1 pg. | | Daily | X | |
| License Suspension Notice - Respondent | | | 4 pgs. | | Monthly | X | |
| Case Closure: | | | | | | | |
| Contact Letter - Client | | | 1 pg. | | Monthly | X | |
| Case Closure Notice - Client | | | 1 pg. | | Monthly | X | |
| Case Closure Notice - Other State Agency | | | 1 pg. | | Monthly | X | |
| Continuation of IV-D Services when Public Assistances Closes: | | | | | | | |
| Continuation of Child Support Services - Client - NYC | | | 3 pgs. | | Weekly | X | |
| Continuation of Child Support Services - Client - ROS | | | 1 pg. | | Weekly | X | |

NOTE: for COLA Doc 1, 2, 6 and 7; NYC only includes a Query

EXHIBIT 5 REFERENCE LIBRARY

- H.1 Please note the items below will be made available to the successful bidder upon award. Data Capture Documents
- H.2 Document Storage and Retrieval Formats
- H.3 OTDA Manuals:
 - Address Update
 - Noncustodial Parent
 - Custodial Parent
 - Refund Checks
 - Bankruptcy Notice Processing
 - Child Support Helpline Noncustodial Parent Address Update
 - Child Support System Instructions for Use
 - Domestic Financial Instruments Deposit Preparation Procedures
 - Foreign Currency Deposit Preparation Procedures
 - Interstate Case Registry Automation
 - Interstate Case Registry Mail Sorting and Processing
 - Lump Sum Inquiry Processing
 - Medical Support Execution Data Capture
 - Multiple Document Data Capture
 - Wage and Health Benefits Report
 - Income Withholding for Support/Notice to Withhold Income
 - Employer Compliance Notice
 - Support Withholding Reminder
 - Website Data File
 - New York City Custodial Parent Address Update and Data Capture
 - Non-IV-D Case and Account Building and Maintenance
 - Noncustodial Parent State Earned Income Credit Requests
 - Payment Identification
 - Payment Images Instruction Manual
 - Personal Identification Number Notice Generation
 - Property Execution Data Capture
 - Proration of Payments
 - Putative Father Registry Data Capture
 - Putative Father Registry Record Deletion Data Capture
- H.4 Sample of Notices
 - OTDA Notices
 - SDU Letters
- H.5 Voice Response System
 - Script (English and Spanish)
 - Telecommunications Specifications
- H.6 Turnover
 - Current Vendor Plan

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APPENDIX Y

Service-Disabled Veteran-Owned Businesses (SDVOB) Participation Requirements for NYS Office of Temporary and Disability Assistance Contracts

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), thereby further integrating such businesses into New York State’s economy. OTDA recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OTDA contracts.

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

I. Contract Goals

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

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to OTDA.

- C. OTDA will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of OTDA acceptance or issue a notice of deficiency within 20 days of receipt.
- D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to OTDA a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OTDA to be inadequate, OTDA shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by OTDA, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. OTDA may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an SDVOB Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OTDA determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OTDA shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the designated contacts at OTDA for guidance.
- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by OTDA at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OTDA shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OTDA, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OTDA, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OTDA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a

request for partial or total waiver of SDVOB contract goals. Waiver requests should be sent to OTDA.

IV. Required Good Faith Efforts

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

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OTDA with certified SDVOBs whom OTDA determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to OTDA during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available on the OTDA website and should be completed by the Contractor and submitted to OTDA, by the 7th day of each month during the term of the Contract, for the preceding month's activity to the contract's designated Contract/Program Manager at OTDA.

Appendix Z

Minority and Women-Owned Business Enterprise (MWBE) participation requirements for all NYS Office of Temporary and Disability Assistance Contracts

I. General Provisions

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

II. Contract Goals

- A. For purposes of this Contract, OTDA hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State-certified minority-owned business enterprise (“MBE”) participation and 15% for New York State-certified women-owned business enterprise (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women’s Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.



- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract]

- D. The Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
 - 1. Evidence of outreach to MWBEs;
 - 2. Any responses by MWBEs to the Contractor’s outreach;
 - 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by OTDA with MWBEs; and,
 - 5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity (“EEO”)

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

- B. In performing the Contract, the Contractor shall:
 - 1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2. The Contractor shall submit an EEO policy statement to OTDA within seventy-two (72) hours after the date of the notice by OTDA to award the Contract to the Contractor.
 - 3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, OTDA may require the Contractor or subcontractor to adopt a model statement (see Form



OTDA-4970 Minority and Women-owned Business Enterprise – Equal Employment Opportunity Policy Statement).

4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form OTDA-4934 - Staffing Plan

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

D. Form OTDA-4971 - Workforce Utilization Report

To ensure compliance with this Section, the Contractor shall do the following:

1. Complete a Workforce Utilization Report and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by OTDA on a QUARTERLY basis during the term of the Contract.



2. Separate forms shall be completed by the Contractor and any subcontractors.
 3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.
- E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by OTDA, through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to OTDA, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OTDA shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

V. Waivers

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by OTDA. Such waiver request must be supported by evidence of the Contractor’s good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, OTDA shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If OTDA, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, OTDA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business

days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to OTDA by the 10th day following the end of each quarter during the term of the Contract.

VII. Liquidated Damages - MWBE Participation

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