

**STATE OF NEW YORK**  
**OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE**

**INVITATION FOR BIDS**

**IFB # 2023-03**

**BANKING SERVICES IN SUPPORT OF CENTRALIZED SUPPORT  
COLLECTIONS AND ENFORCEMENT**

**ISSUED: JULY 7, 2023**

**PROPOSALS DUE: SEPTEMBER 14, 2023**

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## 1.0 Calendar of Events

<b>Banking Services in Support of Centralized Support Collections and Enforcement IFB – IFB #2023-03</b>	
<b>Event</b>	<b>Date</b>
Issuance of Invitation for Bids	July 7, 2023
Offeror's Conference	July 28, 2023 at 2:00 pm ET
<b>Deadline for Submission of Written Questions</b>	<b>August 4, 2023 at 3:00 pm ET</b>
Responses for Written Questions Posted (on or about)	August 11, 2023
<b>Deadline for Submission of Written Questions Round 2</b>	<b>August 18, 2023</b>
Responses to Written Questions Round 2 Posted (on or about)	August 25, 2023
<b>Deadline for Submission of Proposals</b>	<b>September 14, 2023 at 3:00 pm ET</b>
<i>Anticipated</i> Notification of Award	TBD
<i>Anticipated</i> Approval of Contract	TBD
<i>Anticipated</i> Commencement of Work	TBD

## 2.0 General Description of Services and Definitions

This Invitation for Bid (IFB) is being issued by the New York State Office of Temporary and Disability Assistance (OTDA) for the State of New York to obtain banking services for each of the fifty-eight (58) local district Support Collection Units (SCUs) for whom the OTDA is contracting for Centralized Support Collection and Enforcement functions on their behalf, and to obtain banking services for the OTDA in support of Centralized Support Collection and Disbursement functions performed for Non-IV-D Services cases. A "Non-IV-D Services" case is 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.

### 2.1. Definitions

Definitions for this IFB are in Appendix F Glossary, Appendix B Section 2, and Appendix B-1 Section 1.

The terms "bidders" and "offerors" are used interchangeably. For purposes of this IFB, the use of the terms "shall", "must", and "will" are used interchangeably when describing the Offerors duties.

## **2.2. Important Information**

This IFB 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 1.0 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 IFB.

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 IFB and will be incorporated, without change or amendment, into the Contract between OTDA and the successful Offeror. By submitting a response to the IFB, the Offeror agrees to comply with all the provisions of Appendix A.

The Offeror is also required to review Appendix B OTDA Terms and Conditions, Appendix B-1 OTDA Security And Confidentiality Terms, and Appendix T, the Draft Contract Agreement, as should it be selected for Contract award it must be willing to enter into an Agreement which includes their material terms. Any proposed modifications to this IFB and the terms and conditions in the Appendices thereto must be presented by Offerors during the Questions and Answers periods. OTDA cannot accept any "material" change to the terms, requirements or specifications set out in the IFB, as amended by the Questions and Answers. To assess whether a potential change during Contract negotiations constitutes a material change, the question should be asked: Would other bidders or non-bidders have responded differently if the term or condition to be changed as a result of negotiation had been included in the IFB?" If the answer is "yes" or "possibly," then the provision may not be changed.

Offerors may submit industry standard banking services materials to be considered for incorporation into the Contract. However, nothing contained therein shall be effective to the extent that it constitutes 1) a material change with the terms or requirements of this IFB or 2) a deviation from standard banking industry terms or conditions. Proposed industry standard banking terms and conditions should be submitted with a Proposal as an attachment to the Administrative Proposal (see Section 5.1).

## **2.3. Term of the Agreement**

The term of the Agreement will be for a period of five (5) years of Banking Services, with an additional transition period to begin January 2, 2024 or upon approval of the Contract by the Office of State Comptroller, whichever is later. The 5 years of services will begin April 1, 2024.

The Agreement will not become effective until it has been executed and signed by all appropriate State agencies, including the Office of the State Comptroller, and shall continue for its Term, subject to the termination provisions of Appendix B, Section 35.

## **3.0 Scope of Work**

Through this IFB, OTDA is seeking competitive proposals from qualified vendors to provide banking services for each of the fifty-eight (58) local district SCUs for which the OTDA is contracting for Centralized Support Collection and Enforcement functions on their behalf, and to obtain banking services for the OTDA in support of Centralized Support Collection and Disbursement functions.

The Services requested are detailed in Appendix W (Scope of Work).

### **3.1. Minimum Mandatory Requirements**

Offerors must meet the following Minimum Mandatory Requirements:

- A. The Bidder must be a New York state or federally chartered bank authorized to do business in New York State and must have at least one bank or office with a physical location in New York State. The Contractor must maintain such status and a physical location in the State throughout the term of the Contract.
- B. The Bidder must have at least three (3) years' experience providing deposit, disbursement, and cash management services within the past ten years.

In each of the three qualifying years, the Bidder must have:

- (i) at least one contract (specify the years of the contract and the name of the client as indicated in Appendix C) under which the Bidder processed at least eight (8) million outgoing ACH transactions per year; and
- (ii) at least one contract (specify the years of the contract and the name of the client as indicated in Appendix C) under which the Bidder processed at least two (2) million Image Cash Letter transactions per year.

One contract can be used to meet both the requirements above, in B. (i) and B. (ii).

- C. The Bidder must have and maintain a Kroll Bond Rating Agency (KBRA) financial rating of at least "B", as published in the most current KBRA report as of the date the Proposal is due as defined in Section 1.0 Calendar of Events.
- D. The Bidder must be a member of the National Automated Clearing House Association ("Nacha"). The Contractor agrees to comply with all the Nacha Operating Rules ("Nacha Rules" or "The rules and guidelines administered by Nacha that govern the electronic movement of money and data in the United States") throughout the term of the Contract.
- E. The Bidder must be able to act as both an Originating Depository Financial Institution ("ODFI") and a Receiving Depository Financial Institution ("RDFI") – able to both initiate and receive ACH entries.
- F. Sections 105 and 106 of the New York State Finance Law require financial institutions holding deposits of New York State monies to pledge collateral with OSC to the extent deemed appropriate by OSC. As required by such law, the Bidder must agree to pledge securities or to obtain a surety bond by companies with the highest ratings issued by nationally recognized statistical rating organizations to secure the State's interest in any depository account and any "pass-through" accounts to the extent deemed appropriate by OSC. OSC shall establish and periodically review and adjust, as necessary, the amounts held as collateral. Collateral must be held at the New York State fiscal agent. OSC reserves the right to periodically verify the amount of collateral held.

**Failure to meet a Minimum Mandatory Requirement in this Section 3.1 or any other requirement in the IFB deemed material by OTDA shall result in a non-responsive Proposal which will be disqualified.**

### **4.0 Administrative Information**

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](http://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.

#### **4.1. 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 IFB until the resultant Contract is approved by the Office of the New York State Comptroller (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](mailto:procurements@otda.ny.gov)

Other permissible POCs for this procurement are:

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

Jason Wilkie  
NYS Office of Temporary and Disability Assistance  
Bureau of Contract Management  
40 North Pearl Street, Suite 12D  
Albany, New York 12243  
Phone: (518) 486-6352  
Email Address: [procurements@otda.ny.gov](mailto: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](mailto: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 IFB;
- The participation in any conference or presentation required under the IFB;
- The submission of Questions as permitted under the IFB;
- 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; and
- 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 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: <http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html>.

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.

#### **4.2. Offerors' Conference**

OTDA will convene an optional Offerors' Conference via teleconference at the time and date specified in Section 1.0 (Calendar of Events). Interested Offerors may attend the Offerors' Conference and should submit their request to attend by email to [procurements@otda.ny.gov](mailto:procurements@otda.ny.gov) no later than 3:00 pm ET three (3) calendar days prior to the date of the Offerors' Conference. The email should include the following:

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

The agenda to the Offerors' Conference will be emailed to all Offerors known to OTDA confirming the date, time, and location prior to the Offerors' 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.

#### **4.3. Questions**

There will be two opportunities for submission of written questions and requests for clarification with regard to this IFB. The second round of questions shall be limited to follow-up questions regarding an answer provided by OTDA in round one. OTDA will not respond to any new questions in round 2.

All questions should be submitted using the Appendix Q - Question Submission Form. Each question or request for clarification of this IFB should cite the particular IFB Section and paragraph number where applicable. A question or clarification during the second round must reference the answer provided by OTDA during the round one period.

Questions must be submitted to the primary POC (Section 4.1) via email to: [procurements@otda.ny.gov](mailto:procurements@otda.ny.gov), no later than the Deadline for Submission of Written Questions as specified in Section 1.0 (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 IFB, 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 on or about the date specified in Section 1.0 (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.

#### **4.4. Right to Modify IFB**

OTDA reserves the right to modify any part of this IFB, 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 1.0 (Calendar of Events). Modifications to this IFB shall be made by issuance of amendments and/or addenda and posted to 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 IFB, as deemed necessary by OTDA, will be posted to the OTDA website. OTDA also reserves the right to cancel this IFB, in whole or in part, and to reject any and all Proposals.

#### **4.5. 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 IFB, the respondent agrees that OTDA may withhold payment pursuant to any Contract awarded as a result of this IFB 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 IFB, 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:

- A. 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.

- B. 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 the 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:

- a) If a respondent fails to submit an MWBE Utilization Plan;
- b) If a respondent fails to submit a written remedy to a notice of deficiency;
- c) If a respondent fails to submit a request for waiver; or
- d) 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 7<sup>th</sup> 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 sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**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.**

#### **4.6. Service-Disabled Veteran-Owned Business Enterprises (SDVOB) in State Contracting**

- G. 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: [http://ogs.ny.gov/Core/docs/CertifiedNYS\\_SDVOB.pdf](http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf)
- H. 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 (MWBs), consistent with current State law (Executive Law Article 15-A).
- I. 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%.

- J. 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.
- K. **NOTE:** Information about SDVOB certification and set asides for SDVOB participation in public procurement can be found at: <http://www.ogs.ny.gov/Core/SDVOBA.asp>, which provides certification information and guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.

#### **4.7. Travel**

Travel time and travel expenses are NOT reimbursable under the contract resulting from this IFB.

#### **4.8. Subcontracting**

It is OTDA's intention to contract with a single prime contractor for the provisions of the Banking Services outlined in this IFB and Appendix W Scope of Work. In the event that the Contractor utilizes Subcontractors to perform any required services pursuant to the Agreement resulting from this IFB, 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 IFB as are deemed necessary by OTDA prior to any such proposed Subcontractor's services under the Agreement resulting from this IFB. 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 resulting from this IFB.

Failure to disclose the identity of any and all Subcontractors 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 IFB. The Subcontractor and Supplier Identification form can be found in Appendix E (Administrative Forms).

#### **4.9. 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, 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 Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements") as they may be amended from time to time. The Offeror shall certify that all of its employees and those of its subcontractors who are former employees of the State, and who are assigned to perform services under the Agreement resulting from this IFB, shall be assigned in accordance with all Ethics Requirements. During the term of the Agreement resulting from this IFB, no person who is employed by the Offeror or its Subcontractors, and who is disqualified from providing services under the Agreement resulting from this IFB pursuant to any Ethics Requirements, may share in any net revenues of the Offeror or its Subcontractors derived from

the Agreement resulting from this IFB. 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 Joint Commission on Public Ethics, and, if deemed appropriate by OTDA, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. OTDA shall have the right to withdraw or withhold approval of any subcontract if utilizing such subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. OTDA shall have the right to terminate the Agreement, resulting from this solicitation at any time if any work performed thereunder is in conflict with any of the Ethics Requirements.

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

- a) He/she has read and understands the provisions applicable to post-employment restrictions affecting former State officers and employees.
  - i. Public Officers Law § 73(8)(a)(i), (the two-year bar); and
  - ii. Public Officers Law § 73(8)(a)(ii), (the lifetime bar);
- b) Submission of this proposal does not violate either provision;
- c) He/she is familiar with the Bidder's employees, and its agents;
- d) No violation shall occur by entering into a Contract or in performance of the contractual services;
- e) This certification is material to the Proposal; and
- f) He/she understands that OTDA intends to rely on this certification.

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:

The New York State Joint Commission on Public Ethics  
540 Broadway  
Albany, NY 12207  
Telephone #: (518) 408-3976

## **5.0 Bid Format and Content**

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

**OTDA will not be responsible for expenses incurred in preparing and submitting the Bid Proposals. Such costs must NOT be included in the Proposal.**

## 5.1. Bid 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.

A. Please provide the following administrative forms in the same order in which they are requested:

1. 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.

2. Appendix E – Administrative Forms, Vendor's Standard Response Forms:

a) MacBride Fair Employment Principle

b) Prohibiting Contracts with Entities that Support Discrimination – EO 177 Certification

c) 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 [www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) 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 [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

Bidders opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website: [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep).

d) Non-Collusive Bidding

e) Offeror disclosure of Non-Responsibility Determinations

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

g) Contractor's Certification/Acknowledgement/Understanding

h) Offeror Assurance of No Conflict of Interest or Detrimental Effect

i) Subcontractor and Supplier ID Form

j) Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia - EO 16 Certification, and

k) Sexual Harassment Prevention Certification - State Finance Law §139-I.

3. Appendix Z - MWBE Participation Requirements Forms. Offerors are required to comply with MWBE participation requirements. 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>.

- a) Form OTDA-4970 Offeror's Equal Opportunity Policy Statement as described in Clause 12 of Appendix A – Standard Clauses for NYS Contracts
- b) Form OTDA-4934 (Offeror's EEO Staffing Plan of Anticipated Workforce)
- c) Form OTDA-4937 (Offeror's MWBE Utilization Plan)
- d) Form OTDA-4938 (Offeror's MWBE Subcontractors and Suppliers Letter of Intent to Participate)
- e) Form OTDA-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 OTDA-4969 (Request for Waiver) contained in Appendix E of this IFB, 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.

4. Appendix Y - Service Disabled Veteran-Owned Business Participation Form SDVOB-100 (SDVOB Utilization Plan). SDVOB forms can be found in Appendix E (Administrative Forms).

Note: Offerors may apply for a partial or total waiver of SDVOB participation requirements by submitting form SDVOB-200 (Application for Waiver of SDVOB Participation Goal) and including all required documentation. Waivers will be granted only when the Offeror cannot, after a good faith effort, comply with the SDVOB participation requirements set forth under this procurement.

5. Submit as an attachment to the Administrative Proposal any Contractor's Banking Services Schedules, the standard bank-related documents Contractor is required by law to include in a banking contract. Nothing contained in such Contractor's Banking Services Schedules will be effective to the extent that it constitutes a material variation of the terms or requirements in the IFB.

B. Submit a completed and signed Appendix P - Financial Proposal in Excel and PDF format. Failure to comply with the mandatory format and content requirements may result in disqualification.

C. 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.



1. Security, Nondisclosure, Confidentiality and Press Releases Agreement (See Appendix B1)
2. ST-220 CA, Sales and Compensating Use Tax Certification (See [Form ST-220-CA:12/11: Contractor Certification to Covered Agency, st220ca \(ny.gov\)](#))
3. Insurance Documentation, including Workers' Compensation and Disability Benefits (See Appendix I)

## **5.2. 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 4 of Appendix B.

## **6.0 Bid Proposal Submission**

To be considered responsive, the Offeror must submit a complete response to this IFB 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 B below) and received by the date and time indicated for Deadline for Submission of Proposals as specified in Section 1.0 (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 (IFB #2023-03)  
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 4.1 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 as set forth in Section 1.0 Calendar of Events of this IFB by written notification to OTDA. An authorized agent of the Offeror must sign the notice of withdrawal. The Proposal may thereafter be resubmitted, but not after the Deadline for Submission of Proposals specified in Section 1.0 Calendar of Events. Modifications to a Proposal offered in any other manner, oral or written, will not be considered.

Each Offeror must submit SEALED AND LABELED Bid Proposals, as follows:

**A. Bid Proposal:**

**TWO original signed versions must be submitted.**

**B. Electronic Copy of Bid Proposals:**

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

**Clearly mark the outside envelope of your sealed Proposals, and CD as “IFB# 2023-03 Banking Services in Support of Centralized Support Collections and Enforcement – Proposal submitted by (Offeror’s name).”**

## **7.0 Evaluation Process/Criteria**

### **7.1. General Information**

At the discretion of the OTDA, all bids may be rejected.

OTDA will award a contract to the responsible and responsive Offeror who submits the lowest total bid. In order to be considered responsive, the bid must include the required material documents, and meet the minimum mandatory qualifications as stated in the IFB Section 3.1.

Bids that do not meet the minimum mandatory qualifications will not be considered for award.

Once an Offeror is selected, OTDA will provide a Contract to the Selected vendor for signature.

Offerors may be requested, by OTDA, to clarify the contents of their bids. Other than to provide such information as may be requested by OTDA, no Offeror will be allowed to alter its bid after the Deadline for Submission of Proposals listed in Section 1.0 Calendar of Events.

### **7.2. Administrative 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 5.0 (Bid Format and Content) and Section 6.0 (Bid Proposal Submission), and include the proper documentation, including all documentation required for the Bid Proposal, as stated in this IFB. 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.

### **7.3. Review Responsiveness and Responsibility of Apparent Low Bid**

The lowest priced bid submission will be further evaluated to determine responsiveness and responsibility of the Offeror. OTDA will verify that:

- 1) the winning bid is responsive by meeting the mandatory requirements and material specifications of the IFB; and
- 2) the winning bidder is responsible.

If the apparent low bidder is not found to be responsive or responsible, the bid must be rejected and the next lowest price bid must be reviewed. OTDA will provide written notice to an apparent low bidder who is being rejected as non-responsive or non-responsible, with an opportunity for the Offeror to rebut the concerns in writing.

### **8.0 Method of Award**

The award shall be made on the basis of lowest price among responsible and responsive offers (State Finance Law §163(3)(a)(ii)).

In the event of a tie, the determining factor(s) for award, in descending order of importance, will be:

- The tied bidders will be given the opportunity to provide their best and final bid price to OTDA, and after evaluation of these revised bids, the award will then be made to the lowest bidder.
- MWBE/SDVOB Utilization

#### **8.1. Award Recommendation and Agreement**

The Evaluation Committee will submit a recommendation for award to the responsible and responsive Offeror with the lowest total bid.

OTDA will notify the awarded Offeror, and Offeror(s) not selected for award. The awarded Offeror will enter into a written Agreement as set forth in Appendix T, which includes the terms and condition in Appendix A, Appendix B, and Appendix B-1. 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.

### **9.0 Appendices**

The following Appendices are incorporated by reference in the IFB:

- Appendix A Standard Clauses for New York State Contracts
- Appendix B OTDA Terms and Conditions
- Appendix B-1 OTDA Security and Confidentiality Terms
- Appendix C Offeror's Certified Statements
- Appendix E Administrative Forms
- Appendix F Glossary
- Appendix I New York State Insurance Requirements

Appendix P	Financial Proposal
Appendix Q	Question Submission Form
Appendix S	Samples
Appendix T	Draft Contract Agreement
Appendix W	Scope of Work
Appendix Y	Service-Disabled Veteran-Owned Business Enterprises Requirements
Appendix Z	Minority and Women-Owned Business Enterprise (MWBE) Equal Opportunity (EEO) Participation and Workforce Utilization Requirements

**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  
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email: [mwbebusinessdev@esd.ny.gov](mailto: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**

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

## **GENERAL**

### **1. ETHICS COMPLIANCE**

All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. 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. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

Contractors, consultants, vendors, and subcontractors may hire former State agency, OTDA or State authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of OTDA may neither appear nor practice before OTDA, nor receive compensation for services rendered on a matter before OTDA, for a period of two years following their separation from OTDA service. In addition, former State and OTDA employees are subject to a "lifetime bar" from appearing before OTDA or receiving compensation for services regarding any transaction in which they personally participated, or which was under their active consideration during their tenure with the State or OTDA. 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 Offeror's Disclosure of Former State Employees form included in (APPENDIX E), as part of their bid proposal.

### **2. DEFINITIONS**

Terms used in the Agreement shall have the following meanings:

- 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 to provide Products.
- d. **BID SPECIFICATIONS** means a written description drafted by OTDA setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a Product, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work.
- e. **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 a "Contractor."
- f. **SPECIFICATIONS** mean the terms and conditions set forth in the negotiated Agreement and associated documents.
- g. **BUSINESS DAY** means any day which is neither a Saturday, Sunday, nor an official New York State or federal holiday.
- h. **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 determined by applicable laws and regulations.
- i. **CONTRACT APPROVAL DATE** means the date upon which OSC approves the Contract.
- j. **CONTRACT TERM** or **TERM** means the period beginning on the date OSC approves the Contract and ending on the date the Contract expires or terminates, unless otherwise specified in the Solicitation.

- k. **CONTRACTOR** means the successful Bidder to whom a Contract has been awarded by OTDA.
- l. **COMMODITIES** means material goods, supplies, products, construction items or other standard articles of commerce (other than technology) that are the subject of any purchase or exchange.
- m. **DOCUMENTATION** means the complete set of manuals (e.g., user, installation, instruction 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. **INVITATION FOR BIDS** or **IFB** means a type of Solicitation that is most typically used for procurements where requirements can be stated, and award will be made based on lowest price to the responsive and responsible Bidder or Bidders.
- p. **OSC** means the Office of the Comptroller of New York State.
- q. **OTDA** means the New York State Office of Temporary and Disability Assistance.
- r. **PRODUCT(S)** means items or deliverables under a Solicitation or Contract which may include commodities, services and/or technology, as applicable.
- s. **REQUEST FOR PROPOSALS** or **RFP** means a type of Solicitation that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the award will be made based on “best value,” as defined by the State Finance Law, to one or more responsive and responsible Bidders, and as identified more specifically in the RFP issued herein (if any).
- t. **REQUEST FOR QUOTATION** or **RFQ** means a procurement method that can be used in situations such as single source, or emergency purchases.
- u. **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.
- v. **RESPONSIVE BIDDER** means a Bidder meeting the specifications or requirements prescribed in the Solicitation, as determined by OTDA.
- w. **SERVICES** means the performance of a task or tasks as described in the Agreement.
- x. **SINGLE SOURCE** means a procurement where two or more Bidders can supply the required Product, and OTDA may award the contract to one Bidder over the other.
- y. **SITE** means the location (street address) where Product will be delivered or executed.
- z. **SOLE SOURCE** means a procurement where only one Bidder is capable of supplying the required Product.
- aa. **SOLICITATION** means writings by OTDA setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include but are not limited to: Invitation for Bids (IFB), Request for Quotations (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions that are incorporated by reference, including but not limited to APPENDIX A (Standard Clauses for NYS Contracts), APPENDIX B (General Specifications), and identified attachments. Where the procurement is undertaken on a non-competitive basis, the term “Solicitation” shall be deemed to refer to all the terms and conditions identified in the Contract.
- bb. **STATE** means the State of New York.
- cc. **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.

**dd. SUBMISSION DATE** means the date on which Proposals are due to OTDA.

**ee. TECHNICAL PROPOSAL** means the technical portion of a Bidder's Bid Proposal.

**ff. TECHNOLOGY** means a good, either new or used, or service, or a combination thereof, that results in a technical method of achieving a practical purpose or in improvements in productivity. Procurements of technology are conducted in the same manner as are procurements of services.

## **BID SUBMISSION**

### **3. BID SUBMISSION**

- a. BIDDING** All Bids, including all information and Product required by the Solicitation 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.
- b. BID OPENING** Bids may, as applicable, be opened publicly. OTDA reserves the right at any time to postpone or cancel a scheduled Bid opening.
- c. LATE BIDS** 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 Solicitation are received, (ii) in the case of a multiple award, an insufficient number of timely Bids are received to satisfy the multiple award, 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.

### **4. 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. Information in Proposals relating to Offeror price submissions, including commercial, book or list pricing, applicable discounts or final bid price and like information, shall not be entitled to confidentiality protection whether or not submitted or designated as proprietary to Offeror. All proposals will become State agency records, which will be available to the public in accordance with the Freedom on Information Law. 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.

### **5. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS**

If any portion of work being solicited is subject to the prevailing wage rate provisions of the Labor Law, then this Section shall apply:

- a. PREVAILING WAGE RATE APPLICABLE TO BIDS** A copy of the applicable prevailing wage rate schedule is incorporated into the Solicitation and may also be obtained by visiting [www.labor.ny.gov](http://www.labor.ny.gov) and typing in the search box: Prevailing Wage Schedule Request. Bidders must submit Bids which are based

upon the prevailing hourly wages, and supplements in cash or equivalent benefits (e.g., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rates for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

- b. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM** The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the prevailing wage rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term for its employees as required by law and is responsible for ensuring any Subcontractors utilized on the Contract also comply with the prevailing wage provisions of the New York State Labor Law.
- c. ARTICLE 8 CONSTRUCTION/PUBLIC WORKS CONTRACTS** In compliance with Article 8, Section 220 of the New York State Labor Law:
- i. Posting** The Contractor must publicly post on the work Site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.
  - ii. Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in the State, such records must be kept at the work Site. For building services contracts, such records must be kept at the work Site while work is being performed.
  - iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only** Contractors and Subcontractors on public works Contracts must submit monthly payroll transcripts to OTDA issuing the Purchase Order for the work. This provision does not apply to Article 9 of the Labor Law building services contracts.
  - iv. Day's Labor** No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than 5 calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract Site or for the protection of the life and limb of the persons using the Contract Site.
- d. ARTICLE 9 BUILDING SERVICES CONTRACTS** In compliance with Article 9, Section 230 of the New York State Labor Law:
- i. Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. Where the Contractor or Subcontractor maintains no regular place of business in New York State, such records must be kept at the work Site while work is being performed.
  - ii. Overtime** Employees of Contractors and Subcontractors who work in excess of eight hours in a day or forty hours in a week shall be paid at the overtime rate identified by the New York State Department of Labor.

## 6. 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.

## 7. 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.

## 8. PRODUCT REFERENCES

- a. **“Or Equal”** In all Solicitations or Bid Specifications, the words “or equal” are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. OTDA’s decision as to acceptance of the Product as equal shall be final.
- b. **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Solicitation or Bid Specifications and the written description of the Products that cannot be reconciled, then the written description shall prevail.

## 9. 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.

## 10. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS

Bids offering Products that are manufactured or produced in public institutions will be rejected.

## 11. PRICING

- a. **Unit Pricing** If required by the Solicitation, the Bidder should insert the price per unit specified, for each item unless otherwise specified in the Solicitation.
- b. **Net Pricing** Unless otherwise required by the Solicitation, prices shall be net, including transportation, travel, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination indicated in the Solicitation.
- c. **“No Charge” Bid** When Bids are requested on a number of Products as a lot, a Bidder desiring to Bid “no charge” on a Product in the lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of OTDA.
- d. **Specific price decreases:**

- i. **GSA Changes:** Where net pricing under the Contract is based on an approved General Services Administration (GSA) schedule, price decreases shall take effect automatically during the Contract term and apply to on or after the date the approved GSA schedule pricing decreases during the Contract term; or
- ii. **Commercial Price List Reductions:** Where net pricing under the Contract is based on a discount from Contractor's list prices, price decreases shall take effect automatically during the Contract term and apply to on or after the date Contractor lowers its pricing on its commercial price lists during the Contract term; or
- iii. **Special Offers/Promotions Generally:** Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or net pricing otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and
- iv. **Special Offers/Promotions to Authorized Users:** Contractor may offer other State agencies under another contracting vehicle, competitive pricing which is lower than the net pricing set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Solicitation, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific purchase order from another State agency without being in conflict with, or having any obligation to comply on a global basis with, the terms of this clause.

- e. **Cost Proposal Revisions** A Contractor may be solicited prior to Contract award to propose the best possible offer for the Product being bid on, in accordance with State Finance Law Section 163(9)(c). A cost proposal revision must be a lower price than the initial price.

## 12. SITE INSPECTION

Where a Site inspection is required, Bidder shall be required to inspect the Site, including environmental or other conditions, for pre-existing deficiencies that may affect the installed Product or that may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions that such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly provide the required Product.

## BID EVALUATION

### 13. BID EVALUATION

OTDA reserves the right to accept or reject any and all Bids, or separable portions of Bids, 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. Bid evaluation criteria for a Solicitation is set forth therein.

In the event two Bids are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent Bids as to pricing, OTDA may determine another criterion to evaluate tie bids.

### 14. QUANTITY CHANGES PRIOR TO AWARD

OTDA reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Solicitation. In the event such right is exercised, the lowest responsible Bidder meeting the Solicitation requirements will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price

may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

#### **15. 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.

#### **16. 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.

#### **17. CONTRACT PUBLICITY**

Any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract must be reviewed and approved by OTDA prior to issuance. 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**

#### **18. PROCUREMENT RIGHTS**

OTDA reserves the right to:

- a. Reject any and all Proposals 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 not met by all Proposers.
- 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 proposals of Bids.
- l. Disqualify any bidder whose conduct and/or Proposal fails to conform to the requirements of the Solicitation.
- m. Prior to the bid opening, amend the Solicitation specifications to correct errors or oversights, or to supply additional information, as it becomes available.

#### **19. CONTRACT EFFECTIVE**

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

## **20. OFFICIAL USE ONLY/NO PERSONAL USE**

The Contract is only for official use. Use of the Contract for personal or private purposes is strictly prohibited.

## **21. 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.

The Contractor may, however, offer OTDA more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to OTDA by the Contractor at the time of such offer.

Other than where such terms are more advantageous than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding unless authorized by OTDA or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (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, Purchase Orders or other documents forwarded by the Contractor for payment, notwithstanding OTDA's subsequent acceptance of Product, or that OTDA has subsequently processed such document for approval or payment.

## **22. SCOPE CHANGES**

Prior to the Contractor implementing any change in the Services, it shall obtain the consent and approval of OTDA. The Contractor shall, prior to implementation of any such change, give written notice to OTDA of the service affected, a description of the change, why it is needed, a suggested implementation approach (and testing if necessary), the cost to OTDA if any, and any other information requested by OTDA. The approval, prior to implementation, of any requested change is in the sole discretion of OTDA.

In the event that OTDA proposes a change in technology or Services, it shall, prior to implementation of any such change, give written notice to the Contractor with a description of the change, why it is needed, a suggested implementation approach (and testing if necessary), and the Contractor shall have a reasonable time to analyze the cost, if any, to the Contractor. The final determination for implementation of any requested change pursuant to this section is in the sole discretion of OTDA.

OTDA reserves the right to direct operating changes to the Contractor based on its own observations or based on suggestions made by the Contractor.

Work performed outside the scope of the Agreement or without the approval of OTDA shall not be subject to charge by the Contractor.

## **23. ESTIMATED/SPECIFIC QUANTITY CONTRACTS**

Estimated quantity contracts, also referred to as indefinite delivery/indefinite quantity contracts, are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity is implied or given.

## **24. 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 Product procured from other sources pursuant to this clause. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

## **25. PRODUCT DELIVERY**

Delivery must be made, if required, in accordance with the terms of the Contract. The decision of OTDA as to compliance with delivery terms shall be final. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify OTDA, and confirm in writing the explanation of the delay, and take

appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved by OTDA in writing.

## **26. TITLE AND RISK OF LOSS FOR PRODUCTS OTHER THAN TECHNOLOGY PRODUCTS**

Notwithstanding the form of shipment, title or other property interest, risk of loss for Products other than technology Products shall not pass from the Contractor to OTDA until the Products have been received, inspected and accepted by OTDA. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Contract. Mere acknowledgment by OTDA of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Contract may be rejected or accepted on an adjusted price basis, as determined by OTDA. Title, risk of loss, and acceptance for technology Products shall be governed by the Contract.

## **27. PRODUCT SUBSTITUTION**

In the event a specified Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure clause), a Product deemed in writing by OTDA to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to OTDA. Unless otherwise specified, any substitution of Product shall require OTDA's written approval.

## **28. REJECTED PRODUCT**

When Product is rejected, it must be removed by the Contractor from OTDA's premises within 10 calendar days of notification of rejection by OTDA. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor.

## **29. INSTALLATION**

Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the Product or render it unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or Site. Work shall be performed to cause the least inconvenience to OTDA and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

## **30. REPAIRED OR REPLACED PRODUCTS, PARTS, OR COMPONENTS**

Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including warranties, as set forth in the Warranties clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Before installation, all proposed substitutes for the original manufacturers' installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

## **31. EMPLOYEES, SUBCONTRACTORS AND AGENTS**

The Contractor will conduct background checks on all employees working on this Agreement, and shall retain only individuals with the moral fitness necessary to perform Services hereunder. If the Contractor is unable to determine an employee's fitness due to the results of a background check, then it shall forward a description of

the results to the OTDA, for review and determination. If it is later determined that the Contractor knowingly rendered a false positive determination of an employee's fitness, failed to conduct a 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, 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 because 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. The Contractor will be required to maintain records related to the background investigations performed for the term of this Agreement. 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 reserve 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 meet OTDA's reasonable expectations. 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 has final approval of any staff furnished to provide Services and may refuse to approve any staff member(s) based on its review of the staff member's integrity to perform the required Services. OTDA reserves the right to bar anyone from access to OTDA's premises and/or access to its information resources.

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.

### **32. 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.



### 33. SUBCONTRACTORS AND SUPPLIERS

OTDA reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, including, but not limited to: the company failed to solicit New York State certified minority- and women-owned business enterprises as required in prior OTDA Contracts; the fact that such Subcontractor or supplier is on the New York State Department of Labor's list of companies with which New York State cannot do business; OTDA's determination that the company is not qualified or is not responsible; or the fact that the company has previously provided unsatisfactory work or services. OTDA reserves the right to approve contracts between the Contractor and Subcontractors.

### 34. 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.

### 35. TERMINATION

- a. **Mutual Agreement** All or any part of this Agreement may be terminated by mutual written agreement of OTDA and the Contractor.
- b. **For Cause** For a material breach that remains uncured for more than 30 calendar days or other longer period as specified by written notice to the Contractor, the Contract may be terminated by OTDA for cause. Neither the State nor OTDA shall be liable for any of Contractor's costs arising from the failure to perform or the termination, including without limitation costs incurred after the date of termination. Such termination shall be upon written notice to the Contractor. 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.

A material breach means a significant and/or repeated failure(s) to deliver a Product in accordance with the timetable, price or performance standards applicable thereto, or when a material term of the Contract is breached.

- c. **For Convenience** This Contract may be terminated at any time by OTDA for convenience upon 60 calendar days or other longer period as specified by written notice, without penalty or other early termination charges due. If the Contract is terminated pursuant to this subdivision, OTDA shall remain liable for all accrued but unpaid charges incurred through the date of the termination.
- 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. **Upon Conviction of Certain Crimes** OTDA reserves the right to terminate the Contract in the event it is found that a member, partner, director or officer of Contractor is convicted of one or more of the following: Bribery Involving Public Servants and Related Offenses as defined in Article 200 of the New York State Penal Law; Corrupting the Government as defined in Article 496 of the New York State Penal Law; or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.
- h. **Mitigation of Costs** The Contractor shall not undertake any additional or new contractual obligations on or after the receipt of notice of termination without the prior written approval of OTDA. On or after the receipt of notice of termination and during the termination notice period, the Contractor shall take all commercially reasonable and prudent actions to close out unnecessary outstanding, existing obligation as economically as possible for OTDA.

### **36. SAVINGS/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.

### 37. CONTRACT INVOICING

- a. **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.

- b. **Method of Payment** OTDA and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by OTDA, in OTDA's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at [www.osc.state.ny.us](http://www.osc.state.ny.us), by e-mail at [HelpDesk@sfs.ny.gov](mailto:HelpDesk@sfs.ny.gov), or by telephone at (518) 457-7737 or toll free (877) 737-4185. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where OTDA has expressly authorized payment by paper check as set forth above.

### 38. PROMPT PAYMENTS

- a. **By State Agencies** 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 may be 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.

### 39. REMEDIES FOR BREACH

In the event that Contractor fails to observe or perform any material term or condition of the Contract and such failure remains uncured after 30 calendar days following written notice by OTDA, then OTDA may exercise all rights and remedies available under the Contract, and those available at law or in equity. Notwithstanding the foregoing, if such failure is of a nature that it cannot be cured completely within 30 calendar days and Contractor shall have commenced its cure of such failure within such period and shall thereafter diligently prosecute all steps necessary to cure such failure, such 30-day period may, in the sole discretion of OTDA, be extended for a reasonable period. It is understood and agreed that the rights and remedies available to the OTDA in the event of breach shall include 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 Product of equal or comparable quality, acquire acceptable replacement Product of lesser or

greater quality. Such purchases may be deducted from the Contract quantity without penalty or liability to the State.

- b. Withhold Payment** In any case where a reasonable question of material, uncured non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of OTDA.
- c. Reimbursement of Costs Incurred** Contractor agrees to reimburse OTDA promptly for 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 on the same or another transaction. 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. OTDA reserves the right to determine the disposition of any rebates, settlements, restitution, damages, etc., that arise from the administration of the Contract.

#### **40. 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.

#### **41. TOXIC SUBSTANCES**

Each Contractor furnishing a toxic substance, as defined by Section 875 of the Labor Law, shall provide OTDA with not less than two copies of a Safety Data Sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Safety Data Sheet must be provided to and approved by OTDA.

#### **42. 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.

#### **43. SECURITY**

Contractor warrants, covenants and represents that, in the performance of the Contract, Contractor, its agents, Subcontractors, officers, distributors, resellers 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.

#### **44. 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 Product.

#### **45. WARRANTIES**

- a. Product Performance** Contractor hereby warrants and represents that the Products acquired by OTDA 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.

**b. Title and Ownership** Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver specified license rights to any Products acquired by OTDA under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. 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.

**c. Product Warranty** Contractor further warrants and represents that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be substantially free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer (the "Product warranty period").

During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to OTDA. Contractor shall extend the Product warranty period for individual Products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual Product, or the system as a whole, requires repairs or replacement resulting in down time or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Any component or part replaced by the Contractor under the Contract warranties shall be guaranteed for the greater of: (i) the Product warranty period set forth herein; or (ii) the manufacturer's standard commercial warranty period offered for the component or part, if applicable.

All costs for materials, labor, and transportation incurred to repair or replace Products, parts, components, or systems as a whole during the warranty period shall be borne solely by the Contractor, and the State or OTDA shall in no event be liable or responsible therefor.

Where Contractor, the Third-Party Software vendor, or other third-party manufacturer markets any Product delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the Product warranty and extended warranty periods. Where such standard commercial warranty covers all or some of the Product warranty or extended warranty periods, Contractor shall be responsible for the coordination during the Product warranty or extended warranty periods with Third-Party Software vendor or other third-party manufacturers for warranty repair or replacement of Third-Party Software vendor or other third-party manufacturer's Product.

Where Contractor, Third-Party Software vendor, or other third-party manufacturer markets any Product with a standard commercial warranty that goes beyond the Product warranty or extended warranty periods, Contractor shall notify OTDA and pass through the standard commercial warranty to OTDA at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the standard commercial warranty after expiration of the Product warranty and extended warranty periods.

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.

**d. 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.

- e. **Date/Time Warranty** Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the Product Documentation, 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.  
  
Where Contractor is providing ongoing services, including but not limited to: (i) consulting, integration, code or data conversion, (ii) maintenance or support services, (iii) data entry or processing, or (iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.
- f. **Qualification Warranty** Contractor warrants that it and any subcontractors it utilizes in the performance of the services is qualified and licensed to do business in the State of New York.
- g. **Administration Warranty** Contractor warrants that it shall Maintain an adequate administrative organizational structure sufficient to discharge its contractual responsibilities. Contractor shall provide OTDA with advanced, written notification of all reductions in staff below the levels found in the Contractor's proposal.
- h. **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.
- i. **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. OTDA must notify Contractor of any services warranty deficiencies within 90 calendar days from performance of the services that gave rise to the warranty claim.
- j. **Survival of Warranties** All warranties contained in this Contract shall survive the termination of this Contract.
- k. **Prompt Notice of Breach** OTDA shall notify the Contractor in writing of any claim of breach of any warranty provided herein.
- l. **Additional Warranties** Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to OTDA.
- m. **No Limitation of Rights** The rights and remedies of the State and OTDA provided in this clause are in addition to and do not limit any rights afforded to the State and OTDA by any other clause of the Contract.

#### 46. LEGAL COMPLIANCE

Contractor represents and warrants that it shall secure all notices and 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.

#### **47. INDEMNIFICATION**

Contractor shall be fully liable for the actions of its agents, employees, partners 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.

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, partners 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.

#### **48. 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 or parts thereof, 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.

#### **49. LIMITATION OF LIABILITY**

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

- a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as 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.
- b. OTDA may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted by OTDA unless Contractor at the time of the presentation of claim shall demonstrate to OTDA's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.
- c. 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.

#### **50. DISPUTE RESOLUTION PROCEDURES**

**Policy** - It is the policy of OTDA to provide an opportunity to resolve disputes related to contract administration. 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.

**51. 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](mailto: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.

## **52. 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.

## **53. 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.

## **54. 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 or duties, tasks and obligations subsequently agreed to by the parties.

**To the extent the scope of the Solicitation or Contract includes the sale, development, maintenance, or use of Information Technology Products such as software, computer components, systems, or networks for the processing, distribution, or storage of data, the following clauses shall govern, as applicable.**

## **55. SOFTWARE LICENSE GRANT**

Where Product is acquired on a licensed basis, and unless otherwise provided or modified in the Solicitation or Contract, the following shall constitute the license grant:

- a. **License Scope.** OTDA, its agents, and subcontractors is granted a non-exclusive, perpetual license to use, copy, execute, reproduce, display, perform, and merge the Product within its business enterprise. OTDA, its agents and subcontractors shall have the right to use modifications or customizations of the Product.  
  
OTDA and Contractor may agree to alternative licensing rights (e.g., subscription, term, etc.) for specific Products, provided such agreement is reached prior to Contract approval.
- b. **License Term** The license term shall commence upon the date as indicated in the Contract.
- c. **Product Documentation** Contractor shall provide Product Documentation 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.

- d. Product Technical Support & Maintenance** OTDA shall have the option of electing the Product technical support and maintenance (“maintenance”) set forth in the Contract (if any) by giving written notice to Contractor any time during the Contract term. Contractor shall fully disclose all terms and conditions of maintenance available to OTDA, including the extent to which updates, upgrades, revisions, and new releases are included in maintenance.

Unless otherwise provided by written agreement between the Contractor and OTDA, maintenance offered shall include, at a minimum, (i) the provision of Error Corrections, updates, enhancements, revisions, Patches, and upgrades to OTDA, and (ii) help desk assistance at no additional cost, either by toll-free telephone or on-line functionality. Contractor shall maintain the Product so as to provide OTDA with the ability to utilize the Product in accordance with the Product Documentation without significant functional downtime to its ongoing business operations during the maintenance term.

OTDA shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that OTDA does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges. Contractor shall submit written notification to OTDA of the upcoming maintenance end date no later than 60 calendar days prior to such maintenance end date.

- e. Permitted License Transfers**, Licenses granted hereunder may be transferred or combined for use pursuant to governmental restructuring or reorganization (“permitted license transfers”). There shall be no additional license or other transfer fees due Contractor, provided that the consolidated enterprise is equal to the prior enterprise capacity
- f. Restricted Use By Third Parties** Third parties retained by OTDA shall have the right to use the Product to maintain OTDA’s business operations, including data processing, for the time period that they are engaged in such activities provided such third party has executed, or agrees to execute, the Product manufacturer’s standard nondisclosure or restricted use agreement, which executed agreement shall be accepted by the Contractor (“Non-Disclosure Agreement”); and such third party maintains a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for OTDA. In no event shall OTDA assume any liability for third party’s compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or OTDA.
- g. Archival Back-Up and Disaster Recovery** OTDA may use and copy the Product and related Documentation in connection with: (i) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures; (ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage; (iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. The phrase “cold site storage” means a restorable back-up copy of the Product not to be installed until the need for disaster recovery arises. The phrase “disaster recovery” means the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development. Contractor shall fully disclose all archival back-up and disaster recovery options available to OTDA (e.g., cold, warm, and hot back- up), including all terms and conditions, additional charges, or use authorizations associated with such options.
- h. Confidentiality Restrictions** If any portion of the Product or Product Documentation contains confidential, proprietary, or trade secret information, the Contractor shall identify such information in writing to OTDA. The terms of OTDA’s use and disclosure of such information shall be governed by a written agreement between the Contractor and OTDA.

## **56. PRODUCT ACCEPTANCE**

Unless otherwise provided for in the Contract, Contractor shall issue a written Notice of Completion to OTDA when a Product meets the specifications in the Contract. Subsequently, OTDA shall issue either a Notice of Acceptance or a Notice of Deficiency which sets forth defects associated with the Product. In the event a Notice of Deficiency is issued, then Contractor shall have 15 calendar days to correct such defects, and redeliver the Product to OTDA for approval. This process shall continue until OTDA has approved the Product.

Unless otherwise provided for in the Contract, OTDA shall have the option to run testing on the Product prior to acceptance, such tests and data to be specified by OTDA. The testing may, as appropriate, take the form of a documented installation test, capable of observation by OTDA, which shall be made part of the Contractor's standard documentation and shall be covered by the Product warranty. The test data shall remain accessible to OTDA after completion of the test.

Unless otherwise provided by mutual agreement of if OTDA elects to provide a deficiency statement specifying how the Product fails to meet the specifications, Contractor shall have 30 calendar days to correct the deficiency, and OTDA shall have an additional 60 calendar days to evaluate the Product as provided herein.

If the Product does not meet the specifications at the end of the testing period, as determined by OTDA, then OTDA, upon prior written notice to Contractor, may reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by OTDA to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of OTDA's agents or employees. When Product is not accepted, it must be removed by the Contractor from the premises of OTDA within 10 calendar days of notification of non-acceptance by OTDA. Rejected items not removed by the Contractor within the 10 calendar day period shall be regarded as abandoned by the Contractor and OTDA shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse OTDA for any costs incurred in storage or effecting removal or disposition after the 10-calendar day period.

## **57. NO HARDSTOP OR PASSIVE LICENSE MONITORING**

Unless otherwise expressly agreed to by the Licensee, the Product and all upgrades shall not contain any computer code that would disable the Product or upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Any Contractor access to the Product agreed to by OTDA as provided above shall be in accordance with OTDA's security or other requirements. Contractor agrees that in the event of a breach of this provision that OTDA shall not have an adequate remedy at law, including monetary damages, and that OTDA shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which OTDA shall be entitled.

## **58. OWNERSHIP/TITLE TO PROJECT DELIVERABLES**

This clause shall apply where Contractor is commissioned by OTDA to furnish project deliverables as detailed in the Contract.

### **a. Definitions**

- i. For purposes of this clause, "Products" means deliverables furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on electronic media c) Third-Party Software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines,

algorithms, formulas, Source Code, object code).

- ii. For purposes of this clause, "Existing Products" means Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular Product was in existence prior to the commencement of the project.
  - iii. For purposes of this clause, "Custom Products" means Products, preliminary, final, or otherwise, that are created or developed by Contractor, its Subcontractors, partners, employees, or agents for OTDA under the Contract.
- b. Title to Project Deliverables** Unless otherwise specified in writing in the Contract, OTDA shall have ownership and license rights as follows:
- i. Existing Products:**
    - 1) **Hardware** - Title and ownership of existing hardware Products shall pass to OTDA upon acceptance.
    - 2) **Software** - Title and ownership to existing Software Products delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other Third-Party Software vendor ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the Third-Party Software vendor. Effective upon acceptance, such Product shall be licensed to OTDA in accordance with the Contractor or Third-Party Software 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, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises OTDA as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to OTDA's satisfaction) and distribute Existing Licensed Product to OTDA up to the license capacity stated in the Contract with all license rights necessary to fully effect the general business purposes stated in the Solicitation; and (b) recognize OTDA as the licensee. Where these rights are not otherwise covered by the Third-Party Software vendor's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. OTDA shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this clause.
  - ii. **Custom Products:** Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to OTDA the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed in the course of Contractor's business. OTDA may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of OTDA taking exclusive ownership and title to such Products. In such case, OTDA shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purposes of OTDA.
- c. Contractor's Obligation with Regard to Third-Party Software** Where Contractor furnishes existing licensed Products as a project deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or the Third-Party Software vendor's standard license agreement, Contractor shall be responsible for obtaining from the Third-Party Software proprietary owner/developer the rights set forth herein to the benefit of OTDA at Contractor's sole cost and expense.

## **59. CHANGES TO PRODUCT OR SERVICE OFFERINGS**

- a. **Product or Service Discontinuance** Where Contractor is the Product manufacturer/developer, and Contractor publicly announces to all U.S. customers ("date of notice") that a Product is being withdrawn

from the U.S. market or that maintenance service or technical support provided by Contractor (“withdrawn support”) is no longer going to be offered, Contractor shall be required to: (i) notify OTDA in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) at OTDA’s option, and in order to enable OTDA to continue the use and maintain the Product, provide OTDA with a Product replacement or migration path with at least equivalent functionality at no additional charge, provided that OTDA is under contract for maintenance on the date of notice and Contractor is offering such replacement or migration path to all of its similarly situated, supported customers without additional charge.

In the event that the Contractor is not the Product manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above within 5 business days of Contractor receiving notice from the Product manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor’s obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to OTDA approval, to an alternate Subcontractor.

- b. **Product or Service Re-Bundling** In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers (“date of notice”) that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall be required to: (i) notify OTDA in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) shall submit the proposed rebundling change to OTDA for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

## 60. FEDERAL PROCUREMENT CLAUSES

In the event the Contract is Federally funded, then the following provisions shall apply:

### 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 to then be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II).

### c. 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.

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.

**e. Drug-Free Workplace Statement**

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.

**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 acquire under this Agreement.

**g. 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).

**h. 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 a part 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.



**i. Other federal requirements**

The Contractor agrees to comply with any federal requirements such as, among others not listed above, the Copeland “Anti-Kickback Act” (18 USC 874), and Section 306 of the Federal Clean Water Act 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 27 Federal Procurement Clauses and shall ensure that all sub-clients shall certify and disclose as required by any federal requirements.

## 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.

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(INDIVIDUAL's Signature)

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(INDIVIDUAL's Printed Name)

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

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(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**

**Banking Services in Support of Centralized Support Collections and Enforcement**  
**IFB #2023-03**

(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 area code): \_\_\_\_\_

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. Mandatory Requirements to Propose (Section 3.1):

<p>A. The Bidder certifies that is a New York state or federally chartered bank authorized to do business in New York State and must have at least one bank or office with a physical location in New York State. The Contractor must maintain such status and a physical location in the State throughout the term of the Contract.</p>	<p>___ Yes ___ No*</p>
<p>B. The Bidder certifies that it has at least three (3) years' experience providing deposit, disbursement, and cash management services within the past ten years.</p> <p>In each of the three qualifying years, the Bidder must have:</p> <p>(i) at least one contract (specify the years of the contract and the name of the client) under which the Bidder processed at least eight (8) million outgoing ACH transactions per year; and Years _____ Client _____</p> <p>(ii) at least one contract (specify the years of the contract and the name of the client) under which the Bidder processed at least two (2) million Image Cash Letter transactions per year. Years _____ Client _____</p> <p>One contract can be used to meet both the requirements above, in B. (i) and B. (ii).</p>	<p>___ Yes ___ No*</p>
<p>C. The Bidder certifies that it will maintain a Kroll Bond Rating Agency (KBRA) financial rating of at least "B", as published in the most current KBRA report as of the date the Proposal is due as defined in Section 1.0 Calendar of Events of the IFB.</p>	<p>___ Yes ___ No*</p>
<p>D. The Bidder certifies that it is a member of the National Automated Clearing House Association ("Nacha"). The Contractor agrees to comply with all the Nacha Operating Rules ("Nacha Rules" or "The rules and guidelines administered by Nacha that govern the electronic movement of money and data in the United States") throughout the term of the Contract.</p>	<p>___ Yes ___ No*</p>

E. The Bidder certifies that it will be able to act as both an Originating Depository Financial Institution (“ODFI”) and a Receiving Depository Financial Institution (“RDFI”) – able to both initiate and receive ACH entries.	___ Yes ___ No*
F. Sections 105 and 106 of the New York State Finance Law require financial institutions holding deposits of New York State monies to pledge collateral with OSC to the extent deemed appropriate by OSC. As required by such law, the Bidder must agree to pledge securities or to obtain a surety bond by companies with the highest ratings issued by nationally recognized statistical rating organizations to secure the State’s interest in any depository account and any “pass-through” accounts to the extent deemed appropriate by OSC. OSC shall establish and periodically review and adjust, as necessary, the amounts held as collateral. Collateral must be held at the New York State fiscal agent. OSC reserves the right to periodically verify the amount of collateral held.	___ Yes ___ No*

### 3. Offeror’s Acknowledgement of Proposal Requirements

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

G. 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*
H. 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*
I. 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*
J. The Offeror certifies that all information disclosed to the OTDA is complete, true, and accurate with regard to Conflicts of Interest.	___ Yes ___ No*
K. 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*
L. The Offeror certifies that all information disclosed to OTDA is complete, true, and accurate with regard to employment of Former State Employees.	___ Yes ___ No*

<p>M. 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.</p>	<p>___ Yes ___ No*</p>
<p>N. 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 Offeror agrees to immediately discontinue the use of such staff and notify OTDA.</p>	<p>___ Yes ___ No*</p>
<p>O. The successful Offeror agrees to undertake a background investigation of any new/replacement staff during the term of the Agreement resulting from this RFP.</p>	<p>___ Yes ___ No*</p>
<p>P. The Offeror certifies that it will maintain records related to the background investigations performed for the term of the Agreement resulting from this RFP.</p>	<p>___ Yes ___ No*</p>
<p>Q. The Offeror certifies that all information provided in connection with its proposal is true and accurate.</p>	<p>___ Yes ___ No*</p>
<p>R. 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 as a result of 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.</p>	<p>___ Yes ___ No*</p>
<p>S. The Offeror’s Legal representation has reviewed and understands Appendix T (Draft Agreement), and the Offeror is willing to enter into an Agreement substantially in accord with the terms of Appendix T (Draft Agreement), should the Offeror be selected for contract award.</p>	<p>___ Yes ___ No*</p>
<p>T. The Offeror agrees that OTDA shall have the 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.</p>	<p>___ Yes ___ No*</p>
<p>U. 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.</p>	<p>___ Yes ___ No*</p>



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

**4. 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 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 Certification<sup>1</sup>**

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

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<sup>1</sup> 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](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, or 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.

<b>Offeror's Name:</b> <b>Address:</b> <b>Email and Telephone #:</b>		<b>Procurement Title/ Contract #:</b> <b>Region/Location of Work:</b> <b>Federal ID #:</b>	
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](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 # _____
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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)*

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

**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 15<sup>th</sup> 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](mailto: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, 11<sup>th</sup> 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  
20<sup>th</sup> Floor  
Albany, NY 12239

## **Appendix F Glossary**

**"Confidential Information"** means any information where unauthorized access, disclosure, modification, or use of such information could negatively impact the State, its employees, customers, or citizens. This term shall be deemed to include, but is not limited to, the information encompassed in existing statutory definitions.

**"Deliverable"** means a component of work to be performed pursuant to the Contract.

**"Exception Month"** means any month with a special end of month processing dates that do not follow the last Friday of the month.

**"Key Staff"** means the staff identified in Appendix W.

**"Minimum Experience"** means the minimum experience required by an Offeror as set forth in IFB Section 3.1.

**"Notice of Deficiency"** means 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.

**"Specifications"** means a description of the physical or functional characteristics of a Deliverable.

**"Centralized Support Collection and Enforcement operations"** refer to the collection and disbursement of child support payments at the centralized State Disbursement Unit required by Title IV-D and operated by the Centralized Support Collection and Enforcement Contractor under contract with OTDA.

## **Appendix I New York State Insurance Requirements**

Prior to the commencement of work, the Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of the Contract, and any renewal or extensions thereof, policies of insurance as set forth in this Appendix I. All insurance required by the Appendix I shall be written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York with an A.M. Best Company rating of "A-" Class "VII" or better or as acceptable to the Office of Temporary and Disability Assistance (OTDA).

The OTDA may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is 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.

The Contractor shall deliver to the OTDA evidence of the insurance required by this Appendix I in a form acceptable to the OTDA. These policies must be written in accordance with the requirements of the paragraphs below, as applicable. Acceptance and/or approval by the OTDA does not, and shall not be construed to, relieve the Contractor of any obligations, responsibilities, or liabilities under the Contract.

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 the Contract, and any extension or holdover thereof.

### **General Conditions**

#### **A. Conditions Applicable to Insurance.**

All policies of insurance required by this Contract must comply with the following requirements:

- 1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from the Contractor are specified below in paragraph B. *Specific Coverages and Limits.*
- 2. Policy Forms.** Except as otherwise specifically provided herein or agreed to in writing by OTDA, all policies of insurance required by this section shall be written on an occurrence basis. Under certain circumstances, the OTDA may elect to accept policies written on a Claims-Made basis provided that, at a minimum, the policy remains in force throughout the performance of the services and for three (3) years after completion of the Contract. If the policy is cancelled or not renewed during that time, the Contractor must purchase, at its sole expense, Tail Coverage sufficient to cover the 3-year period after completion of the Contract. Written proof of this extended reporting period must be provided to the OTDA prior to the policy's expiration or cancellation.
- 3. Certificates of Insurance/Notices.** The Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to OTDA, (i.e., an ACORD Certificate), before commencing any work under this Contract and thereafter, pursuant to the timelines set forth in Section A.13 below. Certificates shall reference the Contract number and shall name the OTDA as the Certificate holder. Certificates shall be mailed to the: **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 the OTDA and in accordance with the New York State Insurance Law (i.e.: an ACORD Certificate);
- Disclose any Deductible, Self-Insured Retention, Aggregate Limit or any exclusion to the policy that materially changes the coverage required by the Contract;
- Specify the Additional Insureds and Named Insureds as required herein;
- Refer to this Contract by number and any other attachments on the face of the certificate;
- Be signed by an authorized representative of the insurance carriers; and
- Contain the following language in the Description of Operations/Locations/Vehicles section: Additional Insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the Additional Insureds.

ONLY original documents (Certificate(s) of Insurance, 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.

**4. Primary Coverage.** All liability insurance policies (with the exception of Professional Liability) shall provide that the required coverage shall be primary and non-contributory coverage to other insurance available to OTDA. Any other insurance maintained by OTDA shall be excess of and shall not contribute with the Contractor's insurance.

**5. Breach for Lack of Proof of Coverage.** The term of the Contract shall not commence if the coverage provisions and limits of the policies provided by the Contractor do not meet the provisions and requirements of this section or proof of compliance is not provided to the OTDA. In addition, the failure to comply with the requirements of this section at any time during the term of the contract, and any extension or holdover thereof, shall be considered a breach of the terms of the Contract and shall allow the OTDA to avail itself of all remedies available under the contract, at law or in equity.

**6. Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable Deductibles or Self-Insured Retentions for each listed policy. Deductibles or Self-Insured Retentions above \$100,000.00 are subject to approval from the OTDA. Such approval shall not be unreasonably withheld, conditioned, or delayed. The Contractor shall be solely responsible for all claim expenses and loss payments within the Deductible 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 that comply with the requirements of this section, as applicable, and maintain the same in force during the term of any work performed by that subcontractor. Required Insurance limits should be determined commensurate with the work of the 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, pursuant to the timelines set forth in Section A.13 below, as applicable, and to the 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.** 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 Contractor's right of Subrogation against The 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 provide one of the following to the OTDA prior to the commencement of the Contract: (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 The People of the State of New York and 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 The People of the State of New York and the New York State Office of Temporary and Disability Assistance and their officers, agents, and employees. 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 liability policies required below, ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of the 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), naming as Additional Insureds: The 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 evidencing such coverage shall be provided to the OTDA prior to the commencement of the Contract and pursuant to the timelines set forth in Section A.13. below. A blanket Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage is also acceptable. For Contractors that 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 section 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 Liability and Umbrella Liability policies. If coverage limits are provided through Excess Liability and 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 Liability and Umbrella Liability 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 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 the OTDA with a copy of any such notice received from an Insurer together with proof of replacement coverage that complies with the requirements of this section.

**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 the OTDA.



If, at any time during the term of this contract, and any extension or holdover thereof, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Contract or proof thereof is not provided to the OTDA, OTDA shall have the right to avail itself of all remedies available under the contract, at law or in equity, including requiring the Contractor immediately cease work under the contract. In such case, the Contractor shall not resume work under the Contract until authorized to do so by the OTDA. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by the Contract or not providing proof of the same in a form acceptable to the OTDA, shall not give rise to a delay claim or any other claim against the 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 after renewal or upon request. This requirement means that the Contractor shall provide the applicable Insurance document to the OTDA as soon as possible but in no event later than the following time periods:

- For Certificates of Insurance: five (5) business days from request or renewal, whichever is later;
- For information on Self-Insurance or Self-Insured Retention programs: fifteen (15) calendar days from request or renewal, whichever is later;
- For other requested documentation evidencing coverage: fifteen (15) calendar days from request or renewal, whichever is later;
- For Additional Insured and waiver of Subrogation endorsements: thirty (30) calendar days from request or renewal, whichever is later; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: five (5) business days from request or renewal, whichever is later.

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 the OTDA, the OTDA shall extend the time periods set forth above for a reasonable period, that shall in no event exceed thirty (30) calendar days from request or renewal, whichever is later.

## **B. Specific Coverages and Limits**

The types of insurance and minimum policy limits shall be as follows:

### **1. Workers' Compensation**

For work to be performed in New York State, the Contractor shall provide and maintain full New York State (NYS listed in item 3a of the policy's Information Page) coverage during the life of this Contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

If the Contract involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones Acts policy as applicable must be provided. Any waiver of this requirement must be approved by OTDA and will only be granted in unique or unusual circumstances.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

- a. **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund; or
- b. **Form SI-12** – Certificate of Workers' Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-insurance; or
- c. **CE-200** – Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier.

## 2. Disability Benefits

For work to be performed in New York State, 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 New York State Disability Benefits Law. Any waiver of this requirement must be approved by OTDA and will only be granted in unique or unusual circumstances.

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

- a. **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- b. **Form DB-120.2** – Certificate of Participation in Disability Benefits Group Self Insurance; or
- c. **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
- d. **CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier.

## 3. Commercial General Liability

Commercial General Liability Insurance, (CGL) covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this contract, using form CG 00 01 12 07 or a policy providing equivalent coverage. The limits under such policy shall not be less than the following:

- Each Occurrence limit - \$1,000,000
- General Aggregate – \$2,000,000
- Products/Completed Operations – \$2,000,000
- Personal Advertising Injury – \$1,000,000

Coverage shall include, but not be limited to, the following:

- premises liability;
- independent contractors/subcontractors;
- blanket contractual liability, including tort liability of another assumed in a contract;

- defense and/or indemnification obligations, including obligations assumed under this contract;
- cross liability for additional insureds;
- products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by the contract;
- explosion, collapse, and underground hazards, contractor means and methods; and
- liability resulting from Section 240 or Section 241 of the New York State Labor Law.11.

The following ISO forms must be endorsed to the policy if applicable:

- a. CG 20 10 11 85, or an equivalent – Additional Insured - Owner, Lessees or Contractors (Form B).
- b. CG 25 03 11 85 or an equivalent – Designated Construction Project(s) general aggregate limit (only required for construction contracts).

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

Policies shall name the Office of Temporary and Disability Assistance as Additional Insured, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term. This coverage is applicable for contracts involving the erection, demolition, repairing, altering, painting, cleaning or pointing of a building or structure.

The CGL policy, and any umbrella/excess policies used to meet the “Each Occurrence” limits specified above, must be endorsed to be primary with respect to the coverage afforded the Additional Insureds, and such policy(ies) shall be primary to, and non-contributing with, any other insurance maintained by OTDA. Any other insurance maintained by OTDA shall be excess of and shall not contribute with the Contractor’s or Subcontractor’s insurance, regardless of the “Other Insurance” clause contained in either party’s policy(ies) of insurance, if applicable.

When the work involves construction or demolition within 50 feet of rail stations, yards, tracks, or other railroad property, the exclusion for work done within 50 feet of railroad property (the “Railroad” exclusion) must be deleted. Also see requirements for Railroad Protective Liability insurance.

#### **4. Professional Liability**

The Contractor and any subcontractor retained by the Contractor to work on the Contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of two million dollars (\$2,000,000) each claim issued to and covering damage for liability imposed on the Contractor by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this contract. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase, at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

If applicable, the Contractor shall provide coverage for its negligent act, error or omission in rendering or failing to render professional services required by this Contract arising out of specifications, installation, modification, abatement, replacement or approval of

products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants.

**5. Data Breach/Cyber Liability.**

The Contractor shall maintain during the term of this Contract 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 State's systems due to the actions of the Contractor which results in unauthorized access to State Data. Cyber Liability Insurance will be maintained with a limit of not less than five million dollars (\$5,000,000) in the aggregate. The Cyber Liability policy must include, at a minimum, coverage for the following (or their functional equivalent):

- Security and privacy liability
- Privacy regulatory defense and penalties
- Privacy notification costs;
- Regulatory defense and penalties;
- Website media liability; and
- Cybertheft of agency property and data
- Media liability
- Event management costs (Including forensics)
- Notification and monitoring expenses
- Extortion, including the payment of ransom demands
- Business and network interruption and recovery
- Data Restoration
- Failure to protect confidential information, including personally identifiable nonpublic information
- Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, the State's or a third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon
- Liability arising from theft, dissemination, and/or use of confidential information stored or transmitted in electronic form, including but not limited to money and securities
- Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure
- Professional Liability

If the policy is written on a claims made basis, Contractor must submit to the State an Endorsement providing proof that the policy provides 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. This requirement applies to both primary and excess liability policies, as applicable.

## **6. Crime**

CRIME INSURANCE, on "loss sustained form" in an amount not less than fifty thousand dollars (\$50,000) including coverage for:

- 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 Fraud; and
- Money Orders and Counterfeit Paper Currency.

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 three years with respect to events which occurred but were not reported during the term of the policy. It is important to remember for this line of coverage that no two policies are identical and terminology can be confusing. Due to this fact and the potential risks including security, privacy, media/content, regulatory actions; consultation with your respective Insurance Analyst and Legal counsel is recommended.

OTDA, including its affiliates and subsidiaries, must be included as "Loss Payees" as respects this specific amount as their interests may appear. Any warranties required by the insurer must be disclosed and complied with. Said insurance shall extend coverage to include the principals.







## **7. 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 S**  
**Samples**



**Customer service information**

-  Customer service: 
-  
-  

NYS OFF OF TEMPORARY & DISABILITY ASSIST  
STATE OF NEW YORK



## Your Public Funds Interest Checking

for August 21, 2021 to August 27, 2021

Account number: 

**NYS OFF OF TEMPORARY & DISABILITY ASSIST STATE OF NEW YORK**

### Account summary

Beginning balance on August 21, 2021	\$13,347,465.03
Deposits and other credits	24,416,243.72
Withdrawals and other debits	-26,780,828.17
Checks	-0.00
Service fees	-0.00
<b>Ending balance on August 27, 2021</b>	<b>\$10,982,880.58</b>

# of deposits/credits: 84,693

# of withdrawals/debits: 33

# of days in cycle: 29

Average ledger balance: \$10,506,199.75

# Your checking account

NYS OFF OF TEMPORARY & DISABILITY ASSIST | Account # [REDACTED] | August 21, 2021 to August 27, 2021

## Deposits and other credits - continued

Date	Transaction description	Customer reference	Bank reference	Amount
08/27/21	GALAXY RESTA1068 DES:CHILD PAY ID:[REDACTED] INDN:State of New York CO ID:[REDACTED] CCD PMT INFO:DED*CS*[REDACTED]*210513*000*[REDACTED] 3*N* Angel,VIC*36601\		[REDACTED]	0.00
08/27/21	BATEMAN COMM0881 DES:CHILD PAY ID: INDN:STATE OF NY CO ID:[REDACTED] CCD PMT INFO:DED*CS*[REDACTED]*210114*000*[REDACTED] 2*Y* TAYLOR,PHI*36029\		[REDACTED]	0.00
08/27/21	GALAXY RESTA1068 DES:CHILD PAY ID:[REDACTED] INDN:State of New York CO ID:[REDACTED] CCD PMT INFO:DED*CS*[REDACTED]*210520*000*[REDACTED] 0*N* SHIPMONRIC*36119\		[REDACTED]	0.00
08/27/21	BATEMAN COMM0881 DES:CHILD PAY ID:[REDACTED] INDN:State of New York CO ID:[REDACTED] CCD PMT INFO:DED*CS*[REDACTED]*210318*000*[REDACTED] 8*N* JOHNSONGAR*36029\		[REDACTED]	0.00
08/27/21	BATEMAN COMM0881 DES:CHILD PAY ID: INDN:STATE OF NY CO ID:[REDACTED] CCD PMT INFO:DED*CS*[REDACTED]*210204*000*[REDACTED] 7*N* WHIPSETTIM*39029\		[REDACTED]	0.00
08/27/21	BATEMAN COMM0881 DES:CHILD PAY ID: INDN:STATE OF NY CO ID:[REDACTED] CCD PMT INFO:DED*CS*[REDACTED]*210204*000*[REDACTED] 7*N* WHIPSETTIM\		[REDACTED]	0.00
08/27/21	ACS HOMECARE DES:CHILDSUPRT ID:[REDACTED] INDN:NY CHILD SUPPORT CO ID:[REDACTED] CCD PMT INFO:DED*CS*[REDACTED]*210827*[REDACTED] 24835 7022*N*EPPS,DAMIA**Y\		[REDACTED]	0.00

**Total deposits and other credits**

**\$24,416,243.72**

## Withdrawals and other debits

Date	Transaction description	Customer reference	Bank reference	Amount
08/23/21	NYS CHILD SUPPOR DES:END OF DAY FL# [REDACTED] INDN:SETT-BATCH [REDACTED] CO ID:[REDACTED] CCD		[REDACTED]	-4,935,857.07
08/23/21	NYS CHILD SUPPOR DES:END OF DAY FL# [REDACTED] INDN:SETT-BATCH [REDACTED] CO ID:[REDACTED] CCD		[REDACTED]	-1,715,339.50
08/23/21	RETURN ITEM CHARGEBACK		[REDACTED]	-1,676.50

continued on the next page



## Withdrawals and other debits - continued

Date	Transaction description	Customer reference	Bank reference	Amount
08/23/21	Adjustment/Correction Of Posted Item	[REDACTED]	[REDACTED]	-356.72
08/23/21	RETURN ITEM CHARGEBACK		[REDACTED]	-125.25
08/24/21	NYS CHILD SUPPOR DES:END OF DAY FL# [REDACTED] INDN:SETT-BATCH [REDACTED] CO ID:[REDACTED] CCD		[REDACTED]	-10,459,683.37
08/24/21	RETURN ITEM CHARGEBACK		[REDACTED]	-2,592.54
08/24/21	RETURN ITEM CHARGEBACK		[REDACTED]	-1,364.93
08/25/21	NYS CHILD SUPPOR DES:END OF DAY FL# [REDACTED] INDN:SETT-BATCH [REDACTED] CO ID:[REDACTED] CCD		[REDACTED]	-2,765,821.93
08/25/21	RETURN ITEM CHARGEBACK		[REDACTED]	-6,205.43
08/25/21	ACH CREDIT REVERSALS WELCOME HOME SYR ACH REVERSAL ORIGINAL DATE 08/20/21 SR1 [REDACTED] FDES NNF [REDACTED]		[REDACTED]	-75.00
08/25/21	ACH CREDIT REVERSALS PELOTON INTERACT ACH REVERSAL ORIGINAL DATE 08/20/21 SR1 [REDACTED] FDES NNF [REDACTED]		[REDACTED]	-62.50
08/25/21	ACH CREDIT REVERSALS TRI-HILL BUILDIN ACH REVERSAL ORIGINAL DATE 08/20/21 SR1 [REDACTED] FDES NNF [REDACTED]		[REDACTED]	-49.62
08/26/21	NYS CHILD SUPPOR DES:END OF DAY FL# [REDACTED] INDN:SETT-BATCH [REDACTED] CO ID:[REDACTED] CCD		[REDACTED]	-2,954,947.22
08/26/21	NYS CHILD SUPPOR DES:END OF DAY FL# [REDACTED] INDN:SETT-BATCH [REDACTED] CO ID:[REDACTED] CCD		[REDACTED]	-1,479,336.69
08/26/21	RETURN ITEM CHARGEBACK		[REDACTED]	-1,590.00
08/26/21	ACH CREDIT REVERSALS AGILITI HEALTH I ACH REVERSAL 08/23/21 SR#1 [REDACTED] FDES NNF [REDACTED]		[REDACTED]	-588.00
08/26/21	FOREIGN ITEM ADJUSTMENT FGN ITEM(S) RETURNED DUE TO POOR IMAGE MAKER: NATWEST . FEE \$15.00 EA RATE 1.3187 . FDES NGA [REDACTED]		[REDACTED]	-318.30
08/26/21	ACH CREDIT REVERSALS AGILITI HEALTH I ACH REVERSAL 08/23/21 SR#1 [REDACTED] FDES NNF [REDACTED]		[REDACTED]	-278.00
08/26/21	ACH CREDIT REVERSALS AGILITI HEALTH I ACH REVERSAL 08/23/21 SR#1 [REDACTED] FDES NNF [REDACTED]		[REDACTED]	-248.00
08/26/21	ACH CREDIT REVERSALS AGILITI HEALTH I ACH REVERSAL 08/23/21 SR#1 [REDACTED] FDES NNF [REDACTED]		[REDACTED]	-242.00
08/26/21	NYS CHILD SUPPOR DES:PC CMU REQ FL# [REDACTED] INDN:SETT-BATCH [REDACTED] CO ID:[REDACTED] CCD		[REDACTED]	-200.00

continued on the next page

# Your checking account

NYS OFF OF TEMPORARY & DISABILITY ASSIST | Account # [REDACTED] | August 21, 2021 to August 27, 2021

## Withdrawals and other debits - continued

Date	Transaction description	Customer reference	Bank reference	Amount
08/26/21	FOREIGN ITEM ADJUSTMENT FGN ITEM(S) RETURNED DUE TO POOR IMAGE MAKER: NATWEST . FEE \$15.00 EA RATE 1.3173 . FDES NGA [REDACTED]		[REDACTED]	-199.42
08/26/21	ACH CREDIT REVERSALS AGILITI HEALTH I ACH REVERSAL 08/23/21 SR# [REDACTED] FDES NNF [REDACTED]		[REDACTED]	-161.25
08/26/21	FOREIGN ITEM ADJUSTMENT FGN ITEM(S) RETURNED DUE TO POOR IMAGE MAKER: NATWEST . FEE \$15.00 EA RATE 1.3187 . FDES NGA [REDACTED]		[REDACTED]	-160.06
08/26/21	ACH CREDIT REVERSALS AGILITI HEALTH I ACH REVERSAL 08/23/21 SR# [REDACTED] FDES NNF [REDACTED]		[REDACTED]	-143.51
08/26/21	ACH CREDIT REVERSALS AGILITI HEALTH I ACH REVERSAL 08/23/21 SR# [REDACTED] FDES NNF [REDACTED]		[REDACTED]	-111.00
08/26/21	ACH CREDIT REVERSALS AGILITI HEALTH I ACH REVERSAL 08/23/21 SR# [REDACTED] FDES NNF [REDACTED]		[REDACTED]	-87.69
08/26/21	ACH CREDIT REVERSALS 18597 JJJ INTERN ACH REVERSAL 08/23/21 SR# [REDACTED] FDES NNF [REDACTED]		[REDACTED]	-50.00
08/26/21	ACH CREDIT REVERSALS AGILITI HEALTH I ACH REVERSAL 08/23/21 SR# [REDACTED] FDES NNF [REDACTED]		[REDACTED]	-13.04
08/27/21	NYS CHILD SUPPOR DES:END OF DAY FL# [REDACTED] INDN:SETT-BATCH [REDACTED] CO ID: [REDACTED] CCD		[REDACTED]	-2,451,552.86
08/27/21	RETURN ITEM CHARGEBACK		[REDACTED]	-836.92
08/27/21	ACH CREDIT REVERSALS WAL-MART STORES ACH REVERSAL ORIG POSTING DATE 08/24/21 SR [REDACTED] FDES NNF [REDACTED]		[REDACTED]	-553.85

**Total withdrawals and other debits** **-\$26,780,828.17**

## Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
08/21	13,347,465.03	08/24	5,937,532.77	08/26	6,633,820.65
08/23	13,643,238.29	08/25	5,581,638.11	08/27	10,982,880.58

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# Recap of Posted Items Report

## Recap of Posted Items Report

ACCOUNT NUMBER: 99999999

COMPANY: ARP CUSTOMER

AS OF: 01/31/00

DATE	PAID CHECKS		ISSUES		STOPS PLACED		STOPS REMOVED		CANCELLED	
	ITEMS	AMT	ITEMS	AMT	ITEMS	AMT	ITEMS	AMT	ITEMS	AMT
PRIOR		.00	1	489.33		.00		.00		.00
12-18-99		.00		.00		.00	1	21.76		.00
12-31-99		.00	2	405.50		.00		.00		.00
01-01-00	5	1,038.65		.00		.00		.00		.00
01-04-00	3	147.20		.00		.00		.00		.00
01-05-00	4	1,200.47		.00		.00		.00		.00
01-06-00	3	12,290.33	9	1,496.51		.00		.00		.00
01-09-00	3	23,414.56		.00		.00		.00		.00
01-10-00	2	2,049.21		.00	2	53.59		.00		.00
01-12-00	1	243.88		.00		.00		.00		.00
01-13-00	3	144.16	8	16,780.21		.00		.00		.00
01-16-00	2	193.60		.00		.00		.00		.00
01-17-00	2	1,977.60		.00		.00		.00		.00
01-18-00	2	5,112.12		.00		.00		.00		.00
01-20-00	3	371.71	6	21,628.96		.00		.00		.00
01-23-00	2	1,788.00		.00		.00		.00		.00
01-24-00	1	424.00		.00		.00		.00		.00
01-25-00	2	452.00		.00		.00		.00		.00
01-26-00	2	951.10		.00		.00		.00		.00
01-27-00	1	666.21	11	9,445.00		.00		.00		.00
01-30-00	3	1,547.58		.00		.00		.00		.00
01-31-00	2	1,347.76	22	13,814.17		.00		.00	3	155.51
<b>TOTALS</b>	<b>48</b>	<b>60,289.00</b>	<b>59</b>	<b>64,060.25</b>	<b>2</b>	<b>53.59</b>	<b>1</b>	<b>21.76</b>	<b>3</b>	<b>155.51</b>

EXAMPLE--NOT TO SCALE

# Reconciliation Statement

## I. RECONCILIATION STATEMENT

2. XXXXXXXXXX  
ACCOUNT RECONCILIATION DEPT.  
ADDRESS LINE 1  
ADDRESS LINE 2  
CITY, STATE, ZIP CODE

3. COMPANY: ACCOUNT NAME      4. BANK NUM:    5. ACCT NUM: 1234567890

6. RECON PERIOD: 00/00/0000

### 7. DDA STATEMENT SETTLEMENT

8. PRIOR DDA BALANCE		\$ 164,082.53
9. CURRENT RECONCILED CHECKS	1891 ITEMS	675,795.30 -
10. CURRENT PAID NO ISSUE	3 ITEMS	1,860.38 -
11. SUB TOTAL (PAID CHECKS)	1894 ITEMS	677,655.68 =
12. DEPOSITS, CREDITS AND INTEREST	22 ITEMS	1,872,941.85 +
13. MISCELLANEOUS DEBITS	4 ITEMS	1,235,238.07 -
14. DEBIT ADJUSTMENTS	1 ITEMS	0.50 +
15. CREDIT ADJUSTMENTS	1 ITEMS	11,787.24 -
16. ENDING DDA BALANCE (CALCULATED)		\$ 112,343.89
17. ACTUAL DDA ENDING BALANCE		\$ 112,343.89

18. PRIOR PAID NO ISSUE - REMAINING (PNIFROM PREVIOUS STATEMENT)	0 ITEMS	\$ 0.00
19. PRIOR PAID NO ISSUE - ISSUED	0 ITEMS	\$ 0.00

### 20. DEBIT SETTLEMENT

21. CURRENT RECONCILED CHECKS	1891 ITEMS	\$ 675,795.30 +
22. CURRENT PAID NO ISSUE	3 ITEMS	1,860.38 +
23. MISCELLANEOUS DEBITS (POSTED THIS PERIOD)	4 ITEMS	1,235,238.07 +
24. DEBIT ADJUSTMENTS	1 ITEMS	0.50 -
25. CREDIT ADJUSTMENTS	1 ITEMS	11,787.24 +
26. TOTAL RECONCILIATION DEBITS		\$ 1,924,680.49

NOTICE: IF CHECKS HAVE BEEN PAID AGAINST YOUR ACCOUNT FOR WHICH THE BANK HAS RECEIVED NO ISSUE RECORD, THE TOTAL OF SUCH CHECKS IS NOTED ABOVE IN THE CATEGORY 'PAID NO ISSUE'. THESE CHECKS ARE IDENTIFIED IN DETAIL ON YOUR RECONCILEMENT REPORTS WITH A CODE #1 AND #3. PLEASE REVIEW THESE ITEMS AND PROVIDE THE ISSUE RECORD OR INSTRUCTIONS WITHIN TEN DAYS OF RECEIVING THIS REPORT.

COMPANY:

ACCOUNT NUMBER: 1234567890

BANK:

RECON PERIOD: 00/00/00

RECONCILIATION STATEMENT

**27. CREDIT ADJUSTMENTS POSTED TO DDA IN THE NEXT RECONCILIATION PERIOD**

DATE	CHK NUM	EXPLANATION	AMOUNT
00/00/00	12456	ENCODING ERROR CREDIT	11,787.24
TOTAL ADJUSTMENTS TO RECONCILIATION			11,787.24

=====

**28. CREDIT ADJUSTMENTS POSTED TO DDA IN THE SAME RECONCILIATION PERIOD**

DATE	CHK NUM	EXPLANATION	AMOUNT
00/00/00	12345	RETURNED	100.00
TOTAL ADJUSTMENTS TO RECONCILIATION			100.00

=====

**29. DEBIT ADJUSTMENTS POSTED TO DDA IN THE NEXT RECONCILIATION PERIOD**

DATE	CHK NUM	EXPLANATION	AMOUNT
00/00/00	12890	ENCODING ERROR DEBIT	.50
TOTAL ADJUSTMENTS TO RECONCILIATION			.50

=====

**30. DEBIT ADJUSTMENTS POSTED TO DDA IN THE SAME RECONCILIATION PERIOD**

DATE	CHK NUM	EXPLANATION	AMOUNT
00/00/00	12789	ENCODING ERROR DEBIT	10.00
TOTAL ADJUSTMENTS TO RECONCILIATION			10.00

=====

**31. MISREAD SERIAL NUMBERS POSTED TO DDA IN THE SAME RECONCILIATION PERIOD**

DATE	CORRECTED SERIAL NUM	ORIGINAL SERIAL NUM	AMOUNT
00/00/00	12892	1589	10.00
TOTAL ADJUSTMENTS TO RECONCILIATION			10.00

=====

# Account Reconciliation Report

## Previous Day Summary and Detail with Text Report

Company: New York State OTDA  
 Requestor : ██████████  
 Run Date: 02/25/2022 13:03:51 EST  
 As of: 02/24/2022



██████████ | ██████████ | USD | As of: 02/24/2022

### Summary Balances

Transaction	Amount
Opening Ledger Balance (010)	163,342.25
Closing Ledger Balance (015)	173,616.55
Average Closing Ledger MTD (020)	181,086.88
Opening Avail Balance (040)	173,616.55
Collected/Closing Avail Bal (045)	173,616.55
Average Collected Balance MTD (050)	181,086.88
1 Day Float (072)	0.00
Float Adjustment (073)	0.00
2 or More Days Float (074)	0.00
3 or More Days Float (075)	0.00
4 Day Float (079)	0.00
5 Day Float (080)	0.00
6 Day Float (081)	0.00

### Summary Totals

Transaction	Amount	0 Day	1 Day Float	2+ Day Float	Count
Total Credits (100)	41,214.24	0.00	0.00	0.00	3
Total ACH Credits (140)	32,214.24				2
Total Incoming Money Trnsfr CR (190)	9,000.00	0.00	0.00	0.00	1
Total Debits (400)	30,939.94				5
Total ACH Debits (450)	30,657.94				2
Total Checks Paid Debit (470)	282.00				3

### Detail Credits

Transaction	Amount	0 Day	1 Day Float	2+ Day Float	Bank Ref	Cust Ref
Preauthorized ACH Credit (165)	28,893.16				██████████	██████████
<b>Text</b>	NYS CHILD SUPPOR DES:END OF DAY ID:5 INDN ██████████					
Preauthorized ACH Credit (165)	3,321.08				██████████	██████████
<b>Text</b>	NYS DOL UI DES:CSUP UI ID:011 INDN ██████████					

Incoming Money Transfer Credit  
(195)

9,000.00



Text

WIRE TYPE:WIRE IN DATE:022422 TIME:1458 ET  
TRN [REDACTED] SDR REF: [REDACTED]  
SERVICE REF: [REDACTED]  
RELATED REF:  
ORIG [REDACTED]  
ORG BK: ID:  
INS BK: ID:  
SND BK: [REDACTED]  
BNF: NEW YORK STATE SUPPORT COLLECTION PO BOX 15363 ALBANY  
NY 12212 ID [REDACTED]  
BNF BK: ID:  
PAYMENT DETAILS:

Credit Totals

41,214.24

Detail Debits

Transaction	Amount	Bank Ref	Cust Ref
ACH Settlement Debit (466)	28,764.14	[REDACTED]	[REDACTED]
Text	[REDACTED]	[REDACTED]	[REDACTED]
ACH Settlement Debit (466)	1,893.80	[REDACTED]	[REDACTED]
Text	[REDACTED]	[REDACTED]	[REDACTED]
Checks Paid Debit (475)	142.00	[REDACTED]	[REDACTED]
Checks Paid Debit (475)	75.00	[REDACTED]	[REDACTED]
Checks Paid Debit (475)	65.00	[REDACTED]	[REDACTED]
Debit Totals	30,939.94		

Totals

Bank Totals

02/24/2022

Summary Balances	Count	Amount
Opening Ledger Balance (010)		163,342.25
Closing Ledger Balance (015)		173,616.55
Average Closing Ledger MTD (020)		181,086.88
Opening Avail Balance (040)		173,616.55
Collected/Closing Avail Bal (045)		173,616.55
Average Collected Balance MTD (050)		181,086.88
1 Day Float (072)		0.00
Float Adjustment (073)		0.00
2 or More Days Float (074)		0.00
3 or More Days Float (075)		0.00
4 Day Float (079)		0.00
5 Day Float (080)		0.00
6 Day Float (081)		0.00



Summary Totals	Count	Amount
Total Credits (100)	3	41,214.24
Total ACH Credits (140)	2	32,214.24
Total Incoming Money Trnsfr CR (190)	1	9,000.00
Total Debits (400)	5	30,939.94
Total ACH Debits (450)	2	30,657.94
Total Checks Paid Debit (470)	3	282.00

**Report Totals**  
**02/24/2022**

**USD**

Summary Balances	Count	Amount
Opening Ledger Balance (010)		163,342.25
Closing Ledger Balance (015)		173,616.55
Average Closing Ledger MTD (020)		181,086.88
Opening Avail Balance (040)		173,616.55
Collected/Closing Avail Bal (045)		173,616.55
Average Collected Balance MTD (050)		181,086.88
1 Day Float (072)		0.00
Float Adjustment (073)		0.00
2 or More Days Float (074)		0.00
3 or More Days Float (075)		0.00
4 Day Float (079)		0.00
5 Day Float (080)		0.00
6 Day Float (081)		0.00

Summary Totals	Count	Amount
Total Credits (100)	3	41,214.24
Total ACH Credits (140)	2	32,214.24
Total Incoming Money Trnsfr CR (190)	1	9,000.00
Total Debits (400)	5	30,939.94
Total ACH Debits (450)	2	30,657.94
Total Checks Paid Debit (470)	3	282.00



# Outstanding Settlement Report

## Outstanding Settlement Report

ACCOUNT NUMBER: 000000000 COMPANY: ARP CUSTOMER AS OF: 1/31/00

Previous Outstanding	814.96
+ New Issues	64,860.28
+ Paid-Not-Excess	2,902.86
+ Stops Removed	21.76
- Stop Payments	53.59
- Cancellations	155.31
- Prev PNI Issue Rcvd	200.11
- Prev Stop Issue Rcvd	105.39
- Prev Cancel Issue Rcvd	.00
- Paid Checks	60,289.06
- Prev O/S Deleted	21.30
New Outstanding	6,975.56

EXAMPLE - NOT TO SCALE

# Paid Only Report

## Paid Only Report

CONSOLIDATED ACCOUNT NO: XXXXXXXXXX COMPANY: ARP CUSTOMER  
 \*\*\*\*\*

DATE: 12-31-00 PAGE 1 OF 1  
 01-31-00

C O D E	CHECK NUMBER	CHECK AMOUNT		DATE ISSUED	DATE PAID	BANK REF. NO.	PAYEE IDENTIFI- CATION	C O D E	CHECK NUMBER	CHECK AMOUNT		DATE ISSUED	DATE PAID	BANK REF. NO.	PAYEE IDENTIFI- CATION
		PAID	OrS							PAID	OrS				
	1005			12-05-00		00000425			1068	5,000.00		01-18-00	01-31-00	00000468	
	1000	505.00		01-00-00	01-06-00	00000430			1070	44.80		01-20-00	01-31-00	00000470	
	1001	521.00		01-00-00	01-06-00	00000431			1071	105.49		01-20-00	01-31-00	00000471	
	1002	141.51		01-00-00	01-06-00	00000432			1072			01-20-00	01-31-00	00000472	
	1003	139.11		01-00-00	01-06-00	00000433			1073	221.23		01-20-00	01-31-00	00000473	
	1004	90.00		01-00-00	01-06-00	00000434			1074	108.00		01-23-00	01-31-00	00000474	
	1005	66.80		01-00-00	01-06-00	00000435			1075	1,680.00		01-24-00	01-31-00	00000475	
	1006	18.40		01-04-00	01-06-00	00000436			1076	424.00		01-25-00	01-31-00	00000476	
	1007	61.00		01-04-00	01-06-00	00000437			1077	121.00		01-25-00	01-31-00	00000477	
	1008	296.77		01-05-00	01-13-00	00000440			1080	331.00		01-26-00	01-31-00	00000480	
	1009	500.13		01-05-00	01-13-00	00000441			1082	445.56		01-26-00	01-31-00	00000482	
	1010	600.45		01-05-00	01-13-00	00000442			1083	505.44					
	1011	111.14		01-05-00	01-13-00	00000443			1087	664.21		01-27-00	01-31-00	00000487	
	1012	40.00		01-06-00	01-13-00	00000444		1	1090	511.45		01-28-00		00000490	
	1013	121.04		01-06-00	01-13-00	00000445		1	1092	681.44		01-28-00		00000492	
	1014	12,429.29		01-06-00	01-13-00	00000446		1	1093	354.65		01-30-00		00000493	
	1015	3,586.43		01-07-00	01-13-00	00000447		1	1096	347.77		01-31-00		00000496	
	1016	111.89		01-07-00	01-20-00	00000448									
	1017	20,016.26		01-07-00	01-20-00	00000449									
	1018	1,715.89		01-10-00	01-27-00	00000455									
	1019	333.53		01-10-00	01-27-00	00000456									
	1020	490.84		01-11-00	01-27-00	00000458									
	1021	4,389.30		01-11-00	01-27-00	00000457									
	1022	243.49		01-12-00	01-27-00	00000458									
	1023	16.00		01-13-00	01-27-00	00000460									
	1024	68.00		01-13-00	01-27-00	00000460									
	1025	40.16		01-13-00	01-27-00	00000461									
	1026	166.40		01-14-00	01-28-00	00000462									
	1027	27.50		01-16-00		00000464									
	1028	1,973.60		01-16-00	01-28-00	00000465									
	1029	104.00		01-17-00	01-31-00	00000466									
	1030	112.12		01-18-00	01-31-00	00000467									

PAID 68,599.88 MGT

# Stop Payment Report

## Stop Payment Report

CONSOLIDATED ACCOUNT NO: XXXXXXXXXX COMPANY: ARP CUSTOMER

DATE: 12-31-00 PAGE 1 OF 1  
01-31-00

C O D E	CHECK NUMBER	CHECK AMOUNT		DATE ISSUED	DATE PAID	BANK REF. NO.	PAYEE IDENTIFI- CATION	C O D E	CHECK NUMBER	CHECK AMOUNT		DATE ISSUED	DATE PAID	BANK REF. NO.	PAYEE IDENTIFI- CATION	
		PAID	Q/S							PAID	Q/S					
4	1006		46.94	12-15-00	12-22-00											
4	1011		47.59	12-30-00	01-08-00											
4	1016		6.00	12-30-00	01-08-00											
4	1009		285.39	12-31-00	12-30-00											
	<b>TOTAL</b>	<b>305.92</b>	<b>407</b>													

EXAMPLE - NOT TO SCALE

**Bank**

DATE \_\_\_\_\_  
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

**STATE OF NEW YORK  
NYS OTDA CENTRAL PROCESSING**

C U R R E N C Y  C O U N T	<input type="checkbox"/>	X 100	<input type="checkbox"/>
	<input type="checkbox"/>	X 50	<input type="checkbox"/>
	<input type="checkbox"/>	X 20	<input type="checkbox"/>
	<input type="checkbox"/>	X 10	<input type="checkbox"/>
	<input type="checkbox"/>	X 5	<input type="checkbox"/>
	<input type="checkbox"/>	X 2	<input type="checkbox"/>
	<input type="checkbox"/>	X 1	<input type="checkbox"/>

TOTAL \$

Prepared By: \_\_\_\_\_

Bag #: \_\_\_\_\_

CURRENCY

COIN

CHECKS  
Total from bags being

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Do Not Use For Pre-encoded Items

TOTAL \$

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------



4 1/32"

**1ST PROOF:** ZK6258-REVISED CGN10250 / INK: 654 BLUE / GW.68.3.1  
COLOR ON PROOF IS A **REPRESENTATION** ONLY, NOT A COLOR MATCH

GN10250

FOLD

FOLD

*To Remove Document Fold and Tear Along This Perforation*

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM



17/32"

CHECK THE AMOUNT LINE - CHARACTERS SHOULD BE OF VARYING SIZE AND SHAPE WITH THE NAME OF THE NUMBERS CONTAINED INSIDE THE NUMBER IMAGE

① REMOVE THESE EDGES FIRST TO OPEN - FOLD AND TEAR ALONG PERFORATION ▼

② REMOVE SIDE EDGES FIRST TO OPEN - FOLD AND TEAR ALONG PERFORATION ▼

① REMOVE THESE EDGES FIRST TO OPEN - FOLD AND TEAR ALONG PERFORATION ▲

NUMBERING HERE ▲  
10610002

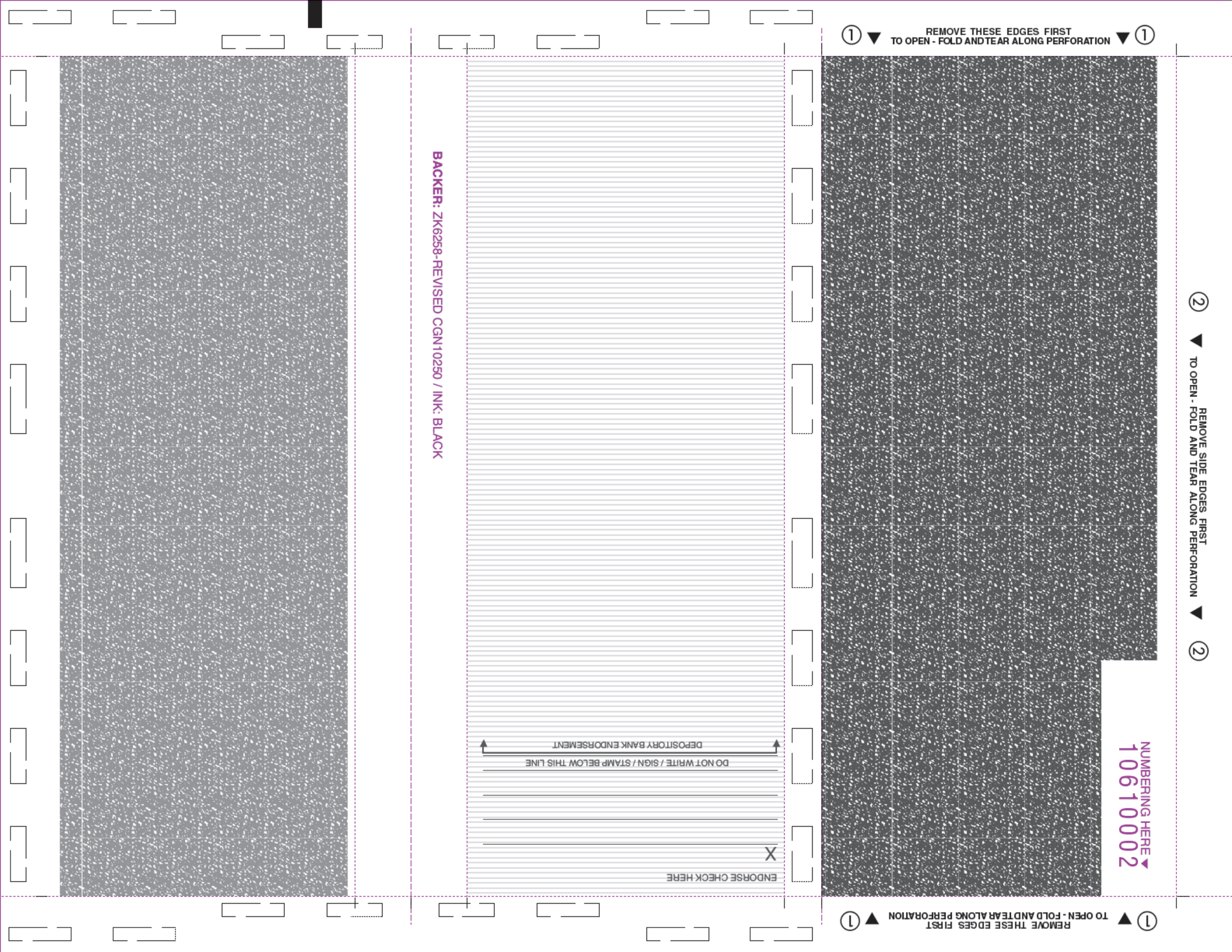
BACKER: ZK6258-REVISED CGN10250 / INK: BLACK

ENDORSE CHECK HERE

X

DO NOT WRITE / SIGN / STAMP BELOW THIS LINE

DEPOSITORY BANK ENDORSEMENT





BANK [REDACTED]  
P.O. BOX [REDACTED]  
[REDACTED]

ANALYSIS STATEMENT  
Member FDIC

PUBLIC FUNDS INT CKG-PREFERRE [REDACTED]  
BANK AND COST CENTER NUMBER [REDACTED]  
DATE PREPARED 09-07-21  
MONTH ENDING 08-31-21  
MONTHLY SETTLEMENT 08-31-21  
SETTLEMENT & ACCOUNT TYPE INVOICE [REDACTED]  
OFFICER NUMBER [REDACTED]  
PAGE 1 OF 2  
CUSTOMER SERVICE: [REDACTED]

BANK [REDACTED]  
[REDACTED] COUNTY SUPPORT COLLECTION UNIT  
ATTN: [REDACTED]  
[REDACTED]  
[REDACTED]

BALANCE SUMMARY

AVG POSITIVE LEDGER BALANCE	\$	1,844,598.49
<hr/>		
AVG LEDGER BALANCE		1,844,598.49
LESS AVG FLOAT		.00
<hr/>		
AVG COLLECTED BALANCE		1,844,598.49
AVG NEGATIVE COLL BALANCE		.00
<hr/>		
AVG POSITIVE COLL BALANCE		1,844,598.49
LESS RESERVES 00%		.00
<hr/>		
AVAIL BAL FOR EARNINGS CREDIT		1,844,598.49
AVAILABLE BALANCE REQUIRED		4,426,861.29
<hr/>		
NET AVAILABLE BALANCE		2,582,262.80-
REQ RESERVES ON NET AVAIL BAL		.00
<hr/>		
DEFICIT COLLECTED BALANCE		2,582,262.80

EARNINGS CREDIT SUMMARY

AVAIL BAL FOR EARNINGS CREDIT	\$	1,844,598.49
<hr/>		
EARNINGS ON AVAILABLE BALANCE		469.99
LESS TOTAL SERVICE CHARGES		1,127.94
<hr/>		
DEFICIT		657.95
<hr/>		
PERIOD TO DATE DEFICIT		657.95
<hr/>		
CURRENT PERIOD SERVICE CHARGE	\$	657.95
<hr/>		

INVOICE# [REDACTED] IS ATTACHED FOR SERVICE CHARGES.

CURRENT MONTH'S EARNINGS CREDIT RATE = 0.30%      CURRENT MONTH'S MULTIPLE = \$3,924.73

SERVICE	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
BALANCE RELATED SERVICES				
DEPOSIT BANK ASSESSMENT	1,844,598		269.49	1,057,675.81
DEPOSITORY SERVICES				
ACCOUNT MAINTENANCE	1	.0000	.00	0.00
GENERAL DISB CKS PAID-TRUNC	894	.2350	210.09	824,546.77
RETURNS-RECLEAR SERVICES	1	.0000	.00	0.00
RETURNS-ADDITIONAL ADVICE	1	.0000	.00	0.00
CREDITS POSTED-ELECTRONIC	56	.0243	1.36	5,337.63
DEPOSIT ACCOUNT STMTS OVER 1	1	.0000	.00	0.00
GENERAL ACH SERVICES				
ACH REPORTS-ELECTRONIC	23	.0000	.00	0.00

ANALYSIS STATEMENT

Member FDIC

BANK [REDACTED]  
[REDACTED]  
[REDACTED]

PUBLIC FUNDS INT CKG-PREFERRE [REDACTED]  
BANK AND COST CENTER NUMBER [REDACTED]

DATE PREPARED 09-07-21  
MONTH ENDING 08-31-21  
MONTHLY SETTLEMENT 08-31-21  
SETTLEMENT & ACCOUNT TYPE INVOICE [REDACTED]  
OFFICER NUMBER [REDACTED]  
PAGE 2 OF 2

BANK [REDACTED]  
COUNTY SUPPORT COLLECTION UNIT  
[REDACTED]  
[REDACTED]  
[REDACTED]

SERVICE	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
GENERAL ACH SERVICES				
ACH RETURN ITEM	1	.0000	.00	0.00
ACH OUTPUT-FILE	1	.0000	.00	0.00
ACH MONTHLY MAINTENANCE	3	.0000	.00	0.00
ACH INPUT-FILE	66	.0000	.00	0.00
ACH BLOCKS AUTH INSTRUCTIONS	2	.0000	.00	0.00
ACH BLOCKS AUTH MAINTENANCE	1	.0000	.00	0.00
ACH ORIGINATED ADDENDA	2,238	.0243	54.38	213,426.88
ACH ON US CREDITS	13,430	.0243	326.35	1,280,836.02
ACH OFF US CREDITS	4,726	.0243	114.84	450,716.13
ACH CREDIT RECEIVED ITEM	56	.0243	1.36	5,337.64
ACH DEBIT RECEIVED ITEM	44	.0243	1.07	4,199.46
WIRE TRANSFER				
ELEC WIRE OUT-DOMESTIC	1	5.5000	5.50	21,586.03
ACCOUNT RECONCILIATION				
ARP STALE TO STOP ITEM	65	1.5000	97.50	382,661.29
ARP FULL PPAY MAINT-PAPER SUPP	1	.0000	.00	0.00
ARP FULL PPAY INPUT PER ITEM	1,069	.0000	.00	0.00
ARP VOID CANCEL ITEMS	46	1.0000	46.00	180,537.63
ARP STALE DATED MAINTENANCE	2	.0000	.00	0.00
POSITIVE PAY EXCEPTIONS	3	.0000	.00	0.00
ARP POSITIVE PAY RETURN-OTHER	4	.0000	.00	0.00
IMAGE				
IMAGE ARCHIVE-7 YEARS	894	.0000	.00	0.00
CASHPRO IMAGE SUBSCRIPTION	1	.0000	.00	0.00
MISCELLANEOUS				
NON-RELATIONSHIP CK CASHED	39	.0000	.00	0.00
TOTAL SERVICE CHARGES			1,127.94	4,426,861.29

# **Header Record Format**

**File Header Record Format – Record Type 1**

**Table 1**

Field	Position	Length	Data Element	Format	Mandatory Values	Inclusion Requirement	Data Element Description
1	01 to 01	1	Record Type Code	N	1	Mandatory	Identifies the record as a File Header Record.
2	02 to 03	2	Priority Code	N	01	Mandatory	Default value. May identify a file-handling priority at a future date.
3	04 to 13	10	Immediate Destination	N	bTTTTAAAAC	Mandatory	Receiving ACH Operator's Routing Number. b = Blank TTTT = Federal Reserve Routing Symbol AAAA = ABA Institution Identifier C = Check digit
4	14 to 23	10	Immediate Origin	N	bTTTTAAAAC	Mandatory	Employer bank's Routing Number. b = Blank TTTT = Federal Reserve Routing Symbol AAAA = ABA Institution Identifier C = Check digit
5	24 to 29	6	File Creation Date	Date		Mandatory	Date the file is created by the ODFI (YYMMDD).
6	30 to 33	4	File Creation Time	N		Optional	Time of day the file is created by the ODFI (HHMM).
7	34 to 34	1	File ID Modifier	A/N	A	Mandatory	Uniquely identifies a file when multiple files are created on the same date and between the same participants.
8	35 to 37	3	Record Size	N	094	Mandatory	Count of characters in each record.
9	38 to 39	2	Blocking Factor	N	10	Mandatory	Number of physical records within a block.
10	40 to 40	1	Format Code	N	1	Mandatory	Default value. May be used to identify format variations at a future date.
11	41 to 63	23	Immediate Destination Name	A/N	NYSCSPC	Optional	Name of the receiving point for which the file is destined.
12	64 to 86	23	Immediate Origin Name	A		Optional	Name of the ACH or receiving point sending the file.
13	87 to 94	8	Reference Code	A/N		Optional	Used to include information pertinent to the Originator.

**Company/Batch Header Record Format – Record Type 5**

**Table 2**

Field	Position	Length	Data Element	Format	Mandatory Values	Inclusion Requirement	Data Element Description
1	01 to 01	1	Record Type Code	N	5	Mandatory	Identifies the record as a Company/ Batch Header Record.
2	02 to 04	3	Service Class Code	N	220	Mandatory	Identifies the dollar type entries to be exchanged. The value must be "200."
3	05 to 20	16	Company Name	A/N		Mandatory	Identifies the employer by name.
4	21 to 40	20	Company Discretionary Data	A/N		Optional	Contains data meaningful to the employer. <sup>1</sup>
5	41 to 50	10	Company Identification	A/N	1NNNNNNNNN	Mandatory	Number "1" followed by the employer's FEIN (Federal Employer Identification Number).
6	51 to 53	3	Standard Entry Class Code	A/N	CCD or CTX	Mandatory	Identifies the type of entry.
7	54 to 63	10	Company Entry Description	A/N		Mandatory	Describes the type of transaction. Example: CHISUPPORT
8	64 to 69	6	Company Descriptive Date	Date	YYMMDD <sup>2</sup>	Optional	Meaningful date to the employer.
9	70 to 75	6	Effective Entry Date	Date	YYMMDD	Mandatory	Date on which the entries should settle. This date must be one or two days following the ACH processing date.
10	76 to 78	3	Settlement Date	N		Mandatory	Julian date the ODFI is scheduled to be debited by the Federal Reserve. Inserted by the ACH Operator.
11	79 to 79	1	Originator Status Code	A/N	1	Mandatory	Identifies the ODFI as a financial institution bound by the ACH rules.
12	80 to 87	8	Originating DFI Identification	A/N	TTTTAAAA	Mandatory	Identifies the ODFI originating the entries. TTTT = Federal Reserve Routing Symbol AAAA = ABA Institution Identifier
13	88 to 94	7	Batch Number	N		Mandatory	Number assigned by the ODFI to identify the batch.

<sup>1</sup>If an employer uses a payroll processor to create and transmit EFT files, the processor should use this field to enter the employer's name and FEIN .

<sup>2</sup> Mandatory values if the optional field is used.

# **Nacha CCD+ Format**

**CCD+ Entry Detail Record Format – Record Type 6**

**Table 3**

Field	Position	Length	Data Element	Format	Mandatory Values	Inclusion Requirement	Data Element Description
1	01 to 01	1	Record Type Code	N	6	Mandatory	Identifies the record as an Entry Detail Record.
2	02 to 03	2	Transaction Code	N	22	Mandatory	Identifies the credit as a deposit to a checking account.
3	04 to 11	8	Receiving DFI Identification	A/N		Mandatory	Identifies the RDFI receiving the entries. 0210 = Federal Reserve Routing Symbol 002 = ABA Institution Number
4	12 to 12	1	Check Digit	N	1	Mandatory	Ninth digit of the RDFI's Routing Number. Validates the number to insure it was not altered during transmission.
5	13 to 29	17	DFI Account Number	A/N		Mandatory	NYSCSPC Bank Account Number.
6	30 to 39	10	Amount	Currency		Mandatory	Dollar amount of the employee's child support obligation. \$0 must not be entered unless the record is serving as a pre-note.
7	40 to 54	15	Identification Number	A/N		Optional	Number meaningful to the employer for tracing purposes.
8	55 to 76	22	Receiving Company Name	A/N		Mandatory	Name of the County SCU to which the employer/state makes payments.
9	77 to 78	2	Discretionary Data	A/N		Optional	Codes significant to the ODFI.
10	79 to 79	1	Addenda Record Indicator	N	1	Mandatory	Indicates the existence of an Addenda Record.
11	80 to 94	15	Trace Number	N		Mandatory	Number that uniquely identifies the entry. 80 to 87: Routing Number of the ODFI 88 to 94: Entry Detail Sequence Number - assigned in ascending order to entries within each batch.

**CCD+ Addenda Record Format – Record Type 7**

**Table 4**

Field	Position	Length	Data Element	Format	Mandatory Values	Inclusion Requirement	Data Element Description
1	01 to 01	1	Record Type Code	N	7	Mandatory	Identifies the record as an Addenda Record.
2	02 to 03	2	Addenda Type Code	N	05	Mandatory	Associates the record with its Entry Detail Record.
3	04 to 83	80	DED Segment	A/N		Mandatory	Contains payment information corresponding to the child support account.
<b>DED Segment begins.</b>							
	3/3		Segment Identifier	ID	DED	Mandatory	Indicates the beginning of the DED Segment.
	1		Delimiter	A	*	Mandatory	
DED01	2/2		Application Identifier	ID	CS	Mandatory	Indicates the type of deduction being withheld from an employee's paycheck.
	1		Delimiter	A	*	Mandatory	
DED02	1/20		Case Identifier	A/N	NNNNNNNNN	Mandatory	Contains the non-custodial parent's child support account number.
	1		Delimiter	A	*	Mandatory	
DED03	6/6		Pay Date	DT	YYMMDD	Mandatory	Provides the date income was withheld from an employee's paycheck.
	1		Delimiter	A	*	Mandatory	
DED04	1/10		Payment Amount	N2		Mandatory	Provides the amount withheld from the employee's paycheck for the pay period. Must not be \$0 unless the Employment Terminator Indicator has a value of "Y."
	1		Delimiter	A	*	Mandatory	
DED05	9/9		NCP Social Security Number	AN	NNNNNNNNN	Mandatory	Provides the non-custodial parent's Social Security number.
	1		Delimiter	A	*	Mandatory	
DED06	1/1		Medical Support Indicator	A/N	Y or N	Mandatory	Indicates whether the employer offers family medical insurance coverage.
	1		Delimiter	A	*	Mandatory	
DED07	1/10		NCP Name	A/N		Mandatory	Contains the first seven letters of the non-custodial parent's last name, followed by the first three letters of his/her name.
	1		Delimiter	A	*	Mandatory	
DED08	5/7		FIPS Code	A/N	NNNNN	Optional	Contains the FIPS Code of the county to which the payer remits payments.
	1		Delimiter	A	*	Mandatory	
DED09	1/1		Employment Termination Indicator	A/N	Y	Optional <sup>1</sup>	Contains a value of "Y" if the employee has terminated employment.
	1		Segment Terminator	A	\	Mandatory	
<b>DED Segment terminates.</b>							
4	84 to 87	4	Addenda Sequence Number	N		Mandatory	Number consecutively assigned to each Addenda Record following the Entry Detail Record. The first Addenda Sequence Number must always be 0001.
5	88 to 94	7	Entry Detail Sequence Number	N			Contains the ascending sequence number section of the Entry Detail Record's Trace Number. The number is the same as the last seven digits of the Trace Number contained in the related Entry Detail Record.

<sup>1</sup> The omission of an optional element is noted by the placement of an asterisk in the place of that element. If an optional data element is the last data element in a segment and that field is not being used, the preceding asterisk is replaced by a backslash.



**CCD+ Addenda Record Format – Record Type 8**

**Table 5**

Field	Position	Length	Data Element	Format	Mandatory Values	Inclusion Requirement	Data Element Description
1	01 to 01	1	Record Type Code	N	8	Mandatory	Identifies the record as a Company/ Batch Control Record. The value must be "8."
2	02 to 04	3	Service Class Code	N	220	Mandatory	Identifies the dollar type entries to be exchanged. The value must match the value in the corresponding field of the Company/Batch Header Record.
3	05 to 10	6	Entry/Addenda Count	N		Mandatory	Number of Entry Detail and Addenda Records in the batch.
4	11 to 20	10	Entry Hash	N		Mandatory	Arithmetic sum of the Receiving DFI Identification fields in Entry Detail Records in the batch. If the sum is more than ten digits, the entry is the last ten digits of the sum.
5	21 to 32	12	Total Debit Amount	Currency	000000000000	Mandatory	Must be blank. The NYSCSPC does not accept ACH debits.
6	33 to 44	12	Total Credit Amount	Currency		Mandatory	Accumulated Entry Detail Record credit totals.
7	45 to 54	10	Company Identification	A/N	1NNNNNNNNN	Mandatory	The number "1" followed by the employer's EIN (IRS Employer Identification Number).
8	55 to 73	19	Message Authentication Code	A/N		Optional	Validates the authenticity of ACH entries using the DES algorithm.
9	74 to 79	6	Reserved	Blank		N/A	Reserved for future use by the ACH.
10	80 to 87	8	Originating DFI Identification	A/N	TTTTAAAA	Mandatory	Identifies the ODFI originating the entries. TTTT = Federal Reserve Routing Symbol AAAA = ABA Institution Identifier
11	88 to 94	7	Batch Number	N		Mandatory	Number assigned by the ODFI to identify the batch.

**File Control Record Format – Record Type 9****Table 6**

Field	Position	Length	Data Element	Format	Mandatory Values	Inclusion Requirement	Data Element Description
1	01 to 01	1	Record Type Code	N	9	Mandatory	Identifies the record as a File Control Record.
2	02 to 07	6	Batch Count	N		Mandatory	Number of Company/Batch Header records in the file.
3	08 to 13	6	Block Count	N		Mandatory	Number of physical blocks in the file.
4	14 to 21	8	Entry/Addenda Count	N		Mandatory	Number of Entry Detail and Addenda Records in the file.
5	22 to 31	10	Entry Hash	N		Mandatory	Sum of the corresponding fields in the Company/Batch Control Records.
6	32 to 43	12	Total Debit	Currency	000000000000	Mandatory	Must be blank. The NYSCSPC does not accept ACH debits.
7	44 to 55	12	Total Credit	Currency		Mandatory	Accumulated Company/Batch Control Record credit totals.
8	56 to 94	39	Reserved	N/A		N/A	Reserved for future use by the ACH

# **Nacha CTX Format**

**CTX Entry Detail Record Format – Record Type 6**

**Table 7**

Field	Position	Length	Data Element	Format	Mandatory Values	Inclusion Requirement	Data Element Description
1	01 to 01	1	Record Type Code	N	6	Mandatory	Identifies the record as an Entry Detail Record.
2	02 to 03	2	Transaction Code	N	22	Mandatory	Identifies the credit as a deposit to a checking account.
3	04 to 11	8	Receiving DFI Identification	A/N		Mandatory	Identifies the RDFI receiving the entries.
4	12 to 12	1	Check Digit	N	1	Mandatory	Ninth digit of the RDFI's Routing and Transit Number. Validates the number to insure it was not altered during transmission.
5	13 to 29	17	DFI Account Number	A/N		Mandatory	NYSCSPC Bank Account Number.
6	30 to 39	10	Amount	Currency		Mandatory	Dollar amount of the employee's child support obligation. \$0 must not be entered unless the record is serving as a pre-note.
7	40 to 54	15	Identification Number	A/N		Optional	Number meaningful to the employer for tracing purposes.
8	55 to 58	4	Number of addenda records	N		Mandatory	Count of Addenda Records associated with the Entry Detail Record.
9	59 to 74	16	Receiving Company Name	A/N		Mandatory	Name of the county SCU to which the employer/state makes payments. For multi-county payments, NYSCSPC is entered.
10	75 to 76	2	Reserved	Blank	Bb	N/A	Reserved for future ACH use.
11	77 to 78	2	Discretionary Data	A/N		Optional	Codes significant to the ODFI.
12	79 to 79	1	Addenda Record Indicator	N	1	Mandatory	Indicates the existence of an Addenda Record.
13	80 to 94	15	Trace Number	N		Mandatory	Number that uniquely identifies the entry. 80 to 87: Routing Number of the ODFI 88 to 94: Entry Detail Sequence Number - assigned in ascending order to entries within each batch.

**CTX Addenda Record Format – Record Type 7****Table 8**

Field	Position	Length	Data Element	Format	Mandatory Values	Inclusion Requirement	Data Element Description
1	01 to 01	1	Record Type Code	N	7	Mandatory	Identifies the record as an Addenda Record.
2	02 to 03	2	Addenda Type Code	N	05	Mandatory	Associates the record with its Entry Detail Record.
3	04 to 83	80	A820 Transaction Set	A/N	See Attachment II	Mandatory	Contains payment information corresponding to the child support account.
4	84 to 87	4	Addenda Sequence Number	N		Mandatory	Number consecutively assigned to each Addenda Record following the Entry Detail Record. The first Addenda Sequence Number must always be 0001.
5	88 to 94	7	Entry Detail Sequence Number	N			Contains the ascending sequence number section of the Entry Detail Record's Trace Number. The number is the same as the last seven digits of the Trace Number contained in the related Entry Detail Record.

**A820 Transaction Set**
**Table 9**

Field	Field Length	Data Element	Inclusion Requirement	Mandatory Values	
	3/3	Segment name	Mandatory	ISA	Identifies the segment.
	1/1	Data Element Separator	Mandatory	*	
ISA01	2/2	Authorization Information Qualifier	Mandatory		Identifies the type of information in the Authorization Information field.
	1/1	Data Element Separator	Mandatory	*	
ISA02	10/10	Authorization Information	Mandatory		Provides additional identification of the sender or data in the interchange.
	1/1	Separator	Mandatory	*	
ISA03	2/2	Security Information Qualifier	Mandatory		Identifies the type of information in the Security Information field.
	1/1	Data Element Separator	Mandatory	*	
ISA04	10/10	Security Information	Mandatory		Provides security information about the sender or the data in the interchange.
	1/1	Data Element Separator	Mandatory	*	
ISA05	2/2	Interchange ID Qualifier	Mandatory		Provides the system/method of code structure used to designate the Sender or Receiver ID element being qualified.
	1/1	Data Element Separator	Mandatory	*	
ISA06	15/15	Interchange Sender ID	Mandatory		Provides the code published by the Sender for parties to use as the Receiver ID to route data.
	1/1	Data Element Separator	Mandatory	*	
ISA07	2/2	Interchange ID Qualifier	Mandatory		Designates the system/method of code structure used to designate the Sender or Receiver ID element being qualified.
	1/1	Data Element Separator	Mandatory	*	
ISA08	15/15	Interchange Receiver ID	Mandatory		Code published by the Receiver to identify the Sender.
	1/1	Data Element Separator	Mandatory	*	
ISA09	6/6	Interchange Date	Mandatory		Indicates the date of the interchange.
	1/1	Data Element Separator	Mandatory	*	
ISA10	4/4	Interchange Time	Mandatory		Indicates the time of the interchange. Hours = 00 to24.
	1/1	Data Element Separator	Mandatory	*	
ISA11	1/1	Interface Control Standards Identifier	Mandatory		Identifies the agency responsible for the control standard applied to the message enclosed by the Interchange Header (ISA) and Trailer (IEA).
	1/1	Data Element Separator	Mandatory	*	
ISA12	5/5	Interchange Version Control Number	Mandatory		Version number of the interchange control segments.
	1/1	Data Element Separator	Mandatory	*	
ISA13	9/9	Interchange Control Number	Mandatory		With the Sender ID, this number uniquely identifies the interchange data to the receiver. This number must be the same as the value in IES02.

**A820 Transaction Set**
**Table 9**

	1/1	Data Element Separator	Mandatory	*	
ISA14	1/1	Acknowledgment Requested	Mandatory		Used by the sender to request an interchange acknowledgment.
	1/1	Data Element Separator	Mandatory	*	
ISA15	1/1	Test Indicator	Mandatory		Indicates if the data in the interchange is test or production.
	1/1	Data Element Separator	Mandatory	*	
ISA16	1/1	Sub-element Separator	Mandatory		Reserved for future expansion.
	1/1	Segment Separator	Mandatory	\	
	2/2	Segment Name	Mandatory	GS	
	1/1	Data Element Separator	Mandatory	*	
GS01	2/2	Functional Identifier Code	Mandatory		Identifies a group of application related transaction sets. For the 820 Payment Order/Remittance Advice, the value is "RA."
	1/1	Data Element Separator	Mandatory	*	
GS02	2/15	Application Senders Code	Mandatory		Identifies the Sender.
	1/1	Data Element Separator	Mandatory	*	
GS03	2/15	Application Receivers Code	Mandatory		Identifies the Receiver.
	1/1	Data Element Separator	Mandatory	*	
GS04	6/6	Date	Mandatory		YYMMDD
	1/1	Data Element Separator	Mandatory	*	
GS05	4/6	Time	Mandatory		HHMMSS. H = 00-24. SS is optional.
	1/1	Data Element Separator	Mandatory	*	
GS06	1/9	Group Control Number	Mandatory		Number assigned and maintained by the Sender; must be identical to the number in GE02.
	1/1	Data Element Separator	Mandatory	*	
GS07	1 / 2	Responsible Agency code	Mandatory		Used with GS08 to identify the issuer of the standard.
	1/1	Data Element Separator	Mandatory	*	
GS08	1/12	Version/Release/ Industry Identifier Code	Mandatory		Indicates the version, release, sub-release and industry identifier of the EDI standard being used. Positions 1-3 designate the Version Number; Positions 4-6 designate the Release and Sub-release level of the version; Positions 7-12 designate the Industry or Trade Association ID.
	1/1	Segment Separator	Mandatory	*	

**A820 Transaction Set**
**Table 9**

	2/2	Segment Name	Mandatory	ST	Identifies the segment.
ST01	3/3	Transaction Set Identifier Code	Mandatory		Uniquely identifies the transaction set. The value must be "820".
	1/1	Data Element Separator	Mandatory	*	
ST02	4/9	Transaction Set Control number	Mandatory		Unique control number assigned by the originating company.
	1/1	Segment Separator	Mandatory	*	
	3/3	Segment Name	Mandatory	BPR	
BPR01	1/1	Transaction Code	Mandatory		Designates the action to be taken.
	1/1	Data Element Separator	Mandatory	*	
BPR02	1/15	Monetary Amount	Mandatory		Total amount of all of the payments sent. The number will include the decimal point.
	1/1	Data Element Separator	Mandatory		
BPR03	1/1	Credit/Debit Code	Mandatory	C	"C" indicates a credit to the receiver and a debit to the originator.
	1/1	Data Element Separator	Mandatory	*	
BPR04	3/3	Payment Method Code	Mandatory		Indicates the transfer method.
	1/1	Data Element Separator	Mandatory	*	
BPR05	1/10	Payment Format	Optional		Identifies the payment format used.
	1/1	Data Element Separator	Conditional	* if BPR05 is populated	
BPR06	2/2	DFI ID Number Qualifier	Optional		Indicates the type of ID used by the DFI. If the field is populated, BPR07 must be populated.
	1/1	Data Element Separator	Conditional	* if BPR06 is populated	
BPR07	3/12	DFI Identification Number	Optional		Originating Financial Institution Identifier. If this field is populated, BPR06 must be populated.
	1/1	Data Element Separator	Conditional	* if BPR07 is populated	
BPR08	2/2	Account Number Qualifier Code	Optional		The Originating Financial Institution account number qualifier. If the field is populated, BPR09 must be populated.
	1/1	Data Element Separator	Conditional	* if BPR08 is populated	
BPR09	1/35	Account Number	Optional		Originating Company's account number. This field is required if BPR08 is populated.
	1/1	Data Element Separator	Conditional	* if BPR09 is populated	
BPR10	10/10	Originating Company Identifier	Optional		Company ID: The number "4" followed by the FEIN.
	1/1	Data Element Separator	Conditional	* if BPR10 is populated	
BPR11	9/9	Originating Company Supplemental Code	Optional		Code defined between the Originator and the Originating Depository Financial Institution that uniquely identifies the company initiating the transfer.
	1/1	Data Element Separator	Conditional	* if BPR11 is populated	
BPR12	2/2	DFI ID Number Qualifier	Optional		Code used for the type of ID number used by the DFI. If this field is populated, BPR13 must be populated.



**A820 Transaction Set**

**Table 9**

	1/1	Data Element Separator	Conditional	* if BPR12 is populated	
BPR13	3/12	DFI Identification Number	Optional		Receiving Financial Institution Number. If this field is populated, BPR12 must be populated.
	1/1	Data Element Separator	Conditional	* if BPR13 is populated	
BPR14	2/2	Account Number Qualifier Code	Optional		Identifies the Receiving Financial Institution bank account type. If this field is populated, BPR15 must be populated.
	1/1	Data Element Separator	Conditional	* if BPR14 is populated	
BPR15	1/35	Account Number	Optional		Receiver's bank account number. This field is required if BPR14 is populated.
	1/1	Data Element Separator	Conditional	* if BPR15 is populated	
BPR16	6/6	Effective Entry Date	Optional		Date the Originator intends for the transaction to be settled.
	1/1	Segment Separator	Conditional	* if BPR16 is populated	
	3/3	Segment Name	Mandatory	TRN	Identifies the segment.
TRN01	1/2	Trace Type Code	Mandatory		Identifies which transaction is being referenced.
	1/1	Data Element Separator	Mandatory	*	
TRN02	1/30	Reference Number	Mandatory		Contains the reference number that identifies the payment order/remittance advice. This number is unique between Sender and Receiver.
	1/1	Data Element Separator	Mandatory	*	
TRN03	10/10	Originating Company Identifier	Optional		Company ID: The number "1" followed by the FEIN.
	1/1	Data Element Separator	Conditional	* if TRN03 is populated	
TRN04	1/30	Reference Number	Optional		Uniquely identifies a sub-division within a company.
	1/1	Segment Separator	Conditional	* if TRN04 is populated	
	3/3	Segment Name	Mandatory	DED	Identifies the segment.
DED01	2/2	Application Identifier	Mandatory	CS	Indicates the type of deduction being withheld from an employee's paycheck.
	1/1	Data Element Separator	Mandatory	*	
DED02	1/20	Case Identifier	Mandatory	NNNNNNNN	Contains the non-custodial parent's case identifier
	1/1	Data Element Separator	Mandatory	*	
DED03	6/6	Pay Date	Mandatory		Provides the date income was withheld from an employee's paycheck.
	1/1	Data Element Separator	Mandatory	*	
DED04	1/10	Payment Amount	Mandatory		Provides the amount withheld from the employee's paycheck for the pay period. Must not be \$0 unless the Employment Terminator Indicator has a value of "Y."
	1/1	Data Element Separator	Mandatory	*	

**A820 Transaction Set**
**Table 9**

DED05	9/9	NCP Social Security Number	Mandatory	NNNNNNNNN	Provides the non-custodial parent's Social Security Number.
	1/1	Data Element Separator	Mandatory	*	
DED06	1/1	Medical Support Indicator	Mandatory		Indicates whether the employer offers family medical insurance coverage. "Y" = Yes, "N" = No
	1/1	Data Element Separator	Mandatory	*	
DED07	1/10	NCP Name	Mandatory		Contains the first seven letters of the non-custodial parent's last name, comma, and first three letters of his /her name.
	1/1	Data Element Separator	Mandatory	*	
DED08	5/7	FIPS Code	Optional	See Table 10	Contains the FIPS Code of the county to whom the employer remits payments.
	1/1	Data Element Separator	Mandatory	*	
DED09	1/1	Employment Termination Indicator	Optional		Contains a value of "Y" if the employee has terminated employment.
	1/1	Segment Separator	Mandatory	\	
	2/2	Segment Name	Mandatory	SE	Identifies the segment.
	1/1	Data Element Separator	Mandatory	*	
SE01	1/6	Number of Included Segments	Mandatory		Total number of segments included in the transaction set, including the ST and SE segments.
	1/1	Data Element Separator	Mandatory	*	
SE02	4/9	Transaction Set control Number	Mandatory		Identifying control number assigned by the Originator.
	1/1	Segment Separator	Mandatory	\	
	2/2	Segment Name	Mandatory	GE	
GE01	1/6	Number of Transactions Sets Included	Mandatory		Total number of transaction sets included in the functional group or interchange group terminated by the trailer.
	1/1	Data Element Separator	Mandatory	*	
GE02	1/9	Group Control Number	Mandatory		Number assigned by the sender; must be identical to the number contained in GS06.
	1/1	Segment Separator	Mandatory	*	
	3/3	Segment name	Mandatory	IEA	Identifies the segment.
	1/1	Data Element Separator	Mandatory	*	
IEA01	1/5	Number of included functional groups	Mandatory		Count of the number of functional groups included in the transmission.
	1/1	Data Element Separator	Mandatory	*	
IEA02	9/9	Interchange Control Number	Mandatory		Assigned by the Sender to uniquely identify the interchange data. Together with the Sender ID it uniquely identifies the interchange data to the Receiver. This number must be the same as the value in ISA13.
	1/1	Segment Separator	Mandatory	\	

# **Nacha PPD Format**

PPD Entry Detail Record					
Field	Data Element Name	Field Inclusion Requirement	Contents	Length	Position
1	Record Type Code	M	'6'	1	01-01
2	Transaction Code	M	Numeric	2	02-03
3	Receiving DFI Identification	M	TTTTAAAA	8	04-11
4	Check Digit	M	Numeric	1	12-12
5	DFI Account Number	R	Alphanumeric	17	13-29
6	Amount	M	\$\$\$\$\$\$cc	10	30-39
7	Individual Identification Number	O	Alphanumeric	15	40-54
8	Individual Name	R	Alphanumeric	22	55-76
9	Discretionary Data	O	Alphanumeric	2	77-78
10	Addenda Record Indicator	M	Numeric	1	79-79
11	Trace Number	M	Numeric	15	80-94

PPD Addenda Record					
Field	Data Element Name	Field Inclusion Requirement	Contents	Length	Position
1	Record Type Code	M	'7'	1	01-01
2	Addenda Type Code	M	'5'	2	02-03
3	Payment Related Information	O	Alphanumeric	80	04-83
4	Addenda Sequence Number	M	Numeric	4	84-87
5	Entry Detail Sequence Number	M	Numeric	7	88-94

# **Nacha IAT Format**

## IAT Company/ Batch Header Record-- CANADA

The Company/Batch Header Record introduces the application. It also identifies the Originator and briefly describes the application.

**NOTE: Alphanumeric fields - Left justified**

**Numeric fields - Right justified**

Field	Position	Length	Use	Name	Contents	NOTES
1	1-1	1	M	Record Type Code	5	The code identifying the Company/Batch Header Record
2	2-4	3	M	Service Class Code	"220"	Identifies the type of entries in the batch. "220" = credits only
3	5-20	16	0	IAT Indicator	blank	Replaces existing company name field (now moved to Addenda 711)
4	21-22	2	M	Foreign Exchange Indicator	FF	Fixed-to-Fixed - No Currency conversion. Entry is originated in a fixed-value amount and is to be received in the same fixed-value amount in the same currency. Fixed- value entries will have spaces in the Foreign Exchange Reference field.
5	23-23	1	R	Foreign Exchange Reference Indicator	blank	3 = Space filled
6	24-38	15	R	Foreign Exchange Reference	blank	Contains Rate, or Reference Number, or spaces.
7	39-40	2	M	ISO Destination Country Code	CA	Canada
8	41-50	10	M	Originator Identification	1460132001 for Canada	Provided by Originating DFI
9	51-53	3	M	Standard Entry Class Code (SEC)	"IAT"	New SEC Code for "IAT" transactions :
10	54-63	10	M	Company Entry Description	"NYChildSup"	Enter the description of the entry-- NYChildSup
11	64-66	3	M	ISO Originating Currency Code (Account Currency)	"USD"	Refer to International Organization for Standardization website for value: <a href="http://www.iso.org">www.iso.org</a>
12	67-69	3	M	ISO Destination Currency Code (Payment Currency)	"USD"	determined by field "4"
13	70-75	6	R	Effective Entry Date	YYMMDD	Date item(s) are to post to the receiver's account. Format: YYMMDD
14	76-78	3		Settlement Date (Julian)	blank	Inserted by ACH Operator
15	79-79	1	M	Originator Status Code	"1"	Identifies the Originator as a an institution other than the Federal Government
16	80-87	8	M	GO Identification/ODFI Identification		Provided by Originating DFI
17	88-94	7	M	Batch Number	Must be ascending	Assign batch numbers in ascending order.

### IAT Entry Detail Record

The Entry Detail Record contains information about the Receiver and the Receiver's financial institution.

Field	Position	Length	Use	Name	Contents	NOTES
1	1-1	1	M	Record Type Code	"6"	Code for identifying the Entry Detail Record
2	2-3	2	M	Transaction Code	"22"	Two-digit code that identifies checking or savings account credits/debits. Valid codes are: 22 = Automated deposit (checking credit)
3	4-11	8	M	GO Identification/RDFI Identification	TTTTAAAA	Receiving Institution's ABA
4	12-12	1	M	Check Digit	Numeric	Receiving Institution's check digit
5	13-16	4	M	Number of Addenda Records	0007	Number of addenda records for this entry record.
6	17-29	13	n/a	Reserved		
7	30-39	10	M	Amount	\$\$\$\$\$\$cc	Enter amount in dollars with two decimal places. Right-justified, left zero-filled, without a decimal point.
8	40-74	35	M	Foreign Receiver's Acct Nr/DFI Acct Nr	Alphanumeric	Receiver's account number—left-justified
9	75-76	2	n/a	Reserved	blank	
10	77-77	1	0	Gateway Operator OFAC Screening Indicator	blank	Blank = No screening has been conducted.
11	78-78	1	0	Secondary OFAC Screening Indicator	blank	Blank = No screening has been conducted .
12	79-79	1	M	Addenda Record Indicator	"1"	Addenda records follow this entry
13	80-94	15	M	Trace Number	Must be Progressive	CSMS Transaction number, must be loaded in progressive numeric order

**IAT First Addendum Record (710)**

The First Addenda Record identifies the Receiver of the transaction and the dollar amount of the payment.

Field	Position	Length	Use	Name	Contents	NOTES
1	1-1	1	M	Record Type Code	"7"	The code identifying the Addenda Record
2	2-3	2	M	Addenda Type Code	"10"	First Addenda Record for IAT
3	4-6	3	R	Transaction Type Code	"DEP"	Deposit
4	7-24	18	R	Foreign Payment Amount	\$\$\$\$\$\$\$¢¢	For FF payments this field should contain the USO amount or may be blank.
5	25-46	22	0	Foreign Trace Number	Blank	Insert blanks or zeros
6	47-81	35	M	Receiving Company Name/Individual Name	Name of Receiving Entity	Receiver's name
7	82-87	6	n/a	Reserved	blank	
8	88-94	7	M	Entry Detail Sequence Number	Same as 6 record field 13	Last 7 digits used for the trace number in the Entry Detail Record



**IAT Second Addendum Record (711)**

The Second and Third Addenda Records identify key information related to the Originator of the entry.

Field	Position	Length	Use	Name	Contents	NOTES
1	1-1	1	M	Record Type Code	"7"	The code identifying the Addenda Record
2	2-3	2	M	Addenda Type Code	"11"	Addenda Record for IAT
3	4-38	35	M	Originator Name	NYChildSup	Originator's Name
4	39-73	35	M	Originator Street Address	40 N Pearl St Albany NY 12243	Originator's physical address
5	74-87	14	n/a	Reserved	Blank	
6	88-94	7	M	Entry Detail Sequence Number	Same as 6 record	Last 7 digits used for the trace number in the Entry Detail Record

**IAT Third Addendum Record (712)**

Field	Position	Length	Use	Name	Contents	NOTES
1	1-1	1	M	Record Type Code	"7"	The code identifying the Addenda Record
2	2-3	2	M	Addenda Type Code	"12"	Third Addenda Record for IAT
3	4-38	35	M	Originator Name	Albany*NY\	City and State should be separated with an asterisk (*) as a delimiter and the field should end with a backslash (\). For example: San Francisco*CA\.
4	39-73	35	M	Originator Country & Postal Code	US*12243\	Data elements must be separated by an asterisk (*) and must end with a backslash (\) For example: US*10036\
5	74-87	14	n/a	Reserved	Blank	
6	88-94	7	M	Entry Detail Sequence Number	Same as 6 record	Last 7 digits used for the trace number in the Entry Detail Record

**IAT Fourth Addendum Record (713)**

The Fourth Addenda Record contains information related to the financial institution originating the entry.

Field	Position	Length	Use	Name	Contents	NOTE
1	1-1	1	M	Record Type Code	"7"	The code identifying the Addenda Record
2	2-3	2	M	Addenda Type Code	"13"	Fourth Addenda Record for IAT
3	4-38	35	M	Originating DFI Name		ODFI'S Name
4	39-40	2	M	Originating DFI Identification Number Qualifier	"01"	National Clearing System
5	41-74	34	M	Originating DFI Identification		Provided by Originating DFI
6	75-77	3	M	Originating DFI Branch Country Code	USO	Provided by Originating DFI
7	78-87	10	n/a	Reserved		
8	88-94	7	M	Entry Detail Sequence Number	Same as 6 record	Last 7 digits used for the trace number in the Entry Detail Record

**IAT Fifth Addendum Record (714)**

The Fifth Addenda Record identifies the Receiving financial institution holding the Receiver's account.

Field	Position	Length	Use	Name	Contents	NOTE
1	1-1	1	M	Record Type Code	"7"	The code identifying the Addenda Record
2	2-3	2	M	Addenda Type Code	"14"	Fifth Addenda Record for IAT
3	4-38	35	M	Receiving DFI Name	Name of Beneficiary Bank	
4	39-40	2	M	Receiving DFI Identification Number Qualifier		National Clearing System – (insert receiver Country name)
5	41-74	34	M	Receiving DFI Identification	Alphanumeric	Foreign RDFI's transit routing number—need to obtain from Canada
6	75-77	3	M	Receiving DFI Branch Country Code	Alphanumeric	This field contains a 2-character code as approved by the International Organization for Standardization(ISO) used to identify the country in which the branch of the bank that receives the entry is located.
7	78-87	10	n/a	Reserved	blank	
8	88-94	7	M	Entry Detail Sequence Number	Same as 6 record	Last 7 digits used for the trace number in the Entry Detail Record

### **IAT Sixth Addendum Record (715)**

The Sixth and Seventh Addenda Records identify information related to the Receiver.

Field	Position	Length	Use	Name	Contents	NOTE
1	1-1	1	M	Record Type Code	"7"	The code identifying the Addenda Record
2	2-3	2	M	Addenda Type Code	"15"	Sixth Addenda Record for IAT
3	4-18	15	0	Receiver Identification Number	optional	Used by the Originator to identify the Receiver
4	19-53	35	M	Receiver Street Address	Alphanumeric	Receiver's physical address
5	54-87	34	n/a	Reserved	blank	
6	88-94	7	M	Entry Detail Sequence Number	Numeric	Last 7 digits used for the trace number in the Entry Detail Record

### **IAT Seventh Addendum Record (716)**

Field	Position	Length	Use	Name	Contents	NOTES
1	1-1	1	M	Record Type Code	1171	The code identifying the Addenda Record
2	2-3	2	M	Addenda Type Code	"16"	Seventh Addenda Record for IAT
3	4-38	35	M	Receiver City, State/Province	Alphanumeric	City and State should be separated with an asterisk (*) as a delimiter and the field should end with a backslash (\). For example: San Francisco*CA\
4	39-73	35	M	Receiver Country & Postal Code	Alphanumeric	Data elements must be separated by an asterisk (*) and must end with a backslash (\). For example: US*10036\
5	74-87	14	n/a	Reserved	blank	
6	88-94	7	M	Entry Detail Sequence Number	Numeric	Last 7 digits used for the trace number in the Entry Detail Record

### **IAT Addendum Record for Remittance Information (717) only 2 records allowed for CTX payments**

This is an optional Addenda Record used to provide payment-related data.

Field	Position	Length	Use	Nam	Contents	NOTE
1	1-1	1	M	Record Type Code	"7"	The code identifying the Addenda Record
2	2-3	2	M	Addenda Type Code	1117"	Addenda Record for Remittance Information for IAT
3	4-83	80	0	Payment Related Information	Alphanumeric	Used to describe the payment
4	84-87	4	M	Addenda Sequence Number	Numeric	Sequence number of each '17" in ascending order beginning with 0001
5	88-94	7	M	Entry Detail Sequence Number	Numeric	Last 7 digits used for the trace number in the Entry Detail Record

717 for Canada

## IAT Company/Batch Header Record—other than CANADA

The Company/Batch Header Record introduces the application. It also identifies the Originator and briefly describes the application.

**NOTE: Alphanumeric fields - Left justified**

**Numeric fields - Right justified**

Field	Position	Length	Use	Name	Contents	NOTES
1	1-1	1	M	Record Type Code	5	The code identifying the Company/Batch Header Record
2	2-4	3	M	Service Class Code	"220"	Identifies the type of entries in the batch. "220" = credits only
3	5-20	16	0	IAT Indicator	blank	Replaces existing company name field (now moved to Addenda 711)
4	21-22	2	M	Foreign Exchange Indicator	FF	Fixed-to-Fixed - No Currency conversion. Entry is originated in a fixed-value amount and is to be received in the same fixed-value amount in the same currency. Fixed-value entries will have spaces in the Foreign Exchange Reference field.
5	23-23	1	R	Foreign Exchange Reference Indicator	blank	3 = Space filled
6	24-38	15	R	Foreign Exchange Reference	blank	Contains Rate, or Reference Number, or spaces.
7	39-40	2	M	ISO Destination Country Code	CA	Canada
8	41-50	10	M	Originator Identification	"1" = Tax ID	Provided by Originating DFI 1460132001 for Canada 1460132002 for Germany
9	51-53	3	M	Standard Entry Class Code (SEC)	"IAT"	New SEC Code for "IAT" transactions :
10	54-63	10	M	Company Entry Description	"NYChildSup"	Enter the description of the entry-- NYChildSup
11	64-66	3	M	ISO Originating Currency Code (Account Currency)	"USD"	Refer to International Organization for Standardization website for value: <a href="http://www.iso.org">www.iso.org</a>
12	67-69	3	M	ISO Destination Currency Code (Payment Currency)	"USD"	determined by field "4"
13	70-75	6	R	Effective Entry Date	YYMMDD	Date item(s) are to post to the receiver's account. Format: YYMMDD
14	76-78	3		Settlement Date (Julian)	blank	Inserted by ACH Operator
15	79-79	1	M	Originator Status Code	"1"	Identifies the Originator as a an institution other than the Federal Government
16	80-87	8	M	GO Identification/ODFI Identification		Provided by Originating DFI
17	88-94	7	M	Batch Number	Must be ascending	Assign batch numbers in ascending order.

### IAT Entry Detail Record

The Entry Detail Record contains information about the Receiver and the Receiver's financial institution.

Field	Position	Length	Use	Name	Contents	NOTES
1	1-1	1	M	Record Type Code	"6"	Code for identifying the Entry Detail Record
2	2-3	2	M	Transaction Code	"22"	Two-digit code that identifies checking or savings account credits/debits. Valid codes are: 22 = Automated deposit (checking credit)
3	4-11	8	M	GO Identification/RDFI Identification	TTTTAAAA	Receiving Institution's ABA
4	12-12	1	M	Check Digit	Numeric	Receiving Institution's check digit
5	13-16	4	M	Number of Addenda Records	0007	Number of addenda records for this entry record.
6	17-29	13	n/a	Reserved		
7	30-39	10	M	Amount	\$\$\$\$\$\$\$cc	Enter amount in dollars with two decimal places. Right-justified, left zero-filled, without a decimal point.
8	40-74	35	M	Foreign Receiver's Acct Nr/DFI Acct Nr	Alphanumeric	Receiver's account number—left-justified
9	75-76	2	n/a	Reserved	blank	
10	77-77	1	0	Gateway Operator OFAC Screening Indicator	blank	Blank = No screening has been conducted.
11	78-78	1	0	Secondary OFAC Screening Indicator	blank	Blank = No screening has been conducted.
12	79-79	1	M	Addenda Record Indicator	"1"	Addenda records follow this entry
13	80-94	15	M	Trace Number	Must be Progressive	CSMS Transaction number, must be loaded in progressive numeric order

**IAT First Addendum Record (710)**

The First Addenda Record identifies the Receiver of the transaction and the dollar amount of the payment.

Field	Position	Length	Use	Name	Contents	NOTES
1	1-1	1	M	Record Type Code	"7"	The code identifying the Addenda Record
2	2-3	2	M	Addenda Type Code	"10"	First Addenda Record for IAT
3	4-6	3	R	Transaction Type Code	"DEP"	Deposit
4	7-24	18	R	Foreign Payment Amount	\$\$\$\$\$\$\$\$cc	For FF payments this field should contain the USO amount or may be blank.
5	25-46	22	0	Foreign Trace Number	Blank	Insert blanks or zeros
6	47-81	35	M	Receiving Company Name/Individual Name	Name of Receiving Entity	Receiver's name
7	82-87	6	n/a	Reserved	blank	
8	88-94	7	M	Entry Detail Sequence Number	Same as 6 record field 13	Last 7 digits used for the trace number in the Entry Detail Record

**IAT Second Addendum Record (711)**

The Second and Third Addenda Records identify key information related to the Originator of the entry.

Field	Position	Length	Use	Name	Contents	NOTES
1	1-1	1	M	Record Type Code	"7"	The code identifying the Addenda Record
2	2-3	2	M	Addenda Type Code	"11"	Addenda Record for IAT
3	4-38	35	M	Originator Name	NYChildSup	Originator's Name
4	39-73	35	M	Originator Street Address	40 N Pearl St Albany NY 12243	Originator's physical address
5	74-87	14	n/a	Reserved	Blank	
6	88-94	7	M	Entry Detail Sequence Number	Same as 6 record	Last 7 digits used for the trace number in the Entry Detail Record

**IAT Third Addendum Record (712)**

Field	Position	Length	Use	Name	Contents	NOTES
1	1-1	1	M	Record Type Code	"7"	The code identifying the Addenda Record
2	2-3	2	M	Addenda Type Code	"12"	Third Addenda Record for IAT
3	4-38	35	M	Originator Name	Albany*NY\	City and State should be separated with an asterisk (*) as a delimiter and the field should end with a backslash (\). For example: San Francisco*CA\.
4	39-73	35	M	Originator Country & Postal Code	US*12243\	Data elements must be separated by an asterisk (*) and must end with a backslash (\) For example: US*10036\
5	74-87	14	n/a	Reserved	Blank	
6	88-94	7	M	Entry Detail Sequence Number	Same as 6 record	Last 7 digits used for the trace number in the Entry Detail Record

### IAT Fourth Addendum Record (713)

The Fourth Addenda Record contains information related to the financial institution originating the entry.

Field	Position	Length	Use	Name	Contents	NOTE
1	1-1	1	M	Record Type Code	"7"	The code identifying the Addenda Record
2	2-3	2	M	Addenda Type Code	"13"	Fourth Addenda Record for IAT
3	4-38	35	M	Originating DFI Name		ODFI'S Name
4	39-40	2	M	Originating DFI Identification Number Qualifier	"01"	National Clearing System
5	41-74	34	M	Originating DFI Identification		Provided by Originating DFI
6	75-77	3	M	Originating DFI Branch Country Code	USO	Provided by Originating DFI
7	78-87	10	n/a	Reserved		
8	88-94	7	M	Entry Detail Sequence Number	Same as 6 record	Last 7 digits used for the trace number in the Entry Detail Record

### IAT Fifth Addendum Record (714)

The Fifth Addenda Record identifies the Receiving financial institution holding the Receiver's account.

Field	Position	Length	Use	Name	Contents	NOTE
1	1-1	1	M	Record Type Code	"7"	The code identifying the Addenda Record
2	2-3	2	M	Addenda Type Code	"14"	Fifth Addenda Record for IAT
3	4-38	35	M	Receiving DFI Name	Name of Beneficiary Bank	
4	39-40	2	M	Receiving DFI Identification Number Qualifier		National Clearing System – (insert receiver Country name)
5	41-74	34	M	Receiving DFI Identification	Alphanumeric	Foreign RDFI's transit routing number—need to obtain from Canada
6	75-77	3	M	Receiving DFI Branch Country Code	Alphanumeric	This field contains a 2-character code as approved by the International Organization for Standardization(ISO) used to identify the country in which the branch of the bank that receives the entry is located.
7	78-87	10	n/a	Reserved	blank	
8	88-94	7	M	Entry Detail Sequence Number	Same as 6 record	Last 7 digits used for the trace number in the Entry Detail Record



### **IAT Sixth Addendum Record (715)**

The Sixth and Seventh Addenda Records identify information related to the Receiver.

Field	Position	Length	Use	Name	Contents	NOTE
1	1-1	1	M	Record Type Code	"7"	The code identifying the Addenda Record
2	2-3	2	M	Addenda Type Code	"15"	Sixth Addenda Record for IAT
3	4-18	15	O	Receiver Identification Number	optional	Used by the Originator to identify the Receiver
4	19-53	35	M	Receiver Street Address	Alphanumeric	Receiver's physical address
5	54-87	34	n/a	Reserved	blank	
6	88-94	7	M	Entry Detail Sequence Number	Numeric	Last 7 digits used for the trace number in the Entry Detail Record

### **IAT Seventh Addendum Record (716)**

Field	Position	Length	Use	Name	Contents	NOTES
1	1-1	1	M	Record Type Code	1171	The code identifying the Addenda Record
2	2-3	2	M	Addenda Type Code	"16"	Seventh Addenda Record for IAT
3	4-38	35	M	Receiver City, State/Province	Alphanumeric	City and State should be separated with an asterisk (*) as a delimiter and the field should end with a backslash (\). For example: San Francisco*CA\
4	39-73	35	M	Receiver Country & Postal Code	Alphanumeric	Data elements must be separated by an asterisk (*) and must end with a backslash (\). For example: US*10036\
5	74-87	14	n/a	Reserved	blank	
6	88-94	7	M	Entry Detail Sequence Number	Numeric	Last 7 digits used for the trace number in the Entry Detail Record

### **IAT Addendum Record for Remittance Information (717) only 2 records allowed for CTX payments**

This is an optional Addenda Record used to provide payment-related data.

Field	Position	Length	Use	Nam	Contents	NOTE
1	1-1	1	M	Record Type Code	"7"	The code identifying the Addenda Record
2	2-3	2	M	Addenda Type Code	1117"	Addenda Record for Remittance Information for IAT
3	4-83	80	O	Payment Related Information	Alphanumeric	Used to describe the payment
4	84-87	4	M	Addenda Sequence Number	Numeric	Sequence number of each '17" in ascending order beginning with 0001
5	88-94	7	M	Entry Detail Sequence Number	Numeric	Last 7 digits used for the trace number in the Entry Detail Record

# **Nacha Image Cash Letter (ICL) Format**

## Image Cash Letter Record Layout

### File Header Record (Type 01)

The File Header Record is mandatory and contains 14 fields. It is the first record of the file.

FIELD	FIELD NAME	USAGE	SIZE	POSITION	TYPE	VALUE
1	Record Type	Mandatory	2	01-02	N	Field value must be "01"
2	Standard Level	Mandatory	2	03-04	N	Field value must be "03" – Meaning use of the standard DSTU X9.37- 2003
3	File Indicator	Mandatory	1	05-05	A	Field value must be "P" – Meaning a production financial exchange file.
4	Immediate Destination Routing Number	Mandatory	9	06-14	N	
5	Immediate Origin Routing Number	Mandatory	9	15-23	N	
6	File Creation Date	Mandatory	8	24-31	N	YYYYMMDD Date the file was created
7	File Creation Time	Mandatory	4	32-35	N	The time the immediate origin institution creates the file: (UTC) HHMM HH: "00" thru "23" MM: "00" thru "59"
8	Resend Indicator	Mandatory	1	36-36	A	"N" Original File or "Y" Resend File - Meaning a file that contains the same data as a previously sent file.
9	Immediate Destination Name	Conditional	18	37-54	A	
10	Immediate Origin Name	Conditional	18	55-72	A	Short name that identifies your company
11	File ID Modifier	Conditional	1	73-73	AN	Value that differentiates this file from other files sent the same day
12	Country Code	Conditional	2	74-75	AB	Blanks
13	User Field	Conditional	4	76-79	AB	Blanks
14	Reserved	Mandatory	1	80-80	AB	Blanks

**Note:** All fields that are conditional and are not used shall be filled with blanks.

## Cash Letter Header Record (Type 10)

The Cash Letter Header Record is mandatory and contains 15 fields. It always follows a File Header Record (Type 01) unless a file contains multiple cash letters; then the Cash Letter Header Record shall follow a Cash Letter Control Record (Type 90).

FIELD	FIELD NAME	USAGE	SIZE	POSITION	TYPE	VALUE
1	Record Type	Mandatory	2	01-02	N	Field value must be "10"
2	Collection Type Indicator	Mandatory	2	03-04	N	Field value must be "12" or "90" – Meaning a deposit; the transaction carries value; data are treated as final. Note: Field 2 in Record 10 and 20 must be identical.
3	Destination Routing Number	Mandatory	9	05-13	N	
4	Immediate Origin Routing Number	Mandatory	9	14-22	N	
5	Cash Letter Business Date	Mandatory	8	23-30	N	YYYYMMDD Indicates the business date of the cash letter
6	Cash Letter Creation Date	Mandatory	8	31-38	N	YYYYMMDD Indicates the date the cash letter was created
7	Cash Letter Creation Time	Mandatory	4	39-42	N	The time the cash letter is created: (UTC) HHMM HH: "00" thru "23" MM: "00" thru "59"
8	Cash Letter Record Type Indicator	Mandatory	1	43-43	A	Field value must be "1" – Meaning the cash letter contains electronic check records and image records
9	Cash Letter Documentation Type Indicator	Conditional	1	44-44	A	Field value must be "G" – Meaning images are included.
10	Cash Letter ID	Mandatory	8	45-52	AN	Code that identifies each cash letter in the file uniquely.
11	Originator Contact Name	Conditional	14	53-66	ANS	Company name assigned to the depository account
12	Originator Contact Phone Number	Conditional	10	67-76	NB	Phone number of the contact at the company that creates the cash letter
13	Fed Work Type	Conditional	1	77-77	AB	Blanks
14	User Field	Conditional	2	78-79	AB	Blanks
15	Reserved	Mandatory	1	80-80	AB	Blanks

**Note:** All fields that are conditional and are not used shall be filled with blanks

## Bundle Header Record (Type 20)

The Bundle Header Record is mandatory and contains 10 fields. It always follows a Cash Letter Header Record (Type 10) unless a cash letter contains multiple bundles; then the Bundle Header Record follows a Bundle Control Record (Type 70).

FIELD	FIELD NAME	USAGE	SIZE	POSITION	TYPE	VALUE
1	Record Type	Mandatory	2	01-02	N	Field value must be "20"
2	Collection Type Indicator	Mandatory	2	03-04	N	Field value must be "12" or "90" – Meaning a deposit; the transaction carries value; data are treated as final. Note: Field 2 in Record 10 and 20 must be identical.
3	Destination Routing Number	Mandatory	9	05-13	N	
4	Immediate Origin Routing Number	Mandatory	9	14-22	N	
5	Bundle Business Date	Mandatory	8	23-30	N	YYYYMMDD Indicates the business date of the bundle
6	Bundle Creation Date	Mandatory	8	31-38	N	YYYYMMDD Indicates the date the bundle was created
7	Bundle ID	Mandatory	10	39-48	AN	A number that uniquely identifies the bundle within the cash letter
8	Bundle Sequence Number	Conditional	4	49-52	NB	A number assigned by the creator and usually denotes the relative position of the bundle in the cash letter
9	Cycle Number	Conditional	2	53-54	AN	A code assigned by the creator. May denote the day of the week or other internal reference
10	Return Location Routing Number	Conditional	9	55-63	AB	Blanks
11	User Field	Conditional	5	64-68	AB	Blanks
12	Reserved	Mandatory	12	69-80	AB	Blanks

**Note:** All fields that are conditional and are not used shall be filled with blanks.

## Check Detail Record (Type 25)

The Check Detail Record is mandatory, contains 15 fields, and must exactly represent the MICR data, to include check number. One Check Detail Record must be sent for each check. The data in fields 2 through 7 represent the check MICR line; the order of these fields is the order in which they physically appear on the check. The complete MICR line of the check must be sent in the appropriate fields in the 25 Record. No numbers on the check MICR line may be omitted.

FIELD	FIELD NAME	USAGE	SIZE	POSITION	TYPE	VALUE
1	Record Type	Mandatory	2	01-02	N	Field value must be "25".
2	Auxiliary On-Ups	Conditional	15	03-17	NBSM Dash	Up to 15 characters. Spaces, "-" (indicating a dash), and numbers are acceptable characters.
3	External Processing Code	Conditional	1	18-18	ANS	1 numeric character (position 44 of the MICR line).
4	Payor Bank Routing Number	Mandatory	8	19-26	N	Payor Bank Routing Number (no dashes).
5	Payor Bank Routing Number Check Digit	Mandatory	1	27-27	N	A digit used with a modular check digit routine to validate the Routing Number.
6	On-Ups	Conditional	20	28-47	NBSM OS	Data specified by the payor bank. On-Ups data usually consists of the payor's account number, a serial number or transaction code, or both. Acceptable characters: spaces, "-" (indicating a dash), "/" (indicating On-Ups symbol), and numbers. Note: Use blanks for any unused
7	Item Amount	Mandatory	10	48-57	N	The US dollar value of the check. Must be right justified, zero filled, and be a non-zero positive amount.
8	Item Sequence Number	Mandatory	15	58-72	NB	A number assigned by creator that uniquely identifies the item in the cash letter.
9	Document Type Indicator	Conditional	1	73-73	AN	Field value must be "G" - Meaning there are 2 images present.
10	Return Acceptance Indicator	Conditional	1	74-74	AB	Blanks
11	MICR Valid Indicator	Conditional	1	75-75	AB	Blanks
12	BOFD Indicator	Mandatory	1	76-76	A	Field value preferred to be "U". If a value of "N" or "Y" is sent, the indicator will be ignored and passed as received. BAC will use the 26 Record to determine BOFD
13	Check Detail Record Addendum Count	Mandatory	2	77-78	N	The number of addendum records associated with this check detail record.
14	Correction Indicator	Conditional	1	79-79	AB	Blanks
15	Archive Type Indicator	Conditional	1	80-80	AB	Blanks

Note: All fields that are conditional and are not used shall be filled with blanks.

## Image View Detail Record (Type 50)

The Image View Detail Record is mandatory and contains 17 fields. This record follows its immediately preceding Check Detail Record (Type 25). The Image View Detail Record is one of two records (Type 50 and Type 52) that are used together to convey an image view associated with the related Check Detail Record (Type 25). Both an Image View Detail Record and an Image View Data Record (Type 52) must be present for each related Check Detail Record in the file.

FIELD	FIELD NAME	USAGE	SIZE	POSITION	TYPE	VALUE
1	Record Type	Mandatory	2	01-02	N	Field value must be "50"
2	Image Indicator	Mandatory	1	03-03	N	"1" Indicates image view present, actual check "2" if image of IRD (based on position 44 of the MICR line)
3	Image Creator Routing Number	Mandatory	9	04-12	N	
4	Image Creator Date	Mandatory	8	13-20	N	YYYYMMDD Indicates date the image was created.
5	Image View Format Indicator	Mandatory	2	21-22	NB	Field value must be "0" – Meaning TIFF 6; Extension: TIF.
6	Image View Compression Algorithm Identifier	Mandatory	2	23-24	NB	Field value must be "0" – Meaning Group 4 facsimile compression.
7	Image View Data Size	Conditional	7	25-31	N	Total number of bytes in the related Image View Data Record (Type 52) Image Data (field 19)
8	View Side Indicator	Mandatory	1	32-32	N	Indicate either: "0" front image view "1" back image view
9	View Descriptor	Mandatory	2	33-34	N	Field value must be "00" – Meaning full view.
10	Digital Signature Indicator	Mandatory	1	35-35	NB	Field value must be "0" - Meaning digital signature is not present.
11	Digital Signature Method	Conditional	2	36-37	AB	Blanks
12	Security Key Size	Conditional	5	38-42	AB	Blanks
13	Start of Protected Data	Conditional	7	43-49	AB	Blanks
14	Length of Protected Data	Conditional	7	50-56	AB	Blanks
15	Image Recreate Indicator	Conditional	1	57-57	AB	Blanks
16	User Field	Conditional	8	56-65	AB	Blanks
17	Reserved	Mandatory	15	66-80	AB	Blanks

**Note:** All fields that are conditional and are not used shall be filled with blanks.

## Image View Data Record (Type 52)

The Image View Data Record is mandatory and contains 19 fields. This record follows its immediately preceding Image View Detail Record (Type 50). 16 of the 19 fields are fixed length and three are variable length. The Image View Data Record is one of two records (Type 50 and Type 52) that are used together to convey an image view associated with the related Check Detail Record (Type 25). Both an Image View Detail Record (Type 50) and an Image View Data Record must be present for each related Check Detail Record.

FIELD	FIELD NAME	USAGE	SIZE	POSITION	TYPE	VALUE
1	Record Type	Mandatory	2	01-02	N	Field value must be "52".
2	Client ID	Mandatory	9	03-11	N	Client identification number assigned and provided during implementation.
3	Bundle Business Date	Mandatory	8	12-19	N	YYYYMMDD Indicates the business date of the bundle.
4	Cycle Number	Conditional	2	20-21	AN	A code assigned by creator. May denote the day of the week or other internal reference number.
5	Item Sequence Number	Mandatory	15	22-36	NB	A number assigned by creator that uniquely identifies each Check Detail Record (Type 25) in the cash letter.
6	Security Originator Name	Conditional	16	37-52	AB	Blanks
7	Security Authenticator Name	Conditional	16	53-68	AB	Blanks
8	Security Key Name	Conditional	16	69-84	AB	Blanks
9	Clipping Origin	Mandatory	1	85-85	NB	Field value must be "0" – Meaning clipping information is not present.
10	Clipping Coordinate h1	Conditional	4	86-89	AB	Blanks
11	Clipping Coordinate h2	Conditional	4	90-93	AB	Blanks
12	Clipping Coordinate v1	Conditional	4	94-97	AB	Blanks
13	Clipping Coordinate v2	Conditional	4	98-101	AB	Blanks
14	Length of Image Reference Key	Mandatory	4	102-105	NB	Field value must be "0" – Meaning image reference key is not present.
15	Image Reference Key	Conditional	Var (X)	106-(105+X)	ANS	Field Omitted
16	Length of Digital Signature		5	(106+X)- (110+X)	NB	Field value must be "0" – Meaning digital signature is not present.
17	Digital Signature	Mandatory	Var (Y)	(111+X)- (110+X+Y)	Binary	Field Omitted
18	Length of Image Data	Mandatory	7	(111+X+Y)- (117+X+Y)	NB	Total number of bytes in the Image Data (field 19) in this Image View Data Record.
19	Image Data	Mandatory	Var (Z)	(118+X+Y)- (117+X+Y+Z)	Binary	The Image Data field contains the image view.



## Bundle Control Record (Type 70)

The Bundle Control Record is mandatory and contains seven fields. It is present to complete a bundle that began with a Bundle Header Record (Type 20). There must be one Bundle Control Record corresponding to each Bundle Header Record (Type 20). This record always follows the Image View Data Record (Type 52). It is the last record of the bundle.

FIELD	FIELD NAME	USAGE	SIZE	POSITION	TYPE	VALUE
1	Record Type	Mandatory	2	01-02	N	Field value must be "70"
2	Items within Bundle Count	Mandatory	4	03-06	N	Total number items sent within a bundle
3	Bundle Total Amount	Mandatory	12	07-18	N	Total US dollar value of the items within the bundle <i>NOTE: Maximum cash letter amount is \$99,999,999.99</i>
4	MICR Valid Total Amount	Conditional	12	19-30	N	Total US dollar value of the items within the bundle. <i>NOTE: Maximum cash letter amount is \$99,999,999.99</i>
5	Images within Bundle Count	Conditional	5	31-35	N	Total number of image views within a bundle. It is expected that there is a front and back image for each item (therefore, should be 2X the number of items in the bundle)
6	User Field	Conditional	20	36-55	AB	Blanks
7	Reserved	Mandatory	25	56-80	AB	Blanks

**Note:** All fields that are conditional and are not used shall be filled with blanks.

## Cash Letter Control Record (Type 90)

The Cash Letter Control Record is mandatory and contains eight fields. There must be one Cash Letter Control Record corresponding to each Cash Letter Header Record (Type 10) and is the last record in the cash letter. It always follows a Bundle Header Record (Type 70).

FIELD	FIELD NAME	USAGE	SIZE	POSITION	TYPE	VALUE
1	Record Type	Mandatory	2	01-02	N	Field value must be "90"
2	Bundle Count	Mandatory	6	03-08	N	Total number of bundles within the cash letter
3	Items within Cash Letter Count	Mandatory	8	09-16	N	Total number of items sent within the cash letter (all Check Detail Records – Type 25)
4	Cash Letter Total Amount	Mandatory	14	17-30	N	Total US dollar value of the cash letter. <i>NOTE: Maximum cash letter amount is \$99,999,999.99</i>
5	Images within Cash Letter Count	Conditional	9	31-39	N	Total number of image views within a cash letter. It is expected that there is a front and back image for each item (therefore, should be 2X the number of items in the bundle)
6	Originator Contact Name	Conditional	18	40-57	A	Must match the field 11 of the Cash Letter Header Record (Type 10).
7	Settlement Date	Conditional	8	56-65	AB	Blanks
8	Reserved	Mandatory	15	66-80	AB	Blanks

**Note:** All fields that are conditional and are not used shall be filled with blanks.

## File Control Record (Type 99)

The File Control Record is mandatory and contains eight fields. It is the final record of the image cash letter file. It always follows a Cash Letter Control Record (Type 90).

FIELD	FIELD NAME	USAGE	SIZE	POSITION	TYPE	VALUE
1	Record Type	Mandatory	2	01-02	N	Field value must be "99"
2	Cash Letter Count	Mandatory	6	03-08	N	Total number of cash letters within the file
3	Total Record Count	Mandatory	8	09-16	N	Total number of records of all types sent in the file, including the File Control Record
4	Total Item Count	Mandatory	8	17-24	N	Total number of items sent within the file (all Check Detail Records – Type 25)
5	File Total Amount	Mandatory	16	25-40	N	Total US dollar value of the complete file (all Check Detail Records – Type 25)
6	Immediate Origin Contact Name	Conditional	14	41-54	AB	Blanks
7	Immediate Origin Contact Phone Number	Conditional	10	55-64	AB	Blanks
8	Reserved	Mandatory	16	65-80	AB	Blanks

**Note:** All fields that are conditional and are not used shall be filled with blanks.

**PAYMENT PROCESSING ELECTRONIC FILE SUBMISSION TO THE OTDA**

	<b><u>DATAELEMENT</u></b>	<b><u>SIZE</u></b>
01	SEQUENCE-REC	
05	SEQUENCE NO	PIC 9(6)
05	SEQUENCE FILE DATE	PIC 9(6)
05	SEQUENCE FILLER	PIC X(68)
01	PAYMENT-REC	
05	RECORD TYPE	PIC X(1)
05	LOCAL DISTRICT CODE	PIC 9(2)
05	BATCH TYPE	PIC 9(2)
05	CSMS ACCOUNT NUMBER	PIC X(9)
05	DATE OF COLLECTION	PIC 9(6)
05	PAYMENT AMOUNT	PIC 9(4)V99
05	PAYMENT OPTIONAL FIELD1	PIC X(15)
05	PAYMENT OPTIONAL FIELD2	PIC X(9)
05	FEES AMOUNT	PIC 9(7)V99
05	PAYMENT FILLER	PIC X(21)
01	TOTAL-REC	
05	RECORD TYPE	PIC X(1)
05	LOCAL DISTRICT CODE	PIC 9(2)
05	TOTAL SOURCE RECORDS	PIC 9(6)
05	TOTAL SOURCE AMOUNT	PIC 9(7)V99
05	FILLER	PIC X(62)
01	RECONCILIATION-REC	
05	RECORD TYPE	PIC X(1)
05	LOCAL DISTRICT CODE	PIC 9(2)
05	PROCESSING DATE	PIC 9(6)
05	TOTAL DEPOSITS	PIC S9(7)V99
05	TOTAL WIRE TRANSFER AMOUNT	PIC S9(7)V99
05	TOTAL NUMBER OF CHECKS	PIC 9(6)
05	TOTAL AMOUNT DISBURSED	PIC S9(7)V99
05	FILLER	PIC 9(38)

**RETURN DATA FILE LAYOUT TO SUPPORT CP ELECTRONIC  
PAYMENTS (DIRECT DEPOSIT AND DEBIT CARD) DATA  
CAPTURE SERVICES**

<u>DATA ELEMENT</u>	<u>SIZE</u>	<u>COMMENT</u>	<u>DOCUMENT</u>
COUNTY CODE	PIC 9(2)		<u>REFERENCE #</u>
CSMS-CASE-ID	PIC X(9)		2
EFT-BANK-ACCT-NO	PIC X(17)		3
ABA-ROUTING-NO	PIC X(9)		4
ACCOUNT-TYPE	PIC X(2)	THE CURRENT VALUES FOR THE ACCOUNT-TYPE ARE: 22 = CHECKING ACCOUNT 32 = SAVINGS ACCOUNT 42 = DEBIT CARD	5
STATUS	PIC X(2)	THE CURRENT VALUES FOR  RJ = <del>REJECTED</del> RESTARTED ARE: TR = TERMINATED CH = CHANGE  NR = NAME CONFLICT	6
FILLER		PIC X(59)	7

## Glossary

ACT	Activated
ACH	Automated Clearing House
Cash Concentration or Disbursement Entries (CCD/CCD+)	Standardized format used for electronic funds 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.
Corporate Trade Exchange (CTX)	Standardized format used for electronic funds 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 Cash concentration or disbursement entries (CCD and CCD+) format.
Debit Card	A value source card, it is restricted for child support disbursements that are wired to CP debit card accounts.
DED	Deduction for Child Support
DMSBA	Disbursement Method Summary By Account
EDI	"Electronic Data Interchange". Process by which
EFT	"Electronic Funds Transfer". Process by which money is transmitted electronically from one bank account to another.
IAT	International ACH transactions, NACHA approved format for sending International Electronic Fund Transfers to Child Support Units in other countries.

Image Cash Letter (ICL)	A banking service used by companies to create electronic deposits and present check data and images for payment via Image exchange and Image
NACHA	<del>Real Time Clearing (RTD) Clearing</del> National Automated Clearing House Association®. The Association that establishes the standards, rules, and procedures that enable financial institutions to exchange payments on a national basis.
NYSCCPC	New York State Child Support Processing Center
ODFI	Originating Depository Financial Institution
RDFI	Receiving Depository Financial Institution
SSN	Social Security Number

## Appendix T – Draft Agreement

STATE OF NEW YORK  
OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE  
CONTRACT NUMBER CXXXXXX

### Banking Services in Support of Centralized Support Collections 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"), and the Contractor ("Contractor" also known as the "Vendor"), and is effective as of the date of approval by the New York State Office of the State Comptroller, Department of Audit and Control, after execution by all parties.

#### WITNESSETH

**WHEREAS**, OTDA requires Banking Services in Support of Centralized Support Collections and Enforcement (the Services); and

**WHEREAS**, OTDA has issued an Invitation for Bid (IFB), for the purposes of entering into an Agreement for the Services; and

**WHEREAS**, the Contractor reviewed and analyzed the OTDA's needs as contained in said IFB, and submitted a Proposal; and

**WHEREAS**, it has been determined that the Contractor's Proposal offered the best price solution; and

**NOW, THEREFORE**, OTDA and the Contractor AGREE as follows:



## **ARTICLE 1: AGREEMENT DURATION AND AMENDMENT**

The term of this Agreement will be for a period of five (5) years of Banking Services, with an additional transition period to begin January 2, 2024 or upon approval of the Contract by the Office of State Comptroller, whichever is later. The 5 years of services will begin April 1, 2024.

The Agreement will not become effective until it has been executed and signed by all appropriate State agencies, including the Office of the State Comptroller, and shall continue for its Term, subject to the termination provisions of Appendix B, Section 35.

OTDA shall have the right to re-negotiate the terms and conditions of the Agreement in the event applicable New York State or Federal statutes, policy, rules, regulations and/or guidelines are altered from those existing at the time of the execution of this Agreement, in order to be in continuous compliance therewith. It shall be understood that, in the event OTDA and the Contractor are unable to mutually agree to a set of terms and conditions through re-negotiation, the terms and conditions required to continue the Agreement in compliance with revised State or Federal statutes, policy, rules, regulations and/or guidelines shall be decided by the Commissioner of OTDA or his/her duly authorized representative(s) or designee(s).

Unless otherwise provided, this Agreement is subject to amendment only upon mutual consent of the parties, reduced to writing and approved by OSC.

## **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 among these documents shall be resolved in the following order of precedence:

1. Appendix A – Standard Clauses for New York State Contracts;
2. Amendments to this Contract (if any);
3. Appendix T - AGREEMENT – (This Document), including the following appendices in the following order of precedence:
  - a. Appendix B-1 OTDA Security and Confidentiality Terms;
  - b. Appendix B – OTDA Terms and Conditions;
  - c. Appendix W – Scope of Work;
  - d. All applicable MWBE and SDVOB Compliance Forms as outlined in the RFP;
  - e. Appendix C – Offeror’s Certified Statements, as completed by the Contractor;
  - f. Appendix P as completed by the Contractor and approved by OTDA;
  - g. The IFB including all Amendments to the IFB, including Questions and Answers, all appendices, Attachments and Exhibits not specifically identified in this Article 2; and
4. Contractor’s Proposal - excluding the Contractor’s Banking Schedules.
5. Contractor’s Banking Schedules - the banking services schedules and other standard Bank-related documents submitted by the Bank with its proposal (“Contractor’s Banking Services Schedules”). Nothing contained in such Contractor’s Banking Services Schedules will be effective to the extent that it constitutes a material variance with the terms of the IFB, or any of the above-referenced documents, or to the extent that it has not been accepted by OTDA in the final Agreement.

The parties understand and agree that any and all proposed modifications or exceptions taken by the Contractor to OTDA’s IFB are hereby withdrawn, except only to the extent that such modifications or exceptions have been explicitly incorporated into this Agreement.

## ARTICLE 3: COMPENSATION

The prices set forth in this Agreement shall remain the same for the duration of the Agreement.

Payments will be based on the actual monthly volumes and the Contractor will be reimbursed monthly for these services based on items processed for the preceding month.

The Contractor's Compensation will be calculated as follows:

1. **Transition** – The total fixed price for transition of the Services as required in Appendix W.
2. **Reimbursable Expenses** – Separate records must be maintained for reimbursable expenses. Reimbursable expenses are the costs of paper and printing supplies directly and reasonably incurred by the Contractor associated with the printing of deposit slips and check stock, Deposit Supplies, cash receipt books costs incurred for each support account, postage, and FDIC expenses shall be subject to reimbursement by the OTDA. The OTDA reserves the right to require reasonable evidence, including the requirement that the Contractor follow formal bidding procedures, that the best available vendor has been obtained, price and all other factors considered.
3. **Banking Services Fees** – For each month throughout the Contract term beginning with the Operations start date of April 1, 2024, the Contractor will calculate the monthly banking service fees separately for each of the sixty (60) bank accounts for the Services by multiplying the actual monthly volume for each category of service for the respective bank accounts by the per item fixed price costs for the respective banking services category as set forth in the Contractor's Proposal, (Appendix P). The resultant individual amounts will be included on the monthly summary as required in Section II.D.3.e.ii of Appendix W.
  - a. Earnings Credits and Method of Compensation:

OTDA, in consultation with the State of New York Office of the State Comptroller ("OSC"), which is the statutory superintendent of all accounts in which the State is interested, or subject to the approval of the OSC as to accounts maintained under the OSC EIN, reserves the right to determine the method to be used to compensate the Contractor for the Banking Services Fees. This determination will be made on an account-by-account basis. The method may include Direct Fee, Compensating Balances, or a combination of both. The method of compensation shall be that which is expected to provide the lowest cost of Services to the State of New York (the "State"), as determined by ("OSC") in consultation with OTDA. OSC, in consultation with OTDA, reserves the right to change the compensation method. There shall be no deviation in proposed cost regardless of method of compensation chosen by the State. OSC, in consultation with OTDA, will not change the method of compensation at a frequency greater than once annually, except in extraordinary circumstances, as determined by OSC, in consultation with OTDA. OSC, in consultation with OTDA, shall provide the Contractor with advance notice of such a change. If an alternate payment method is deemed necessary by OSC, in consultation with OTDA, payment procedures shall be established by authorized representatives of the Contractor and OSC, in consultation with OTDA, depending on the method of compensation.

Beginning with the first (1st) month that each of the fifty-eight (58) local district SCUs, the Non-IV-D Services Unit, and the Administrative bank account (resulting in a total of sixty (60) bank accounts) are opened and each month thereafter, the Contractor must by the twentieth (20th) day of the following month, calculate the "Earnings Credits" (defined below). The monthly Earnings Credits must appear on the monthly analysis statement to be provided for each bank

account in accordance with Appendix W. Contractor must provide a separate monthly bank account analysis statement for each of the sixty (60) bank accounts covered by this Agreement to OTDA along with the invoice to OTDA as applicable, with copies to OSC. The monthly analysis statement, as required by Appendix W, must also include (but not be limited to) the following information related to the accounts: statement period; average available daily balance; monthly volume and total costs associated with the Accounts, current month's total Earnings Credit, as well as an annual "year-to-date" balance of Earnings Credits (i.e., period to date excess allowance), which depending upon the method of compensation chosen by OTDA in consultation with OSC, shall be calculated by using the following formula:

i. For Payment by Direct Fee:

If OTDA, following consultation with OSC, elects to pay Contractor's fees directly (i.e., payment by "Direct Fee"), in whole or in part, it may choose to offset the fee payment with Earnings Credits (as hereinafter defined). If, for any month, the Earnings Credits exceed the monthly bank charges, the Bank shall carry forward the excess to the following month(s) or, at the election of OTDA after consulting with OSC, at the end of the contract, any such excess may be applied, as directed by OSC, against the cost of Services for any other Compensating Balance relationship the Bank has with OTDA or OSC under the OSC EIN.

Earnings Credits are to be calculated using the following formula:

$$\text{Earnings Credits} = (\text{average available account balance}) \times (\text{ECR}) \times \text{Time}$$

Where:

**ECR** = Earnings Credit Rate, the determination of which is described below

**Time** = number of days in period/365

The Earnings Credit Rate is the monthly average investment rate on the thirteen-week Treasury Bill, as determined at the weekly auction and published on the US Treasury website. The Earnings Credit Rate shall be determined by OSC and confirmed with the Contractor monthly. OSC will not use any other method of calculation for the ECR.

Payment for Services by Direct Fee must be billed by the Contractor to OTDA, with a copy to OSC Cash Management Unit, and will be paid in accordance with the voucher and audit procedures set forth in Article 4.B, below.

ii. For Payment by Compensating Balance:

If OTDA, following consultation with OSC, elects to pay by Compensating Balance, an account specific to this use may need to be established. The value of the Compensating Balances shall be calculated using the same formula as shown above under "Payment by Direct Fee" provided, however, that the Earnings Credit Rate shall be determined based on an OSC computation which factors a three-year average spread between OSC's Short Term Investment Pool rate and the monthly average investment rate on the three-month Treasury Bill as determined at the weekly auction and published on the US Treasury website or the Contractor's standard rate, whichever is greater. The Earnings Credit Rate shall be determined by OSC and confirmed with the Contractor monthly.

iii. In case of excess Earning Credits:

The OTDA fully expects that on an individual bank account basis for the fifty-eight (58) local district SCUs, the Non-IV-D Services Unit, and the Administrative bank account (resulting in a total of sixty (60) bank accounts), the Earnings Credits, required to be determined on the average daily balance of funds on deposit throughout a given month may be equal to or greater than the banking services fee incurred on those respective accounts throughout the same month. On the occasion when the Earnings Credits are greater than the banking services fees, the Contractor must apply the excess Earnings Credits to the monthly analysis statement by the twelfth (12th) day of the following month and carry forward such balance throughout the full term of the contract to be applied against future banking services fees. For the accounts where Earnings Credits are equal to the banking services fees, the monthly statement will show the charges offset by the Earnings Credit. For the accounts that do not have Earnings Credits that fully offset the banking services fees in any given month, the OTDA will be billed with a copy sent to OSC. If Earnings Credits remain as of the end date (whether by termination or expiration) of this Agreement, at OTDA's sole election, such remaining Earnings Credits shall either (1) be converted to Net Earnings/Interest to be credited to each respective bank account or (2) be applied to any other banking services (including services covered under a separate agreement) provided by the Contractor to the State of New York and any of its agencies or the local districts, as applicable. Contractor shall not be entitled to fees, costs, or rate changes that are more than those set forth in its cost proposal (Appendix P) upon OTDA's election of (1) or (2) of the preceding sentence. This paragraph applies to the entirety of this section (a), regardless of whether payment is made in accordance with paragraph (i) or (ii), above, or a hybrid thereof, for any billing period.

#### **ARTICLE 4: PAYMENT AND INVOICES**

Invoicing will be submitted in arrears by the Contractor. Timeliness of payment and any fees to be paid to the Contractor for late payment shall be governed by the laws of the State of New York. To ensure the timely processing and payment of Contract invoices, they must be submitted to the Business Service Center (BSC).

Submit invoices via one of the following methods:

- A. Preferred Method: Email a PDF copy of your signed invoice to the BSC at:

[AccountsPayable@ogs.ny.gov](mailto:AccountsPayable@ogs.ny.gov) with a subject field as follows:

Subject: Unit ID: TDA01 Contract # CXXXXXX

(Do **NOT** send a paper copy in addition to your emailed invoice.)

With a copy to:

[CashManagement@osc.ny.gov](mailto:CashManagement@osc.ny.gov)

- B. Alternate Method: Mail invoices to BSC at the following U.S. postal address:

NYS Office of Temporary and Disability Assistance

Unit ID: TDA01

c/o NYS OGS BSC Accounts Payable

Building 5, 5<sup>th</sup> Floor

1220 Washington Ave.  
Albany, NY 12226-1900

Include all Required Information on invoices:

Contractor's Name;

Contractor's SFS Vendor ID Number;

Unique invoice number and date;

Business Unit ID# TDA01;

Contract #CXXXXXX;

Name of the NYS Agency to which you provided the services: NYS Office of Temporary and Disability Assistance;

Description of goods or services requesting payment for;

Payment terms being offered, if other than Net 30;

Quantity of goods, property, or services delivered or rendered\*;

Amount requested; and

The period of service for which the claim is made or reference to deliverable completed.

\*Consistent with New York State Finance Law §§ 109(1) and 179-e(5), vendors may only invoice an agency once the goods, property, or services have been delivered or rendered. If the goods, property, or services included on an invoice have not been delivered or rendered, OTDA will return the unpaid invoice and notify the Contractor within one business day to resubmit a proper invoice once the goods, property, or services have been delivered or rendered.

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 will be returned to the Contractor for corrections.

Do **NOT** include Contractually required supporting documentation with the invoice submitted to the BSC.

A copy of the invoice sent to the BSC and all Contractually required supporting documentation, such as reports, receipts, timecards and other schedules are to be sent to the contact listed below. Invoices and the supporting documents required by OTDA are to be sent to the following address, unless directed otherwise:

NYS Office of Temporary and Disability Assistance  
Attn: Contract Administration  
40 North Pearl Street, 13th Floor  
Albany, New York 12243  
Telephone Number: (518) 474-9081  
E-Mail Address: ContractAdmin@otda.ny.gov

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.

The Contractor agrees that payments for invoices submitted by the Contractor shall only be rendered electronically (ACH) unless payment by paper check is expressly authorized by the OTDA sole discretion, due to extenuating circumstances. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at <https://osc.state.ny.us/vendors/epayments.htm>, by email at [ePayments@osc.state.ny.us](mailto:ePayments@osc.state.ny.us) or by telephone at (518) 474-4032. The Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, unless payment by paper check is expressly authorized by OTDA, in OTDA's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices as established by the State Comptroller.

## **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: <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.

1. 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.
2. 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>.
3. Contractor acknowledges that the SDVOB utilization goal for this Agreement is 6%.
4. 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).
5. 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.
6. 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: <http://www.ogs.ny.gov/Core/SDVOBA.asp>, 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: Contract Administration  
40 North Pearl Street, 13<sup>th</sup> Floor  
Albany, New York 12243  
Telephone Number: (518) 474-9081  
E-Mail Address: [ContractAdmin@otda.ny.gov](mailto: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 under this Agreement and to provide the Services and commodities as specified in accordance with the Appendices W and P.



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.

### **Retainage for Non-Performance**

If a Material Deficiency remains uncured for more than five (5) calendar days after Contractor's receipt of written notice setting forth such a deficiency by OTDA (the Cure Period), then OTDA may withhold and retain up to ten percent (10%) of the amount of the fees for the period in which such deficiency occurred (the Retained Amount). The Retained Amount shall reflect the reasonable damages incurred as a result of a Material Deficiency as determined by OTDA. OTDA may pay the Contractor all or any portion of the Retained Amount, if in OTDA's reasonable judgment a Material Deficiency has been adequately addressed by the Contractor after the Cure Period expired and the damages incurred reflect an amount which is less than the Retained Amount.

A "Material Deficiency" means a significant and/or repeated failure(s) to comply with a requirement or specification set forth in Appendix W "Scope of Work" or any other material provision in the Contract, as determined by OTDA.

## **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 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.
- B. 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.
- C. 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.
- D. 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.

## **ARTICLE 10: TRANSITION**

Upon expiration or termination of this Agreement, the Contractor shall, upon the appointment of the successor contractor, provide access to such successor contractor all necessary records in the contractor's possession relating to the Services provided under this Agreement in a format to be specified by OTDA within the timeframes necessary to onboard the new contractor. At OTDA's request, the Contractor shall, at current (hourly) rates, as defined in The Bureau of Labor Statistics website for required job titles, make appropriate staff available to OTDA and to the successor contractor during normal business hours to answer questions regarding such records and the Services which have been provided by the Contractor under this Agreement. The Contractor shall fully cooperate 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.

## **ARTICLE 11: RECORD RETENTION AND DESTRUCTION**

In addition to the other contract record retention requirements, all records involving matters in litigation or audit must be kept for a period of not less than three years following the termination of the litigation or audit provided. Electronic copies of any documents related to this Agreement

may be substituted for the originals with the prior written approval of OTDA, provided that the copy procedures are accepted by OTDA as reliable and are supported by an adequate retrieval system.

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: 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 13: OTHER AGENCY USE**

Upon request by any other New York State Agency, the Contractor shall 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 shall 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 that 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 14: 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. SURVIVAL**

The provisions of Appendix A, Appendix B, and Appendix B-1 shall survive the expiration or termination of this Agreement.

**ARTICLE 15: ENTIRE AGREEMENT AND APPROVALS**

All provisions stated in the Banking Services in Support of Centralized Support Collections and Enforcement IFB 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.

**CONTRACT SIGNATURE PAGE**

Agency Code: 3410000

Contract Number: \_\_\_\_\_

**Agency Certification**

**In addition to acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract**

\_\_\_\_\_  
**Dated**

\_\_\_\_\_  
**Dated**

\_\_\_\_\_  
**Agency Signature**

\_\_\_\_\_  
**Contractor Signature**

\_\_\_\_\_  
**Agency Signatory Name (Printed)**

\_\_\_\_\_  
**Contractor Signatory Name (Printed)**

\_\_\_\_\_  
**Agency Signatory Title**

\_\_\_\_\_  
**Contract Signatory Title**

**Corporate, Partnership Or Individual Acknowledgement**

STATE OF NEW YORK )

) SS.:

COUNTY OF \_\_\_\_\_ )

**[Check One]**

**If an individual**: On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and (s)he acknowledged to me that (s)he executed the same.

**If a corporation**: On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known who being duly sworn, did depose and say that (s)he resides in \_\_\_\_\_; that (s)he is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that (s)he signed her/his name thereto by like order.

**If a partnership**: On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for herself/himself depose and say that (s)he is a member of the firm of \_\_\_\_\_, and that (s)he executed the foregoing instrument in the firm name of \_\_\_\_\_, and that (s)he had authority to sign same, and (s)he did duly acknowledge to me that (s)he executed the same as the act and deed of said firm of \_\_\_\_\_, for the uses and purposes mentioned therein.

\_\_\_\_\_  
**Notary Public**

**Approved:**  
Thomas P. DiNapoli  
State Comptroller

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CXXXXXX**

# **Appendix W Scope of Work**

## **I. General**

The Office of Temporary and Disability Assistance (OTDA) is soliciting bids for banking services in support of Centralized Support Collection and Enforcement (CSCE) operations. The successful Bidder, hereafter referred to as the Contractor, upon entering into an agreement with the OTDA shall provide banking services to the fifty-eight (58) local district Support Collection Units (SCUs) and the Non-IV-D Services Unit bank account, hereafter referred to as “fifty-nine (59) support accounts” as well as the NYS Centralized Collections CSPC bank account, hereafter referred to as the “Administrative bank account” based on the following requirements.

## **II. Operations**

### **A. Operations**

The Contractor must provide the services identified in Sections II and III of the Appendix on an on-going basis beginning April 1, 2024, through the end of the contract term, to include meeting or exceeding the milestones, deliverables, or performance standards required in this IFB.

### **B. Key Staff**

1. Project Manager – The Contractor is required to designate and make available a Project Manager on the date of approval of the Contract by the State of New York Office of the State Comptroller (OSC). The Project Manager must have successfully managed, within the past five (5) years, the operation of banking services of comparable scope and complexity as defined within this IFB. In addition, the proposed Project Manager must have a minimum of three (3) years’ experience in project management. The Contractor must ensure that the Project Manager is available to:
  - a. participate in Transition functions, as set forth in III;
  - b. respond to inquiries made by the OTDA and/or OSC, as applicable;
  - c. coordinate provision of required supplies;
  - d. resolve problems within the required timeframes;
  - e. attend weekly meetings during transition and monthly meetings throughout the remainder of the contract; and
  - f. submit reports to the OTDA.
2. Customer Service Representative – The Contractor is required to designate and make available at least one Customer Service Representative, whom shall be a different person than the project manager, throughout the contract.
3. Any change in Key Staff must be preapproved in writing by OTDA.

### **C. Weekly Project Reporting**

The Contractor shall submit Weekly Project Reports beginning two weeks after the start date for Operations, to be received by the OTDA the Wednesday following the previous one-week reporting period. These reports shall include significant events, problems or

backlogs encountered, meetings held, and any other information deemed necessary by the OTDA or the Contractor. The OTDA reserves the right to request progress reports other than weekly if so desired (e.g., weekly, monthly, quarterly, etc.).

#### **D. Controls and Records**

1. **Maintain Controls** – The Contractor must maintain controls to ensure the standards in this Appendix W are met.
2. **Reports** – The Contractor must provide, at a minimum, the reports required in accordance with Sections II and III of this Appendix.
3. **Ongoing Account Support** – The Contractor must provide services in support of the accounts. Services are to include, at a minimum:
  - a. **Account Analysis**– The Contractor must maintain each of the established bank accounts daily (e.g., the posting of deposits, paid items, debits, credits, and adjusting memos). Daily, the Contractor must review the bank accounts to verify the accuracy of all entries made to the bank accounts. The Contractor must analyze each of the entries (e.g., deposits, debits, credits, electronic transfers, paid checks, direct deposits) made to the bank accounts. The analysis must verify the correctness and accuracy of each entry. When errors are found, the correcting adjustment(s) must be made to the respective account. When errors are reported by the OTDA, OSC, a local district Support Collection Unit (SCU), or the CSCE contractor, the Contractor must correct such errors. The Contractor must complete the correcting adjustments within three (3) days from the reporting of the error to the Contractor;
  - b. **Adjusting Memos** – The Contractor must complete and provide electronically, as required by this IFB, an adjusting memo (e.g., debit memo, credit memo, and/or an adjustment advice) to the account holder within two (2) days of posting. Each adjusting memo must be reflected in the monthly statement of account required by this IFB;
  - c. **Debit Blocking** – The Contractor must ensure that all debits received as Fed-Wires or through the Automated Clearing House “ACH” system are blocked (i.e., not accepted for any of the sixty (60) bank accounts established), unless otherwise identified by an individual local district SCU or the OTDA or OSC. Anyone remitting funds through either of those systems must contact the respective bank account holder to have funds returned, if necessary;
  - d. **Account Activity Report** – The Contractor must provide the Daily Account Activity Report to each of the account holders and the OTDA as described in Section II.D.5 of this Appendix. The report must be made available by 9:30 AM ET the next business day to each of the fifty-nine (59) support account holders, the CSCE contractor and the OTDA. The report must include at minimum: bank transfers, wire/ACH transfers, Electronic Fund Transfers, all adjusting transactions, Deposits, and Data File Total Paid amounts;
  - e. **Bank Statement** –The Contractor must provide the following Statement of Account for each of the fifty-nine (59) support accounts as well as the Administrative bank accounts. The format and contents of which must be prior approved by the OTDA during transition:

- i. Weekly Bank Statements - The Contractor must provide, on a weekly basis, electronically, a Statement of Account inclusive of all transactions occurring Monday thru Friday of each week except for the last week of the month. Each weekly statement must be cumulative of all activity occurring from the beginning of the month. The information for the last week of the month is deliverable as defined in of Section II.D.3.e.ii this Appendix W. The weekly statements must be made available via an electronic process to each of the (58) local district SCUs, the CSCE contractor, and the OTDA and OSC within three (3) business days after the defined week.
- ii. Monthly Bank Statements - The Contractor must provide a monthly Statement of Account reporting the banking fees for each of the sixty (60) bank accounts and inclusive of all transactions occurring from the first (1st) business day after the last business day of the prior month end day through the last Friday of each month. The OTDA will notify the Contractor of any exception months. An exception month would be any month with a special end of the month processing dates that do not follow the last Friday of the month. The monthly bank statements must be provided electronically to each of the fifty-eight (58) local district SCUs and to the Centralized Support Collection and Enforcement contractor, the OTDA and OSC within five (5) business days of the receipt of the month end data file containing the daily issues and adjustments for the last day of the banking month from the CSCE contractor.
- iii. Monthly Reconciliations - The Contractor must provide a monthly full reconciliation of issues, paid, and all adjustments (manual or otherwise) to the issues and paid. The reconciliation must be provided electronically to each of the fifty-eight (58) local district SCUs, the CSCE contractor, and the OTDA and OSC within five (5) business days of the receipt of the month end data file. The reconciliation process must allow for input via an electronic means approved by the OTDA. The account reconciliation must be an automated process comparing issues to paid and allowing for adjusting transactions (e.g., stop payments, cancellations, adds, deletes, paid-no issue, etc.). All reconciliation reports must be in issuance number sequence and at minimum, the following reports must be provided:
  - (1) Daily Issues, Paid, Stop Payments, and Cancel Summary;
  - (2) Daily Recap of Posted Items;
  - (3) Cancels, Stop Payment, Paid-No-Issue listing by issue;
  - (4) Proof of Reconciliation to Statement of Account;
  - (5) Paid Only listing by issue and summary; and
  - (6) Consolidation of Paid and Unpaid Summary.
- iv. Month End Data File - The Contractor must also provide to the OTDA and OSC, within five (5) business days of the receipt of the month end data file from the CSCE contractor containing the daily issues and adjustments as noted in Section II.D.3.e.iii of this Appendix, the following:
  - (1) a separate monthly analysis statement of the previous month's Earnings credits for each of the bank accounts (currently there are approximately sixty (60) accounts); and



- (2) a listing of the local district SCUs and the Non-IV-D Services Unit account with the date that each respective Bank Statement was provided as outlined in Section II.D.3.f of this Appendix, or the status of any Statement not provided.
- f. Stale Date Check Report - On a monthly basis, the Contractor must provide each local district SCU and the OTDA with a listing of their issuances that have aged greater than one hundred eighty-three (183) days from the last reporting month (i.e., a stale dated check report). The Contractor is required to automatically stop payment on all issuances that age greater than one hundred eighty-three (183) days at the point in time that the greater than one hundred eighty-three (183) day criteria is met. The Contractor must, at no cost to OTDA, electronically provide each respective local district SCU and the OTDA with a listing of each stale dated issuance.

#### 4. Collateral for Deposits

To secure its performance of this Contract, and pursuant to State law or federal law, as applicable, Contractor does hereby pledge, transfer and assign securities to the State of New York or its selected custodian, or to a designated custodian for the benefit of an account owner, as applicable, for the purpose of granting a security interest in such securities to save harmless and indemnify the State, OSC, the depositor, and/or the account owner, as applicable, from and against all loss, both principal and interest, costs, damages, or expense of any kind or nature, that may be incurred for or on account of said funds and moneys heretofore or hereafter deposited in or held by the Contractor.

In the event that the Contractor shall either (1) fail to pay to the State or other depositor any funds which the State or depositor has on deposit with the Contractor in accordance with the terms of such deposit; or (2) suspend active operations or be determined insolvent by federal or State officials having authority over the Contractor, the Contractor shall be in default and the State, OSC, the depositor, and/or the account owner, as applicable, may, in addition to any other remedies provided by law, sell any or all of the securities pledged pursuant to an undertaking and assignment pursuant to any contract awarded in accordance with this IFB.

- a. Collateral for the 58 local district accounts. The Contractor must comply with all laws, and provide securities, held by a third party, subject to prior approval by the Bureau of Cash Management, Office of State Comptroller (OSC), to secure all monies on deposit in any of the 58 local district accounts. The Contractor must review the documents returned by the OTDA, as applicable, for acceptance by the Contractor for processing. Upon the determination that any one of the documents is unacceptable to the Contractor, the Contractor must return the document(s) within forty-eight (48) hours to the OTDA, as applicable, with a written explanation of the reason for the return of the document(s). The Contractor must provide the OTDA and the respective account holder (i.e., a local district SCU) with a complete copy of the fully executed collateral documents within twenty (20) days of accepting the documents from the OTDA. On the withdrawal of all moneys so secured and closing and settlement of the account thereof, the State, OSC, the depositor, and/or the account owner, as applicable, will return said securities to the Contractor.

- b. Collateral for the Non-IV-D Services Unit and the Administrative bank account. As to any account opened under an OSC EIN, Contractor shall comply with the pledge of collateral as required by Sections 105 and 106 of the New York State Finance Law as required by OSC, regardless of whether such statutory provisions apply to the moneys deposited in such OSC accounts. Contractor understands and agrees that OSC shall establish and periodically review and adjust, as necessary, amounts held as collateral pursuant to any agreement awarded as a result of this IFB for accounts opened under OSC's EIN. The Bank shall comply with any adjustments in collateral required by OSC. On the withdrawal of all moneys so secured and closing and settlement of the account thereof, the State Comptroller will return said securities to the Contractor.

Contractor understands and agrees that the collateral requirements of OSC as to any OSC-owned account (i.e., opened under OSC's EIN) shall apply irrespective and independent of any other collateral requirements that may be imposed upon Contractor by OTDA and/or any local district/SCU relative to the 58 local district accounts.

As to any accounts opened under the OSC EIN, Contractor irrevocably constitutes and appoints the Comptroller of the State of New York its lawful attorney to transfer said securities on the records of the transfer officer, at the transfer office, with full power of substitution in the premises.

5. **Electronic Program Support** – The Contractor must, throughout the duration of the contract, ensure electronic accessibility to the local district SCUs for all transactions to the CSCE Contractor, the OTDA, and OSC, Monday through Friday, 8:00 AM to 5:00 PM ET, excluding all holidays as noted by the OTDA.
- a. The Contractor must provide each of the fifty-eight (58) local district SCUs, the OTDA, OSC, and the CSCE Contractor with secured Internet access to their respective bank account information. The Contractor is responsible for providing training and training materials to each local district SCU, the OTDA, OSC, and the CSCE Contractor that is sufficient to enable users to gain electronic access through the Internet. The Contractor must make available to the users within twenty-four (24) hours of receiving a request for training at least one (1) staff person who is fully knowledgeable of all aspects of the electronic communications systems. Training must be provided to all users on all aspects of the systems. The Contractor must also provide:
- i. Manuals to support systems;
  - ii. All system information necessary to activate the electronic system; and
  - iii. Reporting on both customer service and technical issues in the online banking system.
- b. In case of Customer Service and/or technical issues, the Contractor must provide reporting to include, at minimum:
- i. Date of issue;
  - ii. Time issue is reported;
  - iii. Source of report;
  - iv. Nature of issue;
  - v. Brief description of resolution; and
  - vi. Date and time of resolution.

Contractor is to provide reporting as above no later than one (1) business day from first notice of the described issue.

- c. The Contractor is responsible for providing System Security Administration for the electronic banking system, as set forth in section III.H.
  - d. The Contractor must ensure the accuracy of the electronic system. The Contractor must provide accurate records mirroring the transactions of the account holder's bank account.
  - e. The Contractor's System Trouble Log must be submitted to the OTDA on a weekly basis containing the activity of the previous week and reporting the unresolved issue; and a one hundred-eighty (180) day historical record must be maintained electronically for each of the bank accounts and at minimum a seven (7) year period off-line, or longer if required by law. The Contractor's System Trouble Log must continue to be submitted to the OTDA on a weekly basis containing the activity of the previous week and reporting any unresolved issues. The report must be received on the Monday following the preceding Monday through Friday to be reviewed by the OTDA.
  - f. The Contractor must, upon the determination by the OTDA, and after being advised by the OTDA, that any application of software supporting the electronic system is inoperable or unusable and cannot be repaired, correct, or replace at no charge to the OTDA the software application within seventy-two (72) hours of such determination.
  - g. The electronic banking system must meet all system compatibility requirements and support access from NYS-managed platforms, now and for the duration of the contract. The electronic banking system must provide for, at a minimum, the following:
    - i. Verification of Daily Activities (e.g., deposits, bank transfers, wire/ACH transfers, adjusting memo, debit memo, credit memo);
    - ii. Initiating bank transfers, wire/ACH transfers, requesting the add/delete of issues;
    - iii. Inquiry of individual check status;
    - iv. Review of the previous day balance, account history, weekly, and monthly statements;
    - v. Transferring of account information to another software application;
    - vi. Requesting copies of cancelled checks in hard copy, photocopy, or in an electronic format;
    - vii. Request Stop payment;
    - viii. Reverse Stop payment;
    - ix. Stop payment and reverse functions reporting; and
    - x. Ability to print any of the above information from any terminal that has electronic access capability under the terms of the Agreement.
6. **Paid items** - On a monthly basis, the Contractor must electronically provide each of the fifty-eight (58) local district SCUs and the OTDA with imaged copies of the front and back of each of the issuances paid and recorded accordingly, for the respective local district SCU bank account and the OTDA. The Contractor must provide, within five (5) business days of the defined end of the month, each of the fifty-eight (58) local district SCUs and the OTDA with access to the respective month's paid items. The Contractor

must ensure that all electronic reproductions of cancelled checks, front and back, are of readable quality and mirror the original documents.

#### **E. Inventory/Supplies**

The Contractor must provide on-going supplies for deposits and check stock to local districts and the CSCE Contractor within 8 weeks of requests received from the OTDA.

1. **Endorsement Stamps**– The Contractor must provide each of the fifty-eight (58) local district SCUs with an endorsement stamp for their respective bank account, except for New York City, for which the Contractor must provide four (4) endorsement stamps. The endorsement stamp must contain the information required to endorse payments for deposit to a local district SCU bank account. The Contractor must deliver each local district’s endorsement stamp(s) to the address provided by the OTDA. Replacement stamps must be provided to the requesting party within five (5) business days of the receipt of the request.
2. **Blank Deposit Ticket Stock**- The Contractor must provide four-part deposit tickets with the account holder’s name imprinted on each copy and include specialized inventory control numbers pertaining to each support account, (see Appendix S of this IFB for a Sample Verified Deposit Slip). The Contractor must deliver additional supplies of blank deposit tickets to local districts and the CSCE Contractor within one (1) week of the receipt of the request for deposit tickets.
3. **Blank Check Stock**- The Contractor must provide blank check stock in the format specified by the OTDA (see Appendix S of this IFB for the current format). Two different types of checks are currently required. Checks issued to other New York State Support Collection Units (herein noted as “SCU checks”) by each local district are different than all other checks issued by each support account, such that, the check appears in the middle of the document generated and those checks are not mailed. All other checks are currently issued in Z-fold format; (see Appendix S of this IFB for samples of existing Check Format)
  - a. All check stock will be entirely blank except for an inventory control number and whatever security marks or features the OTDA requests.
  - b. Additional supplies of blank checks must be delivered to the CSCE Contractor by the Contractor within six (6) weeks of the receipt of the request for stock from the OTDA.
4. **Foreign Deposit Slips and bags.**
5. **All other reasonable bank documents or supplies.**

#### **F. Banking Services Manual**

The Contractor must provide the OTDA with a Banking Services Manual.

1. The manual must contain banking service information, instructions and at minimum, must include:
  - a. A glossary of terms;
  - b. Samples of reports;
  - c. Explanation and guide for each report;
  - d. Explanation and guide for each separate banking service;

- e. Customer Service Representative name, telephone number, and email address; and
  - f. Customer Service Representative backup name, telephone number and email address.
2. The Contractor must maintain and update the Banking Services Manual within three (3) business days of receiving a request from the OTDA or as a result of a determination by the Contractor that changes are necessary. Upon approval of the manual update(s) by the OTDA, the Contractor must provide the OTDA with a copy of the approved updated Banking Services Manual. All updates should be ongoing with a new manual provided every six (6) months; or, as necessary when significant changes occur.

**G. Customer Service**

The Contractor must receive, respond to, and resolve inquiries from each of the fifty-eight (58) local district SCUs, the Centralized Support Collection and Enforcement Contractor, the OTDA and OSC, and respond to and resolve those inquiries within three (3) business days from the receipt of the inquiry or problem unless otherwise approved by the OTDA. Customer service must be available via a toll-free number, “1-800”, to each of the local district SCUs, the CSCE Contractor and the OTDA and OSC. The Contractor must provide to the OTDA, a weekly activity report, in a format approved by the OTDA, reflective of the customer service activity occurring during the week.

1. The Contractor must ensure accessibility to customer service Monday through Friday, 9:00 AM – 3:00 PM ET, excluding all banking holidays and the OTDA-identified holidays. All calls including voicemail, received by the Contractor and/or customer service must be completely resolved within three (3) business days of receipt unless otherwise approved by the OTDA.
2. The Contractor must use the following protection standards:
  - a. Establish a secure firewall between the VoIP server and outside network.
  - b. Use Data encryption (data at rest FIPS-approved cryptographic algorithm, AES 128 bit or higher and data in transit requires at least TLS version 1.2.) for all data within, entering and leaving the network.
  - c. Use in-house safeguards, e.g., a “white room.”
  - d. Establish minimum frequency for penetration testing.
  - e. Require the use of digital document management solution that controls access to documents by role and encrypts documents that leave the center in case they are sent to the wrong customer.
3. Customer Service Log – A Customer Service activity log must be provided to the OTDA and include, at a minimum:
  - a. Date of Call
  - b. Time of Call
  - c. Account Holder Name
  - d. Recipient of Call
  - e. Detail of Issue
  - f. Resolution of Issue, or if unresolved, status of resolution in detail
  - g. Date and Time of Resolution
  - h. Source of error

4. Systems Log – The Contractor must provide a Systems Trouble Log to the OTDA, to include, at a minimum:
  - a. Client Name
  - b. Account Holder Name
  - c. Account Number
  - d. Date of Call
  - e. Bank Contact
  - f. Nature of Trouble
5. The Contractor must provide a complete copy of the Systems Trouble Log to the OTDA each Monday with the reports being inclusive of activity occurring during the prior Monday through Friday.

#### **H. Contractor Compensation**

See Appendix P and Appendix T, Article 3.

#### **I. Deposit Items Processing**

The Contractor must maintain the ability to accept and process:

- Daily deposits of up to \$19 million representing various volumes of deposit transactions to be made by the CSCE contractor to the administrative bank account; and
- Annual deposits of up to \$2 billion.

The Contractor must perform the following:

1. **Foreign Currency Conversion** - Daily, electronically, the Contractor must provide the Centralized Support Collection and Enforcement Contractor with the daily rate of exchange for the various foreign currency formats as needed by the CSCE Contractor. The Contractor must guarantee the foreign currency exchange rates for the same day deposits. The rates provided must not be subject to modification later. The Contractor must provide the requested exchange rates to the CSCE Contractor by 9:00 AM ET each business day.
2. **Deposit Items** – Upon receipt of local district SCUs and/or the CSCE Contractor deposits (whether electronic, cash or foreign checks), the Contractor must credit the respective bank account for the amount equal to the amount of the deposit items. The Contractor must process each individual deposit item to allow for the clearing of the item through the financial institution in which the item was drawn. The Contractor must correctly post deposits to the respective bank account the same banking day that the deposit is delivered to the financial institution. All payments included in a deposit must be processed for clearing the financial institution in which the item was drawn within the timeframe established by the Federal Reserve. In the event of a discrepancy in deposits, the Contractor is required to notify the OTDA of the discrepancy prior to posting the deposit to the respective bank account.
3. **Image Based Electronic Deposits** – The Contractor must have automated procedures and electronic processes for the processing and deposit of support payments through the establishment, maintenance, and operation of an image based electronic program.

The Contractor must ensure that the process meets all federal mandates for such electronic deposits.

4. **Paper Based Deposits** – The Contractor must have procedures and processes for the processing and deposit of support payments through the establishment, maintenance, and operations of a paper deposit program. The Contractor must ensure that the process meets all federal mandates for such paper deposits.
5. **Verified Deposit Tickets** – The Contractor must immediately provide a depositing local district SCU and the CSCE Contractor with copies of all verified deposit tickets for deposits made during business hours at a depository. The Contractor must electronically provide confirmation that the deposits have been credited to the respective bank accounts within two (2) days of the deposit.
6. **Refer to Maker** – The Contractor must return to the depositor all items returned to the Contractor as a result of “Refer to Maker” identification by the clearing agency. For items identified as “Refer to Maker”, the Contractor must adjust the respective account accordingly and provide the account holder with electronic notification as required under Section II.D.5 of this Appendix W by 9:30 AM ET the following business day. The original payment instrument or an electronic equivalent must be provided to the account holder within three (3) days from when the notification is provided to the respective local district SCU or the CSCE Contractor.
7. **Stopped Payments** – The Contractor must return to the depositor all items returned to the Contractor as a result of “Stopped Payment” identification by the clearing agency. For items identified as “Stopped Payment” the contractor must adjust the respective account accordingly and provide the account holder with electronic notification as required under Section II.D.5 of this Appendix W by 9:30 AM ET the following business day. The original payment instrument or an electronic equivalent must be provided to the account holder within three (3) days from when the notification is provided to the respective local district SCU or the CSCE Contractor.

#### **J. Check Clearing Services**

The Contractor must provide Positive Pay Services for each check presented for payment issued from any one of the fifty-nine (59) support accounts, prior to payment.

1. The Contractor must compare the item presented for payment with the record of issuances for the individual local district SCU and Non-IV-D Services cases, and must, at minimum, verify the following information prior to providing payment:
  - a. Account number;
  - b. Check number;
  - c. Check amount; and
  - d. Issuance date.
2. The Contractor must, for those checks meeting the verification information noted above, post to the respective local district SCU and the Non-IV-D Services bank account the amount equal to the amount of the paid item the same business day as the item is identified as a paid item. Those checks not meeting the verification information noted above must not be posted to any one of the fifty-nine (59) support accounts established for this IFB. An electronic listing of those non-verified checks must be provided to the respective local district SCU and the OTDA on a daily basis. The listing must be provided

the following business day and identify, for each check presented and not positive paid, the following information:

- a. Account number;
- b. Check number;
- c. Check amount; and
- d. Issuance date.

3. Prior to notifying a local district SCU or the OTDA of any issuance presented and not paid, the Contractor must first verify that the data for an issuance presented has been correctly recorded by the Contractor and was not included on any one of the data files received from the OTDA, or manually added as an issuance by the respective local district SCU or the OTDA.

#### **K. Cancelled Checks**

The Contractor must deliver the original paid item addressed to the requesting party within three (3) business days of the request or make it electronically available.

#### **L. Stop Payment Placement**

The Contractor must provide an automated process for each of the fifty-eight (58) local district SCUs and the OTDA to request and verify the stop payment of issues. Local district SCUs and the OTDA must have the ability to provide the account number, check number, date of issue, and amount of the check. Stop payments must be effective upon receipt of request from the requesting local district SCU or the OTDA.

1. The Contractor must provide the requesting local district SCU or the OTDA with the status of any check where a stop payment request has been received, by 10:00 AM ET the next business day.
2. If the check has been paid, the date paid must be provided to the requesting local district SCU or the OTDA.
3. If unpaid, the Contractor must provide documentation to the requesting local district SCU or the OTDA confirming and guaranteeing that the payment has been stopped as of the date and time of request and will not be paid from the issuing bank account.
4. The Contractor must not debit a local district SCU or Non-IV-D Services Unit bank account for funds to cover those check issuances where a stop payment was placed by the local district SCU or the OTDA, confirmed by the Contractor, and the Contractor subsequently paid the check after the stop payment was in effect.
5. Procedures for the purpose of placing stop payments on issuances must be included in the Banking Services Manual.

#### **M. Stop Payment Removal**

The Contractor must provide an automated process for the removal/reversal of stop payments for each of the fifty-nine (59) support accounts. Local district SCUs and the OTDA must have the ability to provide account numbers, check numbers, date of issue, and amount of check. Stop payment removals must be effective upon receipt of request from the requesting local district SCU or the OTDA.

1. The Contractor must provide the requesting local district SCU or the OTDA with confirmation that the stop payment has been removed/reversed.



2. The Contractor must remove/reverse the stop payment placed on an issue by 10:00 AM ET the next business day after a request from a local district SCU or the OTDA to remove/reverse the stop payment is received.
3. Procedures for the purpose of requesting the removal/reversal of stop payments must be included in the Banking Services Manual.

#### **N. Outbound Prearranged Payment and Deposit Entries (PPD)**

This process will allow for the transfer of child support payments and identifying case information to custodial parents' personal bank accounts or debit card accounts.

1. **Procedures** - Written procedures developed during transition must be adhered to for the life of the contract unless changed after written approval by OTDA.
2. **ACH Entries** – The Contractor must complete the appropriate ACH entries for each bank account such that:
  - a. Each account on the PPD data file is credited with the respective amount of funds as noted in the data file; and
  - b. The bank account is debited for the total amount of the individual credit entry amounts and such debiting occurs only after the verifications are completed as required.
3. **Testing** - Acceptance testing must continue for the PPD application during Operations for the weekly application data file to:
  - a. Provide, within two (2) days of receipt, a data file containing information identifying each custodial parent for whom a transaction cannot be completed; and
  - b. The data file must contain the return reason code provided by the Receiving Depository Financial Institution (RDFI). This code must comply with National Automated Clearing House Association (Nacha) rules.
4. **Returned ACH Credits** – The Contractor must complete the following for each item returned:
  - a. Adjust the respective bank account for the rejected transaction amount; and
  - b. Include an audit trail on every statement that records the adjustment made that provides at a minimum, the date of rejection, the unique identifier assigned to the ACH credit, and the amount of the rejected transaction.
5. **Record Retention** – The Contractor must maintain a one hundred-eighty (180) day history of all ACH transactions made for each respective bank account and must provide written documentation within five (5) business days of receiving a request from any one of the account holders.

#### **O. Outbound Electronic Funds Transfers**

This process will allow for the electronic funds transfer (EFT) of child support payments and identifying case information to other New York State agencies, other State, or foreign Child Support agencies, and ensure that the process meets Federal mandates for such electronic funds transfer (i.e., using Nacha, CCD+, CTX and IAT Child Support Conventions).

1. **Procedures** – Written Procedures for the Outbound EFT process developed during Transition must be adhered to for the life of the contract. The process must at a minimum, include:

- a. Acceptance of an initial test data file and the completion of the bank account verification as noted in Section II.O.4 of this Appendix;
  - b. Acceptance of a daily Outbound EFT data file for each of the fifty-nine (59) support accounts from the CSCE Contractor;
  - c. Verification that the daily Outbound EFT data file does not represent a duplication of an Outbound EFT file from a previous day; and
  - d. Verification that the sum of each individual Outbound EFT transaction amount for the respective local district SCU or Non-IV-D Services bank account equals the total amount of all Outbound EFT transaction amounts for that local district SCU or Non-IV-D Services Unit bank account as noted on the respective data file.
2. **Outbound EFT Entries** – The Contractor must complete the appropriate entries with accompanying addendum record information for each of the fifty-nine (59) support accounts using information contained on the respective data file, such that:
- a. Each Account on an outbound EFT data file is credited with the respective amount of funds and the appropriate transaction(s) (i.e., CCD+, CTX or IAT including addendum record information), and is created from information contained on the Outbound EFT data file provided by the OTDA; and
  - b. The local district SCU and Non-IV-D Services bank accounts are debited for the total amount of all individual credit entry amounts noted in Section II.O.2.a of this Appendix and such debiting occurs only after the verifications are completed as required by Section II.O.4 of this Appendix. The Contractor must debit the respective local district SCU, and Non-IV-D Services bank accounts the same business day that the Contractor is provided notification of Outbound EFTs. The Contractor must provide the source destination information of the transfer and the unique tracking identifier as noted in Section II.O.3 of this Appendix, when posting the amount to the accounts. The Contractor must provide the OTDA with written procedures for initiating Outbound EFTs as noted in Section II.O.1.
3. **Tracking** – Each transaction must be assigned a unique tracking identifier in an acceptable format prior approved by the OTDA. The identifier must be included by the Contractor with the Outbound EFT transaction, and the identifier: for each Outbound EFT credit for CCD+, and each addendum record amount for CTX and IAT transactions, must be provided to the OTDA for recording in the child support system. The Contractor must provide a unique tracking identifier on a secured file transfer protocol (SFTP) via an encrypted process, and in a format as described by the OTDA to be transmitted daily to the OTDA.
4. **Testing** – Within four (4) days of receipt of a test Outbound EFT data file, the Contractor must provide, at a minimum, a data file containing information identifying for each State, County, and Country whereby an Outbound EFT transaction cannot be completed because the bank information is inaccurate, incomplete, the account no longer exists or is no longer active.
5. **Returned Outbound EFT Credits** – The Contractor must complete the following for each item returned for any of the reasons noted in Section II.O:
- a. Account Adjustment- Adjust the respective local district SCU and Non-IV-D Services bank account for the rejected transaction amount;

- b. Electronic Notification - Provide the respective local district SCU or, in the case of a Non-IV-D Services Unit bank account, the OTDA with electronic notification as required under Section II.D.5 of this Appendix, by 10:00 AM ET the following business day. The notification must include the initiating date of the Outbound EFT credit, the date of rejection, the reason for rejection, the child support account number, the unique identifier assigned to the Outbound EFT credit in accordance with Section II.O.3 of this Appendix and the amount of the rejected transaction; and
- c. Audit Trail - Include an audit trail on every statement (manual or electronic) that records the adjustment made in accordance with Section II.O.5.a of this Appendix that provides at a minimum the date of rejection, the unique identifier assigned to the Outbound EFT credit in accordance with Section II.O.3 of this Appendix, and the amount of the rejected transaction.

6. **Record Retention** – The Contractor must maintain a one hundred-eighty (180) day history of all Outbound EFT transactions made for each of the respective fifty-nine (59) support accounts and must provide written or electronic documentation within three (3) business days of receiving a request from any one of the fifty-eight (58) local district SDUs or the OTDA.

**P. ACH / Wire Transfers**

The Contractor must provide, via electronic access as required in Section II.D of this Appendix, each of the fifty-nine (59) support accounts with a secured internet access application that will enable their completion of ACH or wire transfers.

1. The transfers must include, at a minimum, the following:
  - a. The date, source and destination of each transfer;
  - b. Automatic verification that the separate sum of the debit and credit amounts are equal and if they are not, the Contractor must not process the transfer;
  - c. Posting of the debits and credits in the amount indicated on the transfer by the close of the next business day after the Contractor has received a valid transfer request; and
  - d. Electronic notification to the respective local district SCU as required.
2. The Contractor must include procedures for initiating ACH or wire transfers for each of the fifty-nine (59) support accounts in the Banking Services Manual.

**Q. Inbound Electronic Funds Transfers**

Inbound EFT transactions can originate from several sources. Regardless of the source of EFT, the Contractor must on a daily basis provide a single electronic data file using SFTP via an encrypted process to the CSCE Contractor that provides all EFT transactions, and where applicable all addendum record information.

1. The Contractor must process electronic funds transfers that are accompanied with addendum record information in CCD+, CTX, or IAT banking conventions by accepting and crediting receiving account, and, accepting and debiting sending account.
2. The Contractor must post to/from the respective fifty-nine (59) support accounts and the Administrative bank account by the next business day that the Contractor is provided notification of EFTs. The Contractor must provide the source destination information of

the transfer and the unique tracking identifier, when posting the amount to the account. The Contractor must provide the OTDA with procedures for initiating and receiving electronic funds transfers. The procedures must be submitted to the OTDA for approval within thirty (30) days after commencement of Transition.

3. The Contractor must provide payment identification information for all EFTs in CCD+, CTX, or IAT formats based on the information contained in the addendum records in accordance with the Nacha child support conventions and in the format required by the OTDA.
4. The Contractor must ensure that all EFTs, including pre-authorized from noncustodial parents, are received with complete addendum record information as presented with the EFT and as specified by the OTDA. At the request of the OTDA the Contractor must retransmit the files. The addendum record information must be delivered to the CSCE Contractor on the same day that the funds are received and transferred to the Administrative bank account.

#### **R. Non-Sufficient Funds**

The Contractor must re-deposit all items returned because of non-sufficient funds the same day that the item is returned to the Contractor. For items returned that are not able to be re-deposited, the Contractor must adjust the amount of deposit accordingly and provide the account holder with electronic notification as required under Section II.D.5 of this Appendix, by 10:00 AM ET the following business day.

#### **S. Issuance and Cancellation Processing**

On a daily basis, the Contractor must update each respective support account with the issuance, addition, and deletion of information provided by the OTDA, the CSCE Contractor, and each of the fifty-eight (58) local district SCUs, and the Non-IV-D Services Unit.

1. The Contractor must confirm the receipt of the issuance file from the CSCE Contractor, daily by 3:00 PM ET. On the days when the file is not received by 3:00 PM ET, the Contractor must immediately contact the OTDA.
2. The Contractor must verify that the data file and/or the data contained on the file is not duplicative of the current day file or a file from a previous day, extract the information, and correctly record the issues and cancellations contained on the file the same day as received. The Contractor must reconcile the postings to each support account to the data provided on the file.

#### **T. Image Replacement Document**

In the event that a deposit item(s) cannot be received by a depository bank the Contractor must produce a paper deposit item from the data file and provide the item to the depository bank.

#### **U. Detection of Errors**

The Contractor must immediately correct all errors detected during and after processing. The Contractor must notify the OTDA immediately of all errors the Contractor detects. The Contractor must within twenty-four (24) hours of the notification of the error, where the

OTDA determines it necessary, provide written documentation detailing the action taken to rectify the error.

## **V. Facilities**

The Contractor must maintain, throughout the Contract term, at least one bank or office with a physical location in New York State.

1. The Contractor must process, through a depository office or other mechanism procured by the Contractor and to be indicated to the OTDA, physical deposit items on a daily basis including:
  - a. Cash (current estimated annual volume: 50 transactions); and
  - b. Foreign checks (current estimated annual volume: 2,000 instruments)
2. Where existent, the Contractor must also identify to the OTDA a depository office located within the designated county boundaries of the respective local district SCU, for the purpose of accepting deposits of various transaction volumes representing child support payments made in person to the respective local district SCU. The Contractor must provide the OTDA with a listing of such depository offices, to include the name, address, business hours, and the ability to accept night deposits. The Contractor must immediately provide the OTDA with a revised listing as changes occur. The Contractor will not be compensated for any expense associated with the Contractor establishing a new depository office(s) within any of the designated counties within any of the fifty-eight (58) local social services districts.
3. Where existent, the Contractor must also identify to the OTDA all branch offices located within the designated county boundaries of the respective local district SCU, for the purpose of enabling custodial parents to cash their child support checks.

## **III. Transition**

This function encompasses tasks that the Contractor will be required to complete prior to providing on-going banking services to the fifty-nine (59) support accounts as well as the Administrative bank account. The objective of the Transition is for banking services to be provided without interruption to local districts and their clients; and to implement all Contract deliverables while maintaining the level of effectiveness required by the performance standards identified in this Appendix

### **A. Timeframe**

The Contractor is required to begin participation in Transition functions by January 2, 2024 or on approval by the Office of State Comptroller, whichever is later. The contract year one period starts April 1, 2024 (day 1 of Operations)

### **B. Key Staff**

1. **Project Manager**-The Contractor is required to designate and make available a Project Manager on the date of approval of the Contract by the OSC. Please refer to requirements in II.B.1 of this Appendix.
2. The Contractor is required to designate and make available at least one Customer Service Representative within one (1) month after the commencement of Transition.

### **C. Testing**

The Contractor must complete the review and acceptance testing of all aspects of each banking service and deliverable identified in this Appendix prior to performing those functions.

#### **D. Facilities**

The Contractor must maintain, throughout the Contract term, at least one bank or office with a physical location in New York State. The Contractor must maintain such status and a physical location in the State throughout the term of the Contract. The Contractor must maintain the ability to accept and process daily deposits of up to \$19 million representing various volumes of deposit transactions to be made by the CSCE contractor to the administrative bank account, and clear funds for disbursement within two (2) business days of receipt. The Contractor must provide the OTDA with a listing of all depository offices in New York State within 30 days of the start of transition. The listing must include the name, address, business hours, and the ability to accept night deposits. The Contractor must immediately provide the OTDA with a revised listing as changes occur.

#### **E. Account Establishment**

The Contractor is responsible for the following:

1. **Bank Accounts-** The Contractor must deliver to the OTDA within twelve (12) days after the commencement of Transition, sixty-one (61) sets of all standard documents required (e.g., customer signature cards) and depository account resolutions, including written instructions for completing the forms included in each set to establish and activate the sixty (60) bank accounts identified in III.Z.4. The Contractor must review the documents returned by the OTDA for acceptance by the Contractor for processing. Upon the determination that any one of the documents is unacceptable to the Contractor, the Contractor must return the document(s) within forty-eight (48) hours to the OTDA with a written explanation of the reason for the return of the document(s). For any accounts that are opened under OSC's EIN, Contractor's collateral for such accounts shall be managed directly with OSC.
2. **Bank account names-**The Contractor must provide to the OTDA within twelve (12) days after the commencement of Transition, a listing comprised of each of the sixty (60) bank account names and their respective bank account numbers as assigned by the Contractor. The identities of the accounts will be provided by the OTDA with the documents described in III.Z.4
3. **Daily Transaction report-**The Contractor must provide within thirty (30) days after commencement of Transition, to the OTDA for approval, the format and contents of the Daily Account Activity Report as it is to be provided to each of the account holders and the OTDA as described in Section II.D.5 of Appendix W of this IFB.
4. **Weekly Bank Statements-**The Contractor must provide the OTDA with a draft of a weekly bank statement for approval within thirty (30) days after commencement of Transition.
5. **Monthly Bank Statements-** The Contractor must submit a sample of the monthly bank statement to the OTDA within thirty (30) days after commencement of Transition, for the OTDA approval. Specifications of this statement are described in II.D.3.e.ii.

#### **F. Collateral for Deposits**

The securities must be made available and transferable within thirty (30) days after commencement of Transition, to each of the sixty (60) established bank accounts. Any documents required to be executed by the Contractor to provide securities for the fifty-eight SCU bank accounts must be delivered to the OTDA in fifty-eight (58) sets within thirty (30) days after commencement of Transition, along with written instructions for completing the documents. The documents pertaining to collateral for the two administrative accounts that are under the OSC EIN shall be sent directly to OSC's Cash Management Unit at [cashmanagement@osc.ny.gov](mailto:cashmanagement@osc.ny.gov), with copy to the OTDA.

**G. Electronic Access**

The Contractor must, within sixty (60) days from the commencement of Transition and throughout the remainder of the contract, ensure electronic accessibility to the local district SCUs for all transactions, the CSCE Contractor, and the OTDA, and OSC, Monday through Friday, 8:00 AM to 5:00 PM ET, excluding all holidays as noted by the OTDA.

**H. System Security Administration**

The contractor is required to submit and execute an Acceptance Testing Plan during Transition for the system security administration during transition. The contractor must be able to ensure the system security administration will be available on Day 1 of Operations.

**I. The Contractor's System Trouble Log**

The Contractor's System Trouble Log must be submitted within thirty (30) days of the commencement of transition to the OTDA on a weekly basis containing the activity of the previous week and reporting the unresolved issue; and a one hundred-eighty (180) day historical record must be maintained electronically for each of the bank accounts and at minimum a seven (7) year period off-line, or longer if required by law.

**J. Software Access**

The contractor is required to submit and execute an Acceptance Testing Plan during Transition for each of the items listed in II.D.5.g.

**K. Internet Access**

Acceptance testing must be performed during Transition to ensure each of the fifty-eight (58) local district SCUs, the OTDA, OSC, and the CSCE Contractor have secured Internet access to their respective bank account information.

**L. System Training**

Prior to Day 1 of Operations training should be established as referred to in II.D.5.a.

**M. Recording**

Procedures must be established during Transition for the Contractor to provide reporting in support of the online banking system. Reporting is to include both Customer Service and technical issues.

**N. Deposit Item Processing**

Acceptance testing must be performed during Transition of each type of Deposit Item.

**O. Check Clearing Services**

Acceptance testing must be performed during Transition for checks to be paid and checks not to be posted.

**P. Cancelled Checks**

Acceptance testing must be performed during Transition for the cancelled check process.

**Q. Outbound Prearranged Payment and Deposit (PPD) Entries**

Written procedures for the outbound PPD process must be developed by the Contractor and submitted for approval to the OTDA within thirty (30) days after commencement of Transition. The process must, at a minimum, include:

1. Acceptance of an initial and subsequently, a daily application data file and the completion of the bank account verification;
2. Acceptance of a PPD data file from the CSCE Contractor;
3. Verification within a day that the daily PPD data file does not represent a duplication of a PPD for a previous day; and
4. Verification that the sum of each individual transaction for the respective bank account agrees with the total amount of all transactions for that bank account.

**R. Outbound Electronic Funds Transfers-**

1. **Procedures-** Within thirty (30) days of the commencement of Transition, the Contractor must provide for the approval of OTDA and OSC, Cash Management Unit, written procedures for initiating Outbound EFTs.
2. **Testing-** Acceptance testing must be performed during Transition of each type of Outbound EFT data file.

**S. ACH / Wire Transfers**

Acceptance testing must be performed during Transition for each item referred to in II.Q.

**T. Inbound Electronic Funds Transfers**

Acceptance testing must be performed during Transition of each type of Inbound EFT data file.

**U. Customer Service**

All procedures, detailed in II.G shall be established for Day 1 of Operations.

**V. Inventory/Supplies –**

1. **Check Stock-**The OTDA will identify the type(s) of check stock and the quantity needed for an initial supply within four (4) days after commencement of Transition-refer to II.E for details. The Contractor must deliver the initial supply of blank check stock to the CSCE Contractor within forty-five (45) days after commencement of Transition.
2. **Deposit tickets-**The Contractor must deliver the initial supply of blank deposit tickets to each of the local districts and the CSCE Contractor within thirty (30) days after commencement of Transition.

**W. Weekly Progress Reports**



The Contractor shall submit Weekly Progress Reports beginning two (2) weeks after the start date for Transition, to be received by the OTDA the Wednesday following the previous one-week reporting period. These reports shall include an updated Transition plan, significant events, problems, or backlogs encountered, meetings held, and any other information deemed necessary by the OTDA or the Contractor. The OTDA reserves the right to request progress reports other than weekly if so desired (e.g., bi-weekly, monthly, etc.). These reports are to continue throughout the entire transition phase.

#### **X. Contractor Compensation**

The Contractor compensation for Transition efforts will be based upon a fixed price and full and proper performance of all milestones, deliverables, and performance standards. Added detail on the Contractor compensation for Transition efforts is included in Section II.H of this Appendix.

#### **Y. Disaster Recovery**

The Contractor must provide a Disaster Recovery Plan acceptable to the OTDA within 30 days of the start of Transition. The plan must include, at a minimum, immediate notification to the OTDA Project Director and procedures for deposits, inbound and outbound files, and internet access.

1. The Disaster Recovery Plan presented within 30 days of the start of Transition must be developed into a fully functional and documented arrangement by the end of the Transition process. Equipment backup must be tested for compatibility and capacity, with any identified shortcomings corrected. Any backup facility must be able to provide processing for a minimum of two (2) months.
2. The Contractor must perform at the OTDA's request, a minimum of one (1) disaster recovery test every six (6) months and provide a report of the result of this test to OTDA within 15-days of the completion of such a test.

#### **Z. OTDA Responsibilities**

1. Local District Mailing and Delivery Addresses – The OTDA will provide the Contractor with the addresses for each of the local district SCUs to which the following items pertaining to their bank account must be mailed or delivered electronically:
  - a. Correspondence;
  - b. Cancelled Checks;
  - c. Debit/Credit Memos;
  - d. Adjustment Advices;
  - e. Verified Deposit Tickets;
  - f. Non-Sufficient Funds (NSF)/Stop Payment/Return to Maker items;
  - g. Endorsement Stamps, and
  - h. Deposit Supplies
2. Information for Blank Deposit Supplies – The OTDA will provide the Contractor with the following information for the Contractor to provide the CSCE Contractor, and each of the fifty-eight (58) local district SCUs with blank deposit tickets:
  - a. Beginning sequence number for processing center deposits.
  - b. Beginning sequence number for local district deposits.
  - c. Initial volumes for providing a three (3) month supply to cover the following:

- i. Processing Center Domestic Deposits
    - ii. Local District Payment Deposits
    - iii. Processing Center Foreign Deposits
  - d. Name and address for each of the local district SCUs, the CSCE Contractor, and the OTDA.
3. New York State Child Support Processing Center Address - The OTDA will provide the Contractor with the address for the NYSCSPC to which the following items pertaining to the Administrative bank account must be delivered:
- a. Correspondence
  - b. Debit/Credit Memos
  - c. Adjustment Advices
  - d. Verified Deposit Tickets
  - e. Non-Sufficient Funds (NSF)/Stop Payment/Return to Maker items, and
  - f. Endorsement Stamp and some may be delivered electronically.
4. Executed Documents for Establishing Bank Accounts and Providing Secured Collateral Arrangements – The OTDA will provide the Contractor with the executed standard documents required for establishing a bank account and for providing secured collateral arrangements for each of the support bank accounts and the Administrative bank account.
5. Information for Blank Check Stock – The OTDA will provide the Contractor with the following information for the Contractor to provide the CSCE Contractor with blank check stock:
- a. Check dimensions and layout
  - b. Color of documents
  - c. Check style
  - d. Initial volumes for providing a three (3) month supply
  - e. CSCE Contractor – The OTDA will provide the Contractor with the name and any other relevant information regarding the CSCE Contractor
6. Delivery Address for Supplies – The OTDA will provide the Contractor with the address in which to deliver blank check stock and blank deposit ticket stock for each of the fifty-eight (58) local districts and the NYSCSPC.
7. Local District Addresses and Contacts for Programming Support – The OTDA will provide the Contractor with the address and contact person for each local district SCU and the NYS Child Support Processing Center in which the Contractor is to provide the deliverables listed in Sections II and III of this Appendix W.
8. CSCE Contractor Responsibilities – The CSCE Contractor will provide the Contractor with, and the Contractor shall accept, the following test files:
- a. Check issuance file;
  - b. PPD file;
  - c. EFT file (CCD+, CTX and IAT); and
  - d. Deposit image file.

## 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 6 % 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](mailto: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 10<sup>th</sup> 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.