NEW YORK STATE

REQUEST FOR PROPOSAL

CENTRALIZED SUPPORT COLLECTION AND ENFORCEMENT

Chapters 1 through 7

OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE

2007

TABLE OF CONTENTS

Chapter 1 GENERAL PROPOSAL PROVISIONS **Page**

1.1 Purpose of Request 1
1.2 Contract Duration 1
1.3 Timetable 1
1.4 Identification and Submission of Proposal 1
1.5 Contacts with Employees 2
1.6 Letter of Intent to Offer 2
1.7 Tour of Existing Facility 3
1.8 OTDA Rights 3
1.9 Oral Presentations 4
1.10 Incurred Costs 4
1.11 Reference Materials 4
1.12 Minimum Qualifications Required of Offerors 4
1.13 Questions Regarding this RFP 5
1.14 Content of Proposals 5
1.15 Period of Validity 5
1.16 Public Information Requirements 5
1.17 Notice of Award and Debriefing 6
1.18 Affirmative Action 6
1.19 Anti-Kickback Act 7
1.20 Prime Contractor's Responsibility 7
1.21 Contract 7
1.22 Multi-Agency Use 7
1.23 Procurement Lobbying Act 7
1.24 Public Officers Law 8
1.25 Omnibus Procurement Act 9
1.26 Vendor Responsibility 9
1.27 New York State Sales and Compensating Use Taxes 10
1.28 Procedure for Handling of Protests/Appeals of Bid Specification and Proposed Awards 10
1.28.1 OTDA Policy. 10
1.28.2 Informal Complaints/Protest 10
1.28.3 Formal Written Protests 11
1.28.4 Deadline for Submission of Formal Protests 11
1.28.5 Review and Final Determination of Protests 11
1.28.6 Appeals 12
1.28.7 Reservation of Rights and Responsibilities of the OTDA 12
1.28.8 Procurement Activity Prior to Final Protest Activity 12
1.28.9 Record Retention of Bid Protests. 12
1.29 Information Security Breach and Notification Act 12
1.30 Contract Execution. 13
1.31 Required Forms 13

Chapter 2 STATEMENT OF WORK

2.1 Introduction 14
2.1.1 Objectives 14
2.1.2 History 14
2.1.3 Description of Current Centralized Support Collection and Enforcement Operations 15
2.1.4 Support Collection Unit Functions Performed by Local Districts 16
2.1.5 Transfer of Supplies 16
2.1.6 CSMS Records 16

2.1.7 State-of-the-Art Equipment and Software 17
2.1.8 Major Contract Functions 17
2.2 Transition 18
2.2.1 Approach 18
2.2.2 Objectives 18
2.2.3 Contractor Responsibilities 18
2.2.3.1 Timeframe 18
2.2.3.2 Management Team 18
2.2.3.3 Planning 18
2.2.3.4 Primary Operating Facility 18
2.2.3.5 Operations Standards 19
2.2.3.6 Equipment and Software. 19
2.2.3.7 Operating Procedures 19
2.2.3.8 Administrative Functions 19
2.2.3.9 Personnel Functions 20
2.2.3.10 Training 20
2.2.3.11 Disaster Plan 20
2.2.3.12 Backup Facility 20
2.3.12.1 Business Interruption Insurance. 20
2.3.12.2 Off-site Storage. 20
2.2.4 OTDA Responsibilities 21
2.2.4.1 Training 21
2.2.4.2 CSMS Equipment 21
2.2.4.3 Datafiles 21
2.2.4.4 OTDA Ownership 21
2.2.5 Existing Contractor Turnover Responsibilities 21
2.2.5.1 Facility Access 21
2.2.5.2 Records 21
2.2.5.3 Resources 21
2.2.5.4 Cooperation 21
2.2.5.5 Staffing 21
2.2.5.6 Inventory/Supplies 22
2.2.5.7 OTDA Equipment 22
2.2.6 Milestones/Deliverables 22
2.2.6.1 Transition Plan 22
2.2.6.2 Procedural Test Results 22
2.2.6.3 Progress Reports 22
2.2.6.4 Final Disaster Plan 22
2.2.6.5 Operations Staff in Place 22
2.2.7 Contractor Compensation 22
2.3 Ongoing Operations 23
2.3.1 Approach 23
2.3.2 Expectation 23
2.3.3 General Division of Responsibilities 23
2.3.4 Contractor Responsibilities 23
2.3.4.1 Operations 23
2.3.4.1.1 Payment Processing 23
2.3.4.1.2 Disbursement Processing 23
2.3.4.1.3 Noncustodial Parent Billing Statements and Employer Reminders 24
2.3.4.1.4 Notices 24
2.3.4.1.5 New Hire Notification Processing 24
2.3.4.1.6 Non-IV/D Payment Processing 24
2.3.4.1.7 Data Capture Services 24
2.3.4.1.8 Putative Father Registry 24
2.3.4.1.9 Voice Response System 24

DRAFT

2.3.4.1.10 Outreach 24
2.3.4.1.11 Customer Service. 25
2.3.4.2 Mailing Operations 25
2.3.4.3 Reports 25
2.3.4.4 On-time Operating Reports 25
2.3.4.5 Security and Confidentiality 25
2.3.4.6 Operating Changes Wholly Initiated by the Contractor 25
2.3.4.7 Access 25
2.3.4.8 OTDA Space and Equipment 26
2.3.4.9 Contractor Audit Program 26
2.3.4.10 Audit Requirements 26
2.3.4.11 Audit Function Required Performance 27
2.3.4.12 Computer Resources 27
2.3.4.13 Audit Staff Notification 28
2.3.4.14 Data Retrieval Requirements 28
2.3.4.15 Equity and Purchase Rights to Hardware and Facilities 28
2.3.4.16 Disaster Backup Testing 28
2.3.4.17 Internal Controls 28
2.3.4.18 Affirmative Action Objective 28
2.3.4.19 Contractor Holiday Schedule 28
2.3.4.20 Banking Services 28
2.3.4.21 Telephone Services for Voice Response System and Customer Service 29
2.3.4.22 Equipment and Software 29
2.3.4.23 Early Intervention Enhancement 29
2.3.4.24 Location Enhancement 29
2.3.4.25 Performance Standards 29
2.3.5 Contractor Compensation 29
2.3.5.1 Basis for Payment 29
2.3.5.2 Grounds for Contractor Compensation Change 29
2.4 Turnover 31
2.4.1 Approach 31
2.4.2 Summary Statement of Work 31
2.4.3 Contractor Responsibilities 31
2.4.3.1 Plans 31
2.4.3.2 Training 32
2.4.3.3 Resources 32
2.4.3.4 Equipment and Software 32
2.4.3.5 Cooperation 32
2.4.3.6 Staffing 32
2.4.3.7 Inventory/Supplies 33
2.4.3.8 OTDA Equipment 33
2.4.4 Contractor Compensation 33
2.4.5 OTDA Responsibilities 33
2.4.6 Milestones/Deliverables 33
2.5 Offeror Suggested Revisions 34
2.5.1 Description of Suggested Revisions 34
2.5.2 Suggested Revisions Review 35
2.6 Early Intervention Enhancement 36
2.6.1 New Contract Operation Projects 36
2.6.2 Approach 36
2.6.3 Summary Statement of Work 36
2.6.4 Contractor Responsibilities 36
2.6.4.1 Planning 36
2.6.4.2 Development 36
2.6.4.3 Implementation 37

2.6.4.4 Ongoing Operations 37
2.6.5 Contractor Compensation 37
2.6.6 OTDA Responsibilities 37
2.6.7 Enhancement Response… 37
2.7 Location Enhancement 39
2.7.1 New Contract Operation Projects 39
2.7.2 Approach 39
2.7.3 Summary Statement of Work 39
2.7.4 Contractor Responsibilities 39
2.7.4.1 Planning 39
2.7.4.2 Development 40
2.7.4.3 Implementation 40
2.7.4.4 Ongoing Operations 40
2.7.5 Contractor Compensation 40
2.7.6 OTDA Responsibilities 40
2.7.7 Enhancement Response 40

Chapter 3 CONTRACTUAL PROVISIONS
3.1 Contractor Responsibilities 41
3.1.1 Introduction 41
3.1.2 General Contractor Duties 41
3.1.3 Accounting Requirements 42
3.1.3.1 Accounting Records Supplied to the OTDA 43
3.1.3.2 Billings to the OTDA 43
3.1.3.3 Accounting Ledgers 43
3.1.3.4 Reimbursable Expenses 44
3.1.4 Rights of the OTDA to Ownership and Delivery 44
3.1.5 Rights of the OTDA to Facilities, Equipment and Other Elements 46
3.1.6 Review of Deliverables 48
3.2 Contractor's Performance and Basis of Payment 50
3.2.1 Fixed Price 50
3.2.1.1 Transition 50
3.2.1.2 Operations 50
3.2.1.3 Turnover 53
3.2.1.4 Net Book Value 53
3.2.1.5 Provision for Early Intervention Enhancement Payment 53
3.2.1.6 Provision for Location Enhancement Payment. 53
3.2.2 Withholding Payment 54
3.2.2.1 Invoices 54
3.2.2.2 All Other Invoice Categories 54
3.2.3 Assessment of Liquidated Damages 55
3.2.4 Adjustments in Consideration 62
3.2.5 Reimbursable Expenses 62
3.2.6 Miscellaneous Tasks 63
3.2.7 Corporate Allocation and Markup 63
3.2.8 Billings 64
3.3 Contract Procedures 65
3.3.1 Subcontracting 65
3.3.2 Modification 65
3.3.3 Termination 66
3.3.3.1 Basis for Termination 66
3.3.3.2 Procedures Upon Termination 69
3.3.4 Agreement Duration 72
3.3.4.1 Term of the Agreement 72
3.3.4.2 Extension 72
3.3.5 Disputes 72

2007

3.3.6 Access Requirements 73
3.3.6.1 Access to Premises 73
3.3.6.2 Access to and Audit of Agreement Records 74
3.3.6.3 Records Retention 75
3.4 Fiscal Safeguards 76
3.4.1 Federal Financial Participation 76
3.4.2 Bonding and Letter of Credit 76
3.4.3 Indemnification of the OTDA 76
3.4.4 Cure of Payment Default 77
3.4.5 Use of Facilities, Equipment, Software, etc. 77
3.4.6 Availability of Key Personnel 77
3.4.7 Integrity of the Centralized Operations Site 77
3.4.8 Prohibition on Use of Federal Funds for Lobbying 77
3.4.9 Certification/Disclosure 78
3.4.10 Lobbying Prohibitions 78
3.5 General Provisions 79
3.5.1 Document Incorporation and Order of Precedence 79
3.5.2 Independent Capacity of Contractor 79
3.5.3 No Third Party Beneficiaries 79
3.5.4 Nonassignability 80
3.5.5 Contractor Personnel 80
3.5.6 Affirmative Action 80
3.5.7 Confidentiality of Information 82
3.5.8 Security and Confidentiality of New Hire Notification Information 83
3.5.8.1 Systems Security and Data Access 83
3.5.8.2 Security and Confidentiality for Personnel 83
3.5.8.3 Physical Security 84
3.5.8.4 Audits 84
3.5.8.5 Survival 84
3.5.9 Legal Assurance of Authority to Perform 84
3.5.10 Force Majeure 84
3.5.11 Notification 84
3.5.12 OTDA Delegations of Authority 84
3.5.13 Patent or Copyright Infringement 85
3.5.14 Conflict of Interest 85
3.5.15 Standard of Interpretation 86
3.5.16 Waiver of Breach 86
3.5.17 Taxes 86
3.5.18 Agreement Approval 86
3.5.19 Choice of Law 86
3.5.20 Standard Appendix A 86
3.5.21 Severability 87
3.5.22 Ethics 87
3.5.23 Public Officers Code of Ethics 87
3.5.24 Americans with Disabilities Act 87
3.5.25 Contractor and Subcontractor(s) Tax Liability 87
3.5.26 Liability and Indemnification 87

Chapter 4 OPERATIONS TASK 89
4.1 Payment Processing 89
4.1.1 Mail Receipt, Opening and Sorting 89
4.1.1.1 Post Office Box 89
4.1.1.2 Receiving Mail 89
4.1.1.3 Misdirect Envelopes 90
4.1.1.4 Opening Mail 90
4.1.1.5 Verifying Payee 91

2007

4.1.1.6 Sorting Envelope Contents 91
4.1.1.7 Sorting Payment Types 91
4.1.1.8 Cash Payments Special Handling 91
4.1.1.9 Correspondence Only 91
4.1.1.10 Correspondence With Payment 91
4.1.1.11 Noncustodial Parent Payment With Full Return Address 92
4.1.1.12 Payment Source Types 92
4.1.1.13 Quality Assurance 92
4.1.1.14 Reporting 92
4.1.2 Payment File Creation 92
4.1.2.1 Equipment and Software 92
4.1.2.2 Payment Documentation 92
4.1.2.3 Researching Unidentified Payments 93
4.1.2.4 Data Capture Requirements 95
4.1.2.5 Exception Processing 95
4.1.2.5.1 Payments Payable in Foreign Funds 95
4.1.2.5.2 Payments for Multiple SCUs 95
4.1.2.5.3 Processing Multiple SCU Payments 96
4.1.2.5.4 Payments Received by Electronic Funds Transfer (EFT) 96
Property Execution Payments 97
4.1.2.5.5 Noncustodial Parent Payments Requiring Proration 98
4.1.2.5.6 Unsigned Business Checks. 98
4.1.2.5.7 Electronically Submitted Employer Payments (Other Than EFT) 98
4.1.2.5.8 Walk-In Payment Received at Local District Office 99
4.1.2.5.9 Cash Payments Received in the Mail 99
4.1.2.6 Verifying Remittance Totals 99
4.1.2.7 Transmitting Payment Data to the OTDA 100
4.1.2.7.1 Extracting and Consolidating Payment Data 100
4.1.2.7.2 Transmitting Payment Data 101
4.1.3 Deposit Payments 101
4.1.3.1 Preparing Deposit Slips 101
4.1.3.2 Delivery of Deposits 101
4.1.4 Non-Sufficient Fund (NSF) Collections. 101
4.1.5 Controls and Records 102
4.1.5.1 Maintaining Controls 102
4.1.5.2 Error Correction 102
4.1.5.3 Documentation/Records 102
4.1.5.4 Confirmation Requests 103
4.1.5.5 Foreign Currency Log 103
4.1.5.6 Non-Sufficient Fund/Misdirect Documentation and Payment3 Not Acceptable for Deposit 103
4.1.5.7 Payment Sampling 103
4.1.5.8 Security 104
4.1.5.9 Management Reports 104
4.1.6 OTDA Responsibilities 104
4.2 Disbursements 107
4.2.1 Debit Cards. 107
4.2.2 Debit Card Customer Service. 108
4.2.3 Receiving Datafiles 108
4.2.4 Printing and Mailing Checks 108
4.2.5 Inventory Control 110
4.2.6 Reprints 110
4.2.7 Check Issuance Files 110
4.2.8 Direct Deposit /Debit Card Files 110

4.2.9 Electronic Funds Transfer (EFT) to other Child Support Agencies 111
4.2.10 Controls and Records 111
4.2.11 Security 111
4.2.12 Management Reports 112
4.2.13 OTDA Responsibilities 112
4.3 Billing Statements/Reminders 113
4.3.1 Printing and Mailing Noncustodial Parent Billing Statements 113
4.3.2 Printing and Mailing Employer Reminders 114
4.3.3 Controls and Records 116
4.3.4 Security 116
4.3.5 Management Reports 116
4.3.6 Inventory Control 116
4.3.7 OTDA Responsibilities 116
4.4 Notices 118
4.4.1 Printing and Mailing Notices 118
4.4.2 Quality Control Review 119
4.4.3 Controls and Records 119
4.4.4 Security 119
4.4.5 Management Reports 119
4.4.6 Inventory Control 119
4.4.7 OTDA Responsibilities 119
4.5 New Hire Notification Processing 121
4.5.1 Mail Receipt, Opening and Sorting 121
4.5.2 Internet Submissions 122
4.5.3 Data Capture Requirements 122
4.5.4 Transmitting New Hire Notification Data 122
4.5.5 Controls and Records 123
4.5.6 Error Correction 123
4.5.7 Documentation/Records 123
4.5.8 New Hire Source Types 124
4.5.9 Quality Assurance 124
4.5.10 Security 124
4.5.11 Management Reports 124
4.5.12 Employer Outreach 124
4.5.13 OTDA Responsibilities 125
4.6 Non-IV/D Payment Processing 126
4.6.1 Masterfile Record 126
4.6.2 Mail Receipt, Opening and Sorting 126
4.6.3 Child Support Payments 126
4.6.4 Non-IV/D Payments 126
4.6.5 Non-IV/D Court Orders/Income Executions 127
4.6.6 Correspondence and Other Documents 127
4.6.7 Returned Payments with New Address 127
4.6.8 Payments Returned with an Undeliverable Mailing Address. 127
4.6.9 Verification of Address Forms 127
4.6.10 Responding to Inquiries 128
4.6.11 Record Retention 128
4.6.12 Controls and Records 128
4.6.13 Logs and Reports 128
4.6.14 Security 128
4.6.15 OTDA Responsibilities 129
4.7 Data Capture Services 130
4.7.1 Cost of Living Adjustment (COLA) Requests 130
4.7.2 Request for Non-Disclosure by Federal Case Registry (FCR) 133
4.7.3 Request for State Case Registry Data Capture 134
4.7.4 Request for Direct Deposit or Debit Card 136

4.7.5 Quick Locate Requests 138
4.7.6 PIN Notice Generation 139
4.7.7 Noncustodial Parent Address Update 139
4.7.8 Interstate Case Registry. 139
4.7.9 Medical Support Execution. 140
4.7.10 Multiple Document Data Capture. 140
4.7.11 Bankruptcy Notice. 140
4.7.12 Case Closure. 140
4.7.13 Other Data Entry Requests 141
4.7.14 Data Capture Documentation. 141
4.7.15 Controls and Records. 141
4.7.16 Security 141
4.7.17 Management Reports. 141
4.7.18 OTDA Responsibilities 141
4.8 Putative Father Registry Processing 142
4.8.1 Maintain Post Office Box 142
4.8.2 Mail Receipt. 142
4.8.3 Mail Sorting 142
4.8.4 Mail Opening 142
4.8.5 Delivery of Documents to Adoptive Services 143
4.8.6 Adoptive Services Documents 143
4.8.7 Capture Data 143
4.8.8 Create Datafile 144
4.8.9 Transmit Datafile 144
4.8.10 Invalid Documents. 144
4.8.11 Return Documents. 144
4.8.12 Record Retention 144
4.8.13 Controls and Records. 144
4.8.14 Logs and Reports 144
4.8.15 Security 144
4.8.16 OTDA Responsibilities 144
4.9 Voice Response System 145
4.9.1 Develop and Maintain System 145
4.9.2 Load Masterfile Information. 145
4.9.3 Load Daily Update Information. 145
4.9.4 New Messages/Updates 145
4.9.5 Programming Support 145
4.9.6 Notification of Problems/Resolution 145
4.9.7 Access to Facility and Equipment 147
4.9.8 Controls and Records. 147
4.9.9 Security 147
4.9.10 Management Reports. 147
4.9.11 OTDA Responsibilities 147
4.10 Outreach 148
4.10.1 Payment Processing Outreach. 148
4.10.2 Market Electronic Submission of Payments. 149
4.10.3 Controls and Records. 149
4.10.4 Security 150
4.10.5 Management Reports. 150
4.10.6 OTDA Responsibilities 150
4.11 Customer Service 151
4.11.1 Telecommunication/Equipment. 151
4.11.2 Busy Messaging. 151
4.11.3 Desk Top Application. 151
4.11.4 Controls and Records. 152
4.11.5 Security. 152

4.11.6 Management Reports. 152
4.11.7 OTDA Responsibilities. 152
4.11.8 Training. 152
4.11.9 Quality Control. 152
4.11.10 Performance. 152
4.12 Administration. 153
4.13 Early Intervention Enhancement 154
4.13.1 Overview 154
4.13.2 Develop and Maintain System 154
4.13.3 Develop Message Scripting 154
4.13.4 Load Datafile Information. 154
4.13.5 Update CSMS. 155
4.13.6 New Messages/Updates. 155
4.13.7 Programming Support. 155
4.13.8 Notification of Problems/Resolution. 155
4.13.9 Access to Facility and Equipment. 155
4.13.10 Controls and Records. 155
4.13.11 Security. 155
4.13.12 Management Reports. 155
4.13.13 OTDA Responsibilities. 156
4.14 Location Enhancement 157
4.14.1 Overview 157
4.14.2 Locations Activities 157
4.14.3 Location Data 157
4.14.4 Reports and Records. 158
4.14.5 Quality Control. 158
4.14.6 Performance. 158
4.14.7 OTDA Responsibilities 158

Chapter 5 PERFORMANCE STANDARDS
5.1 Payment Processing 159
5.1.1 Mail Receipt, Opening and Sorting 159
5.1.1.1 Post Office Box 159
5.1.1.2 Receiving Mail 159
5.1.1.3 Misdirect Envelopes 159
5.1.1.4 Opening Mail 159
5.1.1.5 Sorting Envelope Contents 161
5.1.1.6 Performance 163
5.1.2 Payment Documentation 163
5.1.3 Researching Payments Without an Account Number 164
5.1.4 Payment Processing 164
5.1.4.1 Payments Not Acceptable for Deposit 164
5.1.4.2 Data Required 165
5.1.4.3 Electronic Forms 165
5.1.4.4 Edits 165
5.1.4.5 Processing Timeframes 166
5.1.4.6 Creation of Datafile 166
5.1.4.7 Payment Information. 166
5.1.4.8 Payment File Transmission 167
5.1.4.9 Providing Previously Transmitted Payment File 167
5.1.4.10 Documentation Requests 167
5.1.4.11 Payments Received with Insufficient Identifying Information 168
5.1.4.12 Misdirect/Payments Not Acceptable for Deposit 169
5.1.4.13 Pre-Authorized Electronic Transfer of Payments 169
5.1.4.14 Converting Employers to Electronic Payments 169
5.1.4.15 Logs 169

2007

5.1.4.16 Endorsements 170
5.1.4.17 Audit Trail 170
5.1.4.18 Noncustodial Parent and Employer who Previously Remitted Payments with Non-Sufficient Funds (NSF) 170
5.1.4.19 Unprocessed Payments 171
5.1.4.20 Performance 171
5.1.5 Deposits/Transfers 171
5.1.5.1 Deposit Documentation 171
5.1.5.2 Timeframe 171
5.1.5.3 Non-Sufficient Fund (NSF) Payments 172
5.1.5.4 Non-Collectable Payments 172
5.1.5.5 Encoding Errors 173
5.1.5.6 Deposit Slips 173
5.1.5.7 Performance 173
5.1.6 Error Rate 173
5.1.6.1 Standard 173
5.1.6.2 Types of Errors 173
5.1.6.3 Performance Measure 174
5.1.6.4 Corrective Action 174
5.1.6.5 Liability 174
5.2 Disbursement Processing 175
5.2.1 Debit Cards 175
5.2.1.1 Automated Teller Machines (ATM). 175
5.2.1.2 No Fee Transactions. 175
5.2.1.3 Debit Card Issuance. 175
5.2.1.4 Issue and Mail Debit Cards 175
5.2.1.5 Returned Mail. 175
5.2.1.6 Creating Datafile. 176
5.2.1.7 Customer Service 177
5.2.1.8 Outreach. 177
5.2.1.9 Reversals. 177
5.2.2 Check Stock 177
5.2.2.1 Supply On Hand 177
5.2.2.2 Stock Requests. 177
5.2.2.3 Local District SCU Supply. 177
5.2.3 Check Production 178
5.2.3.1 Receiving Disbursement Datafiles. 178
5.2.3.2 Print Checks. 178
5.2.3.3 Pull and Void Forms. 178
5.2.4 Process and Mail Checks. 178
5.2.5 Check Issuance Files. 179
5.2.6 Direct Deposit/Debit Card Files. 179
5.2.7 Electronic Fund Transfer (EFT) to other NYS Counties and other State Child Support Agencies 179
5.2.8 Rejected/Changed Electronic Transactions. 180
5.2.9 Performance. 180
5.3 Billing Statement/Reminders 181
5.3.1 Blank Stock 181
5.3.2 Production 181
5.3.2.1 Noncustodial Parent Billing Statements 181
5.3.2.2 Employer Reminders 181
5.3.2.3 Sampling 181
5.3.3 Mailing 181
5.3.4 Suppression Listing 181
5.3.5 Performance 181
5.4 Notices 182

5.4.1 Blank Stock 182
5.4.2 Production 182
5.4.2.1 New Notices 182
5.4.2.2 Existing Notices 182
5.4.2.3 Sampling 182
5.4.2.4 Programming Support 182
5.4.3 Mailing 182
5.4.4 Performance 182
5.5 New Hire Notification Processing 183
5.5.1 Mail Receipt, Opening and Sorting 183
5.5.1.1 Mail Receipt 183
5.5.1.2 Verify Mail 183
5.5.1.3 Mail Opening 183
5.5.1.4 Envelope Review 183
5.5.1.5 Batching 183
5.5.1.6 Correspondence 183
5.5.1.7 Critical Data Review 183
5.5.1.8 Facsimile Machines 183
5.5.2 Notification Processing 183
5.5.2.1 Data Required 183
5.5.2.2 Data Verification 184
5.5.2.3 Edits 184
5.5.2.4 Transmitting Datafile to the OTDA 184
5.5.2.5 Unprocessed Notifications 184
5.5.2.6 Logs and Reports 184
5.5.2.7 Returning Incomplete or Illegible Notifications 185
5.5.2.8 Documentation Requests 185
5.5.2.9 Error Detection and Correction 185
5.5.3 Sampling Error Rate 186
5.5.3.1 Standard 186
5.5.3.2 Types of Errors 186
5.5.3.3 Performance Measure 186
5.5.3.4 Corrective Action 186
5.5.4 Record Retention 186
5.5.5 Performance Measure 186
5.6 Non-IV/D Payment Processing 187
5.6.1 Receipt of Mail 187
5.6.2 Mail Opening and Sorting 187
5.6.3 Child Support Payments 187
5.6.4 Payments. 187
5.6.5 Correspondence and Other Documents. 188
5.6.6 Mailing of Payments 188
5.6.7 Returned Payments. 188
5.6.8 Verification of Address Forms 189
5.6.9 Responding to Inquiries 189
5.6.10 Record Retention 189
5.6.11 Logs and Reports 189
5.7 Data Capture Services 190
5.7.1 Post Office Box 190
5.7.2 Mail Retrieval 190
5.7.3 Mail Review 190
5.7.4 Envelope Review 190
5.7.5 Correspondence 190
5.7.6 Mailing New Documents 190
5.7.7 Data Capture 190
5.7.8 On-Line Data Entry. 190

5.7.9 File Creation 190
5.7.10 Datafile Transmission 190
5.7.11 Error Rate 190
5.7.12 Documentation Requests 191
5.7.13 Record Retention 191
5.7.14 Logs and Reports 191
5.7.15 Performance 191
5.8 Putative Father Registry Processing 192
5.8.1 Receipt of Mail 192
5.8.2 Retrieve Documents from the OTDA 192
5.8.3 Creating Datafile 193
5.8.4 Returned Documents. 193
5.8.5 Error Rate 193
5.8.6 Record Retention 194
5.8.7 Logs and Reports 194
5.8.8 Performance 195
5.9 Voice Response System 196
5.9.1 Masterfile Loading 196
5.9.2 Daily Updating 196
5.9.3 General Services Messages 196
5.9.4 Programming Support 196
5.9.5 Monitor Access 196
5.9.6 Performance 196
5.10 Outreach 197
5.10.1 Outreach to Employers, Financial Institutions and other Child Support Agencies 197
5.10.2 Marketing of Electronic Submissions of Payments 198
5.10.3 Security and Confidentiality of Information 198
5.10.4 Notification 198
5.10.5 Internal Audit and Quality Control 198
5.10.6 Performance 199
5.11 Customer Service 200
5.11.1 . Hours of Operation. 200
5.11.2 . Telecommunications. 200
5.11.3 . Persons with Disabilities. 200
5.11.4 . Language. 200
5.11.5 . Call Recording. 200
5.11.6 . Operation Processes. 200
5.11.7 . Desktop Application. 200
5.11.8 . Reporting. 202
5.11.9 . Standards. 202
5.11.10 CSIL Transfers 203
5.11.11 Delivery of Services. 203
5.11.12 CSMS Research 204
5.11.13 Caller Validation.... 204
5.11.14 Security and Confidentiality of Information. 204
5.11.15 Electronic Communication. 204
5.11.16 Correspondence. 204
5.11.17 Notification. 205
5.11.18 Internal Audit and Quality Control. 205
5.11.19 Resources. 205
5.11.20 Reports and Records 206
5.11.21 Performance. 206
5.11.22 Error Rate. 206
5.11.23 Submit Workplan. 207
5.12 Error Resolution 208

5.13 Notification and Inquiries 209
5.14 Operational Reports 210
5.14.1 Routine Reports 210
5.14.2 Special Reports 210
5.14.3 Other Reports 210
5.14.3.1 Monthly Reports 210
5.14.3.2 Bi-Weekly Reports 211
5.14.3.3 Quarterly Reports 211
5.14.3.4 Annual Report. 211
5.14.4 Performance 212
5.15 Audit Trail 213
5.16 Early Intervention Enhancement 214
5.16.1 . Loading Datafiles. 214
5.16.2 . Messages. 214
5.16.3 . Programming Support. 214
5.16.4 . Monitor Access. 214
5.16.5 . Call Transactions. 214
5.16.6 . Performance. 214
5.17 Location Enhancement. 215
5.17.1 . Initial Location Activity. 215
5.17.2 . Compliance. 215
5.17.3 . Ongoing Location Efforts. 215
5.17.4 . Termination of Location Efforts. 215
5.17.5 . Datafile Creation. 215
5.17.6 . Updating of CSMS. 215
5.17.7 . Error Detection and Correction. 215
5.17.8 . Record Retention. 215
5.17.9 . Documentation Requests. 216
5.17.10 Performance. 216

Chapter 6 EVALUATION OF PROPOSALS
6.1 Objective 217
6.2 Evaluation 217
6.2.1 Prescreening for Completeness 217
6.2.2 Independent Evaluations 217
6.3 Information Gathering 217
6.4 Technical Evaluation 218
6.4.1 Qualifications and Experience 218
6.4.2 Financial Stability. 219
6.4.3 Technical Proposal 219
6.5 Cost Evaluation 219
6.6 Contractor Selection 220

Chapter 7 OFFEROR'S RESPONSE
7.1 Summary 221
7.1.1 Approach 221
7.1.2 Proposal Overview 221
7.1.2.1 Volume I – Qualifications and Experience 221
7.1.2.2 Volume II – Technical Proposal 221
7.1.2.3 Volume III – Cost Proposal 221
7.1.3 Proposal Outline 222
7.1.3.1 Volume I – Qualifications and Experience 222
7.1.3.2 Volume II – Technical Proposal 222
7.1.3.3 Volume III – Cost Proposal 224
7.1.4 General Instructions 230
7.1.4.1 Proposal Reference 230

7.1.4.2 Response Requirement 230
7.1.4.3 Description 230
7.1.4.4 Format Requirements 230

Appendix A Standard Clauses for New York State Contracts 231

Appendix B Response Requirements and Description 238

Appendix C Offeror's Response Forms and Instructions 306

Appendix D Current Processing Volumes 426

Appendix E Payment Data Elements 434

Appendix F Datafile Specifications 436

Appendix G Glossary 483

Appendix H Reference Library 502

Appendix I Datafile/Frequency 504

Appendix J Required Forms 513

Appendix K Key Personnel Description 547

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2007

Chapter 1 - GENERAL PROPOSAL PROVISIONS

1.1 Purpose of Request

1.1.1 The purpose of this Request for Proposal (RFP) is to obtain proposals for the operation of centralized processes in support of the administration of the New York State Child Support Enforcement Program. This RFP entitled “New York State Centralized Support Collection and Enforcement” is herein referred to as “Centralized Operations”.

1.1.2 The New York State Office of Temporary and Disability Assistance (hereinafter referred to as the “OTDA”) is the issuing agency for the Centralized Operations RFP.

1.2 Contract Duration

1.2.1 The term of the contract resulting from this RFP is to include a five (5) month transition period and five (5) years of operations. The OTDA has the option and sole discretion, with approval of the Office of the State Comptroller, to extend the end date of the Agreement, one (1) to four (4) times, not to exceed a cumulative total extension of four (4) six (6) month extensions or two (2) years.

1.3 Timetable

1.3.1	Release of RFP	September 4, 2007
1.3.2	Tour of Existing Facility	September 25 & 26 2007
1.3.3	Final Date for Receipt of Questions	September 28, 2007
1.3.4	Letter of Intent to Offer (Optional)	October 05, 2007
1.3.5	Official Answers to Questions By	October 18, 2007
1.3.6	Closing Date for Receipt of Proposals	December 3, 2007
1.3.7	Selection of Contractor	February 15, 2008

1.3.8 The OTDA reserves the right, upon notice to the Offerors, to modify any of the cited dates.

1.4 Identification and Submission of Proposal

1.4.1 The proposals shall be identified as related to the "New York State Centralized Support Collection and Enforcement.” The Administrative Proposal, (Volume I), the Technical Proposal (Volume II) and the Cost Proposal (Volume III) are to be received by the OTDA no later than 4:00 PM December 03, 2007. The OTDA may reject any proposals received after the aforementioned date and time. The proposals must follow the format presented in Chapter 7, Offeror's Response Format of this RFP. Cross-referencing between the proposal paragraph references in each Chapter and the response requirements outlined in Appendix B of this RFP is required.

1.4.2 The Offeror's proposal and all provisions of the offer must remain in effect for a minimum of two hundred and seventy days (270) calendar days, must be signed by an official authorized to bind the Offeror and state how that Official’s authorization to bind the offer has been conferred. As specified in Chapter 7 and Appendix B of this RFP, the Offeror's proposal must be organized into separately sealed volumes.

1.4.3 The Administrative Proposal, the Technical Proposal and the Cost Proposal (Volumes I, II and III respectively) shall be submitted in twelve (12) paper copies and twelve (12) electronic copies in MS Word/Excel/Project, CD format and clearly labeled as the "New York State Centralized Support Collection and Enforcement” as separately sealed Volumes and either delivered or mailed to:

James Herrick, Chief DP Services
Office of Contract Management
New York State Office of Temporary
and Disability Assistance
40 North Pearl Street, 13th Floor
Albany, New York 12243

1.4.4 Upon receipt of proposals by the OTDA, a date and time receipt will be issued upon request. All proposals become the property of the OTDA and will not be returned to the Offeror unless the OTDA determines otherwise.

1.5 **Contacts with Employees**

1.5.1 From the release date of this RFP until the resultant contract is approved by the Office of the State Comptroller, all Offeror contacts related to this procurement with State staff must be authorized by the OTDA point of contact, Joan Connors (518) 473-0574 or email nysdurfp@otda.state.ny.us or James Herrick at (518) 473-5486 or email @ Jim.Herrick@otda.state.ny.us. Prospective Offerors may not approach State personnel with offers of employment during the procurement period, unless the employment offered has been prior approved by the Commissioner of OTDA. Any Offeror who is aware of an OTDA employee who is considering employment with the Offeror should advise the OTDA forthwith

1.5.2 Any contact by prospective Offerors or their agents regarding the delivery location or directions for delivery or mailing must be addressed by emailing at the following email address: nysdurfp@otda.state.ny.us or by telephone at (518) 473-0574.

1.5.3 News releases by Offerors or any of their agents pertaining to this RFP or the program associated therewith shall not be made without prior OTDA approval.

1.6 **Letter of Intent to Offer**

1.6.1 Any Offeror intending to submit a proposal on this project has the option of submitting a Letter of Intent to offer. A Letter of Intent must be received by the Division of Child Support Enforcement by 4:00 P.M. on October 05, 2007 at the following email address: nysdurfp@otda.state.ny.us Only those Offerors that submit a letter of intent will receive any future communications regarding this procurement. The letter of intent to offer shall:

1.6.2 Specify the Offeror and any planned major subcontractors. For the purposes of this procurement and the resultant contract, a subcontractor is considered to be any company that performs a portion of the prime contractor's obligation under the terms of a written agreement with the prime contractor. Any vendor that exclusively provides only goods, supplies and/ or materials shall be considered exempt from this definition. Detailed information is required from any such vendor only in instances where projected payments by the contractor could exceed $1,000,000 over the life of the contract.

1.6.3 Indicate any minority or women-owned business enterprise(s) (M/WBE) with whom the Offeror intends to subcontract or intends to use as a supplier for purposes of this procurement.

1.6.4 Contain a statement that the Offeror is willing and able to undertake the performance of the contract.

1.6.5 Disclose any potential conflict of interest as defined under 3.5.14 of this RFP involving the Offeror or any planned subcontractor. If there are none, it shall be so stated.

1.6.6 Amendments to the Letter of Intent to offer that specify changes in major subcontractors may be accepted by the OTDA at its discretion.

1.7 **Tour of Existing Facility**

Offerors will be afforded a tour of the existing central collection and enforcement operating facility. Tours will be conducted by appointment only and are available on September 25 and 26, 2007. Tours are limited to four (4) individuals per Offeror and appointments can be made by contacting the Payment and Processing Operations Unit at (518) 473-0574 or by emailing nysdurfp@otda.state.ny.us. No audio or video recordings in any format or manner will be allowed during the tours.

1.8 **OTDA Rights**

1.8.1 The OTDA reserves the right to use any and all ideas presented in any response to this RFP. Selection or rejection of any proposal does not affect this right. The OTDA shall also have unlimited rights to disclose or duplicate, for any purpose whatsoever, all information or other work product developed, derived, documented or furnished by the Offeror under any Agreement resulting from this RFP.

1.8.2 In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the OTDA. The 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.

1.8.3 The OTDA reserves the right to:

1.8.3.1 Cancel the RFP at its sole discretion.

1.8.3.2 Reject any or all proposals received in response to this RFP.

1.8.3.3 Reissue a modified version of this RFP.

NOTE: With regard to all modifications, clarifications or amendments pursuant to 1.8.3.4 below or other changes regarding this RFP which the OTDA reserves the right to issue, any such modification issued on or before the due date for proposals shall be published @ http://www.otda.state.ny.us/cgo/procurement_bid.htm after that date (or an amended date, as the case may be), notification will be only to Offerors who have submitted proposals. Please note that the OTDA's right to issue modifications, etc. permits any addition or deletion of requirements as the OTDA may deem appropriate, subject only to the bounds set forth in the Contract Reporter issuance.

1.8.3.4 Amend any part of this RFP, at any time, upon written notification to all Offerors.

1.8.3.5 Utilize any and all ideas submitted in the proposals received, unless those ideas are covered by legal patent or proprietary rights and the Offeror has notified the OTDA in writing of such legal patent or proprietary rights.

1.8.3.6 Disqualify any Offeror whose conduct or proposal fails to conform to the requirements of this RFP.

1.8.3.7 Direct any Offeror or number of Offerors to submit proposal modifications addressing subsequent RFP amendments.

1.8.3.8 Accept all or part of a selected Offeror's proposal.

1.8.3.9 Eliminate any requirement(s) unmet by all Offerors upon notice to all parties submitting proposals.

1.8.3.10 Make typographical or computational corrections to proposals, with the concurrence of the Offeror.

1.8.3.11 Waive procedural technicalities in proposals received, upon notification to all Offerors.

1.8.3.12 Change any of the scheduled dates, including start dates, stated herein upon notice to all Offerors.

1.8.3.13 Request Offerors to clarify their proposal and/or submit additional information pertaining to their proposal.

1.8.3.14 Request best and final offers from Offeror, which submits a technically acceptable proposal.

1.8.3.15 Negotiate with any Offeror who submits a proposal.

1.8.3.16 Re-solicit offers from the vendor community by republishing and advertising this RFP at any point in time

1.8.3.17 Select and award contracts to more than one Offeror.

1.9 **Oral Presentations**

The OTDA, at its discretion, may elect to have Offerors provide oral presentations of their proposals.

1.10 **Incurred Costs**

The State of New York shall not be liable for any costs incurred by an Offeror in the preparation, production, and submission of Offeror's proposal. The State of New York is not liable for any costs incurred by Offerors for the preparations or execution of any activities including, but not limited to, any oral presentation, demonstration, simulation, or laboratory session occurring prior to the approval of an executed contract as required by the OTDA.

1.11 **Reference Materials**

All items referenced in Appendix H (Reference Library) of this RFP will be available for review in the OTDA's reference library by Offerors who have submitted a Letter of Intent and a duly executed Confidentiality Agreement found in Appendix J Offerors are required to schedule appointments with the Payment and Processing Operations Unit by calling (518) 473-0574 or emailing nysdurfp@otda.state.ny.us to review the reference materials.

1.12 **Minimum Qualifications Required of Offerors**

1.12.1 The OTDA is seeking proposals from Offerors whose qualifications, combined with that of any subcontractor's, demonstrates a minimum of three (3) years experience in the following:

1.12.1.1 Data center management and payment processing, exceeding 3.0 million transactions annually or

1.12.1.2 Data center management and other large scale transaction processing, exceeding 3.0 million transactions annually and

1.12.1.3 Call center management, exceeding 1.0 million telephone calls annually and

1.12.1.4 A proven record of compliance in meeting milestones, deliverables and performance standards in a timely manner as required in prior or existing contracts.

1.12.2 Proposals from firms with less than the required experience outlined in 1.12 will be rejected during the preliminary qualifications phase of this procurement. A qualified Offeror must be a single, totally responsible prime contractor with any major subcontractors committed in writing to specified roles. Only those firms deemed qualified, as determined by the OTDA, in its sole judgment, will be subject to further evaluation for award consideration. Although the OTDA may elect to allow an Offeror to perform this contract through wholly owned subsidiary corporations or other agents, the entity actually having the requisite experience and financial resources will have to guarantee any subsidiary's performance under the contract without qualification, and will have to accede to disclosure of all material corporate information, including financial data, for each corporate entity involved in the contract.

1.13 Questions Regarding this RFP

1.13.1 All questions on this RFP, supporting documentation or other matters related to this project may be submitted by emailing nysdurfp@otda.state.ny.us:

1.13.2 All questions must be received no later than 4:00 P.M., September 28, 2007. Any questions received after this date will not be answered unless the OTDA determines otherwise.

1.13.3 An official written response to submitted questions will be posted on OTDA's website http://www.otda.state.ny.us/cgo/procurement_bid.htm by October 18, 2007. OTDA will not entertain questions via telephone.

1.13.4 Each question must cite the specific RFP section and paragraph number to which it refers. Offerors must raise any potential assumptions, exceptions, caveats, etc. to the terms and conditions, specifications and requirements during the Questions and Answers phase of the procurement. Proposals that contain material changes to the terms and conditions, specifications and requirement set forth throughout this RFP may be disqualified.

1.14 Content of Proposals

To be considered responsive, an Offeror must complete proposals, which satisfy all the requirements stated in this RFP. Proposals, which do not conform to the format and requirements as specified in Chapter 7 and Appendix B of this RFP may be rejected as nonconforming.

1.15 Period of Validity

Each Offeror's Proposal must include a statement as to the period during which the provisions of the proposal will remain valid. A minimum of two hundred and seventy (270) calendar days from the proposal due date for Receipt of Proposals is required.

1.16 Public Information Requirements

All the proposals upon submission will become the property of the OTDA. The OTDA will have the right to disclose all or any part of a proposal to public inspection based on its determination of what disclosure will serve the public interest or the interest of the child support program. Prospective Offerors are further advised that, all proposals are subject to disclosure under the New York State Freedom of Information Law (NYS Public Officers Law, Article 6). Proposal contents cannot ordinarily be disclosed by the OTDA prior to bid award. Should an Offeror wish to request exception from public disclosure of information contained in its proposal, the Offeror must specifically identify the information, cite the specific exemption to disclosure under the Freedom of Information Law and explain in detail why public access to the information would be harmful to the Offeror. Use of generic trade secret legends encompassing substantial portions of the proposal or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as non-responsive requests for exception from public disclosure and will not be considered by the OTDA in the event that a Freedom of Information request for proposal information is received.

1.17 **Notice of Award and Debriefing**

Subsequent to the evaluation of all bids received pursuant to this RFP, all Offerors will be notified of the acceptance or rejection of their proposals. News releases or any other disclosure relating to this contract award shall not be made by the successful Offeror or its agent without the explicit approval of the OTDA. The OTDA will notify all unsuccessful Offerors, at or about the time of bid award, of the fact that their proposals were not selected. Each unsuccessful Offeror may at that time request a debriefing by the OTDA as to why its proposal was not selected. The scope of such debriefings will ordinarily be limited to the strengths and weaknesses of the individual Offeror's proposal unless the contract resulting from this procurement has been approved by the Office of the State Comptroller.

1.18 **Affirmative Action**

1.18.1 The OTDA is in full accord with the aims and effort of the State of New York to promote equal opportunity for all persons and to promote equality of economic opportunity for minority group members and women who own business enterprises, and to ensure there are no barriers, through active programs, that unreasonably impair access by Minority and Women-Owned Business Enterprises (M/WBE) to State contracting opportunities. Prospective Offerors to this RFP are subject to the provisions of Article 15-A of the Executive Law and regulations issued thereunder. Contractors and subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age disability, marital status, military status, sexual orientation and genetic predisposition or carrier status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. Each Offeror is required to submit a Contractor's Requirement under Article 15-A form, found in Appendix J of this RFP.

1.18.2 For purposes of this RFP, the OTDA has goals for subcontracting with and purchasing from Minority and Women-Owned Business Enterprises (M/WBE's) and for the employment of protected class individuals. Definitions of terms related to these goals can be found in Appendix G of this RFP. The OTDA's goal for subcontracting and purchasing is 7% of the total dollars expended from any contract for subcontracts or for the purchase of supplies, equipment or printing. The OTDA's goal for employment of protected class individuals is 7% of the total dollars expended from any contract for personnel or consultants.

1.18.3 Each Offeror is required to submit with their Technical Proposal an Equal Employment Opportunity (EEO) Policy Statement that conforms to the requirements noted in this RFP. The Offeror must also submit a completed Bidder's Identification Form, a M/WBE Subcontracting Utilization Form and Subcontractor's and Supplier's Letter of Intent to Participate and a completed M/WBE Staffing Plan. All such forms are contained in Appendix J of this RFP.

1.18.4 Any contract in the amount of $25,000 or more which is awarded as a result of this RFP will be subject to all applicable State and Federal regulations, laws, executive orders and policies regarding Affirmative Action and Equal Employment Opportunities. Offerors should refer to 3.5.8 this RFP for the Affirmative Action language which will be included in the contract resulting from this RFP.

1.19 **Anti-Kickback Act**

1.19.1 The Contractor understands that it must comply with federal Executive Order 11246, the Copeland "Anti-Kickback Act" (18 USC 874), Section 508 of the federal Clean Air Act, Section 306 of the federal Clean Water Act, and that it must certify that neither it nor its principals are debarred or suspended from federal financial assistance programs and activities and to complete and return in pursuit of such certification any appropriate form required by the State (see federal Executive Order 12549 and 7 CFR Part 3017).

1.19.2 The contractor is advised that it will be required to comply with the requirements of the Drug-Free Workplace Rules as set forth at 7 CFR 3017 and 3021. Under these regulations, no entity which has been disbarred or suspended for violation of Drug-Free Workplace Requirements can be allowed to contract for the services being funded by Food and Nutritional Service. A listing of suspended/disbarred entities will be reviewed by the OTDA to assure that no contract awardee is named in that listing.

1.20 **Prime Contractor's Responsibility**

In the event the selected Offeror's proposal includes services provided by another firm, it shall be mandatory for the selected Offeror to assume full responsibility for the delivery for such items offered in the proposal. Should the selected Offeror seek external financing, the State reserves the right to approve the assignment of the contract for financing purposes. In any event, the OTDA will contract only with an Offeror, not the Offeror's financing institution or subcontractors. The OTDA shall consider the selected Offeror to be the sole responsible contact with regard to all provisions of the contract resulting from this RFP. OTDA must prior approve all Offeror subcontracts.

1.21 **Contract**

It is the intent of the OTDA to enter into a contract with a selected Contractor. The terms and conditions attached herein as Chapter 3 – Contractual Provisions and the requirements and specifications outlined in this RFP provide the terms and conditions for such contract.

1.22 **Multi-Agency Use**

Any contract entered into pursuant to an award resulting from this RFP must contain a provision that grants the option to the State to extend the terms and conditions of such contract to any other State agency as well as local/county human services jurisdictions in the State for the provision of the services set forth herein.

1.23 **Procurement Lobbying Act**

1.23.1 Pursuant to State Finance Law §§139-j and 139-k, this procurement imposes certain restrictions on communications between the State and a vendor during the procurement process. Vendors are restricted from making oral, written or electronic contacts with New York State employees until Office of the State Comptroller contract approval other than to the point of contact as identified in section 1.5. Statutory exceptions to vendor contact with other than the designated point of contact are listed below:

- Submission of a written proposal in response to this procurement
- Submission of written questions prior to the proposal due date; (note: the PLA does not allow the hiring manager to schedule interviews)
- Bidders Conference attendance
- Oral Presentations
- Complaints filed by an vendor stating that the designated point of contact has failed to respond in a timely manner
- Negotiations following task order award
- Debriefings to vendors that were not award recipients
- Filing of an appeal or protest
- Contacts initiated by OTDA

1.23.2 New York State employees other than the designated point of contact who are contacted by a vendor are required to obtain and record certain information when contacted that could result in a finding of non-responsibility against the vendor. Such a finding can result in a rejection of an award and in the event of two (2) findings within a four (4) year period, the vendor would become debarred from obtaining New York State contracts. Further information about these requirements can be found at the following website:

http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html.

1.23.3 The Procurement Lobbying Act also requires that every procurement over $15,000 include a certification by the vendor 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. The Procurement Lobbying Act Offeror's Certification and Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j and k and the Offeror's Disclosure of Prior Non-Responsibility Determinations can be found in Appendix J of this RFP.

1.23.4 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 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.

1.24 **Public Officers Law**

All Offerors and their employees must be aware of and comply with the requirements of the New York State Public Officers Law, and all other appropriate provisions of New York State Law and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, associations and corporations in business with the State, and for applicable Federal laws and regulations of similar intent. In signing the proposal, each Offeror guarantees knowledge and full compliance with those provisions for any dealings, transactions, sales, contracts, services, offers, relationships, etc. involving the State and/or State employees. Failure to comply with those provisions may result in disqualification from the bidding process and in other civil or criminal proceedings as may be required or permitted by law.

1.25 **Omnibus Procurement Act**

1.25.1 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:

Empire State Development
Division for Small Business
30 S. Pearl Street, 7th
Albany, NY 12245
Phone: (518) 292-5220
Fax: (518) 292-5884

Note: Companies requesting lists of potential subcontractors and suppliers are encouraged to identify the SIC code, size and location of vendors.

1.25.2 A directory of Minority and Women Owned Business Enterprises is available from:

Empire State Development
Minority and Women's Business Development Division
30 So. Pearl Street, 2nd
Albany, NY 12245
Phone: (518) 292-5250
Fax: (518) 292-5803

1.25.3 The Omnibus Procurement Act of 1992 requires that by signing a bid proposal, contractors certify that whenever the total bid amount is greater than $1,000,000:

1.25.3.1 The contractor must make reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

1.25.3.3 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;

1.25.3.4 The contractor acknowledges notice that New York 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.

1.26 **Vendor Responsibility**

Section 163 of the State Finance Law requires that contracts be awarded on the basis of lowest price or best value to a responsive and responsible Offeror. The State and courts have determined that responsibility includes integrity, previous performance, legal

2007

authority to do business in New York State, and financial and organizational ability to perform the contract. As part of the procurement process, Offerors, affiliates and any business entity of which the Offeror is a subsidiary and subcontractors (where the subcontractor is known at the time of the contract award, its qualifications are a material factor in the award, and its subcontract will equal or exceed $100,000 over the life of the contract) are required to complete the Contractor/Subcontractor Background Questionnaire and submit it with its proposal. The OTDA shall conduct reviews of each vendor for responsibility and responsiveness. The OTDA may, at the OTDA's sole discretion, request additional information, including meeting with the Offeror. If the Offeror is determined by the OTDA to be not responsible, the OTDA shall inform the Offeror of such ruling. The Offeror shall have thirty (30) days to request a meeting with the OTDA to explain the ruling and to demonstrate the finding to be incorrect or to correct/resolve any issues impacting the Offeror's responsibility. If the OTDA's finding remains unchanged after meeting with the Offeror, the Offeror shall be removed from consideration for this contract. The Offeror that is awarded this contract shall update the Contractor/Subcontractor Background Questionnaire whenever such information changes and prior to any contract extensions and/or amendments. In the case of an assignment, a Contractor/Subcontractor Background Questionnaire should be submitted for the Contractor and Subcontractors. If the Offeror is determined, on the basis of new or previously undisclosed information, to be not responsible, the contract may be terminated, at the OTDA's sole discretion. The Contractor/Subcontractor Background Questionnaire can be found in Appendix J of this RFP.

1.27 **New York State Sales and Compensating Use Taxes**

Tax Law Section 5-a, which was added to the Tax Law under Part N of Chapter 60 of the Laws of 2004, imposes upon certain contractors the obligation to certify whether or not the contractor and its affiliates are required to register to collect state sales and compensating use tax. Where required to register, the contractor must also certify that it is, in fact, registered with the New York State Department of Taxation and Finance (DTF). The law prohibits the New York State Comptroller, or other approving agency, from approving a contract awarded to an Offeror meeting the registration requirements but who is not so registered in accordance with the law. Pursuant to Tax Law Section 5-a, contractors must complete, sign, and file a properly completed Form ST-220-CA (with the OTDA) and Form ST-220-TD (with the Tax Department). Contractors must also submit a copy of the Certificate of Authority, if available, for itself and any affiliates required to register to collect state sales and compensating use tax. If Certificates of Authority are unavailable, the contractor, affiliate, subcontractor or affiliate of subcontractor must represent that it is registered and that it has confirmed such status with DTF. Form ST-220-CA and ST-220-TD can be found in Appendix J of this RFP and only need to be completed by the selected Offeror and need not be submitted with the proposal.

1.28 **Procedure for Handling of Protests/Appeals of Bid Specification and Proposed Awards**

1.28.1 OTDA Policy - It is the policy of the OTDA contracting program to provide all bidders with an opportunity to resolve complaints or inquiries related to bid solicitations or pending contract awards administratively. The OTDA encourages bidders to seek resolution of complaints concerning the contract award process through consultation with the OTDA. All such matters will be accorded impartial and timely consideration. Detailed procedures are outlined in 1.28.2 through 1.28.9 of this RFP.

1.28.2 Informal Complaints/Protest - It is the intent of the OTDA to be receptive to and resolve issues, inquiries, questions and complaints on an informal basis, whenever possible.

Information provided informally by any interested party will be fully reviewed by the Project Procurement Team. In addition, matters that are perceived to contain, or are potentially confidential or trade secret information will be shared with OTDA Counsel's Office for possible direction. Both Offeror and staff should document the subject matter and results of informal inquiries. OTDA responses to the inquirer will indicate the existence of a formal protest policy available to the Offeror should the informal process fail to resolve the matter. Final agency determinations or recommendations for award generally may be reconsidered only in the context of a formal written protest as described below.

1.28.3 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 a bid solicitation, proposal evaluation, bid award, or contract award phases of the procurement, may present a formal complaint to the OTDA and request administrative relief concerning such action ("formal protest"). A formal protest must be submitted in writing to the OTDA, by ground mail, except where alternate arrangements have been made, to Mr. Leonard Belanger, Director of the OTDA Bureau of Contract Management (BCM), 40 North Pearl Street, 13th Floor, 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; a description of all remedies or relief requested; and copies of all applicable supporting documentation.

1.28.4 Deadline for Submission of Formal Protests - OTDA must receive formal protests concerning errors, omissions or prejudice, including patently obvious errors in the bid specifications or documents, at least ten (10) calendar days before the date set in the solicitation for receipt of bids. OTDA must receive formal protests concerning a pending contract award within seven (7) calendar days after the protesting party ("protester") knows or should have known of the facts which form the basis of the protest.

1.28.5 Review and Final Determination of Protests - Protests will be resolved through written correspondence. However, either the protester or the OTDA may request a meeting to discuss a formal protest, at which time the participants may present their concerns. Where further formal resolution is required, the Director of BCM shall designate an OTDA employee not involved in the procurement action ("designee") to determine and undertake the initial resolution or settlement of any protest. The designee will conduct a review of the records involved in the protest, and provide a memorandum to the Director of BCM summarizing the facts as determined by the designee, an analysis of the substance of the protest, and a preliminary recommendation. The Director of BCM shall: (a) evaluate the procurement team's findings and recommendations, (b) review the materials presented by the protesting party and/or any materials required of or submitted by other Offerors, (c) if necessary, consult with agency Counsel, and (d) prepare a response to the protest. 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 General Counsel of OTDA or his designee(s) shall be sent to the protester or its agent within forty-five (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 Office of the State Comptroller (OSC) upon issue.

1.28.6 Appeals - The protest decision shall be deemed a final and conclusive agency decision unless a written notice of appeal is received no more than fifteen (15) calendar days after the date the decision is received by the Offeror. Such notice of appeal must be filed with the General Counsel of OTDA. The General Counsel of OTDA or his designee(s) shall hear and make a final decision on all appeals. A formal protest appeal may not introduce new facts unless responding to facts or issues unknown to the Offeror prior to the final protest decision.

1.28.7 Reservation of Rights and Responsibilities of the OTDA - The 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 the 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. The 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.

1.28.8 Procurement Activity Prior to Final Protest Activity - Receipt of a formal bid protest shall not stay action on a procurement unless otherwise determined by the OTDA. If a formal protest or appeal is received by the OTDA on a recommended award prior to the underlying contract being forwarded to the Office of the State Comptroller (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 SFL § 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.

1.28.9 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.

1.29 **Information Security Breach and Notification Act**

The New York State "Information Security Breach and Notification Act" also known as the "Internet Security and Privacy Act" took effect December 9, 2005. This Law requires any person or business that conducts business in New York State and that owns or licenses computerized data that includes private information (including but not necessarily limited to social security numbers, credit and debit card numbers, drivers license numbers, etc.) must disclose any breach of that private information to all individuals affected or potentially affected in an expeditious manner. Any contract awarded under this procurement will require that the contractor shall comply with the provisions of the New York State Information Breach and Notification Act. The Contractor shall be liable for the costs associated with such breach if caused by the Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Contractor's agents, officers,

employees or subcontractors. You may view a copy of the Law by searching the following website for "INTERNET SECURITY AND PRIVACY":

http://public.leginfo.state.ny.us/menugetf.cgi?COMMONQUERY=LAWS

The Law is Article 2 of the State Technology Law. The law is also found in Chapter 442, Laws of 2005.

1.30 **Contract Execution**

Awards are not final and the resultant contract is not considered executed and binding until approved by the Attorney General and the Office of the State Comptroller as required by New York State Law. The Office of the State Comptroller will not approve the resultant contract until it has received notice from the State's Division of the Budget that sufficient appropriated funds exist for payment.

1.31 **Required Forms**

Each Offeror is required to complete all forms as listed in Appendix J, with the exception of the Confidentiality Agreement, which would only need to be completed upon request to review Appendix H and Form ST-220-CA and ST-220-TD which only need to be completed by the selected Offeror and need not be submitted with the proposal.

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Chapter 2 - STATEMENT OF WORK

2.1 INTRODUCTION

2.1.1 Objectives

2.1.1.1 The overall objectives of this procurement are as follows:

-Obtain competitively offered contractor services for centralized support collection and enforcement operations in support of the administration of the New York State Child Support Enforcement Program.

-Develop a new operating facility, complete with new state-of-the-art equipment, software, procedures and meet all requirements noted in this RFP.

-Preserve the current level of such services to local social services districts, child support custodial and noncustodial parents and other affected parties.

-Enhance the child support program by implementing operating changes and improvements

-Obtain competitively offered contractor services for selected optional enhancements.

-Support eventual turnover of these functions to the OTDA or a successor contractor at the end of the contract period.

2.1.2 History of the New York State Child Support Enforcement Program

2.1.2.1 The Child Support Enforcement Program, established by Congress in 1975 as Title IV-D of the Social Security Act (IV-D), mandates that States enact laws and carry out required functions to ensure that legally responsible persons, to the best of their ability, contribute toward the support of their children. The program is committed to enforcement of support obligations both for children in families receiving welfare (Temporary Assistance to Needy Families (TANF)), which provides relief to taxpayers by reducing welfare costs, and also to children in non-welfare families, regardless of family income level, thus aiding such families in avoiding future dependence on welfare. Child support collected on behalf of TANF families is shared by the custodial parent, Federal, State and local governments to reimburse those governments for TANF public assistance payments previously made to the family. Child support collected for non-TANF families is distributed directly to these families to help them remain self-sufficient.

In New York State, the Office of Temporary and Disability Assistance (OTDA) is the single State agency, which, through its Division of Child Support Enforcement (DCSE), has administered the State's Child Support Enforcement Program since its inception in 1975. DCSE is responsible for supervising, monitoring, and evaluating the Child Support Enforcement Program in the 58 local social services districts. Each such district has a Child Support Enforcement Unit (CSEU) responsible for locating absent parents, establishing paternity, obtaining support orders, and enforcing and collecting support obligations. The district's Support Collection Unit (SCU), usually a sub-division of the Child Support Enforcement Unit, is responsible for the collection, accounting, enforcement and disbursement functions for child support collections. Title IV-D and its implementing regulations, Sections 111-a through 111-z of the New York State Social Services Law, and OTDA regulations at 18 NYCRR 346 and 347, govern operation of the entire child support program.

All 58 SCUs in New York State use the same child support computer system to manage their child support enforcement caseload. This system is known as the Child Support Management System (CSMS). Two separate mainframe computers with data storage devices (tape and disc), operating software, and high-speed laser printers, are maintained and operated by the States Office for Technology (OFT) The other provides support to the remaining fifty-seven (57) local districts.

Each SCU has its own individually identifiable "area" on the CSMS database, where information from that district SCU is stored. Each SCU is linked to the central computer in Albany (or to the New York City computer in the case of that district) via a telecommunications network, and local district SCU staff establish and maintain their cases on the system by entering data through computer terminals located in their offices.

When a court order of support is issued for a child support case, the SCU creates an "account" as part of the CSMS record for that case. Information recorded on the account includes the frequency and amount of the obligation, the effective date of that order, and an indication of any court established arrears. Payments remitted to the SCU are credited to the appropriate CSMS account. On a daily basis, each CSMS account is reviewed automatically by the system to determine if a disbursement is required. Checks to custodial parents and to other child support agencies for disbursement of support payments collected by the SCU on their behalf are prepared and mailed on a daily basis.

When a payment is due but not made, the system automatically records the non-payment as a delinquency, and maintains a delinquency balance. Based on the information maintained on the system by each local district SCU, many additional services are provided centrally through CSMS. These include identification of delinquent accounts, creation of a noncustodial parent billing statement file, the initiation of automated enforcement mechanisms (tax refund offset, income execution, unemployment insurance benefit and lottery intercept, credit reporting, driver's license suspension, property execution, etc.), and the generation of a variety of management and operational reports. CSMS therefore operates as a true "service bureau" to all local districts SCUs.

With the enactment of amendments to Section 111-h of the Social Services Law in 1990, the OTDA was directed to provide centralized collection and disbursement services for and on behalf of each social services district, and was authorized to provide those services through contract with a Contractor. Since that time, federal regulators have required that every state maintain centralized operations. Specifically, Title IV, Part D, Section 454 B of the Social Security Act requires that state child support agencies must operate a centralized State Disbursement Unit (SDU) for collection and disbursement of payments on all child support orders enforced by the child support agency and payments on all orders issued after December 31, 1993 for which income is subject to withholding. Further, those regulators require that the SDU must be directly operated by the State agency, by a contractor directly responsible to the State agency or by two or more State agencies under a regional cooperative agreement. The SDU shall use automated procedures, electronic processes, and computer driven technology to the maximum extent feasible, efficient and economical.

2.1.3 Description of Current Centralized Support Collection and Enforcement Operations

2.1.3.1 New York State created a central collection and disbursement operation beginning January 1, 1993, and those operations are currently being performed by ACS State and Local Solutions Inc. under contract with the OTDA. The current contract expires May 31, 2008. The operating facility, known as the "New York State Child Support Processing Center", meets or exceeds federal requirements for a State Disbursement Unit.

Under centralized operations, the vast majority of support payments for the fifty-eight (58) local social services districts will be processed by the Contractor. However, Federal and State Income Tax Refund Offsets along with Unemployment Insurance Benefits Intercepts and a few selected employer payments will continue to be received and processed directly by the OTDA in an automated fashion as developed before contracted centralized operations began. The operations includes the disbursement of support payments in many forms i.e., paper, direct deposit, debit card and electronic funds transfer (EFT)

New York State has also included in its centralized operations some enforcement operations that not only ensure the accurate and timely processing of support payments but also supports program practices and procedures relating to the location of noncustodial parents, establishment of paternity, establishment and enforcement of support obligations, processing of non IV/D support payments from wage withholding and providing information to noncustodial and custodial parents, employers and other affected parties. This included the implementation of a statewide full service call center for custodial parents, noncustodial parents, employers, financial institutions, other state child support agencies and the public, in general. Most recently in 2007, New York State included in its centralized operations electronic disbursement of custodial parent child support payments by direct deposit and debit card. The debit card program is based upon a pre-enrollment qualification with the option of direct deposit or on claim of hardship, paper check. Many of the centralized operations required to be provided by the Contractor through this RFP are a continuation of existing contracted services with some new features, operations and/or tasks as noted in Chapters 4 and 5 of this RFP. None of the existing hardware, software, equipment, etc. will be available to the successful Offeror. As noted in 2.1.1 of this RFP, an entirely new operation facility will have to be developed to meet all RFP requirements.

2.1.4 **Support Collection Unit Functions Performed by Local Districts**

2.1.4.1 Centralized operations outlined in this RFP will be completed by the Contractor and all other Support Collection Unit functions currently performed by the 58 local districts will continue to be performed by those SCUs, including:

-Responding to custodial parent and noncustodial parent inquiries (other than routine case management, payment and disbursement inquiries) and complaints.

-Initiating and/or completing enforcement actions.

-Processing adjustments to accounts (e.g., for error correction, undeliverable checks and billing statements).

-Maintaining case files.

-Performing bank reconciliation.

-Extracting daily reports from ASSETS, BICS, COLD and CSMS.

2.1.5 **Transfer of Supplies**

2.1.5.1 The Contractor is responsible for determining and maintaining sufficient quantities of equipment, check stock, paper stock, envelopes and miscellaneous supplies to meet contract demands. All equipment, software, leases, stock inventories, etc. are required to be transferred to the OTDA at the expiration of the existing contract.

2.1.6 **CSMS Records**

2.1.6.1 The Contractor will not be required to operate, maintain, or otherwise have access to CSMS or its programs (other than the ability to view individual account records via personal computers emulating CSMS functionality) unless otherwise noted in this RFP. CSMS will continue to be operated and maintained by the OTDA, and will continue to perform all child support individual case accounting and case management functions.

2.1.7 **State-of-the-Art Equipment and Software**

2.1.7.1 State-of-the-art equipment and software has been a major contributor for maintaining highly effective and efficient centralized operations over the last fifteen (15) years. That equipment and software significantly supported attainment of the required milestones, deliverables and performance standards while adhering to the accountability and accuracy levels that must be maintained. Offeror's must present processes that employ state-of-the-art equipment and software in support of all operational functions and requirements noted in this RFP. For example:

Payment Processing - Mail and Electronic
Disbursement Processing – Checks and Electronic
Billing Statement/Employer Reminder Processing
Notice Processing
New Hire Notification Processing – Mail and Electronic
Non-IV/D Payment Processing
Data Capture Services
Putative Father Registry
Voice Response System
Outreach
Customer Service
Administration

2.1.7.2 State-of-the-art equipment and software are constantly being developed which can improve operating efficiency while reducing costs. Offerors may propose to eliminate or replace a required task or employ different equipment and software to complete the required tasks as outlined in 2.2, 2.3, 2.4, and Chapters 4 and 5 of this RFP. Those proposals to eliminate or replace a required task must lead to cost savings to be accepted and should be submitted as a response to 2.5, Offeror Suggested Revisions.

2.1.8 **Major Contract Functions**

2.1.8.1 The contractor has responsibility for completing three (3) major functions, which are listed below and further described in 2.2 through 2.4, of this RFP.

-Transition

-Ongoing Operations

-Turnover

Reference to the three (3) major functions will be made throughout this RFP. The OTDA encourages Offeror's to propose ideas, which will lead to related productivity improvement, operational efficiencies and cost savings. Should any of these suggested approaches be accepted by the OTDA, the Contractor would be expected to perform said additional or revised task(s) under the terms and conditions, revised as necessary, of the contract resulting from this procurement. A full description of the requirements for Offeror's to submit Suggested Revisions is contained in 2.5 of this RFP.

2007

2.2 **TRANSITION**

2.2.1 **Approach**

2.2.1.1 This function encompasses the tasks that the Contractor will be required to complete prior to performing all operational functions detailed in Chapters 4 and 5 of this RFP. During the transition period, the existing Contractor will complete its required Turnover tasks as noted in 2.2.5 of this RFP which are to support the successful Offeror's Transition tasks.

2.2.2 **Objectives**

2.2.2.1 The objectives of the function are as follows:

2.2.2.1.1 Provide for an orderly and controlled transition to a new operating facility that meets all RFP requirements without interruption of services to local districts, noncustodial and custodial parents, employers and the OTDA.

2.2.2.1.2 Implement all contract deliverables and maintain the level of effectiveness required by the performance standards.

2.2.3 **Contractor Responsibilities**

2.2.3.1 **Timeframe** - The Contractor is required to begin participation in transition activities no later than five (5) months prior to the contractor beginning its centralized operations tasks.

2.2.3.2 **Management Team** - The Contractor is expected to assemble a management team to include at a minimum the key personnel noted in Appendix K of this RFP. After transition activities are completed, the management team of the Contractor shall become the key personnel responsible for the centralized operations. The management team must be identified and installed by the first day of transition, which shall be five (5) months prior to the contractor beginning its centralized operations tasks and they must meet the minimum qualifications noted in Appendix K of this RFP.

2.2.3.3 **Planning** - The Contractor shall, upon selection, prepare a detailed transition plan for the OTDA approval. This plan shall include:

-Planned activities.
-Staffing level plan.
-Schedule of events.
-A checklist of the review and acceptance by the OTDA of the policy and procedures developed to accommodate the transition.

2.2.3.4 **Primary Operating Facility** – Offeror's are responsible for any and all lease costs for space deemed necessary for completing the requirements as noted in this RFP. The Contractor must establish a primary operating facility within a thirty-five (35) mile radius of Albany, NY, for the purpose of performing all centralized operations functions in accordance with contract provisions, the call center is to be located within the boundaries of New York State. The Contractor must provide a signed copy of a lease binder for the new location of the primary operating facility and the call center facility if not located within the primary operating facility. The lease binders must include such items as the location of the property, the size of the facility and the duration of the agreement. The existing Contractor is leasing 43,328 square feet of operational (approximately 11,000 square feet

of this space is the call center) and 12,928 square feet of storage space performing the tasks under the existing Contract.

2.2.3.5 **Operations Standards** - the centralized operations must be operated:

-with dedicated staff, and
-in a manner that physically separates it from any other functions performed within that building or complex, and
-in a manner that fulfills all security requirements, and
-in accordance with milestones, deliverables and performance standards referenced in this RFP. The Contractor shall be responsible for all modifications to the facility (including modifications required to accommodate CSMS equipment and other equipment used by on-site OTDA monitoring staff) as well as establishing and maintaining the needed security, emergency, fire control, telephone lines and related equipment, other than that provided by the OTDA, and the costs thereof. The primary operating facility must be accessible in accordance with 3.3.6 of this RFP. The OTDA reserves the right to reject the Offeror's proposed primary facility.

2.2.3.6 **Equipment and Software** – The Contractor is required to install new equipment and software. Each of the operational functions are expected to employ varying levels of equipment and software. However, maximum use of state-of-the-art equipment and software is expected to reduce processing time, increase accuracy and reduce costs. The Contractor is responsible for all costs for equipment, software and telecommunications, other than what has been noted in this RFP to be provided by OTDA.

2.2.3.7 **Operating Procedures** - The Contractor will design and develop detailed written operating procedures and will complete necessary administrative coordination and planning for each of the following operations tasks, as further described in 2.3 and Chapter 4 of this RFP, to ensure they are performed in accordance with performance standards as set forth in Chapter 5 of this RFP and all other Contract requirements:

Payment Processing - Mail and Electronic
Disbursement Processing – Checks and Electronic
Billing Statement/Employer Reminder Processing
Notice Processing
New Hire Notification Processing – Mail and Electronic
Non-IV/D Payment Processing
Data Capture Services
Putative Father Registry
Voice Response System
Outreach
Customer Service
Administration
Operational Reports
Other Reports
Disaster Plan
Back-up Facilities

The operating procedures and related administrative functions must be established and in place prior to the Contractor performing centralized operations. All procedures must be coordinated with and approved by the OTDA prior to their implementation.

2.2.3.8 **Administrative Functions** - Administrative functions, including accounting, internal audit, and purchasing must be established during the transition period and be in place prior to

performing the centralized operations. Complete accounting reports on the Contractor's costs, including start-up costs, will be required by the OTDA for the transition period. The Contractor must accept and retain from the existing Centralized Support Collection and Enforcement Contractor, all records and supporting documentation for the required retention period as directed by the OTDA (see 3.3.6 of this RFP).

2.2.3.9 **Personnel Functions** - The Contractor is expected to ensure that sufficient experienced and trained personnel are available to complete tasks without interruption of service. The personnel function is to be established and all hiring necessary for successful execution of all operations as defined in 2.3 of this RFP is to be completed during the transition period. The Contractor must also develop an affirmative action plan in accordance with 2.3.4.18 of this RFP.

2.2.3.10 **Training** - The Contractor will be responsible for staffing the centralized operations with trained employees. To take advantage of the OTDA's training on use of the Child Support Management System (CSMS) and ASSETS equipment and applications, the Contractor must commit personnel to formal and on-the-job training in accordance with the transition plan. The Contractor shall be responsible for the training of non-management personnel on the use of CSMS and ASSETS.

2.2.3.11 **Disaster Plan** - The disaster plan presented as part of the proposal must be developed into a fully functional and documented arrangement during 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.

2.2.3.12 **Backup Facilities** - The Contractor must designate centralized operations backup facilities, which must be capable of operating within forty-eight (48) hours of any disaster and must be able to provide service in the interim period such that the performance standards set forth in this RFP are met. Should the centralized operations backup facilities need to be utilized, the OTDA will grant a period of up to ninety (90) days before requiring the resumption of operations at the original site. Additional extensions of up to ninety (90) days may be granted at the discretion of, and with the prior approval of, the OTDA. It should be noted that the use of backup facilities on an emergency/interim basis does not release the Contractor from the responsibility of contract performance or the resumption of ongoing operations at the original worksite. While there is no specific limitation on the centralized operations backup facilities, the OTDA requires the facility to have the following characteristics:

- Located within US boundaries.
- Ability to use, and first preference given to, existing trained staff at new site.
- Audit and access capabilities for State and Federal personnel as noted 3.3.6 of this RFP.
- Meets or exceeds all security requirements of this RFP.

The OTDA reserves the right to reject the Offeror's proposed backup facilities. The Contractor assumes all risks associated with failure to meet performance requirements irrespective of the location of the backup facilities.

2.2.3.12.1 Business Interruption Insurance - The Contractor shall provide for the necessary business interruption insurance to cover any other additional expenses incurred during the recovery period.

2.2.3.12.2 Off-site Storage - Off-site storage of backup operating instructions, procedures, documentation and operational files should begin during the transition period. Procedures

should be specified for updating off-site materials. The disaster plan must be in place before operations are assumed.

2.2.4 **OTDA Responsibilities**

2.2.4.1 **Training** - The OTDA will provide the Contractor's management and supervisory personnel with formal training on the use of the Child Support Management System (CSMS) equipment and the use of CSMS and ASSETS procedures for: the data capture of information, performing search functions to identify CSMS noncustodial parent account numbers for payment processing and proration procedures to credit payments made by noncustodial parents with multiple active CSMS accounts.

2.2.4.2 **CSMS Equipment** - The OTDA will provide the Contractor with related equipment and maintenance, at no additional cost, sufficient to perform required functions in accordance with the contract provisions.

2.2.4.3 **Datafiles** - The OTDA will make available facsimile or test datafiles for the Contractor's use in testing the performance of the centralized operations. The test datafiles are necessary to facilitate completion of the required functions, e.g., billing statement production, check writing, direct deposit/debit card, supporting a Voice Response System for responding to inquiries, data capture etc. These datafiles, identified in Appendix F of this RFP, will be made available to the Contractor at no additional cost.

2.2.4.4 **OTDA Ownership** - The OTDA owns all computer programs, manual procedures, operating plans, documentation, data, records and related items arising out of or related to the centralized operations.

2.2.5 **Existing Contractor Turnover Responsibilities**

The existing OTDA's Contractor for centralized support collection and enforcement is responsible to provide the following information to the successful Offeror prior to the Offeror beginning transition tasks:

2.2.5.1 **Facility Access** - Access to the facility by the OTDA and others in relation to reprocurement in accord with 3.3.6 of this RFP.

2.2.5.2 **Records** – All records required to be retained as source documents (e.g., payment processing, new hire notifications, microfilm, and hard copies of source documentation).

2.2.5.3 **Resources** - The existing Contractor is required to make available:

2.2.5.3.1 Operational resources during turnover for training and testing, scheduled outside normal working hours.

2.2.5.3.2 Three (3) month supply of check stock and billing statement and notice stock inventory.

2.2.5.4 **Cooperation** - The existing Contractor's responsibilities at the time of transition shall include management and control of its turnover assistance and cooperation with the other party or parties to the transition.

2.2.5.5 **Staffing** - The existing Contractor's responsibilities during the transition task will include:

2.2.5.5.1 Encourage experienced staff to become employees of the successor contractor, thereby enhancing the continuity of centralized operations.

2.2.5.5.2 Arrange for the transfer of employee records to the new employer where appropriate.

2.2.5.5.3 Provide access to employees by the successor contractor for employment interviews.

2.2.5.6 **Inventory/Supplies** - During turnover, routine inventory management of supplies will be required of the existing Contractor to avoid critical shortages in the immediate post-contract period. The Contractor shall ensure that no less than a three (3) month supply of all supplies is maintained during the transition period.

2.2.5.7 **OTDA Equipment** - The existing Contractor shall successfully and in a timely manner complete the CSMS equipment transfer and lease assignment or transfer of other rights related thereto.

2.2.6 **Milestones/Deliverables**

2.2.6.1 **Transition Plan** - The Contractor shall deliver, for OTDA prior approval, a detailed plan showing activities and staffing levels during the transition period. This plan must include a method for ensuring the complete review and acceptance testing of each operating procedure of all centralized operations prior to performing those functions.

2.2.6.2 **Procedural Test Results** - The Contractor shall provide the OTDA with the results of the completed acceptance test of each operating procedure for all centralized operations. Review and acceptance of a procedure must conform to the method developed as part of the transition plan.

2.2.6.3 **Progress Reports** - Biweekly progress reports to the OTDA shall be required beginning two (2) weeks after the signing by the Contractor and the OTDA, of a contract resulting from this RFP. These reports must include significant events, progress on procedures development, staffing levels, problems or backlogs encountered, planned activities for the next two (2) reporting periods, meetings held and other information deemed necessary by the OTDA or the Contractor. The Contractor is required to meet biweekly with OTDA staff to discuss issues raised by the Contractor in biweekly reports as well as concerns of OTDA staff.

2.2.6.4 **Final Disaster Plan** - A final disaster plan, with written procedures, designated responsible individuals, test results and a periodic test schedule must be presented to the OTDA for review, approval and acceptance sixty (60) days prior to the beginning of year one of the contract..

2.2.6.5 **Operations Staff in Place** - The Contractor shall complete the installation of the operations staff thirty days (30) prior to the contractor beginning its centralized operations tasks.

2.2.7 **Contractor Compensation**

2.2.7.1 Contractor compensation for transition efforts will be based upon a fixed price. Equal monthly progress payments, covering the cost of the transition shall be made covering the duration of the transition function beginning one (1) month after the OTDA's approval of the Contractor's transition plan. Added detail on Contractor compensation for transition efforts is included in 3.2.1.1 of this RFP.

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2.3 ONGOING OPERATIONS

2.3.1 Approach

2.3.1.1 The Contractor will operate a facility to be known as the New York State Child Support Processing Center and will perform centralized operations in the manner prescribed in Chapters 2, 4 and 5 of this RFP.

2.3.2 Expectation

2.3.2.1 The Contractor during transition must become familiar with all aspects of the centralized operations, such that the Contractor begins its centralized operations task on December 1, 2008 without interruption in service to custodial and noncustodial parents, local district Support Collection Units, the OTDA or any other affected party. It is expected that the Contractor will improve upon the operating efficiency, implement all deliverables and meet or exceed performance standards. The Contractor must implement all requirements outlined in Chapters 2, 4 and 5 of this RFP within the timeframe required therein.

2.3.3 General Division of Responsibilities

2.3.3.1 The Contractor is primarily responsible for the completion of all centralized operations. The OTDA is responsible for providing source information, such as datafiles and addresses as well as Child Support Management System equipment and access as noted in 2.2 of this RFP. The RFP has identified a total of fourteen (14) centralized operations. A detailed description of the processes including the minimum tasks to be accomplished is contained in Chapters 4 and 5 of this RFP.

2.3.4 Contractor Responsibilities

2.3.4.1 **Operations** - The Contractor must maintain the centralized operations at a facility within a thirty-five (35) mile radius of Albany, New York/Call Center is to be located within New York State, and is expected to meet the milestones, deliverables and performance standards noted in Chapters 2, 4 and 5 of this RFP. The following is an overview of each operation:

2.3.4.1.1 Payment Processing - The Contractor must process a large volume of payments (10.5 million transactions for calendar year 2006) in an effective and efficient manner while adhering to generally accepted accounting principles, State and Federal laws and regulations; and OTDA policy. The Contractor must transmit payment information in a format and manner compatible with CSMS for the purpose of automatic application of payments to individual accounts, for both New York City and the remaining fifty-seven (57) local district Support Collection Units. The Contractor must deposit payments into the New York State Child Support Processing Center bank account and wire transfer funds to the respective local district bank account. The Contractor must accept payments from noncustodial parents and employers and the required payment information in various formats.

2.3.4.1.2 Disbursement Processing - The Contractor must manage a large volume of disbursements (9.9 million disbursements for calendar year 2006) using CSMS disbursement information; disburse checks, support direct deposit, debit card and EFT functions in accordance with performance standards; and must provide records and reports necessary to maintain complete and accurate accountability.

2.3.4.1.3 Noncustodial Parent Billing Statements and Employer Reminders - The Contractor must print and mail Noncustodial Parent Billing Statements and Employer Reminders (4.8 million documents for calendar year 2006) in accordance with performance standards. The statements and reminders must be of high quality, support efficient processing of payments, and assist in ensuring that noncustodial parents and employers remit payments in a timely manner and provide sufficient identifying information to allow for machine processing.

2.3.4.1.4 Notices - The Contractor must print and mail notices (5.9 million notices for calendar year 2006) regarding various child support program matters.

2.3.4.1.5 New Hire Notification Processing - The Contractor must maintain a New Hire Notification Processing as a standalone "second shift" operation that begins only after all payment processing tasks have been completed each day. The Contractor must process a large volume of notifications (3.9 million notifications in calendar year 2006) in an efficient and effective manner while adhering to State and Federal laws and regulations, and OTDA policy. The Contractor must transmit new hire information in a format and manner compatible with CSMS for the purpose of automatic updating of noncustodial parent's CSMS employer records. The Contractor must accept new hire notifications in various formats.

2.3.4.1.6 Non-IV/D Payment Processing – The Contractor must process, separate and distinct from child support payments, all non-IV/D payments (7023, transactions in calendar year 2006) in an efficient and effective manner while adhering to performance standards and OTDA policy. The Contractor must provide a summary of payments to the parties involved with the non-IV/D obligations.

2.3.4.1.7 Data Capture Services – In addition to the data capture of payment processing, new hire notification and putative father registry data, the Contractor must capture income execution, wage health benefit report, medical execution, employer compliance, support withholding reminders, website employment leads and noncustodial parent address data, to support the various administrative activities of the child support program. The Contractor must create and transmit datafile(s), or as identified by OTDA, complete on-line data entry, to OTDA for updating of CSMS records. The Contractor must capture data in an efficient and effective manner while adhering to the performance standards.

2.3.4.1.8 Putative Father Registry – The Contractor must capture data pertaining to the acknowledgement of paternity (89,000 acknowledgements in calendar year 2006) in an efficient and effective manner while adhering to performance standards.

2.3.4.1.9 Voice Response System - The Contractor must maintain an interactive Voice Response System (VRS) that responds, in English and Spanish, to a large volume of calls (5.7 million calls in Calendar Year 2006), provides limited financial and general service information to a caller who can access the information through the use of touch-tone service, twenty-four (24) hours a day, seven (7) days a week. The VRS must be expandable and able to support the Customer Service Operations noted in 4.11 and 5.11 of this RFP.

2.3.4.1.10 Outreach – The Contractor must provide staff based on the volume that will contact employers, financial institutions or other State's Child Support Agencies to seek sufficient information to enable the Contractor to credit payments to the proper noncustodial parent account on CSMS. In addition, the staff will also market and secure the electronic submission of child support payments from noncustodial parents, employers, financial institutions and other State's Disbursement Units. From time to time, the staff may also be directed by OTDA to provide services or support for other child support functions. The Contractor must adhere to the performance standards.

2.3.4.1.11 Customer Service – The Contractor must provide staff, based on volume, that will assist via telephone, email and correspondence out of state child support agencies associated with an account, existing custodial and noncustodial parents with information such as: current case status, information or documentation needed to support the next action to be taken on their cases and gathering/inputting information from these clients such as: missing noncustodial and custodial parent's social security numbers, noncustodial parent employer information, location information of noncustodial parent, health insurance benefits available from existing noncustodial parent's policy. Provide non child support clients with information on services available for obtaining child support and instructions for pursuing those services. In addition, staff will also respond to employer inquiries seeking clarification of the impact of the child support program as it relates to employers and their employees. This service must be available in English and Spanish and for those parties with disabilities (TTY/TD and Video Relay).

2.3.4.2 **Mailing Operations** - The Contractor must complete all mailings associated with any of the centralized operations within the performance standards and take advantage of the most economical first class rate (e.g. delivery point bar coding), unless otherwise required by the OTDA.

2.3.4.3 **Reports** - The Contractor must maintain a system of reports that will support the Contractor's billings to the OTDA as well as facilitate the OTDA's ability to charge back to each local district Support Collection Unit their respective share of all centralized support collection and enforcement contract costs, fixed and reimbursable.

2.3.4.4 **On-time Operating Reports** - The Contractor must submit on-time operating reports to the OTDA, which provide summary information on each of the centralized operations. These reports must summarize the results of the centralized operations information for each of the local districts and will be used to monitor Contractor performance. An explanation of the type of reports is included in Chapter 5 of this RFP. The Contractor must furnish to the OTDA periodically, and from time to time as requested by the OTDA, any information related to the centralized operations. Details regarding this requirement can be found in 3.1.4.2 of this RFP.

2.3.4.5 **Security and Confidentiality** - The Contractor must maintain the confidentiality of noncustodial and custodial parent information through secured facilities, software and documentation. The Contractor must maintain a secured area for: processing and customer service; and allowing access to the Voice Response System consistent with normal business practice and to the satisfaction of the OTDA. The New Hire Notification Processing requires stringent adherence to specific Security and Confidentiality requirements, which are detailed in 3.5.8 and 4.5. of this RFP.

2.3.4.6 **Operating Changes Wholly Initiated by the Contractor** - The Contractor must receive the written approval of the OTDA prior to changes being made to key personnel, operating system, procedures, programs, software packages, facilities or equipment used in support of the centralized operations. Approval will not be unreasonably withheld. These changes must have no negative impact on the local districts and must not have any adverse effect on the ability of the Contractor to meet any performance standards set forth in this RFP. Any sharing between the OTDA and the Contractor of cost savings associated with those operational changes wholly initiated by the Contractor shall be subject to negotiation between the OTDA and the Contractor.

2.3.4.7 **Access** - The Contractor must continue to provide access for OTDA, and other State and Federal representatives and designees to personnel, operating system, procedures, programs, documentation, and software packages, facilities and equipment used in support of centralized operations. The Contractor must provide access and support tours

of the centralized operations as directed by OTDA. Any requests for tours received by the Contractor must be referred to OTDA for prior approval. The Contractor shall not initiate any tour without OTDA prior approval. OTDA must be notified in advance of any Contractor staff visiting the operational facility, other than facility employees, they must sign a visitor's log, and wear a visitor's badge during their entire visit. OTDA reserves the right to limit visitor access during normal operating hours.

2.3.4.8 **OTDA Space and Equipment** - The Contractor must maintain and provide adequate space at its centralized operations facility for six (6) on-site State staff to be available to coordinate responses to local district collection and enforcement inquiries, as well as additional space for two (2) State or Federal staff for the purpose of performing monitoring or auditing functions. The Contractor will provide the OTDA's Contract Monitoring Unit with the following equipment:

-facsimile machine with memory

-six (6) personal computers with sufficient memory and capacity to support all functions

-compatible color monitors for each of six (6) personal computers

-software compatible with Contractor report generation applications, imaging records, other applications designed to monitor contractor performance

-Contractor records, spread sheet and word-processing as required by the OTDA

-ancillary equipment to support equipment functionality to include but not limited to communication links, modems, cabling, etc.

-a laser jet printer with connectivity to support six (6) personal computers and various application software

-a photo copier

-maintenance agreement for repair or maintenance of the equipment listed above to cover entire contract term plus any extensions

-six (6) telephones with six (6) separate lines configured to OTDA specifications

-desks, chairs, calculators, bookshelves, and cabinets.

2.3.4.9 **Contractor Audit Program** - The Contractor must provide its own internal audit and quality assurance function to ensure the integrity of the collection and enforcement functions. The Contractor must provide monthly reports of the audits performed along with the results of the audits.

2.3.4.10 **Audit Requirements** - Audit staff from the OTDA, the Office of the State Comptroller (OSC) and the Department of Health and Human Services, Office of Child Support Enforcement (HHS/OCSE) are authorized to perform audits relating to the services rendered by the Contractor and any subcontractors. The Contractor must provide adequate space and access to equipment to support audit task. The audits include but are not limited to the following capabilities:

2007

2.3.4.10.1 Reviewing the Contractor's centralized operations, organization, policies, procedures and practices, effectiveness of control, operating efficiency, facility and software security and backup procedures.

2.3.4.10.2 Auditing transactions to determine that all regulations have been satisfied that transactions have been processed correctly and that any system or regulation changes have been properly implemented. There must be sufficient audit trails to enable the audit staff to trace any transaction from the point the payment is delivered by the U.S. Postal Service through its disbursement, the receipt of datafiles to mailing of notices or the data capture of information. This system must have and maintain the capability to revise affected file after completion of the audit.

2.3.4.10.3 Analyzing adjustments to determine the cause of errors, which have been brought to the State's attention by the local districts, Office of Children and Family Service and Department of Taxation and Finance.

2.3.4.10.4 Using special purpose audit programs to generate audit modules in a real-time mode to support the need for random or spot quality control audits on all transaction processing and related files.

2.3.4.10.5 Occasional processing of test data to determine that the system and procedures are operating properly.

2.3.4.10.6 Reviewing the Contractor's compliance with contract terms, systems specifications, pertinent State and Federal Law and regulations, administrative directives and program documentation.

2.3.4.10.7 Reviewing any phase or aspect of the collection and enforcement functions for any purpose related to the audit.

2.3.4.11 **Audit Function Required Performance** - In order to properly perform the audit function, the following is required:

2.3.4.11.1 Access to Files, Documentation and Contractor Personnel - The audit staff shall be given access by the Contractor to all Contractor personnel and facilities. The Contractor must provide read-and- copy access to all the files that were used. Such files shall include, but are not limited to, the inventory control files, centralized operations datafiles, procedure files, and claims/expenditure files. In addition to access to computer files, access to the following types of centralized operations documentation includes but is not limited to:

2.3.4.11.2 All software and operating manuals

2.3.4.11.3 All documentation, including rules, regulations, memos, and internal reports and the facilities and right to photocopy any and all documentation.

2.3.4.12 **Computer Resources** - The Contractor must provide access to any computer resources utilized by the Contractor, including but not limited to:

2.3.4.12.1 All application programs and libraries.

2.3.4.12.2 All systems programs and libraries.

2.3.4.12.3 The operating system, including job accounting/software.

2.3.4.12.4 Computer time.

2.3.4.13 **Audit Staff Notification** - The audit staff must be promptly notified of any changes made to computer programs and adjustments to edit checks between processing runs.

2.3.4.14 **Data Retrieval Requirements** - The Contractor must provide the personnel and resources necessary for the automated and/or manual sample of documentation in support of any or all operations outlined in Chapters 4 and 5 of this RFP, expenditure claims or other file data maintained by the Contractor, including historical data and any necessary follow up, that may be required to meet any performance review requirements. The OTDA reserves the right to audit the Contractor's systems and procedures to ascertain that the Contractor is adhering to the confidentiality provisions set forth herein. Subject to reasonable Contractor security procedures, the OTDA can perform security audits without affording the Contractor prior notice. In addition, when the Performance Audit staff are on site for another purpose, if violations of security are observed, the OTDA reserves the right to require corrective action and to impose liquidated damages as noted in 3.2.3 of this RFP.

2.3.4.15 **Equity and Purchase Rights to Hardware and Facilities** - The Contractor must have the responsibility to ensure that all leases for equipment or facilities shall be negotiated or renegotiated to establish and preserve any equity rights and purchase option rights existing of the OTDA or any centralized operations Contractor of the OTDA.

2.3.4.16 **Disaster Backup Testing** - The Contractor must perform, at the OTDA's request, a minimum of one Operations disaster test every six (6) months at each of the backup facilities secured by the Contractor.

2.3.4.17 **Internal Controls** - The Contractor must develop as part of its operating policy and procedures sufficient internal controls regarding separation of functions and funds accountability. Minimal specific requirements can be found in the Office of State Comptroller's User Procedure Manual.

2.3.4.18 **Affirmative Action Objective** - It is the OTDA's policy to require Contractors to demonstrate effective affirmative action efforts, and to ensure employment of protected class members. The Contractor must possess and submit a copy of an Affirmative Action Plan as noted in Appendix B of this RFP. The Affirmative Action Plan must comply with the Civil Rights Act of 1964 as amended, Executive Order 11246, entitled "Equal Employment Opportunity" and regulations issued by the United States Department of Labor contained in 41 Code of Federal Regulations Part 60. The Contractor furthermore agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Regulations issued pursuant thereto contained in 45 Code of Federal Regulations Part 84 entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Reviewing or Benefiting from Federal Financial Assistance". It is the policy of the OTDA to encourage the employment of qualified applicants/recipients of public assistance by both public organizations and private enterprises that are under contractual agreement to the OTDA for the provision of goods and services. The OTDA may require the Contractor to demonstrate how the Contractor has complied or will comply with the aforesaid policy.

2.3.4.19 **Contractor Holiday Schedule** - The Contractor's holiday schedule must mirror OTDA's holiday schedule and receive the prior written approval of the OTDA.

2.3.4.20 **Banking Services** - The OTDA will coordinate banking services for the fifty-eight (58) local district Support Collection Unit bank accounts and the New York State Child Support Processing Center bank accounts under a separate contract rather than requiring the Contractor to obtain a subcontract with a banking partner. The OTDA's Banking Contractor will be responsible for maintaining a depository office within a sixty (60) mile radius of Albany, NY. The Contractor will be responsible for the cost of a secured courier service to deliver daily deposits to the Banking Contractor's depository. The OTDA's

Banking Contractor will support centralized operations effective December 1, 2008. Any process included as part of an Offeror's response which has a direct interface with the banking industry, must comply with protocols established by the National Automated Clearing House Association (NACHA), New York State Banking Department, and New York State Office of State Comptroller.

2.3.4.21 **Telephone Services for Voice Response System and Customer Service** – The OTDA will coordinate telephone line installation and service under a separate existing contract with Verizon Business. The OTDA will be responsible for monthly line and usage charges. The Contractor will be responsible for all other telephone service needs to support the centralized operations other than the Voice Response System and Customer Service.

2.3.4.22 **Equipment and Software** - The Contractor is responsible for:

2.3.4.22.1 Determining equipment and software needs to ensure performance standards are met

2.3.4.22.2 Conforming to manufacturer's maintenance schedule to ensure maximum useful life

2.3.4.22.3 Replacing equipment as it reaches the end of its useful life and any costs associated with that replacement to include, but not limited to installation, testing and supporting software.

2.3.4.23 **Early Intervention Enhancement** - Upon acceptance by the OTDA, the Contractor shall implement and perform the operational tasks, as noted in 2.6, 4.13 and 5.16 of this RFP, for the "Early Intervention Enhancement".

2.3.4.24 **Location Enhancement** - Upon acceptance by the OTDA, the Contractor shall implement and perform the operational tasks, as noted in 2.7, 4.14 and 5.17 of this RFP, for the "Location Enhancement".

2.3.4.25 **Performance Standards** - The Contractor is required to perform according to the standards mandated by the Federal and State regulations and guidelines and by specific OTDA performance standards. These performance standards are set forth in Chapter 5 of this RFP, and the meeting of each standard shall be a contract deliverable to which all pertinent provisions of this RFP and the resulting agreement, including compensation for errors and liquidated damages, shall apply. In those cases where noncompliance with performance standards is the cause for the loss of Federal Financial Participation (FFP), the OTDA shall determine the proportion of loss of FFP for which the Contractor is responsible, and the Contractor shall then be liable to the OTDA for the corresponding amount of money lost through decreased FFP.

2.3.5 **Contractor Compensation** -The Contractor will be compensated as follows:

2.3.5.1 **Basis for Payment** - Payment shall be made for full and proper performance, by the Contractor, of all the Centralized Operations tasks referred to in 2.3.4 of this RFP and shall be based on the pricing schedules contained in Appendix C, Fixed Price Summary Form CS-1 and the Contractor's Performance and Basis of Payment provisions noted in 3.2 of this RFP for each operational year of the agreement period.

2.3.5.2 **Grounds for Contractor Compensation Change** - The Agreement price for each year of Centralized Operations and the agreed upon compensation formula shall remain in effect throughout the contract term. However, contractor compensation provisions shall be subject to modification if any law of the United States or of New York State or any rule, regulation or guideline of any agency thereof is approved, amended or judicially interpreted which causes addition to or deletion from the scope of work, which results in a

substantial increase or decrease in the level of effort. See 3.2.4 of this RFP for further details relating to adjustments in compensation.

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2.4 **TURNOVER -**Turnover resulting from this RFP will be required to achieve the continuation of services.

2.4.1 **Approach** – The objectives are to:

2.4.1.1 Provide for an orderly and controlled transition to either the OTDA or a successor contractor without interruption of processing and services provided to local districts and clients.

2.4.1.2 Maintain the level of effectiveness required by the performance standards.

2.4.2 **Summary Statement of Work**

2.4.2.1 The Contractor must turn over the complete centralized operations to the OTDA, or at the OTDA's option, a successor contractor.

2.4.2.2 The OTDA owns all centralized operations equipment and software and that equipment and software must be transferred to the OTDA or at the OTDA's option, the successor contractor at no cost.

2.4.2.3 The OTDA seeks a low risk turnover, which has no adverse effect on the local districts and clients.

2.4.2.4 Experienced centralized operations personnel are vital to a smooth turnover, and the Contractor must encourage employees to seek employment with the OTDA or the successor contractor.

2.4.3 **Contractor Responsibilities -**The Contractor must submit:

2.4.3.1 **Plans** - Two (2) updated turnover plans, in progressively greater detail, may be required. First, as part of the planning process for reprocurement, a detailed plan must be delivered to the OTDA fifteen (15) months prior to the end of the contract. This plan must include the following, notwithstanding the fact that some of the data is available through interpretation of existing reports:

2.4.3.1.1 Organization chart detailing the reporting relationships and number of personnel in each organization unit. Lists of all job titles/levels and the number of individuals in each title/level.

2.4.3.1.2 Detailed breakdown of processing steps performed by each organization unit. Information should include staffing, equipment, facility, supply consumption, workloads, standard procedures and files accessed.

2.4.3.1.3 Detailed statistics on operating volumes.

2.4.3.1.4 Projected annual budgetary expenses for each functional group within the operation, e.g., each separate operation, accounting, and management. Costs by functional area. Supply list and consumption history.

2.4.3.1.5 Updates to all equipment and facility records, with information as to whether the items are leased, owned, rented or provided for Contractor use by the OTDA. A complete set of the most recent documentation as set forth in 3.1.4.2 of this RFP.

2007

2.4.3.1.6 Detail listing and individual copies of all agreements, subcontracts and leases, including, but not limited to, facility lease, equipment leases, rental agreements and maintenance agreements.

2.4.3.1.7 Facility layout.

2.4.3.1.8 Commitment to facility access by the OTDA and others in relation to reprocurement.

2.4.3.1.9 Training course outlines and materials.

2.4.3.1.10 Furthermore, the turnover plan must include all other information requested by the OTDA that the OTDA, in its sole discretion, believes is necessary to effectuate a smooth turnover to the successor contractor, including information for OTDA preparation of an RFP for the subsequent contract.

2.4.3.1.11 The turnover plan shall be delivered to the OTDA in hard copy. In addition, the Contractor shall deliver to the OTDA one original set of microfiche or other electronic/digital medium acceptable to OTDA, containing all the items required in the first turnover plan.

2.4.3.1.12 A second update to the turnover plan may be required upon selection of the successor contractor. If required, this update would constitute the final detailed plan and it would be required approximately eight (8) months prior to the end of the contract. This final updated turnover plan would be produced, within thirty (30) days, upon request by the OTDA.

2.4.3.2 **Training** - The Contractor is required to provide transition training for the successor contractor's management in the operation and maintenance of the centralized operations. The transition assistance furnished by the Contractor must include the development of a training plan, which must be approved by the OTDA.

2.4.3.3 **Resources** - The Contractor is required to make available:

2.4.3.3.1 Operational resources during turnover for training and testing scheduled outside normal working hours.

2.4.3.3.2 Access to operating systems for testing and training during normal working hours.

2.4.3.3.3 Space, desks, reasonable office support (copiers, etc.) provided for turnover staff of the successor contractor or the OTDA.

2.4.3.3.4 Three (3) months supply of check stock and billing statement and notice stock inventory.

2.4.3.4 **Equipment and Software** - The Contractor shall transfer all software and equipment, with title, leasing or license rights thereto, to the extent the Contractor is required by this RFP to possess the same, to a successor contractor or the OTDA. The Contractor shall similarly transfer to the OTDA or the successor contractor all nonproprietary system software, datafiles, application programs and documentation.

2.4.3.5 **Cooperation** - The Contractor's responsibilities at the time of turnover shall include management and control of its turnover assistance and cooperation with the other party or parties to the turnover.

2.4.3.6 **Staffing** - The Contractor's responsibilities during the turnover task will include:

2.4.3.6.1 Maintain constant staffing during the turnover period by encouraging and/or providing incentives to staff to remain;

2.4.3.6.2 Encourage experienced staff to become employees of the successor contractor, thereby enhancing the continuity of centralized operations.

2.4.3.6.3 Arrange for the transfer of employee records to the new employer where appropriate.

2.4.3.6.4 Provide access to employees by the successor contractor for employment interviews.

2.4.3.7 **Inventory/Supplies** - During turnover, routine inventory management of supplies will be required of the Contractor to avoid critical shortages in the immediate post-contract period. The Contractor shall ensure that no less than a three (3) month supply of all supplies is maintained during the turnover period. Acquisition cost information shall be provided to the OTDA for all supplies.

2.4.3.8 **OTDA Equipment** - The Contractor shall successfully and in a timely manner complete the CSMS equipment transfer and lease assignment or transfer of other rights related thereto. Such transfer must be in accord with 3.1.5.1 of this RFP.

2.4.4 **Contractor Compensation -**The Offeror shall offer a fixed price for the turnover task. Full payment, in one lump sum, shall be made by the OTDA to the Contractor upon OTDA review and determination that all milestones and deliverables relating to the turnover task have been properly achieved or furnished. Added detail on Contractor compensation for turnover task is included in 3.2.1.3 of this RFP.

2.4.5 **OTDA Responsibilities -** The OTDA will:

2.4.5.1 Oversee transfer of all lease rights, fixed assets, and supplies inventory from the Contractor to the OTDA or a successor contractor.

2.4.5.2 Commit personnel in preparation for turnover in accordance with a schedule for formal and on-the-job training.

2.4.6 **Milestones/Deliverables -** To satisfy the turnover task, the following milestones and deliverables are required.

2.4.6.1 The Contractor must deliver each of the two (2) turnover plans described in 2.4.3.1 of this RFP in a format and with content approved by the OTDA.

2.4.6.2 The Contractor must successfully and in a timely manner complete the CSMS equipment transfer and lease assignment or transfer of other rights related thereto. Such transfer must be in accord with 3.1.5.1 of this RFP.

2.4.6.3 The Contractor must transfer all equipment and software and documentation for the system in accordance with 3.1.4 of this RFP.

2.4.6.4 The Contractor must complete all other tasks called for by the turnover plan to satisfy the last turnover deliverable.

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2.5 OFFEROR SUGGESTED REVISIONS

2.5.1 Description of Suggested Revisions

2.5.1.1 Offerors are requested to address 2.5 of this RFP. The OTDA encourages contractors with whom it does business to develop ideas that will lead to cost containment, productivity improvements and/or operational efficiencies. Offerors must respond to all RFP requirements as requested and can additionally suggest revisions in the manner described herein. The purpose of 2.5 of this RFP is to encourage Offerors to describe revisions to the centralized operations that have not been requested or required by this RFP. The OTDA expects that the Offerors' expertise and experience will provide a source of innovative concepts for improving the efficiency, effectiveness and productivity of the centralized operations, which could lead to substantial program savings. The OTDA further expects that Offerors will be able to take the opportunity to propose revisions that foster and promote the goals for M/WBE purchasing and subcontracting as set forth in 2.3.4.18 and 3.5.6 of this RFP.

2.5.1.2 Offerors with suggestions must, based on the Offeror's understanding of the New York State Child Support Enforcement (CSE) Program, the CSMS system limits, and the constraints and performance standards articulated in this RFP, develop the following for each Offeror suggested revision:

2.5.1.2.1 Brief narrative that explains the potential revision including all benefits and disadvantages both tangible and intangible as well as the effect on equipment, software, fixed and reimbursable costs, e.g., decreases or increases, sale or replacement, etc.

2.5.1.2.2 Description of the effect of the revision on the performance in standards outlined in Chapter 5 of this RFP.

2.5.1.2.3 Statement of any and all design, development and implementation costs and any increases or decreases in operation costs.

2.5.1.2.4 Description of the impact on local districts, clients or any other affected party and an estimate of the annual program savings.

2.5.1.2.4.1 Such revisions may be accepted or rejected by the OTDA, in its sole discretion, in whole or in part. Offerors must not make their cost proposal contingent on acceptance of any Offeror suggested revision(s).

2.5.1.2.4.2 The State reserves the right to use any Offeror suggested revisions proposed by any Offeror. This right extends to revisions suggested by unsuccessful Offerors. By submitting any Offeror suggested revision(s) in its proposal, an Offeror agrees to the terms of the two preceding sentences. The State will not, in any manner, reimburse the unsuccessful Offerors for any of their suggested revisions, which the State may decide to implement. However, for the purposes of selection of the winning Offeror, only an Offeror's own suggested revisions will be used in evaluating that Offeror's proposal. Offeror suggested revisions will be considered in the selection process in the circumstances explained in Chapter 6 of this RFP.

2.5.2 **Suggested Revisions Review**

2.5.2.1 Offerors, by their suggested revisions, may address any operational or administrative area of centralized operations, which will provide efficiencies and result in contract savings to the OTDA.

2.5.2.2 If accepted by the OTDA, the savings resulting from these offered revision(s) would be applied to the Offeror's cost proposal, thereby reducing the Offeror's price offer for the purpose of selection of the winning Offeror. For the purposes of evaluation, cost savings from these suggested revisions will be reviewed and analyzed by the OTDA. Should the OTDA determine that the projected savings, as presented by the Offeror, do not fairly or accurately represent the potential net savings to the OTDA, the OTDA will make a determination as to the potential net savings and will so inform the Offeror. The Offeror will be allowed three (3) calendar days to review the OTDA's determination and either accept it or present additional arguments to support the Offeror's savings estimate as originally presented in its proposal. The OTDA will consider any additional arguments that are received within the three (3) calendar day time limit and will then make a final determination as to the net amount of savings for the purposes of evaluation. Failure on the part of the Offeror to provide additional arguments within the three (3) calendar day period shall constitute acceptance of the OTDA's original determination. The above process will result in cost adjustments for the purpose of price offer evaluation and will not necessarily determine the price offer of such revision should the OTDA determine to contract for the same. However, such revisions will be a factor in the selection process in the circumstances explained in Chapter 6 of this RFP.

2.5.2.3 The OTDA reserves the right to reject any revision proposed by an Offeror which the OTDA deems impractical in the New York State environment or not in the best interest of the State. The Offeror must be prepared to perform the operations or activities as set forth in this RFP if the proposed revision is not accepted.

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2.6 **EARLY INTERVENTION ENHANCEMENT**

2.6.1 **New Contract Operation Projects**

2.6.1.1 The OTDA projects that there may be operational tasks implemented at sometime throughout the new contract term. It is the intent of this RFP to solicit Offerors for the implementation and operation of an early intervention enhancement by the Contractor that may ultimately be accepted by the OTDA as a requirement to the new agreement.

2.6.2 **Approach**

2.6.2.1 **<u>The objectives are as follows:</u>**

2.6.2.1.1 Provide a description of those tasks to include, at a minimum, those described in 4.13 of this RFP.

2.6.2.1.2 Minimize the risk associated with implementing such enhancement

2.6.2.1.3 Obtain competitively offered fiscal agent services for the early intervention enhancement.

2.6.2.1.4 Implement all contract deliverables and maintain level of effectiveness required by the performance standards noted in 5.16 of this RFP.

2.6.3 **Summary Statement of Work**

2.6.3.1 Upon notice from OTDA that this enhancement is accepted, the Offeror must provide the additional resources (staff, facilities, equipment, etc.) for the implementation and operation of the early intervention enhancement listed in 4.13 of this RFP.

2.6.3.2 The actual schedule for implementation has not been established for the enhancement, as this is an optional item that may be implemented at the discretion of OTDA at any time during the contract term. Offerors shall price their offers for the tasks as required by the cost schedules identified in Appendix B of this RFP. The evaluation will consist of a pass/fail for the technical portion of the enhancement. The price for an enhancement accepted prior to the execution of the agreement resulting from this RFP, will be added to the Operations fixed price cost by use of the Offeror's response forms. Should the OTDA determine that the technical proposal elements for the enhancement do not meet the detailed description of the enhancement as set forth in 4.13 and 5.16 of this RFP, the Offeror shall be required to revise their technical proposal to a level that meets the detailed description in 4.13 and 5.16 of this RFP. The Offeror will not be compensated for those technical proposal revisions.

2.6.4 **Contractor Responsibilities**

2.6.4.1 **<u>Planning</u>** - The Contractor shall develop a detailed workplan, which incorporates the milestones, deliverables, and reflects the implementation schedule specified in 4.13 and 5.16 of this RFP.

2.6.4.2 **<u>Development</u>** -.The Contractor shall be responsible for developing the following:

2.6.4.2.1 Upgrading telecommunication links, software and hardware with the telephone service
provider and OTDA.

2.6.4.2.2 Interfaces needed to support this enhancement with the voice response or call center systems.

2.6.4.2.3 An electronic solution to support and provide child support early intervention activities.

2.6.4.3 **Implementation** - The Contractor shall provide all the necessary facilities, leasehold improvements, equipment acquisition and installation, training resources except as provided by the OTDA, etc., as required as a result of the enhancement. The Contractor shall also provide the necessary resources for any conversion activity that cannot be accomplished without interrupting the timely delivery of other required operational tasks.

2.6.4.4 **Ongoing Operations** - The Contractor shall provide all the necessary resources to perform the enhancement from implementation through contract termination. Any new performance standards and reporting requirements associated with the accepted enhancement shall become effective upon implementation of the respective enhancement.

2.6.5 **Contractor Compensation**

2.6.5.1 Upon acceptance and implementation of the early intervention enhancement, the Contractor will be entitled to compensation, which compensation shall consist of:

2.6.5.2 A lump sum payment for transition covering all planning, development and implementation efforts;

2.6.5.3 A fixed monthly payment per call volume as noted in accordance with the cost matrix in Appendix C, Form CS-2R for all additional operations' effort.

2.6.6 **OTDA Responsibilities -** The OTDA shall be responsible for:

2.6.6.1 Defining the functional requirements for the enhancement.

2.6.6.2 Determining the implementation date for the enhancement.

2.6.6.3 Providing for the installation and maintenance of telephone lines to support the operation of the Early Intervention tasks.

2.6.6.4 Providing datafile where applicable

2.6.6.5 Receiving datafiles where applicable

2.6.7 **Enhancement Response**

2.6.7.1 The Offeror must submit a response for the optional enhancement entitled "Early Intervention Enhancement". A more detailed description of that enhancement including milestones, deliverables and key dates is outlined in

4.13 and 5.16 of this RFP. The basic components of the "Early Intervention" enhancement include:

2.6.7.1.1 The service must be available in English and Spanish.

2.6.7.1.2 Email, Voice and text messaging, defined as follows:

2.6.7.1.2.1 Email – an electronic mail message sent to a single computer system.

2.6.7.1.2.2 Voice Messaging – A voice message sent to a mobile or land telephone.

2.6.7.1.2.3 Text Messaging – A test message sent to a mobile device.

2.6.7.1.3 Outbound messages to custodial and noncustodial parents through the use of an automated system.

2.6.7.1.4 Messages to custodial parents to provide payment information, reminders to upcoming appointments, court dates and paternity testing dates.

2.6.7.1.5 Messages to noncustodial parents to provide reminders or information for upcoming appointments, court dates, paternity testing dates, payment due reminders and payment delinquency reminders and arrears management.

2.6.7.1.6 Inbound messages responding to outbound messaging.

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2.7 **LOCATION ENHANCEMENT**

2.7.1 **New Contract Operation Projects**

2.7.1.1 The OTDA projects that there may be operational tasks implemented at sometime throughout the new contract term. It is the intent of this RFP to solicit Offerors for the implementation and operation of a location enhancement by the Contractor that may ultimately be accepted by the OTDA as a requirement to the new agreement.

2.7.2 **Approach**

2.7.2.1 **<u>The objectives are as follows:</u>**

2.7.2.1.1 Provide a description of those tasks to include, at a minimum, those described in 4.14 of this RFP.

2.7.2.1.2 Minimize the risk associated with implementing such enhancement

2.7.2.1.3 Obtain competitively offered fiscal agent services for the location enhancement.

2.7.2.1.4 Implement all contract deliverables and maintain level of effectiveness required by the performance standards noted in 5.17 of this RFP.

2.7.3 **Summary Statement of Work**

2.7.3.1 Upon notice from OTDA that this enhancement is accepted, the Offeror must provide the additional resources (staff, facilities, equipment, etc.) for the implementation and operation of the location enhancement listed in 4.14 of this RFP.

2.7.3.2 The actual schedule for implementation has not been established for the enhancement, as this is an optional item that may be implemented at the discretion of OTDA at any time during the term of the contract. Offerors shall price their offers for the tasks as required by the cost schedules identified in Appendix B of this RFP. The evaluation will consist of a pass/fail for the technical portion of the enhancement. The price for an enhancement accepted prior to the execution of the agreement resulting from this RFP, will be added to the Operations fixed price cost by use of the Offeror's response forms. Should the OTDA determine that the technical proposal elements for the enhancement do not meet the detailed description of the enhancement as set forth in 4.14 and 5.17 of this RFP, the Offeror shall be required to revise their technical proposal to a level that meets the detailed description in 4.14 and 5.17 of this RFP. The Offeror will not be compensated for those technical proposal revisions.

2.7.4 **Contractor Responsibilities**

2.7.4.1 **<u>Planning</u>** - The Contractor shall develop a detailed workplan, which incorporates the milestones, deliverables, and reflects the implementation schedule specified in 4.14 and 5.17 of this RFP.

2.7.4.2 **Development** - The Contractor shall be responsible for developing the following:

2.7.4.2.1 Obtaining custodial and noncustodial parent location, employer and asset information from sources other than those provided to the child support management system (CSMS).

2.7.4.2.2 A process to verify location, employment and asset information for custodial and noncustodial parents.

2.7.4.2.3 A datafile or on-line process entry, at OTDA's request, to provide CSMS with verified location, employment and asset information.

2.7.4.3 **Implementation** - The Contractor shall provide all the necessary facilities, leasehold improvements, equipment acquisition and installation, training resources except as provided by the OTDA, etc., as required as a result of the enhancement. The Contractor shall also provide the necessary resources for any conversion activity that cannot be accomplished without interrupting the timely delivery of other required operational tasks.

2.7.4.4 **Ongoing Operations** - The Contractor shall provide all the necessary resources to perform the enhancement from implementation through contract termination. Any new performance standards and reporting requirements associated with the accepted enhancement shall become effective upon implementation of the respective enhancement.

2.7.5 **Contractor Compensation**

2.7.5.1 Upon acceptance and implementation of the location enhancement, the Contractor will be entitled to compensation, which compensation shall consist of:

2.7.5.2 Basis for verified location, employer or asset information.

2.7.5.3 A fixed price per verified item.

2.7.6 **OTDA Responsibilities -** The OTDA shall be responsible for:

2.7.6.1 Defining the functional requirements for the enhancement.

2.7.6.2 Determining the implementation date for the enhancement.

2.7.6.3 Providing a hardcopy, datafile, cartridge or tape format of custodial and noncustodial information.

2.7.6.4 Receiving verified location, employment or asset information.

2.7.6.5 Referring inquiries to Contractor where applicable.

2.7.7 **Enhancement Response**

2.7.7.1 The Offeror must submit a response for the optional enhancement entitled "Location Enhancement". A more detailed description of that enhancement including milestones, deliverables and key dates is outlined in 4.14 and 5.17 of this RFP.

Chapter 3 - CONTRACTUAL PROVISIONS

3.1 CONTRACTOR RESPONSIBILITIES

3.1.1 Introduction

3.1.1.1 The purpose of Chapter 3 of this RFP is to identify those elements, which will form the basis of the contractual relationship between the successful Offeror and the OTDA. To be considered responsive to this RFP, each Offeror must be willing to sign a contract containing the terms and conditions presented herein. The OTDA may negotiate changes in some clauses in response to suggestions from the selected Offeror to the extent the suggestions are to the benefit of the OTDA, but it is under no obligation to do so. Additional provisions may be required by the OTDA as the contract evolves.

3.1.1.2 The term "Agreement" as used throughout Chapter 3 of this RFP refers to the contract that will result from this RFP, as defined in 3.5.1.1 of this RFP, including contract appendices and incorporations by reference unless a particular usage is otherwise expressly defined or limited.

3.1.2 General Contractor Duties

3.1.2.1 **Contractor must**:

3.1.2.1.1 Assume complete responsibility for the cost and timely accomplishment of all activities and duties required by the Agreement and carry out those activities and duties in a competent and timely manner.

3.1.2.1.2 Notify the OTDA in writing of any changes in the persons designated to bind the Contractor.

3.1.2.1.3 Maintain a dedicated on-site administrative organization sufficient, in the judgment of the OTDA, for the Contractor to discharge its contractual responsibilities. This contractual obligation shall require the Contractor to maintain staff, which shall be directly accessible by OTDA staff. The OTDA shall be notified in writing and in advance of all reductions in staff below the levels required by the Agreement.

3.1.2.1.4 Maintain a dedicated on-site stand-alone New Hire Notification Processing operation such that the functional tasks do not commence each day Monday through Saturday, except holidays until payment processing operations have been fully completed.

3.1.2.1.5 Maintain the level of liaison and cooperation with the OTDA necessary for proper performance of all contractual responsibilities.

3.1.2.1.6 Maintain senior management as identified in the Contractor's Proposal (hereinafter "Proposal") unless granted specific written permission by the OTDA to change senior management, which permission shall not be unreasonably withheld. "Senior" shall mean those managers identified as key personnel in accordance with this RFP.

3.1.2.1.7 Agree, except for the data files and training provided by the OTDA, that no aspect of Contractor performance under the Agreement will be contingent upon

State personnel or the availability of State resources. The only Contractor exception are those proposed actions of the Contractor specifically identified in the Agreement as requiring OTDA approval or those actions arising out of the normal cooperation which can be expected in such a contractual relationship.

3.1.2.1.8 Submit, in writing, to the OTDA, within twenty-four (24) hours of learning of any situation which can reasonably be expected to adversely affect any of the centralized operations, a description of the situation and include a recommendation for resolution whenever possible.

3.1.2.1.9 Immediately notify the OTDA's Project Director of any emergency requiring the initiation of the Disaster Plan to include the use of a backup facility or facilities.

3.1.2.1.10 Maintain the security of the New York state child support processing center facility by not publicizing its location, displaying any signage outside the facility, or giving out the address of the facility other than to vendors providing direct service to the facility or its operations. In addition, the contractor agrees to require a sign-in log for all authorized visitors, only provide tours of the facility after obtaining OTDA prior approval, and maintain physical security as required..

3.1.2.1.11 Be responsible for full, current and detailed knowledge of, and compliance with, the pertinent requirements of New York State and Federal Law and the pertinent regulations and guidelines promulgated thereunder.

3.1.2.1.12 Implement changes within the scope of work of this agreement in accordance with the OTDA approved schedule, including changes required by new policy, regulation, statute or judicial interpretation

3.1.2.1.13 Cooperate fully with any other contractors that may be engaged by the OTDA to work on centralized operations.

3.1.2.1.14 Recognize and agree that any and all work performed outside the scope of the Agreement or without consent of the OTDA shall be deemed by the OTDA to be gratuitous and not subject to charge by the Contractor.

3.1.2.1.15 Be liable to reimburse the OTDA or local districts for improperly disbursed support payments when such improper payments are made due to business errors of the Contractor or are otherwise attributable to the Contractor's negligent or willful failure to adhere to the centralized operations performance standards and procedures established by the OTDA, the Agreement, or State or Federal laws or regulations.

3.1.2.1.16 Be liable to compensate the OTDA or local districts with a flat fee for each error to cover their efforts to correct payment processing errors, whether or not those errors result in an improperly disbursed support payment.

3.1.2.1.17 Perform in accordance with the performance standards set forth in Chapter 5 of this RFP.

3.1.3 Accounting Requirements

The Contractor must establish accounting policies and procedures, maintain records and supply reports to the OTDA periodically and as requested by the OTDA. The Contractor must be responsible for establishing and maintaining additional accounting policies, procedures and records as required to control

and document its fiscal activities. All accounting policies, records, procedures and reporting, including expense charging practices, must be subject to Federal and State approval. All accounting relationships with related business organizations and sub-contractors must be clearly defined.

3.1.3.1 **Accounting Records Supplied to the OTDA** - The Contractor must supply to the OTDA fiscal records of Agreement revenues and expenses. These records must include, but not be limited to, the following:

3.1.3.1.1 Statement of Financial Position (Balance Sheet) - The Contractor must submit a quarterly balance sheet no later than fifteen (15) days after the end of each contract quarter which shall depict the financial position of the Contractor and any subcontractor. The balance sheet must be in conformance with generally accepted accounting principles for other similar commercial organizations. The account receivable and accounts payable items on the balance sheet shall distinguish between dealings with related business organizations. In addition, a list detailing all major debtors and creditors with their outstanding balances shall be included with the balance sheet submission.

3.1.3.1.2 Income Statement - The Contractor must submit a monthly income statement no later than fifteen (15) days after the end of the month being reported which must include all revenues and expenses incurred in the operation of the Agreement. The income statement must show pretax profit (loss) for the current month as well as total pretax profit (loss) for the contract operating year. This statement must be in conformance with generally accepted accounting principles for other similar commercial organizations.

3.1.3.1.3 Annual Audit Report - The Contractor must submit to the OTDA a copy of the Statement on Auditing Standards (SAS) No. 70, Service Report II, of the annual audit conducted by an independent auditing firm, within fifteen (15) days after receipt of the report from the auditing firm.

3.1.3.1.4 Quarterly Fixed Assets Report -The Contractor must submit an inventory report of all fixed assets within fifteen (15) days after the end of each contract quarter. Accumulated depreciation and current net book value must be indicated on the report for all assets purchased by the Contractor.

3.1.3.2 **Billings to the OTDA** - The Contractor must submit monthly billings to the OTDA in the form and calculated in the manner provided for in 3.2 of this RFP.

3.1.3.3 **Accounting Ledgers** - The Contractor must maintain separate sets of accounting ledgers, exclusively for the Agreement, and in connection therewith, identify, collect and separate costs by the following:

3.1.3.3.1 Transition
3.1.3.3.2 Payment Processing - Mail expenses
3.1.3.3.3 Payment Processing – Electronic expenses
3.1.3.3.4 Disbursement Processing – Checks expenses
3.1.3.3.5 Disbursement Processing – Electronic expenses
3.1.3.3.6 Noncustodial Parent Billing Statement/Employer Reminder Processing expenses
3.1.3.3.7 Notice – Processing expenses
3.1.3.3.8 New Hire Notification Processing – Mail expenses
3.1.3.3.9 New Hire Notification Processing – Electronic expenses
3.1.3.3.10 Non- IV/D Payment Processing expenses
3.1.3.3.11 Data Capture Services expenses

3.1.3.3.12 Putative Father Registry expenses
3.1.3.3.13 Voice Response System expenses
3.1.3.3.14 Outreach expenses
3.1.3.3.15 Customer Service expenses
3.1.3.3.16 Administration expenses
3.1.3.3.17 Turnover expenses
3.1.3.3.18 Reimbursable expenses
3.1.3.3.19 Early Intervention Enhancement expenses (if this option is exercised by OTDA)
3.1.3.3.20 Location Enhancement expenses (if this option is exercised by OTDA)

3.1.3.4 **Reimbursable Expenses** - Separate records must be maintained for reimbursable expenses. Reimbursables must include those items specified in 3.2.5 of this RFP and records must be maintained detailing the postage, paper stock, envelopes, and cash receipt books costs incurred for each local district for:

3.1.3.4.1 Noncustodial Parent Billing Statements
3.1.3.4.2 Employer Reminders
3.1.3.4.3 Disbursements
3.1.3.4.4 Notices
3.1.3.4.5 Forwarding correspondence to local districts
3.1.3.4.6 Customer Service Mailings
3.1.3.4.7 Electronic Disbursement Mailings

3.1.3.5.8 Invoices, receipts, a copy of the check for Contractor payment of reimbursable costs, or other evidence substantiating reimbursable expenses must be maintained. Vouchers submitted by the Contractor for reimbursable expenses must specify the cost for each of the categories in 3.1.3.4 of this RFP.

3.1.4 **Rights of the OTDA to Ownership and Delivery -**Computer Programs, Manual Procedures, Operating Plans, Documentation and Related Items.

3.1.4.1 OTDA Ownership of System - The Contractor understands and agrees that all computer programs, manual procedures, operating plans and procedures, documentation, data, records and related items arising out of or related to the centralized operations are owned without qualification by the OTDA, and that such ownership of these elements must continue in and remain in the OTDA unimpaired during the term of, and subsequent to termination of, the Agreement. The Contractor will ensure that the OTDA shall be granted a perpetual license to use any proprietary software leased, owned, or purchased by the Contractor and used to satisfy requirements under this contract. Any enhancements to, changes in or augmentation or creation of any such elements during the term of the Agreement shall be owned by the OTDA without qualification. It shall be a fundamental duty of the Contractor to ensure OTDA ownership of such elements and deliver, to the OTDA, copies of such elements in such manner and at such times as herein provided. Such obligations by the Contractor and rights of the OTDA are not subject to limitation in any respect, including claim of proprietary right by the Contractor or failure to claim for the cost thereof. In addition, to assure continued integrity of the centralized operations and compliance with this provision, the Contractor must obtain prior written approval from the OTDA for all Contractor-initiated changes, modifications and enhancements to the centralized operations and must permit and facilitate, without restrictions, any access to the operating system requested by the OTDA, which access shall not be utilized to disrupt production activities.

3.1.4.2 Documentation Requirements - The Contractor must deliver to the OTDA, at the times set forth herein, two copies of the following:

3.1.4.2.1 All software, including computer programs written and all subroutines called, executed or otherwise used by a computer system.

3.1.4.2.2.2 Instructions, including user and operation manuals.

3.1.4.2.2.3 Computer Programs Documentation - File and record descriptions of all data files, including data elements, used by the Contractor in performing all centralized operations and producing reports.

3.1.4.2.2.4 Description of all manual procedures associated with the elements set forth in all preceding parts of Chapter 3 of this RFP.

3.1.4.2.2.5 Description of facilities and all equipment.

3.1.4.2.2.6 Lists of key personnel.

3.1.4.2.2.7 Summary salary information and detailed salary information relating to Contractor's centralized operations work force. Summary salary information must be provided for any title with three (3) or more employees. Salary information, as that term is used herein, must include but not be limited to positions, length of time employed in position, number of employees, union/non-union status, salary cost and fringe benefit cost. The information required herein is different from the data required of the Contractor by 3.5.5 of this RFP.

3.1.4.2.2.8 Head count of operations task employees by function.

3.1.4.2.2.9 Identification of the operating system, version and release being used.

3.1.4.2.2.10 Any other documentation or information related to the centralized operations, as requested by the OTDA.

3.1.4.2.2.11 The Contractor must provide, no later than the fifteenth (15) day of the month following the report month, a documentation checklist, in a form acceptable to and usable by the OTDA, detailing the contents of any and all documentation and items being updated as required above. If there are no changes, it shall be so stated.

3.1.4.2.2.12 The Contractor must provide the documentation required by 3.1.4.2 of this RFP to the OTDA within sixty (60) days of the start of contract operating year one. The Contractor must provide monthly updates to all documentation no later than the fifteenth day of the month following the report month and, unless the OTDA in its discretion waives a particular submission, must provide a complete and current edition of such documentation on or before the fifteenth day of the first and seventh month of each contract operating year. In addition, the Contractor must furnish information and documentation required in 3.1.4.2 of this RFP from time to time as requested by the OTDA. All information and documentation must be in a form acceptable to and usable by the OTDA. Delivery of information and documentation by the Contractor pursuant to the terms of 3.1.4.2 of this RFP constitutes a material obligation of performance under the Agreement. Identification of this material obligation of performance is not exclusive and is not to be construed as precluding treatment of other Contractor obligations of performance, not so expressly identified, as material.

3.1.4.2.2.13 Documentation for proprietary software that includes the name of the software vendor, the method of acquisition, the identification of the party responsible for maintenance, any limitations on the OTDA's usage of said software, together with documentation for the OTDA's approval of such limitations, warranties applicable to the software and the software contract or lease.

3.1.4.2.2.14 Any computer documentation submitted by the Contractor to the OTDA for approval must comply with the OTDA's Information Technology (IT) standards.

3.1.5 **Rights of the OTDA to Facilities, Equipment and Other Elements**

3.1.5.1 The OTDA shall, at its option, have an irrevocable right to ownership, leasehold or licensing rights, as the case may be, of those facilities, equipment, supplies, materials, including related data and documentation, and all other assets specifically acquired or developed by the Contractor for the sole purpose of performing functions under the Agreement. Upon termination of the Agreement, for any reason, the OTDA may exercise its option to have the Contractor immediately transfer any such rights, and deliver such assets to the OTDA or, at the OTDA's option, to a successor contractor without limitation in order to ensure uninterrupted continuation of the centralized operations. The Contractor, however, retains all rights to previously under-utilized existing facilities and equipment, or any expansion to such facilities and equipment, which are used to perform functions under the Agreement.

3.1.5.2 The maintenance, repair or replacement of any asset identified in 3.1.5.1 of this RFP, whether used by, transferred to or acquired by the Contractor, must be the sole responsibility of the Contractor to maintain, repair or replace without additional compensation during the term of the Agreement. Nothing in 3.1.5.2 of this RFP shall negate the one-time payment to the Contractor of the net book value of Contractor owned fixed assets as described in 3.1.5.3 of this RFP.

3.1.5.3 Any and all of the assets desired to be retained by the OTDA pursuant to 3.1.5.1 of this RFP, must be transferred by the Contractor without additional remuneration from the OTDA or the successor contractor, except that any fixed assets owned by the Contractor which have not been fully depreciated at the time of such termination, must be transferred at the net book value as of the date of termination of the Agreement in accordance with the methodology set forth in 3.1.5.5 of this RFP, and the OTDA or, at the OTDA's option, the successor contractor shall remunerate the Contractor for such assets in accord therewith upon the completion of the transfer of such assets.

3.1.5.4 Any assets identified in 3.1.5.1 of this RFP which are held or utilized by the Contractor under lease or licensing agreements, including leased facilities and equipment, proprietary software used by Contractor pursuant to licensing agreement, etc., and which are transferred pursuant to 3.1.5.1 of this RFP must be transferred with all equity rights, purchase option rights, licensing rights and any other rights intact and fully preserved without additional remuneration by the OTDA or the successor contractor to the Contractor or the lessor or licensor of such assets, except as required by any pre-existing lease or licensing agreement previously approved in writing by the OTDA. The parties agree that the Contractor cannot grant, convey or assign any rights greater than it possesses in any such assets.

3.1.5.5 For the purposes of 3.1.5.1 of this RFP, any asset with a purchase price of five hundred dollars ($500.00) or more must be considered a fixed asset and shall be capitalized and depreciated by the Contractor. Any asset with a purchase price of less than five hundred dollars ($500.00) shall be considered a nondepreciable supply and shall be considered to be fully expended when placed into service. The Contractor must use straight line depreciation on all fixed assets owned by the Contractor beginning with the date of acquisition by the Contractor. Date of acquisition shall be defined as the first day of the month following the month the asset is or was placed in service, be it for use in collection and disbursement functions or for any other activity, but in no event later than sixty (60) days after the first day of the month following Contractor's physical receipt of the asset. For depreciation purposes, the useful life of fixed assets shall be five (5) years from the date of acquisition by the Contractor. The parties recognize that during the course of performance, the inventory of fixed assets may be increased or decreased consistent with provisions of the Agreement. Such changes, which require prior written approval of the OTDA, must be identified in a Quarterly Fixed Assets Report, which is an Agreement deliverable. The depreciation schedule shall be adjusted consistent with the Contractor's stated accounting policy which shall not be inconsistent with the provisions herein. The Contractor shall protect all assets from loss or damage. The OTDA reserves the right to inspect all fixed assets, prior to final payment, and reduce said final payment by the value of any loss or damage, normal wear is expected. Missing assets will be charged for at replacement cost and the Contractor shall be liable for such costs.

3.1.5.6 Under the provisions of 3.1.5 of this RFP the parties agree that upon termination of the Agreement the OTDA or, at the OTDA's option, the successor contractor, shall have option to an assignment of the lease for the primary operating facility. Upon such assignment, except as otherwise provided in 3.1.5.7 of this RFP, the sole obligation of the OTDA or the successor contractor shall be as set forth in the assignment provision of the facility lease, consistent with the terms of the Agreement.

3.1.5.7 Should the OTDA, upon termination of the Agreement for any reason, elect to require the Contractor to assign the lease for the primary operations facility to a successor contractor, the OTDA shall require any such successor contractor to post a bond or other security guaranteeing payment of that rent which such successor contractor shall owe as Contractor's assignee under the lease. Should the OTDA terminate the Contractor for cause, the provisions set forth in the preceding sentence shall apply; however, in any action thereafter instituted by the OTDA for damages, the OTDA shall be entitled to allege as an item of special damages the actual and reasonable costs of obtaining the contemplated bond or other security which are incurred by that successor contractor. Should the OTDA elect to require the Contractor to assign the lease to the OTDA (or the New York State Office of General Services or other like State agency), the OTDA shall reimburse the Contractor for any payment the Contractor is obliged to pay as guarantor under the lease, subject to any limitations as are contained in the Agreement.

3.1.5.8 <u>Prior written approval of the OTDA shall be required for</u>:

3.1.5.8.1 Purchase, lease, licensing or other acquisition, including replacement acquisition, of any and all assets identified in 3.1.5.1 of this RFP with a purchase price of five hundred dollars ($500.00) or more;

3.1.5.8.2 The disposition of any and all assets identified in 3.1.5 of this RFP;

3.1.5.8.3 Any agreement related to the assets referred to in 3.1.5.8.1 and 3.1.5.8.2 of this RFP, or for the modification of any such agreement; or

3.1.5.8.4 Exercise of any power under any such agreement.

3.1.5.8.5 Unless otherwise approved in writing in advance by the OTDA, all such assets, irrespective of the purchase price, may at the OTDA's option be transferable to the OTDA or, at the OTDA's option, to a successor contractor, and all such agreements related thereto shall so provide. In addition, a copy of any such agreement, once executed, shall be furnished to the OTDA within thirty (30) days of execution. The provisions of 3.1.5.8 of this RFP shall not apply to consumable supplies, such as paper, clerical and stationery products, which are routinely utilized by the Contractor and consumed in the course of performance under the Agreement.

3.1.5.8.6 The provisions of 3.1.5 of this RFP shall not apply to those assets utilized by the Contractor in performance under the Agreement on an exceptional or temporary basis or in an exigent circumstance.

3.1.6 **Review of Deliverables**

3.1.6.1 The OTDA will review deliverables submitted by the Contractor to the OTDA, accept or reject those deliverables, and provide written comments and notice of deficiencies, if any, to the Contractor according to the following schedule:

3.1.6.2 Plans for tasks involving less than three (3) person-months of effort: within ten (10) working days of receipt of the deliverable (hereinafter "receipt").

3.1.6.3 Manuals and other administrative material of less than fifty (50) pages or revisions of such affecting less than fifty (50) pages: within fifteen (15) working days of receipt.

3.1.6.4 Test Tapes or test files: within ten (10) working days of receipt.

3.1.6.5 **Reports:**

3.1.6.5.1 Daily or weekly: within ten (10) working days of receipt.

3.1.6.5.2 Others: within fifteen (15) working days of receipt.

3.1.6.6 **Key Personnel hiring/promotion requests**: within ten (10) working days of receipt.

3.1.6.7 **Training materials**: within fifteen (15) working days of receipt.

3.1.6.8 Specifications, designs, procedures and documentation items of less than twenty-five (25) pages: within fifteen (15) working days of receipt.

3.1.6.9 Plans for tasks involving three (3) person-months or more of effort; manuals and revisions of manuals and other administrative materials of fifty (50) pages or more; specifications, designs, procedures and documentation items of twenty-five (25) pages or more: within twenty-five (25) working days of receipt.

3.1.6.10 The Contractor must correct the deficiencies cited by the OTDA and resubmit the deliverable for approval within five (5) working days of receipt of the

OTDA's comments, unless an extension is requested in writing by the Contractor and approved in writing by the OTDA.

3.1.6.11 The Contractor must respond to all OTDA comments and incorporate such responses into its resubmission of the deliverable; full response by the Contractor, in the reasonable judgment of the OTDA, to the OTDA comments within ten (10) working days will constitute fulfillment of that deliverable unless the OTDA provides, within five (5) working days of receipt of the resubmitted deliverable, notice of a continuing deficiency. If notice of continuing deficiencies is given, the OTDA will provide to the Contractor a detailed description of the deficiencies that continue, at least within the time specified in the schedule above for that class of deliverables, and must make a good faith effort to respond earlier.

3.1.6.12 As used in 3.1.6.10 of this RFP, the term "continuing deficiency" shall be limited to:

3.1.6.12.1 Inadequate resolution, in the reasonable judgment of the OTDA, of the items raised during the previous OTDA review;

3.1.6.12.2 Related issues which were tied to or created by the method of resolving the previous OTDA comments;

3.1.6.12.3 Items which could not be thoroughly tested or reviewed by the OTDA because of an inadequate, incorrect or incomplete deliverable, previously submitted, which was identified as inadequate, incorrect or incomplete by the OTDA's previous written comments; and

3.1.6.12.4 Omissions of parts of a deliverable. - The intent of paragraph 3.1.6.11 is to limit the introduction of new and unrelated items during subsequent reviews which could have been identified by a thorough review of a previously submitted deliverable. However such reviews and resubmissions shall not be construed as a waiver of any deliverable or obligation to be performed under the Agreement, nor of any scheduled deliverable date, nor any rights or remedies provided by law or under the Agreement; nor shall OTDA comment on any deliverable relieve the Contractor from any obligation or requirement of the Agreement.

3.1.6.13 In the event the OTDA fails to provide timely review and response for acceptance or rejection of a deliverable in accordance with 3.1.6 of this RFP, the Contractor must notify the OTDA of the late response and proceed with performance as if acceptance had been received from the OTDA. However, such failure by the OTDA to respond shall not constitute acceptance of the deliverable by the OTDA. If, in such circumstances, the OTDA subsequently requires material changes to the deliverable, the parties shall fairly consider and mutually agree as to the effect of the untimely rejection on required delivery or implementation schedules. In no event shall Contractor be entitled to any price increase due to the need to correct deficient deliverables.

3.1.6.14 Nothing set forth herein with regard to the formal review process for deliverables shall preclude oral comments by the OTDA to the Contractor or its representatives during that process, and those oral comments may be provided in addition to the formal process set forth herein.

3.2 **CONTRACTOR'S PERFORMANCE AND BASIS OF PAYMENT -** Consideration for performance by the Contractor of the tasks described in Chapter 2 (i.e., Transition, Operations, and Turnover and for additional tasks) including meeting the milestones, deliverables and performance standards noted in Chapters 4 and 5 of this RFP, will be paid according to the terms and conditions set forth below.

3.2.1 **Fixed Price** - The OTDA shall pay the Contractor a fixed price for seventeen (17) cost categories. They are: Transition, Payment Processing-Mail, Payment Processing-Electronic, Disbursement Processing-Checks, Disbursement Processing-Electronic, Billing Statement/Employer Reminder Processing, Notice Processing, New Hire Notification Processing-Mail, New Hire Notification Processing-Electronic, Non IV/D Payment Processing, Data Capture Services, Putative Father Registry, Voice Response System, Outreach, Customer Service, Administration and Turnover.

3.2.1.1 **Transition** - The OTDA shall pay the Contractor the fixed price contained in the Agreement for full and proper performance by the Contractor of the transition tasks referred to in 2.2 of this RFP. Equal monthly payments covering the cost of transition, shall be made covering the duration of the transition function beginning one (1) month after the OTDA's approval of the transition plan referred to in 2.2.6.1 of this RFP. Each payment will be made only after review and approval, by the OTDA, of any milestones or deliverables required to be achieved or furnished by the Contractor during such month. The Contractor must submit a separate voucher for each month in the format and with documentation as requested by OTDA.

3.2.1.2 **Operations** - The OTDA shall pay the Contractor for full and proper performance by the Contractor of the Ongoing Operations tasks referred to in 2.3 of this RFP.

3.2.1.2.1 For seven (7) of the on-going operations, the fixed price costs is dependent upon the volume of transactions processed in a given contract year. Those seven (7) ongoing operations are:

3.2.1.2.1.1 Payment Processing - Mail
3.2.1.2.1.2 Disbursement Processing - Checks
3.2.1.2.1.3 Noncustodial Parent Billing Statement/Employer Reminder Processing
3.2.1.2.1.4 Notice Processing
3.2.1.2.1.5 New Hire Notification Processing - Mail
3.2.1.2.1.6 Non-IV/D Payment Processing
3.2.1.2.1.7 Putative Father Registry

3.2.1.2.2 For Data Capture Services, the OTDA shall pay on a monthly basis the Contractor the price for the aggregated number of documents processed during the month by the number of data elements captured for those documents in accordance with the cost matrix in Appendix C, Form CS-1K of this RFP.

3.2.1.2.3 For Customer Service, the OTDA shall pay on a monthly basis the Contractor the price per monthly call volume as noted in accordance with the cost matrix in Appendix C, Form CS-1O of this RFP.

3.2.1.2.4 For the remaining six (6) Ongoing Operations, the OTDA shall pay the Contractor the fixed price cost for each operating year for any volume without

adjustment. Those six (6) Ongoing Operations are: Payment Processing – Electronic, Disbursement Processing – Electronic, New Hire Notification Processing – Electronic, Voice Response System, Outreach, and Administration.

3.2.1.2.5 If the annual volume for any of the Ongoing Operations tasks identified in 3.2.1.2.1 of this RFP except Data Capture Services and Customer Service is within ten (10) percent above or below the projected base volume to be calculated by dividing the fixed price cost for the contract operating year by the projected base volume for the respective operating task. For Payment Processing – Mail, the annual payment may be adjusted as a result of completing the year end adjustment requirements as noted in 3.2.1.2.8 of this RFP.

3.2.1.2.6 If the annual volume for any of the Ongoing Operations tasks noted in 3.2.1.2.1 of this RFP except Data Capture Services and Customer Service exceeds ten (10) percent above the projected base volume, the Contractor shall be compensated for such additional claim using the following formula: One hundred and ten (110) percent of the fixed price cost for the operating task, plus the incremental cost per transaction for the contract operating year divided by 110 percent for the respective operating task multiplied times the number of transactions exceeding 110% of the projected base volume. For Payment Processing – Mail, the annual payment may be adjusted as a result of completing the year end adjustment requirements as noted in 3.2.1.2.8 of this RFP.

3.2.1.2.7 If the annual volume for any of the Ongoing Operations tasks noted in 3.2.1.2.1 of this RFP except Data Capture Services and Customer Service exceeds ten (10) percent below the projected base volume, the Contractor shall be compensated for actual costs, to be documented by the Contractor, plus mark-up and corporate allocation capped at ninety (90) percent of the fixed price cost for that operating task. Mark-up and corporate allocation shall be applied in the same manner and rates as noted in the Contractor's Volume III, Cost Proposal. For Payment Processing – Mail, the annual payment may be adjusted as a result of completing the year end adjustment requirements as noted in 3.2.1.2.8 of this RFP

3.2.1.2.8 The Contractor will be required to complete an Ongoing Operations Year End Adjustment for each of the Operations tasks referred to in 3.2.1.2.1 of this RFP except Data Capture Services and Customer Service, to determine if any money is due the Contractor or the OTDA as a result of the Contractor submission of vouchers representing ninety (90) percent of the fixed annual costs for each Operations task as noted in 3.2.1.2 of this RFP. Additionally, for Payment Processing – Mail, the requirements defined in 5.1.4.14 of this RFP will have an impact on the determination of the annual volume for which the Contractor will be compensated. A calculation must be made to determine if the minimum Payment Processing – Electronic transaction requirement has been made. The calculation must follow the example format below:

CONTRACT YEAR 1	ELECTRONIC % REQUIREMENT
Total Payments Processed (Mail and Electronic)	10,000,000
Total Employer Transactions (Mail and Electronic)	8,000,000
multiplied by Minimum Employer Transaction percent required	X 35%
Minimum Employer Electronic Transactions to be processed	2,800,000
Electronic Transactions processed	1,800,000
Overage/Shortfall	(1,000,000)

If the Contractor has met the minimum requirement for the respective contract year, no adjustment is necessary to the Payment Processing – Mail annual volume. In the event the Contractor fails to meet the Payment Processing – Electronic minimum transaction requirement identified in 5.1.4.14 of this RFP, the Payment Processing – Mail annual volume must be reduced by the number of Payment Processing – Electronic transactions that the Contractor falls short of meeting those minimum requirements. In the example above, 1,000,000 transactions would be subtracted from the calculation of the Payment Processing – Mail annual volume. The Contractor will not receive compensation under the Payment Processing – Mail fixed price cost for the volume of Payment Processing – Electronic transactions that falls short of the minimum requirements.

3.2.1.2.9 If, as a result of the above adjustments, money is due the Contractor, the Contractor may submit a voucher to the OTDA upon determination of the amount owed.

3.2.1.2.10 If, as a result of the above adjustments, money is due the OTDA, the Contractor must, in the sole discretion of the OTDA, reduce a monthly Operations voucher under 3.2.1.2.12 of this RFP in the amount owed the OTDA, or use this amount as an offset for additional services to be provided by the Contractor beyond the scope of the Agreement, or expeditiously reimburse the OTDA directly. In the event the OTDA selects additional services to be provided by the Contractor, the OTDA shall determine the services to be provided.

3.2.1.2.11 Operations tasks volume totals per contract year which are standards for determining the base volume for vouchers submitted are detailed in Appendix C, Fixed Price Summary Form CS-1 of this RFP.

3.2.1.2.12 Payment to be requested on the monthly invoices for Operation tasks will be calculated by multiplying the fixed annual cost for each Ongoing Operation by ninety percent and dividing the resulting figure by the number of months of ongoing operations in the contract year.

3.2.1.2.13 Payment to be requested on the monthly invoices for each of the Contract Extensions will be calculated by multiplying the fixed cost for each extension by ninety percent and dividing the resulting figure by six.

3.2.1.2.14 Full payment shall be made on each invoice upon OTDA review and determination that all milestones and deliverables attributable to that invoice

category have been properly achieved or furnished.

3.2.1.3 **Turnover** - The OTDA shall pay the Contractor the fixed amount contained in the Agreement for the turnover task for full and proper performance by the Contractor of the turnover tasks referred to in 2.4.3 of this RFP. Full payment, in one lump sum, shall be made by the OTDA to the Contractor upon the OTDA review and determination that all milestones and deliverables relating to the turnover task have been, in the judgment of the OTDA, properly achieved or furnished, provided however, in the event the Contractor fails to achieve any milestone or furnish any deliverable to the satisfaction of the OTDA, payment for such milestone or deliverable shall be withheld by the OTDA, in its sole discretion, until such time as the OTDA determines such milestone or deliverable to have been properly achieved or furnished.

3.2.1.4 **Net Book Value** - In addition to the aforesaid payment for the turnover task, the OTDA shall, upon successful completion, in the judgment of the OTDA, of turnover and upon transfer of all fixed assets as described in 3.1.5.1 of this RFP, pay the Contractor the net book value, as of the date of termination, of Contractor owned fixed assets.

3.2.1.5 **Provision for Early Intervention Enhancement Payment**

3.2.1.5.1 Only after review and determination by the OTDA that all milestones and deliverables attributable to that phase of the effort have, in the judgment of the OTDA, been achieved or furnished and upon submission by the Contractor of a separate invoice, a one-time fixed payment shall be made for transition of planning/development/implementation activities referred to in 4.13 and 5.16 of this RFP. In the event that the Contractor fails to achieve all milestones or furnish all deliverables so required, that portion of the fixed one-time payment reasonably attributable, in the judgment of the OTDA, to the milestones or deliverables for which the Contractor is deficient may be withheld by the OTDA, until such time as the milestones or deliverables are determined by the OTDA to have been properly achieved or furnished.

3.2.1.5.2 Payment shall be made for the operational effort required to support the Early Intervention Enhancement, referred to in 4.13 of this RFP, on a monthly basis to the Contractor, the price per call volume processed as noted in accordance with the cost matrix in Appendix C, Form CS-4B or this RFP.

3.2.1.6 **Provision for Location Enhancement Payment**

3.2.1.6.1 A one-time fixed payment shall be made for the planning/development/implementation activities referred to in 4.14 and 5.17 of this RFP only after review and determination by the OTDA that all milestones and deliverables attributable to that phase of the effort have, in the judgment of the OTDA, been achieved or furnished and upon submission by the Contractor of a separate invoice. In the event that the Contractor fails to achieve all milestones or furnish all deliverables so required, that portion of the fixed one-time payment reasonably attributable, in the judgment of the OTDA, to the milestones or deliverables for which the Contractor is deficient may be withheld by the OTDA, until such time as the milestones or deliverables are determined by the OTDA to have been properly achieved or furnished.

3.2.1.6.2 Payment shall be made for the operational effort required to support the Location Enhancement, referred to in 4.14 of this RFP, by adding such amount to, the existing monthly payment for Ongoing Operations referred to in

3.2.1.3.1 of this RFP starting the first full calendar month for which the enhancement is operational. Said Ongoing Operations related enhancement payment shall be apportioned in accordance with the provisions of 3.2.1.2.12 of this RFP.

3.2.2 **Withholding Payment**

3.2.2.1 **Invoices** - Invoices for Payment Processing, New Hire Notification Processing, Data Capture Services, Putative Father Registry, Voice Response System and Customer Service.

3.2.2.1.1 In the event the Contractor fails, in the reasonable judgment of the OTDA, to properly achieve or furnish all deliverables described in 3.2 of this RFP, full or partial payment for the applicable invoice category for which the Contractor is deficient may be withheld by the OTDA, in its sole discretion, until such time as the OTDA has determined that the Contractor has taken action to ensure that such failures will not occur again in the future, and the OTDA has verified that over a reasonable period of time such action has in fact resulted in proper achievement and furnishing of the deficient deliverables for future periods. The determination of the amount withheld shall represent the reasonable value, in the judgment of the OTDA, of the deliverables not provided. If the deliverable in question is subsequently properly achieved or furnished as determined by the OTDA, payment (less any liquidated damages assessed pursuant to 3.2.3 of this RFP) shall be released to the Contractor.

3.2.2.1.2 Where the OTDA determines to withhold full or partial payment of an invoice category pursuant to 3.2.2 of this RFP, the OTDA shall notify the Contractor in writing of such determination, in accordance with the provisions of 3.5.11 of this RFP. Such notice also shall identify the milestones and deliverables which the Contractor failed to properly achieve or furnish, and further shall advise the Contractor that the Contractor must, within two (2) days of receipt of the notice, provide the OTDA with a written plan outlining the corrective action to be taken by the Contractor to ensure that the deficiencies do not occur again in the future.

3.2.2.2 **All Other Invoice Categories** - The provisions of 3.2.2.2 herein are applicable to all milestones and deliverables other than those deliverables described in 3.2.3.1 of this RFP.

3.2.2.2.1 In the event the Contractor fails, in the reasonable judgment of the OTDA, to properly achieve or furnish any or all milestones and deliverables required for an invoice category, other than those described in 3.2.3.1 of this RFP, full or partial payment for that invoice category for which the Contractor is deficient may be withheld by the OTDA, in its sole discretion, until such time as those milestones and deliverables which were not achieved or furnished are determined by the OTDA to have been properly achieved or furnished to the OTDA's satisfaction. The determination of the amount withheld shall represent the reasonable value, in the judgment of the OTDA, of the milestones or deliverables not provided. If the milestone or deliverable in question is subsequently properly achieved or furnished as determined by the OTDA, payment (less any liquidated damages assessed pursuant to 3.2.3.4 of this RFP) shall be released to the Contractor.

3.2.2.2.2 Where the OTDA determines to withhold full or partial payment of an invoice category pursuant to 3.2.2.1.1 of this RFP, the OTDA shall notify the Contractor in writing of such determination, in accordance with the provisions

of 3.5.11 of this RFP. Such notice also shall identify the milestones and deliverables which the Contractor failed to properly achieve or furnish, and further shall advise the contractor that the Contractor must, within twenty (20) days of receipt of the notice, correct the deficiency to the OTDA's satisfaction.

3.2.3 **Assessment of Liquidated Damages**

3.2.3.1 Invoice for Transition, Payment Processing-Mail or Electronic, Voice Response System, New Hire Notification Processing-Mail or Electronic, Data Capture Services, Putative Father Registry and Customer Service. The provision of 3.2.3.1 of this RFP are applicable to the following deliverables:

3.2.3.1.1 Transition (see 2.2 of this RFP)

3.2.3.1.1.1 The established transition timeframe is five (5) months prior to the start of centralized operations. Transition is to be completed without delay within the allotted five (5) month timeframe.

3.2.3.1.2 Payment Processing (see 5.1 of this RFP)

3.2.3.1.2.1 Include all payments on the files transmitted to the OTDA each day.

3.2.3.1.2.2 Complete daily transmission of those files to the OTDA within the required timeframe.

3.2.3.1.2.3 Create an electronic digital copy of all payment documentation each day.

3.2.3.1.2.4 Provide documentation for child support payments processed, placed in suspense and CSMS rejected payments in accordance with the required timeframe and format. Complete payment processing within forty-eight (48) hours for those payments referred to Outreach for follow up action with employers, other child support agencies and financial institutions.

3.2.3.1.3 Disbursements (see 5.2 of this RFP)

3.2.3.1.3.1 Provide on a monthly basis a minimum of 1,310 Automatic Teller Machines (ATMs) as per Appendix C minimum requirements of this RFP or the number of ATMs submitted as a response on Appendix C, Form OR-13 of this RFP, depending on the ATM level selected by OTDA.

3.2.3.1.3.2 Complete daily transmission of direct deposit data file to the Banking Services Contractor within the required timeframe.

3.2.3.1.3.3 Complete daily transmission of debit card data file to the Banking Services Contractor within the required timeframe.

3.2.3.1.3.4 Complete daily transmission of EFT data file to the Banking Services Contractor within the required timeframe.

3.2.3.1.4 Voice Response System (see 5.9 of this RFP)

3.2.3.1.4.1 Update the voice response system including financial information each day within the required timeframe.

3.2.3.1.4.2 Provide full 24 hour access to the Voice Response System, without exceeding the thirty (30) minutes total allowable downtime for each day.

3.2.3.1.5 New Hire Notification Processing (see 5.5 of this RFP)

3.2.3.1.5.1 Include information about New Hire Notifications on a datafile as required.

3.2.3.1.5.2 Include all New Hire Notifications received each day on the datafile transmitted to the OTDA.

3.2.3.1.5.3 Complete daily transmission of those datafiles to the OTDA within the required timeframe.

3.2.3.1.6 Data Capture Services (see 5.7of this RFP)

3.2.3.1.6.1 Include all information for each specific data capture service, e.g., Cost of Living Adjustment, State Case Registry, Quick Locate, etc.

3.2.3.1.6.2 Complete on-line entry or transmission of those datafiles to the OTDA within the required timeframe.

3.2.3.1.7 Putative Father Registry (see 5.8 of this RFP)

3.2.3.1.7.1 Include all information for each acknowledgement of paternity

3.2.3.1.7.2 Complete transmission of datafile to the OTDA within the required timeframes.

3.2.3.1.8 Customer Service (see 5.11 of the RFP)

3.2.3.1.8.1 Process incoming telephone calls as required.

3.2.3.1.8.2 Provide a recording of each customer service call.

3.2.3.1.8.3 Refer those calls to local districts that require local district attention the same day as received.

3.2.3.1.8.4 Record each call activity as required on CSMS and on any system that supports customer service.

3.2.3.1.8.5 Provide local districts access to any system that supports referred calls.

3.2.3.2 The amount of the liquidated damages for any given month will be calculated based upon the amount of reduction per occurrence as set forth in the schedule below, multiplied times the number of occurrences of Contractor failure in a calendar month, which parties hereby agree represents a reasonable measure of the damages incurred by the OTDA for such nonperformance. The total monetary amount of the applicable invoice for the month in which the failure occurred will be reduced by the total amount of liquidated damages as calculated herein. The OTDA will consider each failure as a separate occurrence for calculation of the liquidated damages, i.e.; the Contractor could have nine occurrences of failure each processing day.

2007

3.2.3.2.1

TRANSITION LIQUIDATED DAMAGES

Amount per Business Day	$10,000

Example: 1 day delay = 1 X $10,000
5 day delay = 5 X $10,000

3.2.3.2.2

PAYMENT PROCESSING LIQUIDATED DAMAGES

1. Processing Failures Identified in 3.2.3.1.2.1 and 3.2.3.1.2.2 of this RFP

Number of occurrences in a calendar month in excess of the error rate defined in 5.1 of this RFP	Amount Per Occurrence
1	$20,000
2-5	$25,000
6 or more	$30,000

Example: 4 failures = 4 X $25,000
8 failures = 8 X $30,000

2. Documentation failures identified in 3.2.3.1.2.3 and 3.2.3.1.2.4 of this RFP

Number of occurrences in a calendar month in excess of the error rate defined in 5.1 of this RFP	Amount Per Occurrence
1	$1,000
2-10	$1,500
11 or more	$2,000

Example: 1 failure = 1 X $1,000
6 failures = 6 X $1,500

2007

3.2.3.2.3

DISBURSEMENTS LIQUIDATED DAMAGES

1. Failure to maintain at a minimum on a monthly basis 1,310 ATMs as identified in 3.2.3.1.3.1 of this RFP or the number of ATMs submitted as a response on Appendix C, Form OR-13 of this RFP, depending on the level selected by OTDA.

Amount per ATM	$700

Example: 1 ATM per month = 1 X $700
2 ATMs for 3 months = 2 x 3 x $700

2. Data File Transfer Failures Identified in 3.2.3.1.3.2, 3.2.3.1.3.3 and 3.2.3.1.3.4 of this RFP

Number of occurrences in a calendar month	Amount Per Occurrence
1	$1000
2-5	$1,250
6 or more	$2,000

Example: 4 failures = 4 X $1,250
8 failures = 8 X $2,000

3.2.3.2.4

VOICE RESPONSE SYSTEM LIQUIDATED DAMAGES

Number of occurrences in a calendar month	Amount Per Occurrence
1	$2,500
2-5	$5,000
6 or more	$10,000

Example: 1 failure = 1 X $2,500
4 failures = 4 X $5,000

2007

3.2.3.2.5

NEW HIRE NOTIFICATION PROCESSING LIQUIDATED DAMAGES

Number of occurrences in a calendar month in excess of the error rate defined in 5.5 of this RFP	Amount Per Occurrence
1	$500
2-5	$750
6 or more	$1,250

Example: 1 failure = 1 X $500
8 failures = 8 X $1,250

3.2.3.2.6

DATA CAPTURE SERVICES LIQUIDATED DAMAGES

Number of occurrences in a calendar month in excess of the error rate defined in 5.7 of this RFP	Amount Per Occurrence
1	$1,000
2-5	$1,500
6 or more	$2,000

Example: 1 failure = 1 X $1,000
4 failures = 4 X $1,500

3.2.3.2.7

PUTATIVE FATHER REGISTRY LIQUIDATED DAMAGES

Number of occurrences in a calendar month in excess of the error rate defined in 5.8 of this RFP	Amount Per Occurrence
1	$1,000
2-5	$1,500
6 or more	$2,000

Example: 1 failure = 1 X $1,000
7 failures = 7 X $2,000

2007

3.2.3.2.8

CUSTOMER SERVICE LIQUIDATED DAMAGES

Number of occurrences in a calendar month in excess of the error rate defined described in 5.11 of this RFP*	Amount Per Occurrence
1	$1,000
2-50	$1,500
60 or more	$2,000

Example: 1 failure = 1 X $1,000
6 failures = 6 X $1,500

* Exception – Liquidated damages will not be assessed any month for which failures occur and the OTDA and Contractor mutually agree that the month is an exception month. An exception month is defined as a month in which OTDA has completed a mailing(s) which results in calls greater than telephone line capacity.

3.2.3.3 Upon the initiation of any withholding action pursuant to 3.2.2 of this RFP, the OTDA also shall immediately assess as liquidated damages a non-refundable reduction against the current month's fixed price cost voucher for Payment Processing, Voice Response System, New Hire Notification Processing, Data Capture Services, Putative Father Registry and Customer Service as applicable, for failure to meet the requirements of 3.2.2.1 of this RFP.

3.2.3.4 **All Other Invoice Categories** - The provisions of 3.2.2.2 of this RFP apply to all other operational invoice categories, except those listed in 3.2.2.1 of this RFP.

3.2.3.4.1 If the Contractor fails to correct the deficiency as noted in 3.2.2.2.1 of this RFP within the "cure" time of twenty (20) days, the OTDA may access as liquidated damages a ten percent non-refundable reduction against the fixed price cost voucher for the month in which the milestone or deliverable was due or required, which parties hereby agree represents a reasonable measure of the damages incurred by the OTDA for such nonperformance. The total monetary amount of the applicable invoice for the month in which the failure occurred will be reduced by the amount of the liquidated damages.

3.2.3.4.2 New Hire Notification Processing Security Failure - Any occurrence of Contractor failure within a specified audit period pertaining to the development, implementation, and on-going maintenance of the Security and Confidentiality of New Hire Notification Information requirements noted in 3.5.8 of this RFP may at the OTDA's discretion be subject to liquidated damages of $1,000 per occurrence. An occurrence is defined as one or more individual deficiencies identified through an on-site visit or otherwise reported and verified by another authorized agency.

3.2.3.5 **New Hire Error(s)** - The provisions of 3.2.3.4.2 and 3.2.3.5.1 of this RFP are in addition to liquidated damages noted in 3.2.3.2.5 pertaining to the New Hire Notification Processing category.

3.2.3.5.1 The Contractor is liable to the OTDA for liquidated damages in the amount of fifty dollars ($50) per occurrence, which the Contractor agrees is reasonable compensation, for each of the errors defined and detected in accordance with 5.5.2.9 of this RFP; however, such liquidated damages will be assessed against only those errors related to:

3.2.3.5.1.1 Any record identified by the OTDA on any of the datafiles transmitted to the OTDA which was ultimately identified as associated with a Child Support Management System (CSMS) respondent record; and

3.2.3.5.1.2 Any notification identified by the OTDA that was not included on a datafile transmitted to the OTDA as required in 5.5 of this RFP.

3.2.3.5.2 The Contractor will be liable for additional liquidated damages when the results of the Contractor's bi-monthly random sample discloses that the Contractor's error rate is equal to or greater than the allowable error rate as noted in 5.5.3.1 of this RFP. The amount of additional liquidated damages will be calculated as follows:

3.2.3.5.2.1 Determine the percentage of total sample errors by taking the number of errors reported by the Contractor in accordance with conducting the random sample as noted in 5.5.3.3 of this RFP, and divide that total by 400, (the total records to be sampled bi-monthly);

3.2.3.5.2.2 Multiply the error percentage calculated in 3.2.3.5.2.1 of this RFP, by the total number of notifications processed (as reported by the Contractor as the universe sampled for the specified bi-monthly sample); and

3.2.3.5.2.3 Multiply the resulting figure from 3.2.3.5.2.2 of this RFP by 15% to determine the number of errors eligible for additional liquidated damages by the Contractor, such liquidated damages which will be based on the following sliding scale:

Number errors calculated in accordance with 3.2.3.5 above	Liquidated Damages
first 500 errors	$ 50 per error
second 500 errors	$ 75 per error
all remaining errors	$ 100 per error

3.2.3.6 Contractor Processing Errors – The provisions of 3.2.3.6 of this RFP are in addition to liquidated damages noted in 3.2.3.2.2 of this RFP. The Contractor is liable to OTDA or local districts for liquidated damages in the amount of fifty dollars ($50) per occurrence for each Contractor processing error that results in erroneous information being added to a CSMS case/account as a result of information provided by the Contractor on datafiles sent to OTDA or directly input on a CSMS case/account by Contractor staff. The Contractor agrees it is reasonable compensation to OTDA or local districts for the additional effort put forth as a result of these errors.

3.2.3.6.1 Billing the Contractor - The OTDA will periodically bill the Contractor for the errors identified in 3.2.3.5.1 and 3.2.3.5.3 herein. The Contractor will remit payment to either OTDA or local district support collection units, however

directed by OTDA within two (2) business days from the date of the OTDA's notification.

3.2.3.6.2 Non-exclusive Remedy - Assessment of liquidated damages pursuant to 3.2.3 of this RFP does not constitute an exclusive remedy, and the OTDA may elect to pursue any other remedies available under law and the terms of the Agreement.

3.2.3.6.3 Additional Withholdings - The OTDA, in its sole discretion, may withhold the Operations payment gross amount for all fixed costs for the final month of the Agreement. This amount, minus any amounts owed the OTDA pursuant to 3.2.3 and 3.2.3.2 of this RFP, shall be paid to the Contractor upon completion, to the OTDA's satisfaction, of all tasks and deliverables required in the Contractor's previously approved Turnover plan.

3.2.4 **Adjustments in Consideration**

3.2.4.1 **Conditions Precedent and Adjustment Methodology** - The parties agree that should a price adjustment be required pursuant to the provisions of the Agreement, including but not limited to the provisions of 2.5.2 of this RFP, the OTDA and the Contractor shall, prior to entering into a renegotiation of price:

3.2.4.1.1 Offset increased costs by implementing cost reductions as approved and directed by the OTDA; and

3.2.4.1.2 Determine and effect alternate use for resources made available due to cost decreases, consistent with the scope of the Agreement as approved and directed by the OTDA. If the total price value of the adjustment exceeds the price value of actions taken in accordance with provisions (1) and (2) of this 3.2.4.1, the parties will proceed with negotiation of a payment price adjustment. In any event, the price value or payment adjustment determined in accordance with these provisions will be computed by calculating the actual incremental cost or savings of the change and adding to that actual incremental cost or savings the same corporate allocation and the same markup applied in the same manner and at the same rates as in Volume III (Cost Proposal) of the Proposal. The actual incremental cost or savings methodology shall be approved by the OTDA. The actual incremental cost or savings shall be documented to the satisfaction of the OTDA by a written presentation of any increase or decrease in the quantity of transaction work load and a detailed itemization of the resources necessary to support the increased or decreased work load and their costs.

3.2.4.2 **Scope of Work Alteration** - The parties agree that the Agreement fairly delineates the scope of work to be performed under the Agreement at a fixed price. However, they further agree that in the event the OTDA alters that scope of work or reallocates functions, which the OTDA in its sole discretion may do at any time during the term of the Agreement, and thereby causes a substantial increase or decrease in the required effort of the Contractor, other than related to changes in transaction volume, they will, subject to the prior application of provisions (1) and (2) of 3.2.4.1 of this RFP, enter into good faith negotiations in order to reach agreement on the actions, if any, to be taken in order to achieve an equitable adjustment to the Agreement terms that will promote the parties' expectations and objectives in entering into the Agreement and not frustrate its fundamental purposes.

3.2.5 **Reimbursable Expenses**

3.2.5.1 Postage expenses, including postage, parcel post, express mail type charges and package delivery type charges, directly and reasonably incurred by the Contractor in carrying out the tasks required by the Agreement shall be subject to reimbursement by the OTDA in addition to the fixed cost operations payments referred to in 3.2.1.2 of this RFP. The Contractor shall take advantage of the most economical mailing rate while ensuring timely delivery in accordance with the performance standards in Chapter 5. The OTDA reserves the right to require reasonable evidence that the best mailing avenue was selected, price and all other factors considered.

3.2.5.2 All costs of paper and printing supplies directly and reasonably incurred by the Contractor associated with the printing of billing statements/reminders, and notices shall be subject to reimbursement by the OTDA in addition to the fixed cost operations payments referred to in 3.2.1.2 of this RFP. 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.

3.2.5.3 All costs directly and reasonably incurred by the Contractor for envelopes for mailing of billing statements/reminders, notices, cash receipts, and checks shall be subject to reimbursement by the OTDA in addition to the fixed cost operations payments referred to in 3.2.1.2 of this RFP. 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 factors considered.

3.2.5.4 The Contractor shall submit a monthly invoice certifying the supply inventory amount of postage, cost of paper and printing supplies reimbursables incurred and paid by category, in accordance with 3.1.3.4 of this RFP, and shall provide, as accounting records in accordance with 3.1.3.4 of this RFP, receipts and other evidence of expenses incurred and paid with sufficient detail to identify expenses for each local district as required in 3.1.3.4 of this RFP. The Contractor must submit a separate invoice for envelopes and shall have attached to them a supply inventory, copies of substantiating invoices, receipts and other evidence of expenses incurred and paid.

3.2.5.5 If during the term of the Agreement, any expense other than those referred to in 3.2.5 of this RFP is approved by the OTDA as a reimbursable expense, the Agreement will be modified to provide for reimbursement to the Contractor.

3.2.5.6 Reimbursable expenses shall not be subject to corporate allocation or markup.

3.2.6 **Miscellaneous Tasks -**From time to time, the OTDA may require the Contractor to perform related tasks of an operational nature which, although within the general scope of work required by the Agreement, are not required to be performed within the fixed prices for operations as set forth in 3.2.1.2 of this RFP. Costs for such miscellaneous tasks will be negotiated with the Contractor on an individual task basis, and payment, including corporate allocation and markup, will be made by the OTDA in addition to the per fixed price payments referred to in 3.2.1.2 of this RFP.

3.2.7 **Corporate Allocation and Markup -**Corporate allocation and markup shall be applied in the same manner and at the same rates as in the Agreement. Prior

written approval from the OTDA shall be required for all such tasks. The total cost of all such tasks performed in any contract operating year shall not exceed three hundred and fifty thousand dollars ($350,000). Invoices which include expenses associated with the Contractor's resources under the Agreement, for miscellaneous tasks, shall have attached to them a detailed itemization of the Contractor's expenses.

3.2.8 **Billings -** Contractor must bill the OTDA on standard New York State vouchers satisfactory to the OTDA and the Comptroller of the State of New York.

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3.3 CONTRACT PROCEDURES

3.3.1 Subcontracting

3.3.1.1 Prior written approval of the OTDA shall be required for all subcontracts and modifications to subcontracts. This requirement does not apply to individual employer-employee contracts, or management incentives for same, or subcontracts executed prior to the date of release of this RFP. Any subcontract related to performance of the Agreement shall be subject to the provisions of law set forth in Sections 220, 220-d and 220-e of the Labor Law of the State of New York, Articles 15 and 15A of the Executive Law of the State of New York and to the provisions set forth in 3.5.6. of this RFP.

3.3.1.2 All subcontracts shall be in writing and shall contain certain provisions, which are functionally identical to, and consistent with, the provisions of the agreement.

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

3.3.1.3.1 A description of the supplies or services to be provided under the proposed subcontract;

3.3.1.3.2 Identification of the proposed subcontractor;

3.3.1.3.3 The proposed subcontract price; and

3.3.1.3.4 Any other pertinent information or documentation requested by the OTDA.

3.3.1.4 A copy of any subcontract or modification thereto, once approved by the OTDA and executed by the Contractor and the subcontractor shall be furnished to the OTDA within thirty (30) days of execution.

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

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

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

3.3.2 Modification

3.3.2.1 The Agreement is subject to modification only upon mutual consent of the parties reduced to writing and approved by the Comptroller of the State of New York, unless otherwise provided herein.

3.3.3 **Termination**

3.3.3.1 **Basis for Termination** - The Agreement may be terminated:

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

3.3.3.1.2 By the OTDA, in whole, or, from time to time, in part whenever the Contractor shall materially default in performance of the Agreement in accordance with its terms and shall fail to cure such default within a period of thirty (30) days (or such longer period as the OTDA may allow) after receipt from the OTDA of a notice specifying the default. Additionally, material default may include, but not limited to, the contractor's failure to: maintain the confidentiality and security of tax payor data and tax administration policies and procedures; satisfy all New York State Tax filing and payment obligations; and remain a responsible Contractor consistent with applicable New York State Law, regulations and/or Executive policy. If it is subsequently determined for any reason that the Contractor was not in material default or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control and without the fault or negligence of the Contractor, the OTDA shall have the option, in its sole discretion, to either deem the Notice of Termination to have been issued under 3.3.3 of this RFP as a termination for convenience of the State, and the rights and obligations of the parties shall be governed accordingly, or allow the Contractor to resume performance under the Agreement, with any price adjustment for new start-up, etc. made pursuant to the procedure set forth in 3.2.4.2 of this RFP. If the OTDA determines that the failure to comply a) is intentional or b) presents a danger to the health, safety, or welfare of the employees, agents, or citizens of the State, the OTDA may terminate the agreement immediately upon notice to the Contractor. In all other situations, the OTDA shall provide the contractor with a written Notice of Termination specifying what action(s) or lack of action(s) by the Contractor constitute the Contractor's failure to comply and the proposed date of termination, which shall not be earlier than the thirtieth day following the date of the Notice of Termination. The Notice shall also advise the Contractor that it has until noon of the fourth business day following receipt of the Notice to advise the OTDA whether it intends to cure the failure to comply. If the contractor does not notify the OTDA of its intent to cure the failure to comply as provided above, the OTDA shall be entitled to proceed with its Notice of Termination. If the Contractor shall notify the OTDA of its intent to cure as provided above, it shall have until noon of the tenth business day following the date of the Notice of Termination to submit to the OTDA a Plan of Correction setting forth its proposed plan to eliminate the failure to comply specified in the Notice, including where appropriate, its denial(s) of failure(s) to comply and shall proceed to act in accordance with its Plan. The OTDA shall review the Plan forthwith and, as soon as practicable thereafter, shall issue a decision addressing the adequacy of the Plan and, where necessary, the Contractor's performance under the Plan. If the Plan or the Contractor's performance under the Plan shall be found unsatisfactory to the OTDA, the OTDA may issue a Final Notice of Termination to be effective no sooner than thirty (30) days after the issuance of its decision. If the OTDA and the Contractor shall thereafter negotiate a rescission of the Final Notice of Termination, they may agree to subsequent Conditional Notices of Termination without reference to the time limits referenced in this Section. In the event of a termination for default, the Contractor shall be paid the following:

3.3.3.1.2.1 Operating costs and charges (the calculated monthly payment prorated to the date of termination minus any liquidated damages assessed for failure to comply within the "cure" time);

3.3.3.1.2.2 Costs, allowable in the discretion of the OTDA, arising out of the termination in the form of unexpired leases held by the Contractor for property to be acquired by the OTDA or, not otherwise usable by the Contractor (to the extent such costs cannot be mitigated), when such leases were previously approved in writing by the OTDA;

3.3.3.1.2.3 Costs, allowable in the discretion of the OTDA incurred in providing continuity of services;

3.3.3.1.2.4 Value, in accordance with 3.1.5.3 of this RFP, of all assets owned by the Contractor to be acquired by the OTDA or a successor contractor not otherwise usable by the Contractor; and

3.3.3.1.2.5 Costs, allowable in the discretion of the OTDA, of settling and paying subcontractor and supplier claims arising out of the termination of work when costs were incurred prior to termination and such claims are properly chargeable to the terminated portion of the Agreement.

3.3.3.1.3 By the OTDA, in whole or in part whenever for any reason the OTDA shall determine that such termination is in the best interest of the State. Such termination shall be referred to herein as "termination for convenience". The State shall give written notice to the Contractor not less than thirty (30) calendar days prior to the date upon which termination shall become effective, such notice to be made via registered or certified mail, return receipt requested or hand-delivered with receipt made. The date of such notice shall be deemed to be the date of postmark in the case of mail or the date of Contractor's receipt for notice in the case of hand delivery. In the case of termination under this section, the OTDA agrees to pay the Contractor for contract work performed and reasonable and appropriate expenses incurred in good faith. The Contractor, on its part, agrees to cease performance under the contract as quickly as practicable, incur no new obligations after receipt of notification of termination, and to cancel as many outstanding obligations as possible. Upon receipt of thirty (30) days notice of termination for convenience, the Contractor shall be paid the following:

3.3.3.1.3.1 Costs, allowable in the discretion of the OTDA, arising out of the termination in the form of unexpired leases held by the Contractor for property to be acquired by the OTDA or a successor contractor, not otherwise usable by the Contractor (to the extent such costs cannot be mitigated), when such leases were previously approved in writing by the OTDA;

3.3.3.1.3.2 Costs, allowable in the discretion of the OTDA incurred in providing continuity of services;

3.3.3.1.3.3 Value, in accordance with 3.1.5.3 and 3.1.5.4 of this RFP, of all assets owned by the Contractor to be acquired by the OTDA or a successor contractor not otherwise usable by the Contractor;

3.3.3.1.3.4 All other ongoing expenses, allowable in the discretion of the OTDA, incurred by the Contractor in performance under the Agreement, including severance pay for employees under the Contractor's policies for same;

3.3.3.1.3.5 Costs, allowable in the discretion of the OTDA, of settling and paying subcontractor and supplier claims arising out of the termination of work when costs were incurred prior to termination and such claims are properly chargeable to the terminated portion of the Agreement; and

3.3.3.1.3.6 Reasonable costs, in the discretion of the OTDA, arising from the settlement process, including accounting, legal, clerical and other justifiable expenses, necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Agreement, and for the termination and settlement of subcontracts thereunder.

3.3.3.1.4 Upon filing of a petition in bankruptcy or insolvency by or against the Contractor, if such petition is not vacated within thirty (30) days of its filing, the OTDA may deem the Agreement terminated without termination services or costs, or further obligations but payments for services rendered, subject to the status of the OTDA as a creditor in possession, shall be made as provided in 3.3.3.1.2 of this RFP. The OTDA shall not be precluded during the thirty (30) day vacatur period from terminating the Agreement under other basis provided for in 3.3.3.1 of this RFP.

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

3.3.3.1.6 In the event of termination for any reason, the Contractor shall not incur new obligations for the terminated portion and the Contractor shall cancel as many outstanding obligations as possible. Contractor shall take all reasonable measures to mitigate any damages for which the OTDA may be liable.

3.3.3.1.7 If all or any part of this Agreement is terminated as a result of the Contractor's failure to perform as provided for in this Agreement, the OTDA shall have the right to possession and use of software or rights pursuant to the terms of this Agreement, provided that payments are made to Contractor, its successors or assigns, in the amounts and manner provided for by the terms of this Agreement or in a reasonably comparable amount or manner if the terms of this Agreement do not specify the amounts and manner in which payments shall be made in the circumstances existing at the time of termination. Contractor or its successors or assigns shall not repossess or authorize the repossession on software or rights without having first obtained a court order to such effect after having given the OTDA notice and an opportunity to appear and respond in an appropriate legal forum.

3.3.3.1.8 The remedies set forth in this Article shall be in addition to any other remedy available to the OTDA under this contract or under any other provisions of law.

3.3.3.1.9 If this Agreement is terminated for any reason, the OTDA shall have the right to award a new contract to a third party. In the event of termination for cause, the OTDA shall have the right to seek recovery of damages incurred by the OTDA and the reasonable costs incurred in reassigning the contract, subject to the limitations set forth in section 3.5.26 of this agreement.

3.3.3.1.10 By the turnover provisions of the Agreement. If the Agreement terminates under 3.3.3 of this RFP, no special termination arrangements or special remuneration are necessary.

3.3.3.1.11 Contractor shall comply with the provisions of the New York State Information Breach and Notification Act. Contractor shall be liable for the costs associated with such breach if caused by the Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Contractor's agents, officers, employees or subcontractors The Contractor must comply with the "Information and Security Breach and Notification Act" (also known as the "Internet Security Privacy Act" – Article 2 of the New York State Technology Law and Chap 4212, Laws of 2005). In the event the Contractor has reason to believe that there has been unauthorized access to and/or use of the OTDA's data or the data system, the Contractor must provide immediate written notification to OTDA. The Contractor must cooperate with activities necessary for OTDA to determine the need for notification and/or to provide the notification(s) required. Within twenty-four (24) hours of the notification by Contractor, the Contractor must report to OTDA the steps taken or proposed to be taken in response to the instance of unauthorized access. The Contractor must also notify the OTDA of the steps taken to prevent similar instances in the future as soon as is practicable after the unauthorized access is discovered

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

3.3.3.1.13 Should the OTDA determine that the Contractor/Subcontractor has become non responsible, or, in the event it is found that the Contractor/Subcontractor Background Questionnaire as submitted was intentionally false or incomplete, the OTDA shall advise Contractor or Contractor and Subcontractor of such finding and Contractor/Subcontractor shall have thirty (30) days to provide evidence that the Contractor/Subcontractor is responsible or correct/resolve such issues. If, after the thirty (30) day time period, at the OTDA's sole discretion, the OTDA determines that the Contractor/Subcontractor is not responsible, the OTDA may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement. In the event of assignment where the proposed Contractor/Subcontractor does not meet the OTDA's responsibility review, the OTDA may, after meeting with the Contractor and proposed Contractor/Subcontractor as described above, exercise its termination rights as specified in the Agreement.

3.3.3.2 **Procedures Upon Termination** - Upon receipt of a written notice of termination in the exercise of any basis for termination in 3.3.3 of this RFP, and except as otherwise directed by the OTDA, the Contractor shall:

3.3.3.2.1 Safeguard the operating environment used for completing all operations processing and allow for reconstruction of the operating environment at another site and specifically include, but not limited to preserving source codes changes, as well as key system components and documentation.

3.3.3.2.2 Immediately provide to the OTDA or, at the OTDA's option, to a successor contractor in conformance with 3.1.4 and 3.1.5 of this RFP, all elements utilized in performance by the Contractor under the Agreement. The Contractor shall

also make provision for turning over any remaining records to the OTDA which are held after the completion of the final accounting as provided for in 3.3.3.2 of this RFP. Additionally, the Contractor shall assist the OTDA or a successor contractor in completing any activities undertaken before the termination of the Agreement including, without limitation, any judicial and administrative proceedings. Compliance by the Contractor with 3.3.3.2 of this RFP shall not otherwise limit the obligations of the Contractor or the rights of the OTDA set forth elsewhere in the Agreement.

3.3.3.2.3 Stop work under the Agreement on the date and to the extent specified in the notice of termination.

3.3.3.2.4 Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated.

3.3.3.2.5 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination.

3.3.3.2.6 Assign to the OTDA, in the manner and to the extent directed by the OTDA, all of the rights, title and interests of the Contractor under the orders or subcontracts so terminated, in which case the OTDA shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of such orders and subcontracts.

3.3.3.2.7 With the approval or ratification of the OTDA, to the extent it may require, which approval or ratification shall be final and conclusive for all purposes of this clause, settle all outstanding liabilities and all claims rising out of such termination of orders or subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the Agreement.

3.3.3.2.8 Transfer title or other interest, in conformance with 3.1.5 of this RFP, in all assets utilized in performance by the Contractor under the Agreement, which relate to the work terminated by the notice of termination.

3.3.3.2.9 Complete the performance of such part of the work as shall not have been terminated by the notice of termination.

3.3.3.2.10 Take such action as may be necessary, or as the OTDA may direct, for the protection and preservation of the property related to the Agreement which is in the possession or control of the Contractor and in which the OTDA has or may acquire an interest.

3.3.3.2.11 After receipt of a notice of termination, the Contractor shall submit to the OTDA its termination claim in the form and with the certification prescribed by the OTDA. Such claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination, unless one or more extensions in writing are granted by the OTDA upon request of the Contractor made in writing within such six (6) month period or authorized extension thereof. However, if the OTDA determines that the facts justify such action, it may receive and act upon any such termination claim within any reasonable time after such six (6) month period or any extension thereof. Upon failure of the Contractor to submit its termination claims within the time allowed, the OTDA may, subject to any review required by the State's procedures in effect as of the date of execution of the Agreement, determine, on the basis of information available to it, the

amount, if any, due to the Contractor by reason of the termination and shall thereupon cause to be paid to the Contractor the amount so determined.

3.3.3.2.12 Subject to the provisions of 3.3.3.2.10 of this RFP, and subject to any review required by the State's procedures in effect as of the date of execution of the Agreement, the Contractor and the OTDA may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to 3.3.3 of this RFP. This Agreement shall be amended accordingly, and the Contractor shall be paid the agreed upon amount.

3.3.3.2.13 In the event of the failure of the Contractor and the OTDA to agree in whole or in part, as provided in 3.3.3.2.11 of this RFP, as to the amounts with respect to charges to be paid to the Contractor in connection with the termination of work pursuant to 3.3.3 of this RFP, the OTDA shall determine, on the basis of information available to it and as provided in 3.3.3 of this RFP, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

3.3.3.2.14 The Contractor shall have the right to appeal under 3.3.5 of this RFP, entitled "Disputes", from any such determination made by the OTDA, except that, if the Contractor has failed to submit its claim within the time provided in 3.3.3.2.11 above, and has failed to duly request extension of such time, it shall have no such right of appeal.

3.3.3.2.15 In any case where the OTDA has made such determination of the amount due, the OTDA shall pay to the Contractor the following:

3.3.3.2.15.1 If no timely appeal has been taken, the amount so determined by the OTDA; or

3.3.3.2.15.2 If an appeal has been timely taken, the amount finally determined on such appeal.

3.3.3.2.16 In arriving at the amount due the Contractor under 3.3.3.2.10 through 3.3.3.2.12 of this RFP, there shall be deducted:

3.3.3.2.16.1 All unliquidated payments theretofore made to the Contractor, applicable to the terminated portion of the Agreement;

3.3.3.2.16.2 Any claim which the OTDA may have against the Contractor in connection with the Agreement; and

3.3.3.2.16.3 The agreed price for, or the proceeds of sale of, any materials supplied, or other things acquired by the Contractor or sold pursuant to the provisions of 3.3.3 of this RFP and not otherwise recovered by or credited to the OTDA.

3.3.3.2.17 The OTDA may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of the Agreement whenever, in the opinion of the OTDA, the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally determined to be due under 3.3.3.2 of this RFP, such excess shall be payable by the Contractor to the OTDA upon demand, together with simple interest computed at the rate of ten (10) percent per annum, for the period from the

date excess payment is received by the contractor to the date on which such excess is repaid to the OTDA.

3.3.4 **Agreement Duration**

3.3.4.1 **Term of the Agreement** - The term of the contract resulting from this RFP is to be for a transition period of five (5) months and a five (5) full year period.

3.3.4.2 **Extension** - The OTDA has the option and sole discretion, with the approval of the Office of the State Comptroller, upon ninety days (90) notice to the Contractor, to extend the end date of the Agreement one (1) to four (4) times, not to exceed a cumulative total extension of four (4) six (6) month extensions or two (2) years. Payment to the Contractor for each extension shall consist of the individual Operations fixed costs for each six (6) months extended as set forth in Volume III (Cost Proposal) of the Proposal, as those prices have been adjusted by any provision of the Agreement.

3.3.5 **Disputes**

3.3.5.1 This disputes provision shall apply to any dispute of the parties relating to performance under the Agreement except liquidated damages. Any dispute concerning any question of fact or law arising under the Agreement, which is not disposed of, by mutual agreement of the parties shall be initially decided by the adjudicator designee (hereinafter "Designee") of the Director the Bureau of Contract Management (hereinafter "Director"). The Director shall also designate the person who will present OTDA's position in the dispute (hereinafter "Advocate").

3.3.5.1.1 Within thirty (30) days of such designations, the Advocate will state and brief the Designee on OTDA's position on the dispute. The Contractor will then have thirty days to make its submission; the submission may include any material the Contractor deems relevant to the dispute. All documents may be sent either by surface mail, by carrier, or electronically.

3.3.5.1.2 The Advocate will have a right to submit a response to the Contractor's submission. The response must be limited to the material rebutting evidence and arguments raised by the Contractor in its most recent submission and must be submitted within fifteen days of receipt of the Contractor's submission. If the Advocate submits a response, the Contractor will have thirty days to prepare and submit a response to the Advocate's rebuttal submission; this response shall consists wholly of material which responds to evidence or arguments raised in the Advocate's rebuttal. Any actual submission by the Advocate shall generate a right of rebuttal by the Contractor.

3.3.5.1.3 The Advocate and the Contractor will be informed in writing by the Designee when the submission process is deemed complete. The Designee shall have the right to take administrative notice of relevant matters of law and fact as he believes appropriate, in accordance with general principles of Administrative Law.

3.3.5.1.4 The Designee will prepare and forward the recommended written decision to the Director. The Director shall: (a) evaluate the Designee's findings and recommendations, (b) review the materials presented by the Contractor and the Advocate, (c) if necessary, consult with agency Counsel, and (d) prepare a response to the dispute either ratifying, modifying, or reversing the recommended decision. The Director's decision will be rendered within forty-

five (45) days of the date when the submission process is deemed complete pursuant to 3.3.5 of this RFP.

3.3.5.1.5 A copy of the Director's decision stating the reason(s) upon which it is based and informing the Contractor of the right to appeal an unfavorable decision to the General Counsel of OTDA, will be issued to both parties. The dispute decision shall be deemed a final and conclusive agency decision unless a written notice of appeal is received no more than 15 calendar days after the date the decision is received by the Contractor. Such notice of appeal must be filed with the General Counsel of OTDA.

3.3.5.1.6 The General Counsel of OTDA or his designee(s) shall hear and make a final decision on all appeals. A formal dispute appeal may not introduce new facts unless responding to facts or issues unknown to the Contractor prior to the final dispute decision. The General Counsel's decision will be rendered within 30 calendar days of the date that the notice of appeal is received by the General Counsel.

3.3.5.1.7 If the Contractor is unwilling to accept the decision rendered through this procedure or if a decision is not made within 90 calendar days after the record is deemed final, it may then pursue its normal legal remedies de novo, but it is specifically agreed that any and all reports rendered through this procedure shall be admissible as evidence in any court action taken with respect to the matter. Pending conclusion of any dispute or disagreement by whatever procedure, the construction placed upon the Agreement by the State shall govern operation thereunder and the Contractor and the OTDA shall continue to perform under the Contract.

3.3.5.1.8 The Director and General Counsel shall have the power to change any or all of their designees or otherwise alter the rules of proceeding upon written notice to the Contractor.

3.3.5.1.9 The Contractor shall be required to bring all legal proceedings relating to this Agreement against the OTDA or the State of New York in the Supreme Court of the State of New York in the County of Albany or the New York State of Claims.

3.3.6 **Access Requirements**

3.3.6.1 **Access to Premises**

3.3.6.1.1 To assure compliance with the Agreement and for any other reason the OTDA deems appropriate for the effective and continuing operation of the centralized operations, the OTDA, the Office of the State Comptroller and any other state agency required to conduct an investigation, and their authorized representatives and designees, shall at all times have the right to enter into any premises of the Contractor used in the performance of the Agreement, including the primary operations site, or such other place where duties under the Agreement are being performed, to inspect, monitor or otherwise evaluate the work performed or being performed therein, or to elicit information concerning the centralized operations. Provisions shall be made by the Contractor to provide permanent identification cards for all on-site personnel and a limited number of other State personnel. No additional access requirements will be imposed on State personnel that are not required of the Contractor's employees. The OTDA shall have final authority in determining the extent of access to the Contractor's facilities for all on-site personnel, State personnel, key personnel and any other individuals whom the OTDA deems

appropriate. For any such instance of access by authorized representatives or designees of any State agency or successor contractor for the centralized operations, the Contractor shall provide, and shall require any subcontractor to provide, access to all facilities, and shall cooperate with and assist such representatives or designees in the performance of their duties. All such instances of access shall be undertaken in such a manner as will not unduly disrupt the Contractor's operations or performance under the Agreement. The right of access provided for herein shall include on-site visits, as directed and limited by the OTDA.

3.3.6.1.2 Department of Health and Human Services, Office of Child Support Enforcement (HHS/OCSE) officials shall have the right of independent access to the Contractor's premises upon provision by the OTDA to the Contractor of a list of persons named by HHS/OCSE as authorized to enter all Contractor premises engaged in performance under the Agreement. Upon a showing by an HHS/OCSE official named in such list of proper identifying credentials to the Contractor, the Contractor shall permit access to its premises. The OTDA will provide to the Contractor a new list each time HHS/OCSE indicates a change of personnel.

3.3.6.1.3 The Contractor shall be responsible for assuring that the provisions of this 3.3.6.1 shall apply to any subcontract related to performance under the Agreement.

3.3.6.2 **Access to and Audit of Agreement Records**

3.3.6.2.1 At all times during the period that the Agreement is in force and for a period of six (6) years thereafter, the Contractor shall provide all authorized representatives of the State and Federal governments with full and prompt access to all its financial records that pertain to services performed and determination of amounts payable under the Agreement, including access to appropriate individuals with knowledge of financial records (including the Contractor's independent public auditors) and full and prompt access to all additional records, including the Contractor's operating records, that pertain to services performed and determination of amounts payable under the Agreement, including access to appropriate individuals with knowledge of such records, permitting such State and Federal representatives to examine, audit and copy such records at the site at which they are located. Such access shall include both announced and unannounced inspections and on-site audits.

3.3.6.2.2 All records and information obtained by the OTDA pursuant to the provisions of the Agreement, whether by audit or otherwise, shall be usable by the OTDA in any manner, in its sole discretion, it deems appropriate and the Contractor shall have no right of confidentiality or proprietary interest in such records or information. Notwithstanding the preceding sentence, the OTDA agrees, that in those instances in which it has discretion, not to disclose outside government the following data:

3.3.6.2.2.1 Any resume or other description of qualifications which includes the name of the individual;

3.3.6.2.2.2 Any individual's actual salary;

3.3.6.2.2.3 The Contractor's indirect rates including labor overhead, corporate allocation or markup; and

3.3.6.2.2.4 The methodology for calculating these indirect rates including the allocation base.

The foregoing identification of data which the OTDA agrees, in its discretion, not to disclose outside government is inapplicable to the contents of monthly financial reports which are deliverables under the Agreement and the OTDA may use and disclose the content of such reports without restriction.

3.3.6.2.3 The Contractor shall provide the OTDA, on a quarterly basis, a list, description and sample of all internal operating reports that are not provided to the OTDA as Agreement deliverables.

3.3.6.2.4 The Contractor shall promptly notify the OTDA of any request by another agency or entity for access to any records maintained pursuant to the Agreement.

3.3.6.2.5 The Contractor shall be responsible for assuring that the provisions of 3.3.6 of this RFP shall apply to any subcontract related to performance under the Agreement.

3.3.6.3 **Records Retention**

3.3.6.3.1 Except as provided in 3.3.6.3.2 and 3.3.6.3.4 below, the Contractor agrees to preserve all Agreement-related records for the term the Agreement is in effect and for six (6) full years thereafter, with disposal by the Contractor of any records during said period permitted only upon prior written approval by the OTDA. Records involving matters in litigation shall be kept for a period of not less than six (6) years following the termination of the litigation. Except for specific documentation required under 2.3 and Chapters 4 and 5 of this RFP, electronic copies of any Agreement-related documents may be substituted for the originals with the prior written approval of the OTDA, provided that the electronic procedures are accepted by the OTDA as reliable and are supported by an adequate retrieval system.

3.3.6.3.2 The Contractor shall be responsible during the term of the Agreement for the storage of, access to, and retrieval of all copies of payment transaction documentation processed by the Contractor.

3.3.6.3.3 The Contractor shall be responsible during the term of the Agreement for storage of, access to, and retrieval of all documentations for the deposit of collections and transfer of funds to local districts by the Contractor.

3.3.6.3.4 The Contractor shall be responsible for the storage of, access to and retrieval of all new hire documentation processed by the Contractor for the most recent three (3) months of processed notifications. After three (3) months, any new hire notification documentation must be turned over to the New York State Department of Taxation and Finance or at the OTDA's sole discretion, confidentially destroyed, i.e., shredded or burned with Contractor staff person present at time of destruction.

3.3.6.3.5 The Contractor shall transfer to the OTDA or a successor contractor at Agreement-end all records retained in 3.3.6.3.1 through 3.3.6.3.3 of this RFP.

3.3.6.3.6 The Contractor shall be responsible for assuring that the provisions of 3.3.6.3 shall apply to any subcontract related to performance under the Agreement.

3.4 FISCAL SAFEGUARDS

3.4.1 **Federal Financial Participation -** The OTDA's centralized operations have been designed and operated in compliance with applicable provisions of Title IV-D of the Social Security Act (Public Law 96-347) and implementing regulations at 45 CFR 301-305 and 45 CFR Part 74. The regulations, as amended, and guidelines to these regulations applicable performing the Centralized Operations are to be considered part of the Agreement. Regulations at 45 CFR 304 provides for Federal Financial Participation (FFP) to the State for development and operation of the Centralized Operations. If, through the actions of the Contractor, its officers, agents or employees or subcontractors, Federal approval of the present OTDA centralized operations are rescinded, or Federal approval is not granted for any enhancements to the OTDA centralized operations because of failure to meet Federal requirements, the Contractor shall indemnify the OTDA for the difference between the amount of FFP which would have been received by the OTDA under 45 CFR 304, and the amount actually received.

3.4.2 **Bonding and Letter of Credit -** Within one (1) month after the Contractor and the OTDA have signed the Agreement resulting from this RFP, the Contractor will provide the OTDA with an irrevocable Letter of Credit, drawn upon a financial institution approved or accepted by the OTDA, the terms of which shall be subject to approval by the OTDA, in the amount of ten million dollars ($10,000,000) for the first year of operations, eight million dollars ($8,000,000) the second year and five million ($5,000,000) each year there after for a period extending three (3) months beyond the life of this Agreement, including any extensions and maintain it in force and effect for the benefit of the OTDA. The OTDA will be entitled to demand payment from said Letter of Credit in the event liquidated damages are assessed during the term of the Agreement and/or as a result of the Contractor's non-performance. In the event of damages occurring as a result of non-performance, and/or in the event of breach of this Agreement resulting in liquidated damages, the OTDA may demand disbursement of all or any portion(s) of the face value of the Letter of Credit to recover said damages and/or liquidated damages. Such disbursements, pursuant to demand of all or any portion(s) of the face value of the Letter of Credit, may be effected by the OTDA's submission of written notice(s) to the institution that issued the Letter of Credit on behalf of the Contractor. Partial disbursement(s), pursuant to demand, shall not terminate the Letter of Credit, but the balance shall be diminished by any amounts disbursed and shall otherwise remain in effect. A four million dollar ($4,000,000) fidelity bond or other security shall be maintained by the Contractor in a form and amount satisfactory to the OTDA. In the event that the OTDA elects to exercise its option to extend the Agreement in accordance with 3.3.4.2 of this RFP, the Contractor shall provide documentation not less than thirty (30) days prior to any such extension, evidencing the fact that said letter of credit and fidelity bond have been extended to be coterminous with the contract.

3.4.3 **Indemnification of the OTDA -** The Contractor shall indemnify, defend and save harmless the OTDA, the State, its officers, agents or employees from any and all claims and losses against them by any and all contractors, subcontractors, material providers, laborers and any person, firm or corporation furnishing or supplying work, services, materials or supplies which is occasioned in whole or in part by negligence, willful misconduct, or failure to perform in connection with the performance of this RFP, and from all claims and losses accruing or resulting to any person, firm or corporation who may be

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

3.4.4 **Cure of Payment Default -** If default be made by the OTDA in payments to the Contractor under the Agreement, the subsequent acceptance of such past due charges by the Contractor or any of its duly authorized agents, when such payment is specifically identified as being payment in full, shall fully reinstate the Agreement.

3.4.5 **Use of Facilities, Equipment, Software, etc. -** The Contractor shall make use of all facilities, equipment, software, materials and supplies, including but not limited to computer hardware and related peripheral equipment, obtained or held for purposes of the Agreement, solely in performance of the Agreement with the exception that the Contractor may make use of any such element for other purposes upon receipt of prior written approval from the OTDA. If the OTDA approves use of any such element for a purpose other than in performance of the Agreement, the OTDA shall receive as a credit against payments owing to the Contractor under 3.2 of this RFP an amount equal to the customary charge or cost in the marketplace for use of such elements for the applicable time period.

3.4.6 **Availability of Key Personnel -** The Contractor is required to commit key personnel as required by this RFP, as changed by replacements thereto approved in advance by the OTDA. In the event that the Project Director will be unavailable on any given day that written notice be provided twenty-four (24) hours in advance of the event. In the event that any of the key personnel will be or are unavailable for more than five (5) consecutive business days, for the regular performance of their duties, the Contractor will designate and propose to the OTDA, subject to OTDA prior approval, an equally qualified alternate with full authority to act for the key person for the duration of the absence.

3.4.7 **Integrity of the Centralized Operations Site -** The Contractor shall not transfer, move, reorganize or otherwise alter any Centralized Operation, unit or key personnel at or from the centralized operating facility, including but not limited to administrative functions, without the prior written approval of the OTDA.

3.4.8 **Prohibition on Use of Federal Funds for Lobbying -** Pursuant to section 1352, title 31, United States Code, no Federal appropriated funds may be expended by the recipient of a Federal grant or a subtier contractor or subgrantee to pay any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.4.9 **Certification/Disclosure -** Any person who receives a contract exceeding $100,000 at any tier under a Federal grant will be required to file a certification that no Federal appropriated funds have been or will be expended in violation of the above prohibition. If any funds other than Federal appropriated funds have been or will be expended by the Contractor to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant, the Contractor will be required to make a written disclosure on a specified disclosure form.

3.4.10 **Lobbying Prohibitions –** The Contractor agrees to the above provisions relating to prohibition on use of federal funds for lobbying.

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3.5 **GENERAL PROVISIONS**

3.5.1 **Document Incorporation and Order of Precedence**

3.5.1.1 **The Agreement consists of:**

3.5.1.1.1 The body of the Agreement (i.e., that portion preceding the signatures of the parties in execution);

3.5.1.1.2 The appendices attached to the Agreement body which are hereby fully incorporate therein;

3.5.1.1.3 The Request for Proposal issued by the OTDA under date of August 2007 and entitled, "NEW YORK STATE CENTRALIZED SUPPORT COLLECTION AND ENFORCEMENT" as modified by the OTDA and by official OTDA responses to questions (i.e., Questions and Answers), the foregoing being herein incorporated by reference; and

3.5.1.1.4 The Contractor's Proposal submitted to the OTDA consisting of Volumes I, II, and III, clarifying questions and responses relating thereto and the transcript of any oral presentation made by the Contractor to the OTDA.

3.5.1.2 In the event of any inconsistency in or conflict among the document elements of the Agreement identified in 3.5.1.1 of this RFP, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order:

3.5.1.2.1 First, Appendix A, Standard Clauses for All New York State Contracts, attached to the Agreement;

3.5.1.2.2 Second, body of the Agreement;

3.5.1.2.3 Third, appendices other than Appendix A, attached to the body of the Agreement;

3.5.1.2.4 Fourth, the RFP, as amended; and

3.5.1.2.5 Fifth, the Contractor's Proposal, as amended and supplemented.

3.5.2 **Independent Capacity of Contractor -** The parties hereto agree that the Contractor is an independent contractor, and the Contractor, its agents, officers and employees, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees of the State or the OTDA.

3.5.3 **No Third Party Beneficiaries -** Nothing contained in the Agreement, expressed or implied, is intended to confer upon any person, corporation or other entity, other than the parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of the Agreement.

3.5.4 **Nonassignability -** Neither the rights nor the obligations of the Agreement may be conveyed, assigned, delegated, novated or otherwise transferred in any manner whatsoever by the Contractor, either in whole or in part, without the prior written approval of the OTDA. This 3.5.4 shall not be construed to limit other rights of approval given the OTDA under this or other provisions of the Agreement.

3.5.5 **Contractor Personnel -** The OTDA reserves the right to require the Contractor to discharge, from performance of any or all duties under the agreement, specified Contractor employees. The Contractor agrees to replace any employee so discharged with an employee of equal or better qualifications. If the OTDA exercises its right under this provision, it agrees to provide written notice to the Contractor setting forth its reasons with specificity.

3.5.6 **Affirmative Action -** The OTDA is in full accord with the aims and effort of the State of New York to promote equal opportunity for all persons and to promote equality of economic opportunity for minority group members and women who own business enterprises, and to ensure there are no barriers, through active programs, that unreasonably impair access by Minority and Women-Owned Business Enterprises (M/WBE) to State contracting opportunities. Prospective Offerors to this RFP are subject to the provisions of Article 15-A of the Executive Law and regulations issued thereunder.

3.5.6.1 Contractors and subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

3.5.6.2 Prior to the award of a State contract, the Contractor shall submit an Equal Employment Opportunity (EEO) Policy Statement to the contracting agency within the time frame established by that agency.

3.5.6.3 The Contractor's EEO Policy Statement shall contain, but not necessarily be limited to, and the Contractor, as a precondition to entering into a valid binding State contract, shall during performance of the State contract, agree to the following:

3.5.6.3.1 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 programs of affirmation action to ensure that minority group members and women are afforded equal employment opportunity with discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.

3.5.6.3.2 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.

3.5.6.3.3 At the request of the contracting agency, the Contractor shall request each employment, 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.

3.5.6.4 Except for construction contracts, prior to an award of a State contract, the Contractor shall submit to the contracting agency a staffing plan of the anticipated work force to be utilized on the State contract or, where required, information on the Contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the contracting agency. The form of the staffing plan shall be supplied by the contracting agency.

3.5.6.5 After an award of a State contract, the Contractor shall submit to the contracting agency a work force utilization report, in a form and manner required by the agency, of the work force actually utilized on the State contract, broken down by specified ethnic background, gender and Federal Occupational Category or other appropriate categories specified by the contracting agency.

3.5.6.5.1 In addition, Offerors are also required to submit, within their proposals, a section describing how the Offeror proposes to identify and utilize M/WBEs with which it may subcontract or from which it may obtain supplies (and or equipment, commodities, etc.) for this offering, as well as the dollar amount, if known, of any such subcontract or purchase. Offerors are also required to complete both the Subcontracting Utilization Form found in Appendix J of this RFP, for themselves and any subcontractors or vendors they plan to use. The items contained in this paragraph are considered to be requirements of all Offerors and may be evaluated by the respective evaluation review committees.

3.5.6.5.1.1 For purposes of this procurement, the goals for subcontracting with minority and women-owned businesses are 7% and 7%. The goals for the purchase of supplies (equipment and/or commodities, etc.) from M/WBE's respectively are 7% and 7%. Definitions of Minority and Women-Owned Business Enterprises also can be found in Appendix G of this RFP.

3.5.6.5.1.2 The directory of certified businesses, prepared by the Division of Minority and Women Business Development, for use by contractors in complying with the provisions of Executive Law, Article 15-A, and the regulations required pursuant to said Law, will be provided for inspection at the OTDA's Office of Minority Program Development.

3.5.6.5.1.3 In order to assist prospective Offerors in their attempts to demonstrate effective affirmative action efforts, the OTDA suggests Offerors consider any or all of the following steps while developing their responses to this RFP:

3.5.6.5.2 Contact all known M/WBEs that may appropriately serve as a subcontractor(s) or a vendor(s) under the contract.

3.5.6.5.3 Keep a "contact" list of M/WBEs contacted for this particular RFP along with the name of your contact and the result of the contact(s).

3.5.6.5.4 Use the M/WBEs contacted as a possible resource for additional contacts.

In the event an Offeror does not obtain the desired results from 3.5.6.1 through 3.5.6.4.3 above, the OTDA suggests that prospective Offerors consider these additional steps (and keep a contact record of the same):

3.5.6.5.5 Contact area Minority Business Associations, Contractors Associations, Purchase Councils or Professional Organizations serving the area in which the contract will be performed

3.5.6.5.6 Contact the Empire State Development, Division of Minority and Women Business Development, (518) 292-5250 or (212) 803-2414 for assistance.

3.5.6.5.7 Contact the OTDA's Bureau of Equal Opportunity Development at (518) 473-8555 in Albany or at (212) 961-8216 in New York City for assistance.

3.5.6.5.8 Contact area community-based organizations that serve the minority community and the local elected, appointed, religious or other acknowledged leaders who also may service as resources.

The above-noted provisions are set forth to aid prospective Offerors who may require assistance in their attempt to comply with OTDA affirmative action initiatives. However, prospective Offerors are at liberty to propose a course of action of their own that is reasonable and accomplishes the aim of the aforementioned provisions.

3.5.7 **Confidentiality of Information**

3.5.7.1 The Contractor, its officers, agents and employees and subcontractors, shall treat all information, with particular emphasis on information relating to noncustodial and custodial parents, which is obtained by it through its performance under the Agreement, as confidential information to the extent required by the laws of the State of New York and of the United States and any regulations promulgated thereunder. The Contractor must be in compliance with NYS Cyber Security Policy. A copy of this policy may be obtained on the following website:
http://www.cscic.state.ny.us/lib/policies/

3.5.7.2 All individually identifiable information relating to any centralized operation shall be held confidential and shall not be disclosed by the Contractor, its officers, agents and employees or subcontractors, without the prior written approval of the Commissioner of the OTDA or a designee.

3.5.7.3 The Contractor may not furnish any case file information or documentation to requesting noncustodial or custodial parents

3.5.7.4 The use of information obtained by the Contractor in the performance of its duties under the Agreement shall be limited to purposes directly connected with such duties.

3.5.7.5 The Contractor shall promptly advise the OTDA of all requests made to the Contractor for information described in this 3.5.7 of this RFP.

3.5.7.6 The Contractor shall be responsible for assuring that any agreement between the Contractor and any of its officers, agents and employees or subcontractors contains a provision, which strictly comports to the provisions of this 3.5.7 of this RFP.

3.5.8 **Security and Confidentiality of New Hire Notification Information**

3.5.8.1 **Systems Security and Data Access**

3.5.8.1.1 The treatment by the Contractor of confidential OTDA information (e.g., tax information including but not limited to New Hire Notification data) shall be governed by the secrecy provisions of the New York State Tax Law.

3.5.8.1.2 The treatment by the Contractor of Federal Tax Information in the possession of the OTDA shall be governed by the secrecy provisions of the Internal Revenue Code sections 6103 and 7431, 7213 and 7213A.

3.5.8.1.3 Any information regarding the OTDA operations, including but not limited to automated systems information, not so covered by the preceding provisions of law must be kept confidential as if it were so covered.

3.5.8.1.4 The foregoing restrictions shall not apply to such information that is required to be disclosed pursuant to statute or order of any court.

3.5.8.1.5 The Contractor agrees to develop, implement and update an automated system Security and Data Access System and procedures to restrict access to confidential information, including New Hire Notification data to authorized personnel only. All components/modules of such system that are necessary for the OTDA to track and monitor access to confidential and New Hire Notification data, systems, supporting systems, (e.g., Operating System, and Scheduler) must be operational at all times.

3.5.8.1.6 The OTDA reserves the right to inspect the Contractor's systems and procedures to ascertain that the Contractor is adhering to the secrecy provisions of the Tax Law and the Internal Revenue Code. Subject to reasonable Contractor security procedures, the OTDA may perform such inspections without affording the Contractor prior notice thereof. In addition, when Performance Audit staff are on site for another purpose, if violations of security are observed, the OTDA reserves the right to require immediate corrective action.

3.5.8.2 **Security and Confidentiality for Personnel**

3.5.8.2.1 The Contractor agrees that all Contractor staff, including permanent and temporary employees, involved in providing New Hire Notification services pursuant to this Agreement shall agree to and sign the "Agreement to Adhere to the Secrecy Provisions of the Tax Law and the Internal Revenue Code", to be provided by the OTDA. In conjunction therewith, the Contractor shall cause each such employee, as a condition of employment in the New Hire Notification, to furnish his or her social security number.

3.5.8.2.2 The Contractor agrees to develop, update and implement a Security and Confidentiality Plan that shall include, but not be limited to, a Security Training Module and a Physical Security component. The Contractor agrees that all new staff will receive training in accordance with the agreed upon Security Training Module and that all returning/permanent staff will be required to participate in periodic training in accordance with a Security Training Module. All employees will be required to comply with all appropriate aspects of the New Hire Notification Process component which includes, but is not limited to, displaying/using a designated access card. All vendors and visitors will also be governed by the applicable aspects of the Physical Security component of the

Security and Confidentiality Plan such as signing in a logbook, and accessing through the Vendor Corridor.

3.5.8.3 **Physical Security -** The Contractor agrees to develop, implement and update a Physical Security component of the Security and Confidentiality Plan to ensure that all appropriate and necessary measures are taken to prevent unauthorized access to the designated processing sites and that such sites are appropriately restricted and/or monitored for the safety and confidentiality of the OTDA's information.

3.5.8.4 **Audits -** The OTDA reserves the right to audit the Contractor's systems and procedures to ascertain that the Contractor is adhering to the confidentiality provisions set forth in 3.5.8 of this RFP. Subject to reasonable Contractor security procedures, the OTDA can perform security audits without affording the Contractor prior notice. In addition, when the Performance Audit staff are on site for another purpose, if violations of security are observed, the OTDA reserves the right to require corrective action and to impose Liquidated Damages as identified in 3.2.3 of this RFP.

3.5.8.5 **Survival -** These confidentiality provisions shall survive termination or expiration of the contract.

3.5.9 **Legal Assurance of Authority to Perform -** In consideration of the within premises, the Contractor represents to the OTDA that:

3.5.9.1 The Contractor has corporate authority to perform all duties required of it by the Agreement; and

3.5.9.2 The Contractor is qualified to do business in the State of New York. The Contractor shall give immediate notice to the OTDA of any event or circumstance, which may affect the validity of the representations herein contained and shall take any and all actions required to preserve its legal authority to perform the Agreement.

3.5.10 **Force Majeure -** Neither party shall be liable or deemed to be in default for any delay or failure in performance under the Agreement resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, wars, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, flood, the elements, acts or omissions of public utilities, or strikes, work stoppages, slow downs or other labor interruptions due to labor/management disputes involving entities other than the parties to the Agreement, or any other causes not reasonably foreseeable or beyond the control of a party. The parties are required to use best efforts to eliminate or minimize the effect of such events during performance of the Agreement.

3.5.11 **Notification -** Any notice required by the Agreement to be given between the Contractor and the OTDA shall be sent to the OTDA's Director of Payment and Processing Operations or the Contractor's authorized representative to bind the Contractor, by registered or certified mail, return receipt requested, or shall be delivered in hand and a receipt granted.

3.5.12 **OTDA Delegations of Authority -** Whenever, by any provision of the Agreement, any right, power or duty is imposed or conferred on the OTDA, the right, power or duty so imposed or conferred shall be possessed and exercised by the Commissioner of the OTDA unless any such right, power or duty is specifically delegated to the duly appointed agents or employees of the OTDA.

Any such delegation of authority shall be reduced to writing by the Commissioner and a copy thereof furnished to the Contractor.

3.5.13 **Patent or Copyright Infringement**

3.5.13.1 The Contractor, solely at its expense, shall defend any claim or suit which may be brought against the OTDA or the State for the infringement of United States patents or copyrights arising from the Contractor's or the OTDA's use of any equipment, materials or information prepared, developed or furnished by the Contractor in connection with performance of the Agreement, and in any such suit shall satisfy any final judgment for such infringement. The OTDA will give the Contractor written notice of such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation.

3.5.13.2 If principles of governmental or public law are involved, the State may participate in the defense of any action identified in 3.5.13.1 of this RFP, but no costs or expenses shall be incurred upon the account of the Contractor without the Contractor's written consent.

3.5.13.3 If, in the Contractor's opinion, any equipment, materials or information mentioned in 3.5.13.1 of this RFP is likely to or does become the subject of a claim of infringement of a United States patent or copyright, then, without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the OTDA's prior written approval, substitute other equally suitable equipment, materials and information, or at the Contractor's option and expense, obtain the right for the OTDA to continue the use of such equipment, materials and information.

3.5.13.4 In the event that an action at law or in equity is commenced against the State arising out of a claim that the State's use of the software under the Agreement infringes on any patent, copyright or proprietary right, and such action is forwarded by the State to the Contractor for defense and indemnification pursuant to 3.5.13.1 of this RFP, the OTDA shall send copies of all pleadings and documents forwarded to the Contractor, together with the forwarding correspondence, to the Office of the Attorney General of the State of New York, together with a copy of the Agreement. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in 3.5.13.1 of this RFP, the Contractor shall immediately notify the OTDA and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes they are and are not obligated to defend and indemnify under the terms and conditions of the Agreement. The Contractor shall in such event protect the interests of the State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses, which the State shall have.

3.5.14 **Conflict of Interest** - If during the term of the Agreement and any extension thereof the Contractor becomes aware of an actual or potential relationship, which may be, considered a conflict of interest, the Contractor shall notify the OTDA in writing immediately. Should the Contractor engage any current or former New York State employee as its own employee or as an independent contractor because of such employee's knowledge of New York State finances, operations or knowledge of the Centralized Operations, or any current or former

State employee who in the course of his/her State employment had frequent contact with management level Contractor employees, the Contractor shall notify the OTDA, in writing, immediately; should the OTDA thereafter determine that such employment is inconsistent with State or Federal Law, the OTDA shall so advise the Contractor, in writing, specifying its basis for so determining, and may require that the contractual or employment relationship be terminated.

3.5.15 **Standard of Interpretation**

3.5.15.1 The Agreement shall be subject to liberal interpretation to accomplish the parties' evident purposes. A strict construction of the Agreement would be contrary to the fundamental premise of the Agreement:

3.5.15.2 The Contractor shall perform under the Agreement in a manner to fully ensure smooth, nondisruptive performance of the Centralized Operations during the term of the Agreement, and to ensure thereafter, smooth, nondisruptive assumption and performance of the Centralized Operations by the OTDA or a successor contractor, consistent with the terms of the Agreement.

3.5.15.3 Performance by the Contractor under the Agreement shall at all times be consistent with its fundamental premises and the Agreement shall be construed accordingly. Disagreement between the parties concerning interpretation of the Agreement shall be subject to the "Disputes" provision set forth in 3.3.5 of this RFP.

3.5.16 **Waiver of Breach -** Except as provided in 3.4.4 of this RFP, no term or provision of the Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by a party to, or waiver of, a breach under the Agreement shall not constitute or consent to, a waiver of, or excuse for any other, different or subsequent breach.

3.5.17 **Taxes -** It shall be understood that the OTDA, as an agency of the State of New York, is not liable for the payment of any sales, use, excise or other form of tax, however designated, levied or imposed and shall agree to reimburse the Contractor for same only if taxes would have been incurred through the OTDA's normal business operations.

3.5.18 **Agreement Approval -** The State Finance Law of the State of New York, Section 112, requires that any contract made by a State Department which exceeds fifty thousand dollars ($50,000) in amount be first approved by the Comptroller of the State of New York before becoming effective. The parties recognize that the Agreement is wholly executory and not binding until and unless approved by the Comptroller of the State of New York. The parties also agree that the effectiveness of the Agreement is conditioned upon receipt of any approval required pursuant to Federal law to permit full Federal Financial Participation in the costs thereof.

3.5.19 **Choice of Law -** The parties agree that the Agreement shall be interpreted according to the laws of the State of New York. The Contractor shall bring any action or proceeding arising from the Agreement in the Supreme Court of the State of New York, Albany County or the New York State Court of Claims, as appropriate.

3.5.20 **Standard Appendix A -** Appendix A, Standard Clauses for All New York State Contracts, attached hereto, is hereby fully incorporated into the Agreement.

3.5.21 **Severability -** Should any provision of the Agreement be declared or found to be illegal, unenforceable, ineffective or void, then each party shall be relieved of any obligation arising from such provision; the balance of the Agreement, if capable of performance, shall remain in full force and effect.

3.5.22 **Ethics -** The Contractor and any subcontractor agree not to engage in any employment activity that would violate provisions of Section 73 of the Public Officers Law. This provision will survive the termination or expiration of this Agreement.

3.5.23 **Public Officers Code of Ethics -** The Contractor shall agree not to importune any violations of Sections 73 and 74 of the Public Officers Law.

3.5.24 A**mericans with Disabilities Act -** All Contractor processing and operations sites must be in compliance with applicable building codes and the Americans with Disabilities Act.

3.5.25 **Contractor and Subcontractor(s) Tax Liability**

3.5.25.1 All outstanding tax liabilities, if any, against the Contractor and any of its Subcontractor(s) and in favor of New York State, other than taxes being contested by the Contractor or its Subcontractor(s), must be satisfied prior to execution of this Agreement or a payment schedule arranged for their speedy satisfaction.

3.5.25.2 Contractor must provide Employee Identification Numbers and any other identification number assigned by the Department of Taxation and Finance under which the Contractor files New York State Tax returns.

3.5.25.3 Contractor shall stay current with all New York State Tax filing and payment obligations.

3.5.26 **Liability and Indemnification**

3.5.26.1 For damages arising as a result of acts or omissions of Contractor, its officers, employees, subcontractors, partners or agents, Contractor shall be jointly and severally responsible for the actions of its agents, employees, partners, or sub-contractors, including losses arising from, but not limited to: (i) providing defective or inadequate specifications; (ii) defective or inadequate performance; (iii) losses incurred in shipping and delivery of products to site; (iv) connection, installation or removal of tangibles or intangibles, including telecommunications; (v) defective or inadequate recommendations inducing detrimental reliance by Issuing Entity; (vi) defective or inadequate maintenance and warranty service; or (vii) removal of existing equipment or acquisition of components resulting from defective specifications. The Contractor remains liable, without monetary limitation, for direct damages for personal injury, death, or damage to real property or tangible personal property attributable to the negligence or other tort of the Contractor, its officers, employees or agents.

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

3.5.26.3 For any suit, action, claim, damages or costs arising under or connected to the title, patent and copyright actions by third parties, Contractor shall be fully liable for damages without limitation.

3.5.26.4 Contractor's liability under this Agreement for failure to provide adequate services or deliverables, regardless of whether such liability is asserted under a theory of contract breach, default, negligence, warranty, or damages under the performance standards as specified in Article 26 for said standards, or otherwise, shall not exceed the greater of the amount of a) five million dollars ($5,000,000) or b) two and a half (2 ½) times the value of the contract amount as indicated in the State Central Accounting System.

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Chapter 4 OPERATIONS TASKS

4.1 Payment Processing

The Contractor must employ state-of-the-art equipment and software to ensure that payment processing functions are performed efficiently and effectively while adhering to the milestones, deliverables and performance standards noted in Chapter 5 of this RFP. The payment processing functions entail on a daily basis, receipt of mail, mail opening and sorting, payment identification, creation of an electronic payment file, transmission of the payment file to the OTDA, deposit of payments into the New York State Child Support Processing Center's bank account, wire transferring funds to each local district's Support Collection Unit (SCU) bank account and all ancillary functions required to maintain security and control over the entire process. The payment information transmitted to the OTDA must be in a format that is compatible with the OTDA's Child Support Management System (CSMS); facilitates the CSMS automatic application of payments; and supports federal reporting requirements. In addition to the aforementioned, the Contractor must perform tasks regarding electronic payment processing, multiple county payments, cash payments, walk-in SCU payments, foreign exchange payments, non-sufficient fund (NSF) payments, CSMS rejected payment transactions, confirmation of payments, documentation of payments, correspondence processing and misdirected mail.

Although an entirely new process is requested of the contractor, there are specific features of the past payment operation that must be accommodated:

- acceptance and processing of specific payment remittance formats, e.g., employer listings, noncustodial parent coupons, uniform EFT/EDI formats, etc.;
- creation of sort patterns that must occur to support special processing and payment summarization requirements, and
- audit trails and data gathering requirements for various types/sources of payments, e.g., employer payments, property execution payments, etc.;
- maintaining documentation in an electronic digital format.

The Contractor responsibilities associated with completing the required payment processing functions are outlined herein.

4.1.1 **Mail Receipt, Opening and Sorting** – The Contractor is required to employ state-of-the-art equipment and software to ensure that the required tasks are completed as efficiently and effectively as possible.

4.1.1.1 **Post Office Box** - The Contractor must maintain the post office box, which has been established for receipt of payments. The post office box is located at the United States Postal Service Facility on Old Karner Road in Albany, New York.

4.1.1.2 **Receiving Mail** - The Contractor is responsible for obtaining the mail from the post office box at the earliest possible time each morning, Monday through Saturday and any other time throughout those days in order to ensure that the Contractor obtains all mail placed in the box that day. The amount of time available to the Contractor to meet the payment processing standards outlined in 5.1 of this RFP depends solely on the Contractor obtaining all mail each day as soon as possible.

4.1.1.2.1 Availability of Mail – The mail can be retrieved from the Old Karner Road General Mail Facility in Albany, NY as early as 3:30 A.M. each day thus extending payment processing time for the Contractor. In addition the U.S. Postal Service sorts oversized envelopes, express and certified mail separately, with that mail available for pick up at 8:30 A.M. each day. This sort pattern will not change. The Contractor will be required to retrieve the mail using a secured courier at various times each day to ensure that all mail placed in the post office box is retrieved and processed each day in accordance with the performance standards noted in Chapter 5 of this RFP.

4.1.1.2.2 Some previous practices have been employed to extend the amount of processing time available each day and still accommodate identifying, processing, depositing and wire transferring payments into fifty-nine (59) separate bank accounts at the end of each day. The contractor must consider those practices when developing their payment processing approach to the RFP milestones, deliverables and performance standards. Those practices are:

4.1.1.2.2.1 continued use of scannable, optical character reading of noncustodial parent and employer coupons;

4.1.1.2.2.2 acceptance of payments in non-certified format (i.e. personal checks);

4.1.1.2.2.3 acceptance and processing of datafiles from the Banking Service Contractor; and

4.1.1.2.2.4 verifying by matching to the voice response system masterfile the existence and accuracy of the CSMS account numbers provided with a payment whether mail or electronic.

4.1.1.2.3 Mail pick-up times are the Contractor's responsibility to coordinate with the U.S. Postal Service staff at the Old Karner Road General Mail Facility in Albany. The Contractor must use a secure courier when transporting mail from the Old Karner Road General Mail Facility to the New York State Child Support Processing Center.

4.1.1.2.4 The Contractor must, under no circumstances, commingle the mail obtained for payment processing with mail obtained for any other centralized process as noted in Chapter 4 of this RFP.

4.1.1.3 **Misdirect Envelopes** – The Contractor must sort through the mail prior to opening the envelopes to identify and outsort envelopes that are not addressed to either a local district SCU or to the New York State Child Support Processing Center. All misdirected envelopes, unless addressed to a post office box used for any of the other centralized operations, must be returned to the U.S. Postal Service, General Mail Facility on the same day as received.

4.1.1.4 **Opening Mail** - The tasks associated with this process are the same whether the mail is opened by machine or by hand. Care must be taken to prevent mutilation of the envelopes and their contents. The Contractor must open each envelope, remove all contents, keep envelope and contents (e.g., check stubs, coupons, and employer listings) together, separate cash payments from non-cash payments, identify if there is any correspondence with or without a payment, and verify that all contents are removed. Cash payments must be forwarded immediately to a mail opening supervisor for processing in accordance with 4.1.1.8 of this RFP.

4.1.1.5 **Verifying Payee** - The Contractor's mail opening staff must verify that all payments are made payable to one of the acceptable payees listed in 5.1 of this RFP. Payments made payable to a payee, other than those listed in 5.1 of this RFP, must be outsorted and returned by first class mail sent on the same day as received.

4.1.1.6 **Sorting Envelope Contents** - The Contractor must, at a minimum, sort the opened and extracted mail as follows:

4.1.1.6.1 SCU payments only

4.1.1.6.2 SCU payments and SCU correspondence

4.1.1.6.3 Misdirected payments and correspondence where payee is not one of the acceptable payees listed in 5.1.1.4.2 of this RFP

4.1.1.6.4 New York State Child Support Processing Center Outreach correspondence only

4.1.1.6.5 SCU correspondence only

4.1.1.6.6 Misdirected correspondence only

4.1.1.7 **Sorting Payment Types** - The various formats in which payments will be received and processed by the Contractor are noted in 5.1.1.5 of this RFP. The Contractor must sort or maintain groupings of payments received in those formats in order to segregate and process payments in the following basic categories:

- Noncustodial parent payments
- Employer payments
- Property Execution payments
- DTF Payments
- Other States' Child Support Agency payments
- Other NYS SCU payments
- Unidentified payments

4.1.1.8 **Cash Payments Special Handling** – During mail opening if a cash payment is identified, the mail-opening supervisor must be contacted immediately. The mail-opening supervisor must issue a three-part receipt immediately for any cash payment received in the mail. A sufficient supply of receipts must be secured by the mail opening supervisor for each local district SCU and must be kept on hand. The following information must be recorded on the receipt: noncustodial parent's name; CSMS account number to which the payment is to be credited; date received; dollar amount of cash payment received, and the received by name. The original receipt shall be mailed to the noncustodial parent on the same day the payment was received. The duplicate must remain with the payment throughout the payment process and the third copy must remain in the receipt book.

4.1.1.9 **Correspondence Only** – The Contractor must process correspondence in accordance with 5.1.1.4.5 of this RFP.

4.1.1.10 **Correspondence With Payment** – If a SCU payment and correspondence are included in the same envelope, the envelope must be copied, front and back,

by mail opening staff and the original of the envelope must be kept with the payment. The copy of the envelope along with the correspondence must be forwarded to the local district by priority mail the same day as received.

4.1.1.11 **Noncustodial Parent Payment With Full Return Address** – If a noncustodial parent payment is received without a CSMS account number and a full return address is recorded on the envelope (first and last name, street address, city and state), then the envelope must be replicated via electronic digital means. The electronic digital version of the envelope must remain with the payment throughout the payment process. The original envelope must be processed in accordance with 4.7.7 of this RFP.

4.1.1.12 **Payment Source Types** – At a minimum, the Contractor must maintain segregation of payments by source type in order to meet the OTDA's electronic payment datafile format requirements and other general reporting requirements as noted in 4.1 and 5.1 of this RFP. Batch headers or batch tickets are an example of one way to accomplish control over segregation of payments.

4.1.1.13 **Quality Assurance** – The Contractor must maintain a level of quality assurance that ensures the milestones, deliverables and performance standards in 4.1 and 5.1 of this RFP are met. Various aspects of the Contractor's processing tasks are dependent upon the manner in which mail opening tasks are completed, i.e. they support the entire payment process, reporting process, etc.

4.1.1.14 **Reporting** – The Contractor must develop a process to capture and provide data to the OTDA as required in 4.1.2.4, 5.1 and 5.14 of this RFP.

4.1.2 **Payment File Creation** – The Contractor is required to employ state-of-the-art equipment and software to ensure that the required tasks are completed as efficiently and effectively as possible.

4.1.2.1 **Equipment and Software** - The Contractor must develop a process that, at a minimum, supports the continued use of:

4.1.2.1.1 Noncustodial parent and employer coupons from which the majority of the required payment data may be read by either Optical Character Recognition (OCR) equipment/software or some other machine processable format that can be supported by the coupon generating process required in 5.3 of this RFP;

4.1.2.1.2 Employer listings in a format that can be supported by the listing generating process required by 4.3 and 5.3 of this RFP;

4.1.2.1.3 Electronic payment submission formats, e.g., electronic funds transfer (EFT) or computer cartridge/tape, TCPIP/FTP file transfers, etc. Within EFT identify, segregate, and process in the required format, payments from employers, other states' child support agencies, noncustodial parents and property executions from financial institutions.

4.1.2.1.4 Extracting data from payments using, at a minimum, Character Amount Recognition (CAR) equipment/software, Magnetic Ink Character Recognition (MICR) equipment/software, etc.

4.1.2.2 **Payment Documentation** – The Contractor must, immediately after mail opening, create an electronic digital copy of all payment documents, i.e., payments and various attachments, e.g., envelopes, stubs, listings, coupons,

etc. Acceptable formats and specific requirements are noted in 5.1 of this RFP. The electronic digital copy of payment documentation must be used to support the various Contractor tasks associated with Payment File Creation and Documentation Records as noted in 4.1.2.7 and 4.1.5.3 respectively.

4.1.2.3 **Researching Unidentified Payments** – Any payment and accompanying documentation that are received from any source without a CSMS account number is, in the first instance, considered unidentified. For a noncustodial parent payment, if less than two (2) of the following identifiers are not present, the Contractor must post the payment to the local district SCU suspense account on CSMS as noted in 4.1.2.3.8 of this RFP:

Noncustodial Parent Name
Custodial Parent Name
Noncustodial Parent Social Security Number
Custodial Parent Social Security Number
Docket Number (also known as "County Case ID" a file number assigned by the court)(numeric value match)
Noncustodial Parent Address
Custodial Parent Address
Payment History
Child(ren) name
Partial CSMS account number

4.1.2.3.1 If two or more of the above identifiers are present, the Contractor must follow the OTDA research procedures and at a minimum, perform searches on the CSMS database in accordance with 4.1.2.3 of this RFP.

4.1.2.3.2 For an employer, financial institutions or other state child support agency payment, if an account number or an amount per CSMS account number is not present, the Contractor must contact the employer, financial institution or other state child support agency in accordance with 4.10 of this RFP.

4.1.2.3.3 Access CSMS or ASSETS, an on-line database maintained for all fifty-eight (58) local districts, by signing on with their OTDA issued identification number and password. The OTDA's database is accessible at the following times with noted exceptions:

4.1.2.3.3.1 All Local Districts except New York City
Monday - Friday 7:30 A.M. - 7:00 P.M.
Every Saturday 8:00 A.M. - 3:30 P.M. except it may not be available the last Saturday of the month

4.1.2.3.3.2 New York City
Monday - Friday 8:00 A.M. - 7:00 P.M.
Every Saturday 8:30 A.M. - 3:30 P.M. except it may not be available the last Saturday of the month

4.1.2.3.4 Perform a search of the CSMS database by following the OTDA's procedures and using the information provided with a payment (e.g., custodial parent name, noncustodial parent name, Social Security Number, docket number) in an attempt to identify the CSMS account number(s) to which the payment should be posted. The degree of difficulty encountered in effecting CSMS account identification varies according to the caseload of the local district. Hamilton County, with 159 CSMS accounts is at one end of the spectrum, while New York City, with 296,611 is at the other. There are a number of surnames

in New York City that are common to a great number of noncustodial parents, whereas in Hamilton County, there may be very few noncustodial parents with similar surnames. The various searches to be performed are one or all of the following:

4.1.2.3.4.1 Noncustodial/Custodial Parent Name Search: matching the custodial or noncustodial parent name on a CSMS account to a similar name on a payment document plus matching a secondary identifier provided with the payment (e.g., Social Security Number, docket number, address) to similar additional information on that CSMS account.

4.1.2.3.4.2 Social Security Number (SSN) Search: matching the custodial or noncustodial parent SSN on a CSMS account to a similar SSN on a payment document plus matching a secondary identifier provided with the payment (e.g., noncustodial or custodial parent name, docket number, address) to similar additional information on that CSMS account.

4.1.2.3.4.3 Docket Number Search: matching the docket number on a CSMS account to a similar docket number on a payment document plus matching a secondary identifier provided with the payment (e.g., noncustodial or custodial parent, Social Security Number, address) to additional information on that CSMS account. If a match occurs as a result of the docket number search, a noncustodial parent name search (as noted above) must be conducted to ensure that the noncustodial parent does not have additional CSMS accounts with the same custodial parent. If additional CSMS accounts are found for a particular noncustodial parent, the Contractor must complete Multiple Account Identification Procedures noted in 4.1.2.3.7 of this RFP.

4.1.2.3.5 If an exact match occurs as a result of completing tasks associated with 4.1.2.3 of this RFP and

4.1.2.3.5.1 A single noncustodial parent CSMS account is identified; the contractor must extract and record data in accordance with 4.1.2.4 of this RFP.

4.1.2.3.5.2 Multiple noncustodial parent CSMS accounts are identified, the contractor must complete Multiple Account Identification Procedures as noted in 4.1.2.3.7 of this RFP.

4.1.2.3.6 For a noncustodial parent payment, if a match does not identify a CSMS account for the noncustodial parent as a result of completing tasks associated with 4.1.2.3.4 of this RFP, the Contractor must follow procedures for Posting Payments to a Suspense Account as noted in 4.1.2.3.8 of this RFP.

4.1.2.3.7 Multiple CSMS Accounts - The Contractor must prorate noncustodial parent payments when an unidentified payment has been found to be identified to a particular noncustodial parent that has multiple active CSMS accounts. The Contractor must follow the OTDA's Proration Procedures for determining the amount of the payment (some, all or none) to be applied to the various accounts.

4.1.2.3.8 Posting Payments to a Local District CSMS Suspense Account - The Contractor must verify that research has been completed as required in 4.1.2.3 of this RFP. The Contractor must record and post the payment to a specific local district CSMS suspense account number as designated by the respective local SCU for accounting for unidentified payments. The Contractor must

record the information on the payment datafile in the format required in Appendix F of this RFP.

4.1.2.4 **Data Capture Requirements** - The Contractor is required to employ state-of-the-art equipment and software to ensure that the required tasks are completed as efficiently and effectively as possible. The Contractor must ensure that data is captured within the performance measures outlined in 5.1 of this RFP pertaining to accuracy, accountability and confidentiality. Information must also be gathered by the Contractor to support the various reporting requirements in this RFP. The accuracy of machine processing can vary depending upon process flow rates and equipment limitations. The Contractor is responsible for quality assurance measures sufficient to ensure meeting the required milestones, deliverables and performance measures outlined in 5.1 of this RFP. The Contractor must, at a minimum, capture the data as required in Appendix E of this RFP for the various sources of payments.

4.1.2.4.1 Edits – The contractor is responsible for maintaining edits for:

4.1.2.4.1.1 identifying any remittor of previously remitted payments with non-sufficient funds (NSF);

4.1.2.4.1.2 verifying that the CSMS account number recorded for each payment is a valid number originally issued by CSMS (i.e., ensures that all nine (9) characters exactly match);

4.1.2.4.1.3 verifying that the CSMS account number exists in the local district to which the payment has been identified (e.g., a payment made payable to the Erie County SCU must contain an Erie County CSMS account number that represents a noncustodial parent account resident in Erie County's CSMS database).

4.1.2.5 **Exception Processing** – The Contractor must perform, at a minimum, the following exception processing:

4.1.2.5.1 Payments Payable in Foreign Funds – The contractor must process foreign fund payments as follows:

4.1.2.5.1.1 arrange with the bank, under contract with the OTDA to provide banking services, to receive by facsimile or in an electronic format on a daily basis a guaranteed exchange rate for converting foreign funds to the equivalent in U.S. dollars.

4.1.2.5.1.2 maintain and complete an electronic foreign currency log that records the exchange rate and conversion of foreign payments each day to U.S. dollars.

4.1.2.5.1.3 create a means for identifying payments received payable in foreign funds, e.g., unique batch designation, etc.

4.1.2.5.1.4 verify that the transaction is in balance before and after conversion.

4.1.2.5.2 Payments for Multiple SCUs – The Contractor must receive and process payments in one of the following formats:

4.1.2.5.2.1 single payment made payable to New York State Child Support Processing Center (NYSCSPC) mailed with hard copy listing containing noncustodial parent payment data;

4.1.2.5.2.2 single payment made payable to NYSCSPC mailed with a cartridge or computer tape containing noncustodial parent payment data;

4.1.2.5.2.3 EFT to NYSCSPC bank account accompanied with electronic data information (EDI) representing noncustodial parent payment data. EFT/EDI acceptable only in CCD+ and CTX banking conventions where noncustodial parent payment data is provided in the addendum record to be included with the CCD+ or CTX transaction;

4.1.2.5.2.4 EFT to NYSCSPC bank account and noncustodial parent data in the form of hard copy listing mailed separately; and

4.1.2.5.2.5 EFT to NYSCSPC bank account and noncustodial parent payment data on cartridge or computer tape mailed to Processing Center.

4.1.2.5.3 Processing Multiple SCU Payments – The Contractor must process multiple SCU payments as follows:

4.1.2.5.3.1 verify that the total amount remitted for all SCUs equals the total amount of the individual noncustodial parent payments for all SCUs. The Contractor must immediately contact the employer by telephone and reconcile any differences.

4.1.2.5.3.2 segregate each SCU's payments and capture the required data for each individual noncustodial parent payment as noted in 4.1.2.4 of this RFP.

4.1.2.5.3.3 payments must be deposited into the NYSCSPC bank account.

4.1.2.5.3.4 each local district's funds must be transferred from the NYSCSPC bank account to their respective SCU bank account.

4.1.2.5.3.5 complete and detailed records must be kept by the Contractor sufficient to ensure that each multiple SCU payment has been accounted for and fully processed.

4.1.2.5.4 Payments Received by Electronic Funds Transfer (EFT) – The Contractor must develop a process to receive and process EFT payments transmitted through the Automated Clearing House (ACH) system in either of the following formats:

4.1.2.5.4.1 single noncustodial parent EFT accompanied with electronic data information (EDI) in the CCD+ only banking convention. The Contractor must provide outreach materials to noncustodial parents who wish to submit payments via EFT.

4.1.2.5.4.2 single or multiple employer EFT payments accompanied with EDI. EFT/EDI acceptable only in CCD+ and CTX banking conventions where noncustodial parent payment information is provided in an addendum record.

4.1.2.5.4.3 single or multiple Other State child support agencies' EFT payments accompanied with EDI. EFT/EDI acceptable only in CCD+ and CTX banking conventions where noncustodial parent information is provided in an addendum record.

4.1.2.5.4.4 single or multiple Financial Institution Property Executions EFT payments accompanied with EDI. EFT/EDI acceptable only in CCD+ and CTX banking

conventions where noncustodial parent information is provided in an addendum record.

4.1.2.5.4.5 single or multiple miscellaneous EFT for Internet or credit card payments accompanied with EDI. EFT/EDI acceptable only in CCD+ and CTX banking conventions where noncustodial parent information is provided in an addendum record.

4.1.2.5.4.6 the Contractor must develop a process to receive EFT payments and EDI from the OTDA's Banking Services Contractor. Those payments must be processed as follows:

4.1.2.5.4.6.1 receive EFT/EDI information from Banking Services Contractor using TCPIP protocol via secure FTP with PGP encryption.

4.1.2.5.4.6.2 complete data capture tasks sufficient to obtain information to include all EFT/EDI payments on the daily, payment datafile (see 4.1.2.1.3 and 4.1.2.4 of this RFP).

4.1.2.5.4.6.3 maintain and assign unique processing identifier for EFT/EDI payments.

4.1.2.5.4.6.4 record a unique EFT transaction number for each payment transaction on the datafile sent to the OTDA that will provide a sufficient audit trail acceptable to the OTDA.

4.1.2.5.4.6.5 reconcile total EFT/EDI transactions from Banking Services Contractor to datafile created.

4.1.2.5.5 Property Execution Payments – The Contractor must develop a process for Property Execution payments received in either of the following formats:

4.1.2.5.5.1 mail payments accompanied with:

4.1.2.5.5.1.1 a coupon(s) denoting "53" payment.

4.1.2.5.5.1.2 any documentation and/or notation indicating that the payment is resulting from Property Execution.

4.1.2.5.5.1.3 FAX walk-in sheet from a local district with Property Execution information.

4.1.2.5.5.1.4 EFT/EDI from Banking Services Contractor with unique Property Execution identifier.

4.1.2.5.5.2 Property Execution payments received by EFT must be processed as follows:

4.1.2.5.5.2.1 receive EFT/EDI information from Banking Services Contractor.

4.1.2.5.5.2.2 complete data capture tasks sufficient to obtain information to include all EFT/EDI payments on the daily payment datafile to be sent to the OTDA (see Appendix F of this RFP).

4.1.2.5.5.2.3 maintain and assign unique processing identifier for EFT/EDI Property Execution payments (see 4.1.2.5.4.6 of this RFP).

4.1.2.5.5.2.4 record a unique EFT transaction number for each payment transaction on the datafile sent to the OTDA that will provide a sufficient audit trail acceptable to the OTDA.

4.1.2.5.5.2.5 reconcile total EFT/EDI transactions from Banking Services Contractor to datafile created.

4.1.2.5.6 Noncustodial Parent Payments Requiring Proration – The Contractor must:

4.1.2.5.6.1 verify that a proration worksheet has been completed by following the OTDA proration procedures.

4.1.2.5.6.2 maintain a copy of the proration worksheet.

4.1.2.5.6.3 create a payment batch.

4.1.2.5.6.4 provide required individual noncustodial parent payment data (see Appendix E of this RFP).

4.1.2.5.7 Unsigned Business Checks – For an employer, financial institution or other state child support agency payment, in the event that a business check presented does not contain an authorizing signature, the Contractor must contact the issuing business in accordance with 4.10 of this RFP.

4.1.2.5.8 Electronically Submitted Employer Payments (Other Than EFT) – The Contractor must receive electronically submitted employer payments in the following formats:

4.1.2.5.8.1 single payment accompanied with individual noncustodial parent information on cartridge or computer tape.

4.1.2.5.8.2 EFT of payment and mail receipt of individual noncustodial parent information on cartridge or computer tape.

4.1.2.5.8.3 EFT of payment and electronic file transfer of noncustodial parent information via TCPIP/FTP or some other protocol as designated by the OTDA.

4.1.2.5.8.4 Electronically Submitted Payments (other than EFT) must be processed as follows:

4.1.2.5.8.4.1 receive EFT information from Banking Services Contractor.

4.1.2.5.8.4.2 complete data capture tasks using noncustodial parent information provided in electronic format to obtain information to include all payments on the daily payment datafile to be sent to the OTDA (see 4.1.2.4 of this RFP).

4.1.2.5.8.4.3 assign unique processing identifier for each electronically submitted payment (other than EFT).

4.1.2.5.8.4.4 record a unique processing identifier for each electronically submitted payment that will provide an audit trail acceptable to the OTDA.

4.1.2.5.8.4.5 reconcile total electronically submitted payment amounts recorded on the datafile to be sent to the OTDA, to the sum of the EFT amounts from the Banking Services Contractor and the sum of the payments received with and computer cartridges/tapes.

4.1.2.5.8.5 the Contractor must immediately contact the employer/other State/Financial Institution by telephone and reconcile any differences between the funds remitted and the noncustodial parent payment information provided. The reconciliation must be completed within the timeframe noted in 5.1 of this RFP.

4.1.2.5.8.6 create individual payment records with identifiers that support identifying the various sources of payments to ensure maintaining the accountability and reporting requirements of the OTDA (see 5.14 of this RFP).

4.1.2.5.8.7 include payments on the datafile to be sent to the OTDA (see 5.1.4.5 of this RFP).

4.1.2.5.9 Walk-In Payment Received at Local District Office – The Contractor must process Walk-In payments as follows:

4.1.2.5.9.1 receive facsimile sheet from local district containing individual noncustodial parent information.

4.1.2.5.9.2 create individual payment records with identifiers that support identifying the various sources of payments to ensure maintaining the accountability and reporting requirements of the OTDA (see Appendix E of this RFP).

4.1.2.5.9.3 include payments on the datafile to be sent to the OTDA (see 5.1.4.6 of this RFP).

4.1.2.5.10 Cash Payments Received in the Mail – The Contractor must process Cash Payments as follows:

4.1.2.5.10.1 receive a copy of receipt prepared by mail opening section supervisor.

4.1.2.5.10.2 create individual payment records with identifiers that support identifying the various sources of payments to ensure maintaining the accountability and reporting requirements of the OTDA (see Appendix E of this RFP).

4.1.2.5.10.3 include payments on the datafile to be sent to the OTDA (see 5.1.4.6 of this RFP).

4.1.2.6 Verifying Remittance Totals – In order to support the accountability; datafile format; deposit preparation; and general reporting requirements, the Contractors payment process must entail grouping payments by source code, payment type, or some other means. The grouping of payments must lead to a segregation process during which the Contractor must perform, at a minimum, the following tasks:

4.1.2.6.1 Ascertaining deposit totals by ten keying every legally acceptable payment amount as recorded on each payment by the remittor.

4.1.2.6.2 Independently verifying payment amount totals to similar group totals on the payment datafile prior to sending that datafile to the OTDA by entering the total amount of each group of payments, obtained from completing 4.1.2.6.1 of this RFP, into a software application that will automatically verify and identify any discrepancy with datafile totals. The file must not be transmitted to the OTDA until every local district's datafile total is in balance with the total deposit and subsequent wire transfers to be made for the respective local districts.

4.1.2.6.3 Reconciling any discrepancies identified in 4.1.2.6.2 of this RFP prior to transmitting the payment datafile to the OTDA.

4.1.2.6.4 Further processing – The Contractor must perform the following tasks:

4.1.2.6.4.1 Segregating remittance devices from source documents, e.g., coupons, listings, etc.

4.1.2.6.4.2 Endorsing and recording an audit trail on the back of the every payment that includes, at a minimum, the following information:

Deposits for the New York State Processing Center Bank Account

"FOR DEPOSIT ONLY"
NYSCSPC bank account number
Processing Date
Batch or Grouping Number
Transaction Number
Sequence Number

4.1.2.6.4.3 Encoding on the lower right hand portion of every payment the magnetic ink character recognition (MICR) line on the front of each payment, the legal amount of that payment.

4.1.2.6.4.4 Recording an Audit Trail on the back of any associated coupon, which includes, at a minimum, the following information:

Processing Date
Batch Number
Sequence Number
District Name
County Support Collection Unit
Multiple Accounts Indicator
Non-Multiple Accounts Indicator
Repeat of Batch Number
Repeat of Sequence Number

4.1.2.6.5 Generating and printing a summary report for all verified and balanced groupings/payments with separate totals for the NYSCSPC.

4.1.2.6.6 Verifying each local district payment file data to each local district wire transfer to the total deposit and reconciled discrepancies.

4.1.2.7 Transmitting Payment Data to the OTDA – The Contractor must create and transmit to the OTDA a daily payment file in the format required by the OTDA. The Contractor must, at a minimum, perform the following tasks:

4.1.2.7.1 Extracting and Consolidating Payment Data - The Contractor must perform the following tasks:

4.1.2.7.1.1 create and print a consolidated report of transactions contained on the payment datafile.

4.1.2.7.1.2 print a summary deposit report.

2007

4.1.2.7.1.3 verify, district by district, total payment data to each local district wire transfer to the total deposit and reconcile discrepancies;

4.1.2.7.2 Transmitting Payment Data - The Contractor must perform the following tasks:

4.1.2.7.2.1 create five separate files with header records which will identify the payment file and contain records for local districts grouped as follows:

File #1: Albany County through Erie County
File #2: Essex County through Nassau County
File #3: Niagara County through Saratoga County
File #4: Schenectady County through Yates County
File #5: New York City

4.1.2.7.2.2 transmit electronically via TCPIP/FTP, five separate payment datafiles to the OTDA with each file in the format required in Appendix F of this RFP.

4.1.2.7.2.3 verify receipt of five payment files by accessing CSMS and performing STRUN job monitoring verification in accordance with the OTDA requirements and printing and maintaining a copy of each daily file verification.

4.1.2.7.2.4 complete a payment file transmission log in accordance with 5.1.4.15.4 of this RFP.

4.1.2.7.2.5 provide electronic copies of consolidated Payment Detail Report to OTDA as required.

4.1.2.7.2.6 backup, to the electronically transmitted datafile in those instances where transmission cannot be completed, will be to provide the datafile on cartridge or computer tape as directed by the OTDA and for the Contractor to deliver it to the OTDA.

4.1.3 Deposit Payments

4.1.3.1 Preparing Deposit Slips - The Contractor must complete the following tasks:

4.1.3.1.1 Verify deposit amounts – The Contractor must ten key individual deposit amounts by ten keying deposit batch totals and reconciling the total deposit to the deposit summary report prepared in 4.1.2.6.5 of this RFP.

4.1.3.1.2 Prepare encoded deposit tickets.

4.1.3.1.3 Prepare for the NYSCSPC deposit slips with an original and three copies and record the respective daily deposit total of all payments processed.

4.1.3.1.4 Provide a ten-key tape of each payment included in a NYSCSPC deposit.

4.1.3.1.5 Configure the deposits in the format required by the Banking Services Contractor.

4.1.3.2 Delivery of Deposits - Sign over the deposits to a bonded courier, which delivers them to the Banking Services Contractor facility.

4.1.4 Non-Sufficient Funds (NSF) Collections – The Contractor is required to secure collection on all deposited payment instruments returned from the bank as unpaid.

4.1.5 Controls and Records

4.1.5.1 Maintaining Controls - The Contractor must perform all tasks by:

4.1.5.1.1 Maintaining sufficient controls and records that conform to generally acceptable accounting principles.

4.1.5.1.2 The controls and records must be maintained in each and every area of payment processing and must include but are not limited to the following:

-Maintenance of accurate audit trails
-Separation of functions
-System of checks and balances
-Ensuring the controls and records established by the Contractor are assigned to protect against error and fraud as defined by the guidelines established by the New York State Comptroller's Office and the OTDA regulations and requirements.

4.1.5.1.3 Conducting internal audits to ensure accountability of funds.

4.1.5.1.4 Maintaining sufficient controls to ensure that every payment received is fully processed and accounted for.

4.1.5.2 Error Correction - Payment processing errors can be detected by the Contractor or the OTDA staff during processing or subsequent to the transmission of the payment information to the OTDA. The Contractor must perform the following tasks when errors are brought to the Contractor's attention:

4.1.5.2.1 Errors Detected During Processing - must be corrected prior to completing payment processing. Processing procedures must then be modified to ensure the error does not occur again in the future.

4.1.5.2.2 Errors Detected After Payment File Has Been Transmitted to the OTDA - in most instances, will have to be corrected by the local district. The Contractor must immediately notify the OTDA of any errors they detect and the Contractor must complete the corrective action requested by the OTDA. The Contractor must then modify procedures and internal controls necessary to ensure that the error does not occur again in the future.

4.1.5.3 Documentation/Records - The Contractor must provide the documentation and/or records electronically (see 5.1.4.10 of this RFP) for the following items:

4.1.5.3.1 Suspense Documentation - The Contractor must provide each local district with legible copies of the payment documentation to support the payments processed to each of the local districts' suspense accounts, e.g., copies of payments, coupons, payment stubs, correspondence, envelopes and pay listings.

4.1.5.3.2 Payment Documentation Requests - On a daily basis, local districts request payment documentation for payments processed in the past, anywhere from the prior day's processing to past years processing. The Contractor must establish an electronic method for local districts and the OTDA to request documentation. The Contractor must provide the requested payment documentation electronically, including readable copies mirroring the front of

payments, coupons, envelopes and the source documentation received with each payment.

4.1.5.3.3 Rejected Transaction Documentation - On a daily basis, the Contractor must determine for each of the fifty-eight (58) local districts, the rejected payment processing transactions from the previous days processing. The Contractor must electronically provide the payment processing documentation for each of the rejected transactions including readable copies mirroring the front of payments, coupons, envelopes and the source documentation received with each payment and any other supporting documentation. The Contractor is required to provide the rejected transaction documentation to the respective local district.

4.1.5.4 Confirmation Requests - On a daily basis, the local districts may request confirmation from the Contractor that payments for a specific noncustodial parent have been processed. The Contractor must electronically provide confirmation that all payments as of a certain date have been processed and that recent suspense postings (see 4.1.2.3.8 of this RFP) have been reviewed and do not include payments for said noncustodial parent. For payments unprocessed for the noncustodial parent, the Contractor must identify and record the payments on the electronic record. The Contractor must have a staff member designated to receive requests, conduct the review of noncustodial parent payments, complete the response form, sign and return the confirmation electronically to the respective local district.

4.1.5.5 Foreign Currency Log - The Contractor must electronically provide copies of payments payable in foreign funds along with the foreign currency log to the respective local district.

4.1.5.6 Non-Sufficient Fund/Misdirect Documentation and Payments Not Acceptable for Deposit – The Contractor must on a daily basis, provide each local district with electronic copies of documentation to support the returning of payments to the remittor as the result of previous NSF, misdirected payments, post dated, lack of signature etc.

4.1.5.7 Payment Sampling - The Contractor must support any payment sampling process required by the OTDA by providing, at a minimum, the following:

4.1.5.7.1 A copy of the payment file(s) on:

electronic media
magnetic media;
hard copy; or
both magnetic media and hard copy.

4.1.5.7.2 the format and payment file layout of the payment file(s), which contains all payment transactions, transmitted to the OTDA.

4.1.5.7.3 providing workspace at the NYSCSPC as deemed necessary by the OTDA to allow for the sampling of payments.

4.1.5.7.4 providing sufficient access, as determined by the OTDA, at the NYSCSPC to the following:

- personal computer(s), which can access CSMS information and provide printed documentation.

- photocopier with sufficient paper supply
- providing copies of payment remittance devices and coupons processed
- additional payment documentation in support of payment processing to include but not limited to: employer listings, check stubs, etc.

4.1.5.7.5 Providing a central collection and disbursement of support payments Contractor staff person knowledgeable of all aspects of payment processing for the purpose of assisting in the sampling process.

4.1.5.8 Security - The Contractor must secure payment operations by:

4.1.5.8.1 Limiting access to payment processing operations to only authorized staff as well as taking into consideration the required separation of functions as noted in 5.1.1.4.10 of this RFP.

4.1.5.8.2 Maintaining camera surveillance of entire payment processing operation to include recording activities.

4.1.5.8.3 Providing secured facility and limit access to payments not processed each day.

4.1.5.8.4 Maintaining a log of visitors, issue visitors badges and ensure visitors are accompanied throughout their visit.

4.1.5.8.5 Notifying and seeking the OTDA prior approval before conducting tours of the processing facility.

4.1.5.8.6 Restricting staff from bringing personal items into payment processing area.

4.1.5.8.7 Maintaining a security checklist whereby designated supervisory personnel perform a thorough security review immediately after payment processing operations are completed each day.

4.1.5.9 Management Reports - The Contractor must provide, at a minimum, the reports required in accordance with 4.1, 5.1 and 5.14 of this RFP, as well as any other report deemed necessary by the OTDA.

4.1.6 OTDA Responsibilities

4.1.6.1 Local District Mailing Addresses - The OTDA will provide the Contractor with the addresses for each local district to which the following items must be mailed:

4.1.6.1.1 Correspondence.

4.1.6.1.2 Supply of SCU pre-printed receipts and blank deposit slips for walk-in payments.

4.1.6.1.3 Reimbursement for payment processing errors.

4.1.6.2 Accessing the CSMS/ASSETS - The OTDA will provide access to CSMS/ASSETS by:

4.1.6.2.1 Assigning to designated Contractor staff a CSMS/ASSETS sign-on and password, which enables them to access each local district CSMS database for the purpose of inquiry only.

2007

4.1.6.2.2 Providing and maintaining the telecommunications line between the Contractor and the OTDA's mainframe link to CSMS.

4.1.6.2.3 Supplying sufficient CSMS printers as deemed necessary by the OTDA for supporting payment processing Contractor tasks

4.1.6.2.4 Providing site survey and installation of the telephone lines to support CSMS access.

4.1.6.2.5 Ensuring accessibility of CSMS database at below noted timeframes:

4.1.6.2.5.1 All Local Districts except New York City
Monday - Friday 7:30 A.M. - 7:00 P.M.
Every Saturday 8:00 A.M. - 3:30 P.M. except not available the last Saturday of the month

4.1.6.2.5.2 New York City
Monday - Friday 8:00 A.M. - 7:00 P.M.
Every Saturday 8:30 A.M. - 3:30 P.M. except not available the last Saturday of the month

4.1.6.3 Child Support Management System (CSMS) Research Procedures - The OTDA will provide the Contractor with the most current CSMS research procedures to be completed by the Contractor upon receipt of payments without a CSMS account number or upon verification that the CSMS account number provided with the payment is not a valid CSMS account numbering in a particular local district. The OTDA will provide updated procedures as it determines necessary to ensure that CSMS account numbers are ascertained in the most thorough and accurate manner.

4.1.6.4 Proration Procedures - The OTDA will provide the Contractor with the most current proration procedures to be completed by the Contractor for noncustodial parent, which have been identified to a noncustodial parent with multiple CSMS accounts. The OTDA will provide updated procedures as it determines necessary to ensure that proration of payments occurs in the most thorough and accurate manner.

4.1.6.5 Child Support Management System (CSMS) Suspense Account Numbers - The OTDA will provide the Contractor with the most current CSMS suspense account number designated by each local district SCU for the various circumstances throughout this RFP, that require posting payments to suspense, e.g., unable to identify a noncustodial parent, or employer payment to a specific noncustodial parent CSMS account number when completing CSMS research as noted in 4.1.2.3 of this RFP.

4.1.6.6 Bank Account Numbers and Blank Deposit Slips for Depositing and Transferring Payments - The OTDA will provide the Contractor with each local district's SCU bank account number for the purpose of wire transferring funds. The OTDA will provide the Contractor with the bank account number of the NYSCSPC bank account for the purpose of depositing/transferring funds.

4.1.6.6.1 The OTDA will provide the Contractor with an initial supply of blank deposit slips for the NYSCSPC bank account. The Contractor will be responsible for ordering additional blank deposit slips from the OTDA Banking Service Contractor.

4.1.6.6.2 The OTDA will provide a contact person for the Banking Services Contractor for ordering of deposit slips.

4.1.6.6.3 Error Detection and Resolution - The OTDA will immediately notify the Contractor of any problem or error regarding payment processing that the OTDA or local districts SCU staff identify. The OTDA will notify the respective local district SCU of any problem or errors that the OTDA or the Contractor has identified. The OTDA will advise local district SCUs of any corrective actions required to be taken by the Contractor or their staff to resolve the problem or correct the error.

4.1.6.7 Payment Documentation - The OTDA will provide the Contractor with imaged electronic documentation on platters for the prior six (6) years.

4.1.6.8 Local district changes in addresses.

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2007

4.2 **Disbursements** – The Contractor must employ state-of-the-art equipment and software to ensure that disbursement functions are performed efficiently and effectively while adhering to the milestones, deliverables and performance standards noted in 4.2 herein and 5.2 of this RFP. The disbursement functions entail generating checks and check registers; issuing and monitoring debit cards; receiving and transferring issuance files, electronic funds transfer files; and maintaining accountability and control for all tasks associated with those functions.

The OTDA requires that the Contractor employ a check disbursement process that generates self sealer checks for any check that is mailed to either custodial parents or payees other than SCUs, such that the check and the envelope for mailing are one document.

The Contractor tasks must, at a minimum, encompass on a daily basis the receipt of electronic datafiles from the OTDA, sorting, printing and mailing checks, allowing for pull and voids prior to mailing and or transferring of electronic files, reconciling disbursements, and forwarding multiple datafiles to the Banking Services Contractor. In addition, the Contractor must maintain blank check stock inventory, supply local districts with blank manual checks, complete tasks in support of Direct Deposit and Debit Card outreach efforts, maintain quality assurance and generate and maintain logs and reports as required by the OTDA. The Contractor staff completing disbursement tasks cannot perform or have access to payment processing functions.

4.2.1 Debit Cards – The Contractor must establish a process to facilitate the issuance and control of debit cards for the sole purpose of depositing child support payments. The Contractor must, at a minimum, perform the following tasks:

4.2.1.1 provide Automated Teller Machines (ATMs) submitted as identified Form OR-13 Appendix C.

4.2.1.2 establish individual banking accounts for custodial parents who elect or are pre-enrolled in the OTDA debit card program.

4.2.1.3 provide CSMS with the banking information necessary for identifying the debit card bank account for the purpose of transferring child support payments (see Appendix F). In the event that a debit card account is no longer the account of deposit, the contractor must notify OTDA of the termination of any debit card bank account.

4.2.1.4 issue and mail debit cards to enrolled custodial parents.

4.2.1.5 notify local districts of rejected transactions from the Banking Services Contractor.

4.2.1.6 perform outreach to custodial parents who have not pinned their debit card.

4.2.1.7 establish a process to cease or terminate individual debit card activity at the request of OTDA.

4.2.1.8 provide for fund reversal, at the request of OTDA, for accounts where no transactions have occurred.

4.2.1.9 manage individual bank accounts in compliance with banking rules and regulations.

4.2.1.10 reissue expiring debit cards.

4.2.2 Debit Card Customer Service: The Contractor must provide customer service in support of the debit card service. Customer Service in support of debit cards must, at a minimum provide for the following:

4.2.2.1 A full service call center that provides for, at minimum, the following custodial parent services:

4.2.2.1.1 -a toll free telephone service
4.2.2.1.2 -access six days per week, except State holidays
4.2.2.1.3 -Hours 7:00A.M. – 7:00 P.M.
4.2.2.1.4 -English and Spanish speaking representatives
4.2.2.1.5 -card activation
4.2.2.1.6 -PIN establishment
4.2.2.1.7 -PIN resetting
4.2.2.1.8 -card replacement
4.2.2.1.9 -account inquiry
4.2.2.1.10 -account balance
4.2.2.1.11 -ATM locations

4.2.2.2 A web based site that provides for, at minimum, the following custodial parent services:

4.2.2.2.1 -access seven (7) days per week, twenty-four (24) hours per day
4.2.2.2.2 -card activation
4.2.2.2.3 -PIN establishment
4.2.2.2.4 -PIN resetting
4.2.2.2.5 -card replacement
4.2.2.2.6 -account inquiry
4.2.2.2.7 -account balance
4.2.2.2.8 –ATM locations

4.2.3 Receiving Datafiles – The Contractor must receive via TCPIP/FTP format the following datafiles in the format required by the OTDA:

4.2.3.1 58 separate check register files
4.2.3.2 58 separate check files
4.2.3.3 58 separate check issuance files
4.2.3.4 58 separate Direct Deposit/Debit Card files
4.2.3.5 58 separate Electronic Funds Transfer files

4.2.4 Printing and Mailing Checks – Two different types of checks are required to be printed. Checks issued between the fifty-eight (58) local district SCUs are herein identified as SCU Checks and they must be printed but not mailed. Although the majority of SCU transactions occur electronically. There remains a small portion of SCU transactions (approximately 350 per month) that must be printed for processing. All other checks issued to either custodial parents or payees other than SCUs must be printed and mailed. The Contractor must employ a process that takes full advantage of zip code plus four bar code U.S. Postal Service discounts with instruction provided by the OTDA. The Contractor must, at a minimum, perform the following tasks:

2007

4.2.4.1 SCU Checks – The contractor must perform the following tasks regarding SCU Checks:

4.2.4.1.1 review the fifty-eight (58) separate check files to identify those checks payable to one of the fifty-eight (58) SCUs. Those checks are recorded at the end of each district's check file received from the OTDA.

4.2.4.1.2 combine the fifty-eight (58) separate groupings of SCU checks into one file.

4.2.4.1.3 use non sealable blank check stock for SCU checks that is compatible with the Contractor's printing equipment, such that the check stock is entirely blank except for an inventory control number and whatever security measures or marks required by the OTDA.

4.2.4.1.4 print and sign the checks.

4.2.4.1.5 pull and void SCU checks requested by local districts.

4.2.4.1.6 display the issuing local district SCU name and address in an area visible as the return address on the checks.

4.2.4.1.7 reconcile the total checks to be issued by identifying beginning check inventory number, number of printed checks, total dollar amount of printed checks, number of pull and voids, total dollar amount of pull and voids, number of purged (destroyed or mutilated) checks and the ending check inventory number.

4.2.4.1.8 perform routine quality assurance to ensure checks are printed legibly and information is aligned properly.

4.2.4.1.9 deliver SCU checks to Payment Processing supervisory staff.

4.2.4.2 All Other Checks

4.2.4.2.1 review each districts check register to ascertain that the beginning check number for each respective local district is in consecutive order from the prior days ending check number.

4.2.4.2.2 combine the fifty-eight (58) separate check files into one file sorting on the zip code plus four data element of the custodial parent address.

4.2.4.2.3 use a separate blank self sealer check stock compatible with the Contractor's printing equipment, such that the check stock is entirely blank except for an inventory control number and whatever security measures or marks required by the OTDA.

4.2.4.2.4 print, sign and seal the checks.

4.2.4.2.5 display the issuing local district SCU name and address in an area visible as the return address.

4.2.4.2.6 include bar-coded address information in the mailing address field of the envelope during the printing process or after sealing on a separate barcode printer/sorter.

4.2.4.2.7 pull and void checks requested by local districts prior to mailing those checks.

2007

4.2.4.2.8 reconcile the total checks to be issued by identifying beginning check inventory number, number of printed checks, total dollar amount of printed checks, number of pull and voids, total dollar amount of pull and voids, number of purged (destroyed or mutilated) checks and the ending check inventory number.

4.2.4.2.9 perform routine quality assurance to ensure checks are printed legibly, information is aligned properly, and each self sealer envelope is fully sealed.

4.2.4.2.10 prepare printed checks for meeting U.S. Postal Service regulations for mass mailing bar coded envelopes.

4.2.4.2.11 deliver checks to U.S. Postal General Mail Facility, Albany, NY.

4.2.5 Inventory Control - The Contractor must:

4.2.5.1 order and maintain sufficient supply of self sealer and non sealable checks to ensure two months supply on hand at all times.

4.2.5.2 complete a control log for both SCU Checks and All Other Checks to include the number of blank checks on hand; new stock received; check stock used, check stock destroyed or not usable, and remaining blank check stock on hand.

4.2.5.3 provide, upon request from the OTDA, a supply of blank checks to be issued manually by local districts. Include these as issued items on Inventory Control log as noted in 4.2.5.2 of this RFP.

4.2.6 Reprints - Occasionally one of the following situations may cause the need to reprint one or several checks:

4.2.6.1 check mutilated in processing
4.2.6.2 check information not aligned properly
4.2.6.3 check number or information inconsistent with check register

If any of the above occurs, the Contractor must perform the tasks in 4.2.4.1.4 through 4.2.4.1.7 of this RFP.

4.2.7 Check Issuance Files – The Contractor must on a daily basis forward the fifty-eight (58) check issuance files to the Banking Services Contractor. The Contractor must perform the following tasks:

4.2.7.1 detect duplicative or lost files.

4.2.7.2 transmit file to bank.

4.2.7.3 confirm file was received by Bank and verify transmitted counts and values.

4.2.7.4 maintain a daily log containing each district's check issuance counts and amounts and statewide totals. A copy of the log must be provided to the OTDA upon request.

4.2.8 Direct Deposit/Debit Card Files - The Contractor must on a daily basis forward the fifty-eight (58) direct deposit/debit card files to the Banking Services Contractor. The Contractor must perform the following tasks:

4.2.8.1 verify dollar values and entry counts.

4.2.8.2 detect item duplication or lost files.

4.2.8.2.1 void transactions requested by local districts prior to transmitting datafiles to the Banking Services Contractor.

4.2.8.2.2 reconcile the total transactions to be transmitted by identifying beginning transaction inventory number, number of transactions, total dollar amount of transactions to be transmitted, number of voided transactions, total dollar amount of voids and the ending transaction inventory number.

4.2.8.3 transmit file to bank.

4.2.8.4 confirm file was received by Bank and verify transmitted counts and values.

4.2.8.5 maintain a daily log containing each district's direct deposit/debit card amounts and statewide totals, which must be forwarded to the OTDA upon request.

4.2.9 Electronic Funds Transfer (EFT) to other Child Support Agencies - The Contractor must on a daily basis forward the fifty-eight (58) electronic funds transfer files to the Banking Services Contractor. The Contractor must perform the following tasks:

4.2.9.1 verify dollar values and entry counts.

4.2.9.2 detect item duplication or lost files.

4.2.9.3 void transactions requested by local districts prior to transmitting datafiles to the Banking Services Contractor.

4.2.9.4 reconcile the total transactions to be transmitted by identifying beginning transaction inventory number, number of transactions, total dollar amount of transactions to be transmitted, number of voided transactions, total dollar amount of voids and the ending transaction inventory number.

4.2.9.5 transmit file to bank.

4.2.9.6 confirm file was received by Bank and verify transmitted counts and values.

4.2.9.7 maintain a daily log containing each district's electronic funds transfer amounts and statewide totals; which must be forwarded to the OTDA upon request.

4.2.10 Controls and Records - The Contractor must be responsible for maintaining sufficient controls and records, which conform to generally acceptable accounting principles. The controls and records must be maintained in all aspects of disbursement and must include but are not limited to the following:

4.2.10.1 maintenance of accurate audit trails.

4.2.10.2 separation of functions.

4.2.10.3 system of checks and balances.

2007

4.2.10.4 establishing controls and records designed to protect against error and fraud as defined by the guidelines established by the New York State Comptroller's Office and the OTDA regulations.

4.2.10.5 conducting internal audits to ensure accountability of funds.

4.2.10.6 maintaining sufficient controls to ensure that every disbursement is fully processed and accounted for.

4.2.11 Security - The Contractor must maintain secure operations by:

4.2.11.1 limiting access to disbursement processing operations to only authorized staff as well as taking into consideration the required separation of functions as noted in 4.2 of this RFP.

4.2.11.2 maintaining camera surveillance of entire disbursement processing operation to include recording activities.

4.2.11.3 providing secured facility and limit access to disbursements not processed each day.

4.2.11.4 restricting staff from bringing personal items into disbursement processing area.

4.2.11.5 maintaining a security checklist where designated supervisory personnel perform a thorough security review immediately after disbursement processing operations are completed each day.

4.2.12 Management Reports - The Contractor must provide, at a minimum, the reports required in accordance with 5.2 and 5.14 of this RFP, as well as any other report deemed necessary by the OTDA.

4.2.13 OTDA Responsibilities - The OTDA will provide the Contractor with:

4.2.13.1 a listing of local district SCU bank account numbers upon which SCU checks will be drawn.

4.2.13.2 blank self sealer and SCU checks. The Contractor must inform the OTDA in advance when additional quantities are needed.

4.2.13.3 a separate telecommunications line between the Contractor and the OTDA's CSMS mainframe for the purpose of the Contractor sending files to the OTDA and receiving files from the OTDA on a daily basis.

4.2.13.4 On a daily basis (Monday - Friday) provide the files identified in Appendix F of this RFP.

4.2.13.5 Local District Mailing Addresses – The OTDA will provide the Contractor with the addresses for each local district to which the following must be faxed or mailed:

4.2.13.5.1 pulled and voided checks

4.2.13.5.2 blank SCU check stock for manually issued checks

4.2.13.5.3 notification of rejected transactions.

4.3 **Billing Statements/Reminders** – The Contractor must employ state-of-the-art equipment and software to ensure that billing statement and employer reminder functions are performed efficiently and effectively while adhering to the milestones, deliverables and performance standards noted in 4.3 and 5.3 of this RFP. The Contractor tasks must encompass the receipt of datafiles, developing and maintaining a mask of generic information, printing and mailing of weekly and monthly noncustodial parent billing statements and monthly small and large employer reminders.

In addition, the production cycles will entail printing billing statements and employer reminders for fifty-seven (57) local districts combined and New York City separately.

4.3.1 Printing and Mailing Noncustodial Parent Billing Statements – The billing statements are to provide an account summary for the respective noncustodial parent as well as providing four tear off coupons to be remitted with support payments. Once a quarter, seven coupons are required to be produced and mailed. The bottom of each coupon must contain an optical character reader (OCR) scan line or some other similar feature, e.g., bar-coding that includes noncustodial parent payment information that must be machine captured by the Contractor. The Contractor must perform the following tasks:

4.3.1.1 Identify whether weekly or monthly production cycle.

4.3.1.2 Receive five separate billing statement datafiles from the OTDA which groups together datafile records for the following local districts:

File #1: Albany County through Erie County

File #2: Essex County through Nassau County

File #3: Niagara County through Saratoga County

File #4: Schenectady County through Yates County

File #5: New York City only

4.3.1.3 Verify that the data on each of the five datafiles is readable, is not a duplicate of a previous file and is of a reasonable size. Notify the OTDA immediately if there is a problem reading the files.

4.3.1.4 Rest of State

4.3.1.4.1 Combining files #1 through #4 and sorting all records in zip code plus four order to attain bar code discounts.

4.3.1.4.2 Identify proper document mask provided by the OTDA.

4.3.1.4.3 Print weekly or monthly billing statements by inserting data from datafiles onto masks at designated areas identified by the OTDA.

4.3.1.4.4 Verifying alignment of data and quality.

4.3.1.4.5 Completing a billing statement production log with documentation as required by the OTDA and sufficient to support expenditure reporting requirements.

4.3.1.4.6 Prepare for mailing by inserting billing statements in a double window envelope as required by the OTDA and include any inserts requested by the OTDA.

4.3.1.4.7 Affixing bar coded address information in accordance with U.S. Postal service specifications.

4.3.1.4.8 Deliver all billing statements to U.S. Postal Service General mail Facility, Albany, NY.

4.3.1.5 New York City

4.3.1.5.1 Sorting all records from file #5 in zip code plus four order.

4.3.1.5.2 Identify proper document mask provided by the OTDA.

4.3.1.5.3 Print weekly or monthly billing statements by inserting data from datafiles onto masks at designated areas identified by the OTDA.

4.3.1.5.4 Verifying alignment of data and quality.

4.3.1.5.5 Completing a billing statement production log with documentation as required by the OTDA and sufficient to support expenditure reporting requirements.

4.3.1.5.6 Prepare for mailing by inserting billing statements in a double window envelope as required by the OTDA and include any inserts requested by the OTDA.

4.3.1.5.7 Affixing bar coded address information in accordance with U.S. Postal service specifications.

4.3.1.5.8 Deliver all billing statements to U.S. Postal Service General Mail Facility, Albany, NY.

4.3.1.6 Re-Prints -The Contractor must record a page number on each statement page for identification purposes, should the need for a re-print arise, i.e.,:

statement mutilated in processing
statement quality below standard

The Contractor must reprint any mutilated or below standard documents or at the request of the OTDA.

4.3.2 Printing and Mailing Employer Reminders – The listings described herein have been in use for several years and must be continued. See Appendix H of this RFP for a sample. The Contractor must on a monthly basis perform the following tasks:

4.3.2.1 receive five separate employer reminder datafiles from the OTDA which groups together datafile records for the following local districts:

File #1: Albany County through Erie County

File #2: Essex County through Nassau County

File #3: Niagara County through Saratoga County

File #4: Schenectady County through Yates County

File #5: New York City only

4.3.2.2 Verify that the data on each of the five (5) datafiles is readable. Notify the OTDA immediately if there is a problem reading the files.

4.3.2.3 Rest of State

4.3.2.3.1 Retrieving files #1 through #4.

4.3.2.3.2 Sorting Employer File - The Contractor must perform the following tasks:

4.3.2.3.2.1 Sorting the employer file to group together noncustodial parents who have a similar employer remitting support payments to an individual Support Collection Unit (SCU) (e.g., all of IBM's Albany County SCU noncustodial parents grouped together followed by all of International Paper's Albany County SCU noncustodial parents, etc.). The sort must be accomplished using the employer identification number from the employer reminder datafile. The resulting file must then be reduced by eliminating those employers who have requested not to receive reminders and for those employers remitting payments in an electronic format.

4.3.2.3.3 Produce an Employer Reminder list mail to those employers who are remitting support payments to the NYSCSPC. The employer reminder list is a pre-printed listing of noncustodial parent information for which the employer enters the date of collection, the payment amount for each noncustodial parent, and the total amount of all payments.

4.3.2.3.4 Printing Reminders - The Contractor must perform the following tasks:

4.3.2.3.4.1 Produce lists in the format approved by the OTDA and using data from the employer reminder datafile as required by the OTDA.

4.3.2.3.5 Verifying alignment of data and quality.

4.3.2.3.6 Completing an employer reminder production log with documentation as required by the OTDA and sufficient to support expenditure reporting requirements.

4.3.2.3.7 Prepare for mailing by inserting employer reminders in double window envelopes as required by the OTDA and include any inserts requested by the OTDA.

4.3.2.3.8 Deliver to U.S. Postal Service General Mail Facility , Albany NY.

4.3.2.4 New York City

4.3.2.4.1 Sorting Employer File - The Contractor must perform the following tasks:

4.3.2.4.1.1 Sorting the employer file to group together noncustodial parents who have a similar employer remitting support payments to the New York City SCU (e.g., all of IBM's noncustodial parents grouped together followed by all of International Paper's noncustodial parents, etc.). The sort must be accomplished using the employer identification number from the employer reminder datafile. The resulting file must then be reduced by eliminating those employers who have requested not to receive reminders and for those employers remitting payments in an electronic format.

4.3.2.4.1.2 Produce an Employer Reminder list mailed to those employers who are remitting support payments to the NYSCSPC. The employer reminder list is a pre-printed listing of noncustodial parent information for which the employer enters the date of collection, the payment amount for each noncustodial parent, and the total amount of all payments.

4.3.2.4.2 Printing Reminders - The Contractor must perform the following tasks:

4.3.2.4.2.1 Produce lists in the format approved by the OTDA and using data from the employer reminder datafile as required by the OTDA.

4.3.2.4.3 Verifying alignment of data and quality.

4.3.2.4.4 Completing an employer reminder production log with documentation as required by the OTDA and sufficient to support expenditure reporting requirements.

4.3.2.4.5 Prepare for mailing by inserting employer reminders in double window envelopes as required by the OTDA and include any inserts requested by the OTDA.

4.3.2.4.6 Deliver to U.S. Postal Service General Mail Facility , Albany NY.

4.3.2.5 Re-Prints -The Contractor must record a page number on each employer reminder page for identification purposes should the need for a re-print arise, i.e.,:

reminder mutilated in processing
reminder quality below standard

The Contractor must reprint any mutilated or below standard documents or at the request of the OTDA.

4.3.3 Controls and Records - The Contractor must maintain sufficient controls to ensure that every billing statement and employer reminder is fully processed.

4.3.4 Security - The Contractor must limit access to production area.

4.3.5 Management Reports - The Contractor must provide, at a minimum, the reports required in accordance with 5.3 and 5.14 of this RFP, as well as any other report deemed necessary by the OTDA.

4.3.6 Inventory Control – The Contractor must order and maintain sufficient supply of blank paper stock, envelopes and other printing supplies to ensure a two month's supply is kept on hand at all times.

4.3.7 OTDA Responsibilities – The OTDA will provide the Contractor with:

2007

4.3.7.1 datafiles referenced in 4.3.1 and 4.3.2 of this RFP.

4.3.7.2 generic mask to be used for billing statements and employer reminders.

4.3.7.3 a listing of employers not to receive reminders.

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4.4 **Notices** - The Contractor must employ state-of-the–art equipment and software to ensure that notice functions are performed efficiently and effectively while adhering to the milestones, deliverables, and performance standards noted in 4.4 and 5.4 of this RFP. The notice functions primarily entail printing and mailing of daily, weekly, monthly, quarterly and annual notices in the formats required by the OTDA. The OTDA is in the process of developing the generation and delivery of notices via an electronic means i.e. flat file data or .pdf formatting. Notice processing also includes the developing of new notices as required by the OTDA. The existing contractor currently produces several notices, which the Contractor must continue to generate and mail. Appendix I contains a listing of those notices and their production cycle. Appendix H contains a sample of each notice.

Paper Notices can present generic information only, generic information with variable data inserted throughout the document and/or either of the aforementioned plus standardized inserts. Notices can be a single page, multiple pages and various sets of documents to be generated per notice. Wherever possible, double sided printing is required to minimize the number of pieces of paper to be mailed.

4.4.1 Printing and Mailing Notices - The Contractor must perform the following tasks:

4.4.1.1 Receive separate datafiles from the OTDA for use in printing notices. The existing types of notices, the frequency of printing and the file medium, i.e. cartridges, TCPIP/FTP, etc. is displayed in Appendix I of this RFP. The datafile format for each notice can be found in Appendix F of this RFP.

4.4.1.2 Identify the production cycle, e.g., daily, weekly, monthly, etc.

4.4.1.3 Verify that the data on each file is readable, is not a duplicate of a previous file and is of reasonable size. Notify the OTDA immediately if there is a problem with the files.

4.4.1.4 Rest of State

4.4.1.4.1 Combine files #1 through #4 (see section 4.3.1.2) and sort all records in zip code plus four order to attain bar code discounts.

4.4.1.4.2 Identify proper document mask provided by the OTDA.

4.4.1.4.3 Print notice by inserting data from datafiles onto masks at designated areas as required by the OTDA.

4.4.1.4.4 Verify alignment of data and quality.

4.4.1.4.5 Complete a notice production log with documentation as required by the OTDA and sufficient to support expenditure reporting requirements.

4.4.1.5 New York City

4.4.1.5.1 Sort all records from file #5, New York City only, in zip code plus four order to attain bar code discounts.

4.4.1.5.2 Identify proper document mask provided by the OTDA.

4.4.1.5.3 Print notices inserting data from datafiles onto masks at designated areas as required by the OTDA.

4.4.1.5.4 Verify alignment of data and quality.

4.4.1.5.5 Complete a notice production log with documentation as required by the OTDA and sufficient to support expenditure reporting requirements.

4.4.1.6 Prepare for mailing by inserting notices in a double window envelope as required by the OTDA and include any inserts requested by the OTDA.

4.4.1.7 Affix bar coded address information in accordance with U.S. Postal Service specifications.

4.4.1.8 Deliver to U.S. Postal Service General Mail Facility, Albany, NY.

4.4.1.9 Re-Prints -The Contractor must record a page number on each notice page for identification purposes should the need for a re-print arise, i.e.,:

notice mutilated in processing
notice quality below standard
request of OTDA

The Contractor must reprint any mutilated or below standard documents.

4.4.2 Quality Control Review - The Contractor must review the actual printing of documents to ensure that a quality notice is produced throughout the production cycle.

4.4.3 Controls and Records - The Contractor must maintain sufficient controls to ensure that every notice is fully processed.

4.4.4 Security - The Contractor must limit access to production area.

4.4.5 Management Reports - The Contractor must provide, at a minimum, the reports required in accordance with 5.4 and 5.14 of this RFP, as well as any other report deemed necessary by the OTDA

4.4.6 Inventory Control – The Contractor must order and maintain sufficient supply of blank paper stock, envelopes and other printing supplies to ensure a two month's supply is kept on hand at all times.

4.4.7 OTDA Responsibilities - The OTDA will provide the Contractor with:

4.4.7.1 Datafiles referenced in 4.4.1.4.1 and 4.4.1.5.1 of this RFP.

4.4.7.2 Generic mask to be used for each notice.

4.4.7.3 For new notices, a written request to print, insert/mail notice and will include the following:

Draft of notice to be developed
Datafile layout
Location of data element insertion in notice, if any
Draft of inserts to be pre-printed and included

Production frequency
Timeline for initial production
Identification of paper type (i.e., perforated, colored, etc.)
Test datafile
Approval signoff

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4.5 **New Hire Notification Processing** – The Contractor must employ state-of-the-art equipment and software to ensure that functions are performed efficiently and effectively while adhering to the milestones, deliverables and performance standards noted in 4.5 and 5.5 of this RFP. The Contractor's new hire functions must entail on a daily basis, receipt of mail, verifying U.S. Postal Services sorting, receipt of magnetic media, receipt of facsimile notification, receipt of Internet notifications, returning misdirected mail, mail opening and sorting, verifying presence of critical data, capturing and verifying data, creation of an electronic new hire notification file to the OTDA identifying duplicate data, returning incomplete or illegible notifications to employers, providing employer outreach and all other ancillary functions required to maintain security and control over the entire process.

The new hire notification information transmitted to the OTDA and the Department of Taxation and Finance (DTF) must be in a format that is compatible with the OTDA CSMS and the DTF's system specifications and facilitates the automatic updating of records. The Contractor responsibilities associated with completing the required new hire notification processing functions are outlined herein.

4.5.1 Mail Receipt, Opening and Sorting – The Contractor must perform the following tasks:

4.5.1.1 Post Office Box - A separate post office box has been rented at the U.S. Postal Service facility located at Old Karner Rd., Albany, NY by the DTF and has been specifically designated for "New Hire Information Process". The Contractor's courier will be authorized to obtain mail from this post office box.

4.5.1.1.1 Receiving Mail - The Contractor is responsible for obtaining the mail from the designated post office box each day, Monday through Saturday, such that all mail placed in those boxes up to 12:00 noon is retrieved each day. It is the Contractor's responsibility to coordinate mail pick-up with the U.S. Postal Service staff at the Old Karner Road General Mail Facility in Albany.

The Contractor must, under no circumstances, commingle the mail obtained for new hire notifications with mail obtained for payment processing or for any other centralized operation required by this RFP.

4.5.1.2 Misdirect Envelopes - The Contractor must review, on a daily basis, all mail received in the post office box designated for the "New Hire Information Process" and outsort all mail that is not addressed to the DTF, New Hire Information Process. The Contractor must return all misdirected mail to the U.S. Postal Service General Mail facility located at Old Karner Road, Albany, NY. Envelopes addressed to one of the payment processing post office boxes must be forwarded to a Payment Processing supervisor the same day received.

4.5.1.3 Opening Mail - The tasks associated with this process are the same whether the mail is opened by machine or by hand. Care must be taken to prevent mutilation of the envelopes and their contents. The Contractor must open each envelope, remove all contents, keep envelopes and contents together, identify new hire information from correspondence and verify all contents have been removed.

4.5.1.4 Sorting - The Contractor must sort the mail as follows:

4.5.1.4.1 Copies of W-4 Employer's Withholding Allowance Certificate
4.5.1.4.2 Individual written notifications
4.5.1.4.3 Hand written or computer generated listings of notifications
4.5.1.4.4 Cartridges, or computer tapes containing notifications
4.5.1.4.5 New hire notification correspondence
4.5.1.4.6 Other correspondence

4.5.1.5 Verifying that Notifications Contain All Critical Data - The Contractor must review each new hire notification received via mail, magnetic media, Internet, or facsimile and outsort any notification that does not contain legible and complete information regarding the following:

Employer Name
Employer Street and City Address
Employer State and Zip Code
Employer Identification Number
Employee Last Name
Employee Social Security Number

4.5.1.6 Outsorting Illegible or Incomplete Notifications - The Contractor must outsort all new hire notifications, which have been found to contain illegible or incomplete information regarding the critical data elements required to be remitted. The Contractor must prepare a letter to be returned with new hire notifications which states the reason(s) for returning the notification and which also specifies the information required and the timeframe by which the notification must be re-submitted by the employer. The Contractor must retain a copy of all returned notifications along with a copy of the letters stating the reason(s) for return.

4.5.2 Internet Submissions – The Contractor must develop and maintain a process to daily retrieve employer new hire submissions from the New York New Hire Website and complete data capture requirements noted in 4.5.3 of this RFP.

4.5.3 Data Capture Requirements – The Contractor must ensure that data is captured from all new hire reporting sources within the performance measures outlined in 5.5 of this RFP pertaining to accuracy, accountability, and confidentiality. Information must also be gathered by the Contractor to support the various reporting requirements in this RFP. The accuracy of machine processing can vary depending upon process flow rates and equipment limitations. The Contractor is responsible for quality assurance measures sufficient to ensure meeting the required milestones, deliverables and performance standards outlined in 4.5 and 5.5 of this RFP. The Contractor must, at a minimum, capture the data as required by 4.5.1.5 and 5.5.2.2 of this RFP, and must:

4.5.3.1 Verify the total records of data captured to the total provided by the employer with the submission.

4.5.3.2 Print a hard copy report of all information retrieved from electronic medium or Internet and include it with the other hard copy documentation received on the same day.

4.5.4 Transmitting New Hire Notification Data - The Contractor must perform the following tasks:

4.5.4.1 Create a separate datafile with header records which will identify new hire information.

4.5.4.2 Record at the end of the file, a summary of the total number of records of new hire notification information to be transmitted that day.

4.5.4.3 Transmit electronically via a TCIP/FTP datafile to the OTDA.

4.5.4.4 Transmit electronically via a TCIP/FTP datafile to the DTF.

4.5.4.5 Verify receipt of the new hire file by accessing CSMS and performing STRUN job monitoring verification in accordance with the OTDA requirements and printing and maintaining a copy of each daily verification.

4.5.4.6 Complete a new hire file transmission log in accordance with 5.5.2.6.2 of this RFP.

4.5.4.7 Print and Distribute copies of consolidated New Hire Notification Detail Report.

4.5.5 Controls and Records - The Contractor must perform tasks by:

4.5.5.1 Maintaining sufficient controls to ensure every new hire notification is fully processed.

4.5.5.2 Conducting internal audits to ensure accurate information is provided to the OTDA.

4.5.6 Error Correction - New hire notification errors can be detected by the Contractor or the OTDA staff during processing or subsequent to transmission of the new hire notification information to the OTDA. The Contractor must perform the following tasks when errors are brought to its attention:

4.5.6.1 Detected During Processing - The Contractor must immediately correct all errors detected during processing.

4.5.6.2 Detected After Processing Completed - The Contractor must notify the OTDA of all errors the Contractor detects after processing has been completed. In most instances, the error must be corrected by the OTDA. However, the Contractor must, within twenty-four (24) hours of the notification of the error, in those cases where the OTDA determines it necessary, complete corrective action by following the OTDA's required procedures within the timeframes requested, complete the OTDA's requested action and provide written documentation detailing the action taken to rectify the error. The Contractor must then modify procedures and internal controls necessary to ensure that the error does not occur again.

4.5.7 Documentation/Records - The Contractor must retain all source documentation received as new hire notifications for a period of six (6) months and the source information must be maintained such that the information is readily identifiable to support:

4.5.7.1 Each individual data element recorded on the datafile submitted to the OTDA as required in 4.5.1.5 of this RFP; and

4.5.7.2 Enable the Contractor to meet the retrievable requirements noted in 5.5.2.8 of this RFP for providing source documents for verifying the accuracy of information provided to the OTDA; and

4.5.7.2.1 Retrieving individual new hire notification datafiles representative of the previous fifteen (15) daily datafiles sent to the OTDA such that they may be re-transmitted to the OTDA in accordance with 5.5.2.4.2 of this RFP.

4.5.8 New Hire Source Types - The Contractor must maintain segregation of new hire notifications by source type in order to meet the OTDA's general reporting requirements as noted in 5.14 of this RFP.

4.5.9 Quality Assurance – The Contractor must maintain a level of quality assurance that ensures that the performance standards in 5.5 of this RFP are met.

4.5.10 Security - The Contractor must secure the new hire notification operation by:

4.5.10.1 Establishing a separate stand-alone unit operation within the existing facility.

4.5.10.2 Performing new hire notification functions only after all other collection and disbursement operations have been completed each day.

4.5.10.3 Maintaining segregation of new hire notification processing such that documents are not commingled with other processing operations or documents.

4.5.10.4 Limiting access to new hire notification processing to only those authorized staff who have completed an "Agreement to Adhere to the Secrecy of the Tax Law and Internal Revenue Code" as provided by OTDA.

4.5.10.5 Maintaining camera surveillance of the entire new hire notification operations to include recording activities.

4.5.10.6 Providing secured facility and limited access to unprocessed new hire notification on hand each day.

4.5.10.7 Maintaining a log of visitors, issuing visitors badges and ensures visitors are accompanied throughout their visit.

4.5.10.8 Restricting staff from bringing personal items into the new hire notification processing area.

4.5.10.9 Maintaining a security checklist whereby designated supervisory personnel perform a thorough security review immediately after new hire notification processing operations are completed each day.

4.5.11 Management Reports - The Contractor must provide, at a minimum, the reports required in accordance with 5.5 and 5.14 of this RFP, as well as any other report deemed necessary by the OTDA.

4.5.12 Employer Outreach - The Contractor must install sufficient facsimile machines to support acceptance of New Hire Notification via facsimile. The Contractor is responsible for providing the OTDA with the fax number(s) to be used by employers.

4.5.12.1 The Contractor is responsible for developing an employer outreach effort designed to:

4.5.12.1.1 provide information to inquiries from employers regarding the formats for submitting New Hire Notification in an electronic medium, i.e., cartridge or computer tape; or via the Internet; and

4.5.12.1.2 Work with employers to coordinate resolution of incomplete or unreadable New Hire Notification information, which was submitted via electronic medium; and

4.5.12.1.3 Provide the OTDA with the telephone numbers of the outreach section. The Contractor is responsible for the costs for the installation of the telephone lines for the outreach effort and to support the fax machines.

4.5.13 OTDA Responsibilities – The OTDA will provide the Contractor with:

4.5.13.1 The address to which new hire notification correspondence should be forwarded to the DTF.

4.5.13.2 Listing of existing facsimile telephone numbers to be maintained by the Contractor.

4.5.13.3 Copies of error reports from the Federal Office of Child Support Enforcement.

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4.6 **Non-IV/D Payment Processing** – The Contractor must employ state-of-the-art equipment and software to ensure that functions are performed efficiently and effectively while adhering to the milestones, deliverables and performance standards noted in 4.6 and 5.6 of this RFP. The Contractors non-IV/D payment processing functions must entail on a daily basis, receipt of mail, mail opening and sorting, creating a masterfile record from copies of court orders, recording payments on the respective masterfile record, mailing checks to custodial parents, and providing all other ancillary functions required to maintain security and control over the entire process. The Contractor staff performing non-IV/D payment processing tasks cannot perform any functions related to payment processing operations noted in 4.1 of this RFP.

4.6.1 **Masterfile Record** – The Contractor must establish a masterfile of non-IV/D cases consisting of data received from the existing masterfile (Contractor) and including any new records created by extracting information from court orders. The required data to be captured for each masterfile record is identified in 5.6.4 of this RFP. The Contractor must contact the court and/or the employer if any of the masterfile record information is missing in order to ensure that complete information is maintained for each record.

4.6.2 **Mail Receipt, Opening and Sorting** – The Contractor must perform the following tasks:

4.6.2.1 Maintain the post office box established for non-IV/D payment processing.

4.6.2.2 Obtain the mail from the post office box at the earliest possible time each morning. The Contractor must use a secure courier when transporting the mail.

4.6.2.3 Sort through the mail prior to opening the envelopes to identify and out sort envelopes, which are not addressed to the non-IV/D payment processing post office box. Envelopes addressed to one of the payment processing post office boxes must be forwarded to a payment processing supervisor the same day as received.

4.6.2.4 Open each envelope, remove all contents, keep envelope and contents together and verify that all contents have been removed.

4.6.2.5 Sort the opened and extracted mail as follows:

4.6.2.5.1 Child support payments received addressed to the non-IV/D post office box
4.6.2.5.2 Non-IV/D payments
4.6.2.5.3 Non-IV/D Copies of court orders/ income executions
4.6.2.5.4 Correspondence and other documents
4.6.2.5.5 Returned payment with new address
4.6.2.5.6 Returned payment without new address
4.6.2.5.7 Non-IV/D Verification of Address Form

4.6.3 **Child Support Payments** - The contractor must forward to the payment processing supervisor, the same day as received, any child support payment addressed or received to the Non-IV/D post office box.

4.6.4 **Non-IV/D Payments** – The Contractor must perform the following tasks:

4.6.4.1 Compare information on the payment and any correspondence with the payment to the masterfile records. Those payments not matching an existing masterfile record must be stored in a safe and must be processed as required in 5.6.4 of this RFP.

4.6.4.2 For those payments matched to a masterfile record, record the following data elements on the masterfile record:

Remittance Number
Date Received
Payment Amount
Payment Date
Mailing Date
Return Mail Date
Remailing Date

4.6.4.3 Place the payment in an envelope addressed to the custodial parent of record and mail the payment within the timeframe required in 5.6.6 of this RFP

4.6.5 **Non-IV/D Court Orders/Income Executions -**The contractor must for every Non-IV/D court order/income execution order received, create an individual record that includes as a minimum the components identified in 5.6.4.

4.6.6 **Correspondence and Other Documents** - The contractor must, by 3:30 each day, deliver any correspondence and other documents not related to the non-IV/D process and any other documents to the OTDA's on-site staff. Correspondence received relating to non-IV/D must be, responded to by the Contractor within twenty-four (24) hours of receipt.

4.6.7 **Returned Payments with New Address** – The Contractor must perform the following tasks:

4.6.7.1 Update Masterfile Record with new Custodial Parent Care of Address, Street Address, City, State and Zip Code as indicated.

4.6.7.2 Place original contents in a new envelope, enter the new address as the mailing address, and mail the new envelope.

4.6.8 **Payments Returned with an Undeliverable Mailing Address** – The Contractor must perform the following tasks:

4.6.8.1 Search Custodial Parent's SSN on CSMS.

4.6.8.2 If Custodial Parent SSN is found and the address on CSMS is different than the address on the Masterfile Record, send a letter to Custodial Parent together with Verification of Address form. If the address on CSMS is the same as the address on the Masterfile, send the OTDA approved form and check to the court that issued the Income Deduction Order.

4.6.8.3 If Custodial Parent SSN is not found, send the OTDA approved form and check to the court that issued the Income Deduction Order.

4.6.9 **Verification of Address Forms** – The Contractor must perform the following tasks:

4.6.9.1 Update the Masterfile Record with new custodial parent care of address, street address, city, state and zip code as indicated.

4.6.9.2 Place original contents in a new envelope, enter the new address as the mailing address, and mail the new envelope.

4.6.9.3 If completed Verification of Address form is not returned, send OTDA approved form and check to the court that issued the Income Deduction Order.

4.6.10 **Responding to Inquiries** – The Contractor must provide, upon request from either the custodial, non-custodial parent, representing attorney, the court, or the OTDA, a complete copy of their case record information within the timeframe noted in 5.6.9 of this RFP.

4.6.11 **Record Retention** – The Contractor must keep copies of all source documentation as required by 5.6.10 of this RFP.

4.6.12 **Controls and Records** – The Contractor must be responsible for maintaining sufficient controls and records, which conform to generally, accepted accounting principles and practices. The controls and records must be maintain in an area separate and distinct from child support payment processing and must include, but are not limited to the following:

4.6.12.1 Maintenance of audit trails
4.6.12.2 Separation of functions
4.6.12.3 Systems of checks and balances
4.6.12.4 Establishing controls and records designed to protect against error and fraud as defined by the guidelines established by the New York State Comptroller's Office and the OTDA regulations.

4.6.13 **Logs and Reports** – The Contractor must maintain a daily log which contains, at a minimum, the following:

number of court orders received
number of payments received
number of payment disbursed
number of requests for copies of records
number of payments unprocessed and stored in safe

The Contractor must submit a monthly report to the OTDA as required by 5.6.11.2 of this RFP. The Contractor will provide any other report deemed necessary by the OTDA.

4.6.14 **Security** – The Contractor must secure non-IV/D payment operations by:

4.6.14.1 Limiting access to non-IV/D payment processing operations to only authorized staff as well as taking into consideration the required separation of functions as noted in 4.6 of this RFP.

4.6.14.2 Maintaining camera surveillance of entire payment processing operation to include recording activities.

4.6.14.3 Providing secured facility and limit access to payments not processed each day.

4.6.14.4 Restricting staff from bringing personal items into non-IV/D processing area.

4.6.15 **OTDA Responsibilities** – The OTDA will provide the Contractor with:

4.6.15.1 Listing of existing masterfile cases

4.6.15.2 Documentation currently retained.

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4.7 **Data Capture Services** – The Contractor must employ state-of-the-art equipment and software to ensure that data capture functions are performed efficiently and effectively while adhering to the milestones, deliverables and performance standards noted in 4.7 and 5.7 of this RFP. The data capture functions herein are exclusive of those data capture requirements found in other centralized operations within this RFP, e.g., payment processing, new hire processing, etc. Twelve (12) separate and distinct data capture processes are performed by the existing Contractor and must be continued by the successful Offeror. They are: Cost of Living Adjustment (COLA) Requests, Non-Disclosure Requests, State Case Registry Notifications, Quick Locate Requests, Medical Support Orders, Direct Deposit and Debit Card Requests, Interstate Case Registry, Requests for PINs, Bankruptcy Notices, Multiple Document Data Capture (IEX, WHBR, NCMP and SWR), Case Closure and Noncustodial Parent Address Update. In addition, the Contractor must develop any new data capture processes as requested by the OTDA.

Each data capture process may encompass the receipt of mail, mail opening and sorting, data capture, creation and transmission of an electronic datafile or on line data entry, storage of documents and all ancillary functions required to maintain security and control over each respective process.

4.7.1 Cost of Living Adjustment (COLA) Requests – The Contractor must at a minimum, perform the following tasks:

4.7.1.1 Maintain the post office box established for COLA Requests.

4.7.1.2 Obtain the mail from the post office box at the earliest possible time each morning. The contractor must use a secure courier when transporting the mail.

4.7.1.3 Sort through the mail prior to opening the envelopes to identify and outsort envelopes, which are not addressed to the COLA return post office box. Envelopes addressed to one of the payment processing post office boxes must be forwarded to a payment processing supervisor the same day as received.

4.7.1.4 Open each envelope, remove all contents, keep envelope and contents together and verify that all contents have been removed.

4.7.1.5 Sort the opened and extracted mail as follows:

4.7.1.5.1 Child support payments received in COLA return envelopes
4.7.1.5.2 Returned mailings as undeliverable
4.7.1.5.3 Valid request mailers
4.7.1.5.4 Invalid request mailers
4.7.1.5.5 Correspondence

4.7.1.6 Child support payments must be immediately forwarded to a payment processing supervisor the same day as received.

4.7.1.7 Sort valid returned mailers, including those with correspondence by local district and then within each local district, sort by custodial parent request versus noncustodial parent request.

4.7.1.8 Correspondence must be packaged by photocopying the returned mailer, attaching the photocopy to any correspondence received, group together by local district and place a cover on the grouping identifying as _____ County COLA Correspondence.

4.7.1.9 Within custodial parent or noncustodial parent COLA request groupings, sort by those returned mailers with:

4.7.1.9.1 Box checked with signature
4.7.1.9.2 Box not checked with signature
4.7.1.9.3 Box not checked and no signature

4.7.1.10 Box not checked and no signature, attach coupon to any correspondence with instructions for correction, sort by local district, apply cover sheet, package and mail.

4.7.1.11 Capture data from return mailers. The COLA notice will have been mailed previously with returnable mailers that will be printed in a format to support OCR or bar code readers, whichever, the Contractor chooses. The Contractor must capture the following data from returned mailers that have been signed with or without the box checked

COUNTY-CODE
CASE-ID
COLA-REQUEST-INDICATOR

4.7.1.12 Process "Undeliverable" COLA Notices as follows:

4.7.1.12.1 Sort envelopes between those with new addresses and those without new addresses.

4.7.1.12.2 Open all envelopes (with and without new addresses). The envelope and its contents must remain together and must be sorted between custodial parent and noncustodial parent.

4.7.1.12.3 For Custodial parent or noncustodial parent notices with a new address:

4.7.1.12.3.1 Photocopy the first page of each notice because it contains case identifying information.

4.7.1.12.3.2 Place original contents in a new envelope addressed to the new address and mail the new envelopes.

4.7.1.12.3.3 Staple the returned envelope with the new address to the photocopy of the first page of each notice.

4.7.1.12.3.4 Sort the returned envelopes with photocopy attached, by local district and identify by applying a cover sheet marked as either:

_County Custodial Parent Notice Returned with New Addresses or _County Noncustodial Parent Notice Returned with New Addresses.

4.7.1.12.4 For Noncustodial parents with a new address, complete the following:

4.7.1.12.4.1 Capture data from photocopies created in 4.7.1.12.3.1 of this RFP, to include at a minimum, the following data elements:

COUNTY CODE
CASE – ID
RESP-RETURN-MAIL-IND

RESPADR-CO-NAME
RESPADR-STREET-ADDR
RESPADR-CITY-ADDR
RESPADR-STATE-ADDR
RESPADR-ZIP-ADDR

4.7.1.12.5 For Custodial parent without a new address:

4.7.1.12.5.1 Sort by local district.

4.7.1.12.5.2 Identify as _____ County Custodial Parent Returned No New Address.

4.7.1.12.5.3 No data needs to be captured for these documents

4.7.1.12.6 For Noncustodial parent notices without a new address:

4.7.1.12.6.1 Sort by each local district

4.7.1.12.6.2 Capture data from the original documents to include at a minimum, the following data elements:

COUNTY-CODE
CASE-ID
RESP-RET-MAIL-IND

4.7.1.12.7 Package all envelopes and photocopies of the first page of each notice to include sorting by each local district and apply a cover sheet as either
_ County Custodial Parent Returned Notice No New Address or
_ County Noncustodial Parent Returned Notice No New Address

4.7.1.13 Create an electronic file in the format required by the OTDA from the data captured in 4.7.1.11, 4.7.1.12.4.1and 4.7.1.12.6.2 of this RFP. Each record must contain the following data elements, whether or not data is available for each element:

COUNTY-CODE
CASE-ID
COLA-REQUEST-IND
RESP-RET-MAIL-IND
RESPADR-C/O-NAME
RESPADR-STREET-ADDR
RESPADR-CITY-ADDR
RESPADR-STATE-ADDR
RESPADR-ZIP-ADDR

4.7.1.14 Transmit datafile to the OTDA in the required format.

4.7.1.15 Mailing

4.7.1.15.1 Consolidate all packaged documents created per 4.7.1.7, 4.7.1.12.3.4 and 4.7.1.12.7 of this RFP. Place in an envelope or box and mail to the respective local district.

4.7.1.16 Retain remaining returned mailers for sixty (60) days and then destroy the documents in a secure and confidential manner.

4.7.2 Request for Non-Disclosure by Federal Case Registry (FCR) – The OTDA completes periodic mailings which provide to custodial parents a notice with a return mailer that will be used to support the creation of an electronic file for automated updating of the Family Violence Indicator on the State Case Registry maintained by the OTDA. The contractor must at a minimum perform the following tasks:

4.7.2.1 Maintain the post office box established for Non-Disclosure Requests.

4.7.2.2 Obtain the mail from the post office box at the earliest possible time each morning. The contractor must use a secure courier when transporting the mail.

4.7.2.3 Sort through the mail prior to opening the envelopes to identify and outsort envelopes which are not addressed to the Non-Disclosure FCR post office box. Envelopes addressed to one of the payment processing post office boxes must be forwarded to a payment processing supervisor the same day as received.

4.7.2.4 Open each envelope, remove all contents, keep envelope and contents together and verify that all contents have been removed.

4.7.2.5 Sort the opened and extracted mail as follows:

4.7.2.5.1 Child support payments received with non-disclosure returns

4.7.2.5.2 Returned notices as undeliverable

4.7.2.5.3 Valid returned mailers, with or without correspondence

4.7.2.5.4 Correspondence only

4.7.2.6 Within custodial parent returned mailer groupings, sort by those return mailers with:

4.7.2.6.1 Box checked and signed

4.7.2.6.2 Box checked and unsigned

4.7.2.6.3 Box not checked and signed

4.7.2.6.4 Box not checked and unsigned

4.7.2.6.5 For box not checked and unsigned, attach return mailer to any correspondence, sort by local district, and apply cover sheet.

4.7.2.7 Capture data from returned mailers, i.e., those with the box checked and signed, the box checked and unsigned, or the box not checked and signed. The non-disclosure notice will have been mailed previously with a returnable mailer that will be printed in a format to support OCR or bar code readers , whichever, the Contractor chooses. The following data must, at a minimum, be captured:

COUNTY-CODE
CSMS-ACCOUNT-NUMBER
CUSTODIAL PARENT ID

4.7.2.8 Process “Undeliverable” Non-disclosure Notices as follows:

2007

4.7.2.8.1 Sort envelopes between those with new addresses and those without new addresses.

4.7.2.8.2 Open all envelopes (with and without new addresses), staple envelope to contents.

4.7.2.8.3 For Non-disclosure notices with a new address:

4.7.2.8.3.1 Photocopy the first page of each notice because it contains case identifying information.

4.7.2.8.3.2 Place original contents in a new envelope and enter new address as the mailing address and mail the new envelopes.

4.7.2.8.3.3 Staple the returned envelope with the new address to the photocopy of the first page of each notice.

4.7.2.8.3.4 Package all envelopes and photocopies of the first page of each notice to include sorting by each local district and apply a cover sheet as _____ County Custodial Parent Returned Notice with New Addresses.

4.7.2.9 Create an electronic file in the format required by the OTDA from the data captured in 4.7.2.7 of this RFP and which includes at a minimum the following data elements:

COUNTY-CODE
CSMS-ACCOUNT-NUMBER
CUSTODIAL PARENT-ID

4.7.2.9.1 Transmit datafile to the OTDA in the required format.

4.7.2.10 Mailing

4.7.2.10.1 Package together by each local district all correspondence and apply a cover sheet _____ County Correspondence.

4.7.2.10.2 Consolidate all packaged documents created per 4.7.2.8.3.4 and 4.7.2.10.1 of this RFP. Place in an envelope or box and mail to the respective local district.

4.7.2.10.3 Retain remaining return mailers for sixty (60) days and then destroy them in a secure and confidential manner.

4.7.3 <u>Request for State Case Registry Data Capture</u> – The Contractor must at a minimum, perform the following tasks:

4.7.3.1 Maintain the post office box established for State Case Registry.

4.7.3.2 Obtain the mail from the post office box at the earliest possible time each morning. The contractor must use a secure courier when transporting the mail.

4.7.3.3 Sort through the mail prior to opening the envelopes to identify and outsort envelopes which are not addressed to the State Case Registry post office box.

Envelopes addressed to one of the payment processing post office boxes must be forwarded to a payment processing supervisor the same day as received.

4.7.3.3.1 Open each envelope, remove all contents, keep envelope and contents together and verify that all contents have been removed.

4.7.3.3.2 Sort the opened and extracted mail as follows:

4.7.3.3.2.1 State case registry data entry forms

4.7.3.3.2.2 Copies of court orders

4.7.3.3.2.3 Correspondence

4.7.3.4 Capture data from data entry forms and copies of court orders The following data must, at a minimum, be captured:

COURT-LOC	PIC 9(2)	
COURT-NAME	PIC X(28)	
RESP-FIRST-NAME	PIC X(16)	
RESP-MIDDLE-NAME	PIC X(16)	
RESP-LAST-NAME	PIC X(30)	
RESP-SSN	PIC 9(9)	
RESP-DOB – CC	PIC 9(2)	
RESP-DOB – YY	PIC 9(2)	
RESP-DOB – MM	PIC 9(2)	
RESP-DOB – DD	PIC 9(2)	
PET-FIRST-NAME	PIC X(16)	
PET-MIDDLE-NAME	PIC X(16)	
PET-LAST-NAME	PIC X(30)	
PET-SSN	PIC 9(9)	
PET-DOB – CC	PIC 9(2)	
PET-DOB – YY	PIC 9(2)	
PET-DOB – MM	PIC 9(2)	
PET-DOB – DD	PIC 9(2)	
CRT-DCKT #	PIC X(12)	NO SPECIAL CHARACTERS
FAM-VIOL-IND	PIC X	Y FOR YES N OR BLANK FOR NO
CHILD-FIRST-NAME	PIC X(16)	UP TO 8 TIMES
CHILD-MIDDLE-NAME	PIC X(16)	UP TO 8 TIMES
CHILD-LAST-NAME	PIC X(30)	UP TO 8 TIMES
CHILD-SSN	PIC 9(9)	UP TO 8 TIMES
CHILD-DOB – CC	PIC 9(2)	UP TO 8 TIMES
CHILD-DOB – YY	PIC 9(2)	UP TO 8 TIMES
CHILD-DOB – MM	PIC 9(2)	UP TO 8 TIMES
CHILD-DOB – DD	PIC 9(2)	UP TO 8 TIMES

Note: Record length will always be the same number of characters, whether or not there is one or eight children. The remaining child data elements must be filled with spaces to complete the required record length.

Also, the Respondent, Petitioner, and Children Names must be presented as separate data elements for First Name, Middle Initial and Last Name.

All data elements must have information left justified.

4.7.3.5 Create an electronic file in the format required by the OTDA from the data captured in 4.7.3.4 of this RFP.

4.7.3.6 Transmit datafile to the OTDA in the required format.

4.7.3.7 Mailing

4.7.3.7.1 Package together by each local district all correspondence and apply a cover sheet _____ County Correspondence.

4.7.3.7.2 Consolidate all packaged documents created per 4.7.3.7.1 of this RFP. Place in an envelope or box and mail to the respective local district.

4.7.3.7.3 Retain data entry forms and copies of court orders for sixty (60) days and then destroy the documents in a secure and confidential manner.

4.7.4 Request for Direct Deposit or Debit Card – Custodial parent may request the direct deposit of their child support payments to their personal bank account or request the issuance of a child support debit card. The Contractor will receive and process direct deposit and debit card requests. The Contractor must perform the following tasks:

4.7.4.1 Maintain the post office box established for electronic payments requests.

4.7.4.2 Obtain the mail from the post office box at the earliest possible time each morning. The contractor must use a secure courier when transporting the mail.

4.7.4.3 Sort through the mail prior to opening the envelopes to identify and outsort envelopes which are not addressed to the electronic payment post office box. Envelopes addressed to one of the payment processing post office boxes must be forwarded to a payment processing supervisor the same day as received.

4.7.4.4 Open each envelope, remove all contents, keep envelope and contents together and verify that all contents have been removed.

4.7.4.5 Sort the opened and extracted mail for Direct Deposit or Debit Card as follows:

4.7.4.5.1 Returned notices as undeliverable

4.7.4.5.2 Completed and signed requests

4.7.4.5.3 Incomplete and signed requests

4.7.4.5.4 Completed and unsigned requests

4.7.4.5.5 Incomplete and unsigned requests

4.7.4.5.6 Correspondence

4.7.4.5.7 For requests that are incomplete and signed or complete and unsigned or incomplete and unsigned, the Contractor must mail them to the custodial parent with a cover letter identifying the missing and required information.

4.7.4.6 Capture data from returned Direct Deposit requests, i.e., those that are completed and signed. The following data must, at a minimum, be captured:

COUNTY-CODE
CSMS-ACCOUNT-NUMBER
CUSTODIAL PARENT ID
DIRECT-DEPOSIT-IND
ROUTING-NUMBER
BANKING-NUMBER
CUSTODIAL PARENT NAME

4.7.4.7 Create an electronic file in the format required by the OTDA (see Appendix F) from the data captured in 4.7.4.6 of this RFP.

4.7.4.8 Transmit datafile on a daily basis to the bank under contract to provide banking services in the required format.

4.7.4.9 Transmit datafile to the OTDA on a daily basis of those records accepted for direct deposit by the bank under contract to provide banking services or those aged greater that seven (7) days, whichever occurs first.

4.7.4.10 For those requests that are rejected by the bank under contract to provide banking services, the Contractor must process on a daily basis according to 4.7.4.5.7 of this RFP, identifying the rejection reason.

4.7.4.11 Capture data from returned debit card request, i.e. those that are completed and signed the following data must, at a minimum, be captured:

-County-Code
-CSMS-Account-Number
-Custodial-Parent
-Debit-Card-IND
-Routing-Number
-Banking-Number
-Custodial-Parent-Name

4.7.4.12 The Contractor must provide OTDA on a daily basis with the debit card account number established as part of 4.2 of this RFP for any completed request for debit cards.

4.7.4.13 Process “Undeliverable” Notices as follows:

4.7.4.13.1 Sort envelopes between those with new addresses and those without new addresses.

4.7.4.13.2 Open all envelopes (with and without new addresses) and staple envelope to contents.

4.7.4.13.3 For those with a new address:

4.7.4.13.3.1 Photocopy the first page of each notice because it contains case identifying information.

4.7.4.13.3.2 Place original contents in a new envelope and enter new address as the mailing address and mail the new envelopes.

4.7.4.13.3.3 Staple the returned envelope with the new address to the photocopy of the first page of each notice.

4.7.4.13.3.4 Package all envelopes and photocopies of the first page of each notice to include sorting by each local district and apply a cover sheet as _____ County Custodial Parent Returned Electronic Payment Notices with New Addresses.

4.7.4.13.4 For those with an undeliverable mailing address package all envelopes and the original direct deposit notices, to include sorting by each local district and apply a cover sheet as _____ County Custodial Parent Returned Electronic Payment Notices without New Addresses.

4.7.4.14 Mailing

4.7.4.14.1 Package together by each local district all correspondence and apply a cover sheet _____ County Correspondence.

4.7.4.14.2 Consolidate all packaged documents created per 4.7.4.13.3.4 and 4.7.4.14.1 of this RFP. Place in an envelope or box and mail to the respective local district.

4.7.4.15 Retain completed and signed direct deposit requests for sixty days and then confidentially destroy them.

4.7.4.16 Controls and Records – The Contractor must maintain sufficient controls and records to ensure that each requirement by the OTDA is satisfied.

4.7.4.17 Security – The Contractor must ensure that the information acquired pertaining to the custodial parent and CSMS records remains confidential.

4.7.5 Quick Locate Requests – The Contractor must at a minimum, perform the following tasks:

4.7.5.1 Contact the OTDA DCSE, Interstate Central Registry Unit once a week to determine if any quick locate request documents have been received and need processing.

4.7.5.2 Retrieve documents noted as available in accordance with 5.7.2 of this RFP using a secured courier service.

4.7.5.3 Sort documents as follows:

Locate Data Sheets
Letters Containing Requests
Miscellaneous Requests

4.7.5.4 Capture data from all documents identified in 4.7.5.3 of this RFP. The following data must, at a minimum, be captured:

NONCUSTODIAL PARENT NAME
FROM (Initiator) NAME
FROM (Initiator) NAME CONTINUATION
FROM (Initiator) STREET
FROM (Initiator) CITY
NAME (Initiator) STATE
FROM (Initiator) ZIP CODE

NONCUSTODIAL PARENT SOCIAL SECURITY NUMBER
NONCUSTODIAL PARENT DATE OF BIRTH
DATE
INITIATING CASE/DOCKET NUMBER

4.7.5.5 Create an electronic file in the format required by the OTDA from the data captured in 4.7.5.4 of this RFP.

4.7.5.6 Transmit datafile to the OTDA in the required format.

4.7.5.7 OTDA Responsibilities – The OTDA will provide the OTDA contract name and telephone number for the Interstate Central Registry contact person.

4.7.6 PIN Notice Generation - The Contractor must at a minimum, perform the following PIN Notice Generation data capture tasks :

4.7.6.1 Maintain the post office box established for PIN requests.

4.7.6.2 Obtain the mail from the post office box at the earliest possible time each morning. The contractor must use a secure courier when transporting the mail.

4.7.6.3 Train and maintain sufficient staff to complete PIN request tasks.

4.7.6.4 Complete the data capture tasks for PIN requests as instructed in the "PIN Notice Generation Procedures" referenced in Appendix H of this RFP.

4.7.7 Noncustodial Parent Address Update – The Contractor must at a minimum, perform the following noncustodial parent address update tasks:

4.7.7.1 Maintain the post office box established for noncustodial parent address updating.

4.7.7.2 Obtain the mail from the post office box at the earliest possible time each morning. The contractor must use a secure courier when transporting the mail.

4.7.7.3 Train and maintain sufficient staff to complete noncustodial parent address update tasks.

4.7.7.3.1 Complete the data capture tasks on a daily basis for noncustodial parent address updated as instructed in the "Non-Custodial Parent Address Update and Data Capture" manual referenced in Appendix H of this RFP.

4.7.8 Interstate Case Registry – The Contractor must at a minimum, perform the following interstate case registry data capture tasks:

4.7.8.1.1 Maintain the post office box established for interstate case registry data capture.

4.7.8.1.2 Obtain the mail from the post office box at the earliest possible time each morning. The contractor must use a secure courier when transporting the mail.

4.7.8.1.3 Train and maintain sufficient staff to complete interstate case registry tasks.

4.7.8.1.4 Complete the data capture tasks for interstate case registry as instructed in the "Interstate Case Registry Mail Sorting and Processing" manual referenced in Appendix H of this RFP.

4.7.9 Medical Support Execution - The Contractor must at a minimum, perform the following medical support execution data capture tasks:

4.7.9.1.1 Maintain the post office box established for medical support execution data capture.

4.7.9.1.2 Obtain the mail from the post office box at the earliest possible time each morning. The contractor must use a secure courier when transporting the mail.

4.7.9.2 Train and maintain sufficient staff to complete medical support execution tasks.

4.7.9.3 Complete the data capture tasks for medical support execution as instructed in the "Medical Support Execution Data Capture Manual" referenced in Appendix H of this RFP.

4.7.10 Multiple Document Data Capture – The Contractor must at a minimum, perform the following multiple document data capture tasks for Wage and Health Benefit Reports, Returned Income Executions, Support Withholding Reminders, Employer Compliance Notices and Correspondence:

4.7.10.1 Maintain the post office box established for multiple document data capture.

4.7.10.2 Obtain the mail from the post office box at the earliest possible time each morning. The contractor must use a secure courier when transporting the mail.

4.7.10.3 Train and maintain sufficient staff to complete multiple document data capture tasks.

4.7.10.4 Complete the data capture tasks for multiple document data capture as instructed in the "Training Manual for Data Capture of Multiple Documents" referenced in Appendix H of this RFP.

4.7.11 Bankruptcy Notices - The Contractor must at a minimum, perform the following bankruptcy notice data capture tasks:

4.7.11.1 Maintain the post office box established for bankruptcy notices data capture.

4.7.11.2 Obtain the mail from the post office box at the earliest possible time each morning. The contractor must use a secure courier when transporting the mail.

4.7.11.3 Train and maintain sufficient staff to complete bankruptcy notice tasks.

4.7.11.4 Complete the data capture tasks for bankruptcy notices as instructed in the "Training Manual for Notices of Bankruptcy" referenced in Appendix H of this RFP.

4.7.12 Case Closure - The Contractor must at a minimum, perform the following case closure notice data capture tasks:

4.7.12.1 Maintain the post office box established for case closure notices data capture.

4.7.12.2 Obtain the mail from the post office box at the earliest possible time each morning. The contractor must use a secure courier when transporting the mail.

4.7.12.3 Train and maintain sufficient staff to complete case closure notice tasks.

4.7.12.4 Complete the data capture tasks for case closure notices as instructed in the "Data Capture Manual for Case Closure" referenced in Appendix H of this RFP.

4.7.13 Other Data Entry Requests – The Contractor must perform similar tasks as those noted in 4.7.1 through 4.7.12 of this RFP, for any additional data capture process that arise. Specific tasks will be provided in writing to the Contractor by the OTDA.

4.7.14 Data Capture Documentation – The Contractor must create an electronic digital copy, at a minimum, of those documents identified by the OTDA to be electronically retained. The electronic digital copy of data capture documents must be used to comply with documentation requests in 5.7 of this RFP.

4.7.15 Controls and Records - The Contractor must maintain sufficient controls to ensure that all required data is fully processed.

4.7.16 Security - The Contractor must ensure that the information acquired pertaining to custodial and noncustodial parents and CSMS records remains confidential. The Contractor must limit access to the data capture area.

4.7.17 Management Reports - The Contractor must provide, at a minimum, the reports required in accordance with 5.7 and 5.14 of this RFP, as well as any other report deemed necessary by the OTDA.

4.7.18 OTDA Responsibilities – The OTDA will provide the Contractor with:

4.7.18.1 Signons and passwords for access to CSMS

4.7.18.2 Initial training for accessing CSMS records and performing update functions.

4.7.18.3 Local District Addresses and Contacts

4.7.18.4 File formats for each required file to be transmitted to the OTDA

4.7.18.5 Notification of additional data capture processes as they arise

4.7.18.6 Provide training manuals to support data capture tasks.

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4.8 **Putative Father Registry Processing** – The Contractor must employ state-of-the-art equipment and software to ensure that functions are performed efficiently and effectively while adhering to the milestones, deliverables and performance standards noted in 4.8 and 5.8 of this RFP. The Contractors putative father registry processing functions must entail on a daily basis, receipt of mail, mail opening and sorting, data capture, create and transmit an electronic datafile, and providing all other ancillary functions required to maintain security and control over the entire process. The Contractor must perform the following tasks:

4.8.1 Maintain the Post Office Box – The Contractor must maintain the post office box established for the Putative Father Registry.

4.8.2 Mail Receipt - Obtain the mail from the post office box at the earliest possible time each morning. The Contractor must use a secure courier when transporting the mail.

4.8.3 Mail Sorting - Sort through the mail prior to opening the envelopes to identify and out sort envelopes, which are not addressed to the Putative Father registry post office box. Envelopes addressed to one of the payment processing post office boxes must be forwarded to a payment processing supervisor the same day as received.

4.8.4 Mail Opening - Open each envelope, remove all contents, keep envelope and contents together and verify that all contents have been removed.

4.8.4.1 Sort the opened and extracted mail as follows:
-Child support payments received in the Putative Father Registry post office box
-Acknowledge of Paternity Forms – New York City
-Acknowledge of Paternity Forms – Rest of State
-Court Determination of Parentage Forms
-Instruments for Acknowledge of Paternity
-Notices of Intent
-Orders of Abrogation
-Orders to Vacate
-Requests for Deletions
-Other (e.g., Search requests)
-Correspondence

4.8.4.2 Sort the opened mail into valid and invalid - Invalid Mail is missing the following information:
-Acknowledgments of Paternity
-Father's name and or signature
-Mother's signature
-Child's name
-2 witnesses signatures
-Court Determinations of Parentage Form
-Father's name

4.8.4.3 The Contractor must not, under any circumstances, commingle the mail obtained for Putative Father Registry with mail obtained for any other centralized operation required by this RFP.

4.8.4.4 The Contractor must forward all Orders of Abrogation, vacate, corrections, correspondence and "other" mail received daily that is related to Putative Father Registry to the Office of Children and Family Services, Adoptive Services as identified in 4.8.5 for approval prior to data capture.

4.8.4.5 The Contractor must each day deliver any correspondence not related to the Putative Father Registry to the OTDA's on-site staff at the processing center.

4.8.4.6 Although processing of Putative Father Registry documents must occur at least once each week, the documents must be secured until processed.

4.8.5 Delivery of Documents to Adoptive Services - The Contractor must deliver all Instruments for Acknowledge of Paternity and Other mail to the Office of Children and Family Services (OCFS), Adoptive Services at the location to be provided by the OTDA. Delivery of those documents must occur in accordance with 5.8 of this RFP.

4.8.6 Adoptive Services Documents - The Contractor must, once a week, call Adoptive Services to ascertain if any documents for Acknowledge of Paternity have been sent directly to them that need processing by the Contractor. The Contractor must arrange to pick-up those documents for inclusion with other documents received in the mail.

4.8.7 Capture Data – The Contractor must capture the following data from Putative Father Registry documents identified in 4.8.4.1:

SOURCE
LOCATION
FORM VERSION
LOCAL DISTRICT
REGISTRATION#/BIRTH# or ENTRY DATA
CHILD-NAME-LAST
CHILD-NAME-FIRST
CHILD-NAME-MI
CHILD-DATE-OF-BIRTH
MOTHER-NAME-LAST
MOTHER-NAME-FIRST
MOTHER-NAME-MI
MOTHER-SOCIAL-SECURITY-NUMBER
MOTHER-DATE-OF-BIRTH
MOTHER-ADDRESS-STREET
MOTHER-ADDRESS-CITY/STATE
MOTHER-ADDRESS-ZIPCODE
MOTHER-DATE-SIGNED
FATHER-NAME-LAST
FATHER-NAME-FIRST – Followed by DIN#, if provided
FATHER-NAME-MI
FATHER-SOCIAL-SECURITY-NUMBER
FATHER-DATE-OF-BIRTH
FATHER-ADDRESS-STREET
FATHER-ADDRESS-CITY/STATE
FATHER-ADDRESS-ZIPCODE
FATHER-DATE-SIGNED
HOSPITAL-ID-NUMBER
PUBLIC-ASSISTANCE-MOTHER
REGISTRAR-DATE

AGENCY-CODE
COURT-NAME
DOCKET-NUMBER
COURT-DATE
DELETE-CODE

The Contractor must ensure that all data elements are data entered twice by different individuals.

4.8.8 Create Datafile - Create an electronic datafile in the format required by the OTDA from the data captured in accordance with 4.8.7 of this RFP.

4.8.9 Transmit Datafile – The Contractor must transmit the datafile to the OTDA in the required format.

4.8.10 Invalid Documents - Return invalid documents to remitting party with a cover letter identifying reason for return.

4.8.11 Return Documents – The Contractor must return documents to the remitting party where the following is missing:

-Father or Mother's name or signature
-Child's date of birth
-Witness signatures

4.8.12 Record Retention – The Contractor must retain all source documents for one hundred and twenty (120) days from the month received.

4.8.13 Controls and Records – The Contractor must be responsible for maintaining sufficient controls and records, which conform to generally, accepted accounting principles and practices.

4.8.14 Logs and Reports- The Contractor must maintain logs and reports as required in 5.8 of this RFP.

4.8.15 Security - The Contractor must secure Putative Father Registry operations by:

4.8.15.1 Limiting access to only authorized staff.

4.8.15.2 Maintaining camera surveillance of entire operation to include recording activities.

4.8.15.3 Providing secured facility and limited access to Putative Father Registry documents not processed each day.

4.8.15.4 Ensuring that information pertaining to the Putative Father Registry remains confidential.

4.8.16 OTDA Responsibilities – The OTDA will provide the following:

4.8.16.1 Listing of Hospitals and their respective Permanent Facility Identifier (PFI) code.

4.8.16.2 Telephone number, address and contact name for Children and Family Services, Adoption Services.

2007

4.9 **Voice Response System** – The Contractor must employ state-of-the-art equipment and software to ensure that functions are performed efficiently and effectively while adhering to the milestones, deliverables and performance standards noted in 4.9 and 5.9 of this RFP. The voice response system (VRS) functions entail receiving standardized text and information response specifications from the OTDA, developing an interactive VRS, receipt of datafiles from the OTDA, updating VRS database, maintaining telecommunications full access to system, providing accurate and controlled information based upon the OTDA security measures.

4.9.1 Develop and Maintain System – The Contractor must develop a VRS with a supporting script in English and Spanish that receives calls, verifies caller authorization to receive information, retrieves data or information and provides the same to the caller. The VRS must:

4.9.1.1 be installed with forty-eight (48) lines and expandable to ninety-six (96) lines

4.9.1.2 allow access twenty-four (24) hours a day seven (7) days a week via a toll free 800 number

4.9.1.3 allow for transfer to a customer service representative

4.9.1.4 provide local district contact information from a systems table

4.9.1.5 allow for updating data without interrupting caller access

4.9.1.6 and allow for capture of address and employment information from callers at the option of the OTDA as a customer service enhancement.

4.9.2 Load Masterfile Information - The Contractor must at the beginning of each month:

4.9.2.1 receive five separate voice response datafiles from the OTDA which groups together datafile records for the following local districts:

File #1: Albany County through Erie County

File #2: Essex County through Nassau County

File #3: Niagara County through Saratoga County

File #4: Schenectady County through Yates County

File #5: New York City only

4.9.2.2 Verify that the data on each of the five datafiles is readable and not duplicative. Notify the OTDA immediately if there is a problem with the files.

4.9.2.3 Allow callers to receive information during updating process.

4.9.2.4 Load new masterfile data to a separate area.

4.9.2.5 Insert dates representative of masterfile information.

2007

4.9.2.6 Verify accuracy and completeness of new masterfile data.

4.9.2.7 Switch access from old to new masterfile data.

4.9.2.8 Verify access to and information contained on new masterfile data.

4.9.2.9 Complete a voice response system control log.

4.9.3 Load Daily Update Information - The Contractor must perform the following tasks each day (Monday - Friday) subsequent to loading masterfile information:

4.9.3.1 Receive five separate voice response datafiles from the OTDA which groups together datafile records for the following local districts:

File #1: Albany County through Erie County

File #2: Essex County through Nassau County

File #3: Niagara County through Saratoga County

File #4: Schenectady County through Yates County

File #5: New York City only

4.9.3.2 Verify that the data on each of the five datafiles is readable and not duplicative. Notify the OTDA immediately if there is a problem with the files.

4.9.3.3 Allow callers to receive information during updating process.

4.9.3.4 Load new daily data to a separate area.

4.9.3.5 Insert dates representative of daily information.

4.9.3.6 Verify accuracy and completeness of new daily data.

4.9.3.7 Switch access from old to new daily data.

4.9.3.8 Verify access to and information contained on new daily data.

4.9.3.9 Complete a voice response system control log.

4.9.4 New Messages/Updates - The Contractor must implement new messages or complete updates to existing messages as required by the OTDA.

4.9.5 Programming Support - The Contractor must provide all programming, software and equipment necessary to maintain the VRS as required by the OTDA.

4.9.6 Notification of Problems/Resolution - The Contractor must, within thirty (30) minutes of experiencing or determining a problem exists with the telephone access or line usage for the VRS, contact the Telephone Services Contractor and the OTDA. The Contractor must maintain and complete a monthly VRS Downtime Log to monitor occurrences for lapse of access to VRS. The Contractor must identify and implement a solution to each problem as it arises.

2007

4.9.7 Access to Facility and Equipment - The Contractor must allow access to the facility and equipment to enable the OTDA's Telephone Services Contractor to inspect, install, replace or repair its equipment and line access to the VRS.

4.9.8 Controls and Records - The Contractor must maintain controls to ensure performance standards are met.

4.9.9 Security - The Contractor must maintain a secured facility and limit access, and ensuring that the voice response and CSMS information remains confidential.

4.9.10 Management Reports - The Contractor must provide the reports required in accordance with 4.9, 5.9 and 5.14 of this RFP, as well as any other report deemed necessary by the OTDA. At a minimum, the Contractor must provide the OTDA with daily reports that contain the following:

4.9.10.1 Number of times various information is accessed by callers.

4.9.10.2 A line usage report.

4.9.10.3 A statistical summary report.

4.9.10.4 The daily reports must also be summarized to provide a separate weekly and monthly report containing the above data.

4.9.11 OTDA Responsibilities – The OTDA will provide the Contractor with:

4.9.11.1 Existing script and information flow design, English and Spanish.

4.9.11.1.1 Individual requests for new messages or changes to existing messages either of which, will include the following:

Draft of message to be developed or change to be made, English and Spanish
Location of insertion of message or change
Timeline for inclusion

4.9.11.2 Datafiles as noted in Appendix F of this RFP.

4.9.11.3 The name of the contractor under contract with the OTDA to provide telephone services in support of the VRS, e.g., line access and usage services.

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4.10 **Outreach** - The Contractor must establish a unit to perform outreach activities conducive to promoting and assisting employers, financial institutions and other state child support agencies to remit payments with required payment processing information in a manner that will facilitate and expedite payment processing. In addition, the staff in the unit will also market and secure the electronic submission of child support payments from noncustodial parents, employers, financial institutions and other State's Disbursement Units

4.10.1 Payment Processing Outreach to Employers, Financial Institutions and Other State Child Support Agencies – For any payment without sufficient information to expedite payment processing, outreach must contact employers, and other state child support agencies by telephone to obtain the missing payment information or signature approval. The Contractor must perform the following tasks:

4.10.1.1 Obtain an electronic digital version of payments from Payment Processing that do not contain the following information:

4.10.1.1.1 a CSMS account number,
4.10.1.1.2 a payment amount per CSMS account number,
4.10.1.1.3 the payment instrument is out of balance with the payment documentation or
4.10.1.1.4 a business check without an acceptable signature.

4.10.1.2 Maintain a log of the following outreach activity:

4.10.1.2.1 payments received
4.10.1.2.2 calls made
4.10.1.2.3 results of calls
4.10.1.2.4 payments returned to payment processing with or without sufficient information or
4.10.1.2.5 payment authorizing signature.

4.10.1.3 Maintain an employer contact directory containing at a minimum, employer name, telephone number, and contact name.

4.10.1.4 Verify the payment information obtained is correct by using the Contractor's edit process established as a payment processing deliverable in 4.1 of this RFP. The contractor is responsible for providing all equipment and software necessary to enable CSRs to complete this task.

4.10.1.5 In those situations where contact has been made to obtain payment information, contractor staff must:

4.10.1.5.1 Educate and promote the submission of future payments with the required information to allow for expedited payment processing.

4.10.1.5.2 Promote and facilitate the use of support withholding reminders

4.10.1.5.3 Promote and facilitate electronic submission of payments

4.10.1.6 In the event that the Contractor is not able to obtain missing information after completing the tasks as identified in 4.10 and 5.10 of this RFP, the payment must be processed to a specific suspense account for the payee local district.

4.10.1.7 In those situations where contact has been made to obtain signature authorization, the Contractor must:

4.10.1.7.1 Stamp approved payments “Unsigned, please obtain signature from drawee” and process the payment.

4.10.1.7.2 Return unauthorized payments to the remitting business as per 5.1.4.1 of this RFP.

4.10.2 Market Electronic Submission of Payments – The Contractor must promote and secure the electronic submission of child support payments from noncustodial parents, employers, financial institutions and other state disbursement units.

4.10.2.1 The Contractor must perform the following tasks:

4.10.2.1.1 identify through payment processing employers, financial institutions and other state disbursement units who remit payments in paper
4.10.2.1.2 contact the remitting party by telephone and promote the electronic submission of payments
4.10.2.1.3 provide the remitting party with promotional information, including datafile requirements, by mail or email
4.10.2.1.4 follow up with the remitting party to ensure that conversion activities commence
4.10.2.1.5 assist with account reconciliation of CSMS cases
4.10.2.1.6 initiate and approve testing of datafile and CSMS data

4.10.2.2 The Contractor must establish and promote electronic methods of receiving child support payments from noncustodial parents. The methods should include, but not be limited, to the following:

4.10.2.2.1 Debit card payments
4.10.2.2.2 Reoccurring withdrawal
4.10.2.2.3 Credit Card payments
4.10.2.2.4 Wire transfers

4.10.2.3 Maintain a log of the following marketing outreach activity:

4.10.2.3.1 Remitting party
4.10.2.3.2 Marketing Source, i.e., mail, payment processing, OTDA, email
4.10.2.3.3 Payment Volume
4.10.2.3.4 Contact Name
4.10.2.3.5 Contact Telephone number
4.10.2.3.6 Results of Marketing
4.10.2.3.7 Stage of Conversion, i.e. package mailed, account reconciliation, testing, implemented.

4.10.3 Controls and Records - Controls and records must be maintained in each and every area of outreach and must include but are not limited to the following:

4.10.3.1 A record of each electronic digital version of payments referred to Outreach and the results of outreach activity.

4.10.3.2 Promotion of support withholding reminders and electronic submission of support payments.

4.10.3.3 Attempts to contact employer or other state child support agencies.

4.10.3.4 System of checks and balances.

4.10.3.5 That the responses provided and the information obtained meets or exceeds the level required in 5.10 of this RFP.

4.10.3.6 The Contractor is responsible for maintaining all records and documents in support of the OTDA's reporting requirements contained in 4.10, 5.10 and 5.14 of this RFP.

4.10.4 Security - The Contractor must limit access to the outreach area and ensure that Outreach and CSMS information remains confidential.

4.10.5 Management Reports - The Contractor must provide, at a minimum, the reports required in accordance with 4.10, 5.10 and 5.14 of this RFP, as well as any other report deemed necessary by the OTDA.

4.10.6 OTDA Responsibilities -

4.10.6.1 Providing OTDA/DCSE website address.

4.10.6.2 Providing for the installation and maintenance of telephone lines to support the operation of the outreach tasks.

4.10.6.3 Reference materials to support the development of the Desktop Application, approving initial Desktop Application and any future revisions or updates.

4.10.6.4 Training – the OTDA is responsible for providing initial CSMS and child support program training to management and non-management staff prior to the ongoing operations phase of this task.

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4.11 **Customer Service -** The Contractor must provide a Customer Service Operations for receiving telephone calls, emails received by OTDA and correspondence received at the processing center from custodial and noncustodial parents, employers, financial institutions, other state's child support agencies and the public, in general. The Voice Response System identified in 4.9 of this RFP should be used to compliment and or manage the call volume to the Customer Service operations identified in this section and in 5.11 of this RFP. The Customer Service operations must be located within the boundaries of New York State and provide staff, based upon customer service volumes that will provide assistance via telephone, email and written correspondence to inquiring parties regarding child support matters.

The Customer Service operations must be a stable, well-trained and highly-productive operation. The Contractor must employ state-of-the-art equipment and software to ensure that customer service functions are performed efficiently and effectively while adhering to the milestones, deliverables and performance standards noted in 4.11 herein and 5.11 of this RFP. The customer service functions entail, at minimum, the receiving of inquiries (telephone calls, emails and written correspondence), recording calls, caller validation, researching CSMS, responding to inquiries, updating CSMS, creating referrals to local child support offices, mailing follow up documents to inquiring parties and reporting.

4.11.1 Telecommunication/Equipment - The Contractor must, at minimum, perform the following tasks:

4.11.1.1 Assist in the installation of telephone services to be implemented by the OTDA and its Telephone Services Contractor.

4.11.1.2 Install a telecommunication system and software that allows, at minimum, for the following:

4.11.1.2.1 business and non business hours messaging
4.11.1.2.2 special messaging
4.11.1.2.3 caller identification
4.11.1.2.4 call recordings
4.11.1.2.5 call transfers
4.11.1.2.6 a call queue
4.11.1.2.7 messaging within the queue

4.11.2 Busy Messaging - In instances where the telephone lines are at full capacity, provide a message to notify callers that all operators are currently busy and to "call back" or access the New York State Division of Child Support Enforcement website.

4.11.3 Desk Top Application - Develop, implement and maintain a Desktop Application to support the functions of Customer Service. The Desktop Application must provide for, at a minimum, the following:

4.11.3.1 a User's Manual to be provided to local district child support offices and used for training purposes.

4.11.3.2 most frequently asked questions and answers relative to each functional area of the child support program to be used in the Customer Service operations and shared with local district child support offices.

4.11.3.3 referral of inquiries, where directed by the OTDA, to local district child support offices.

4.11.3.4 mailing of requested child support documents.

4.11.4 Controls and Records – The Contractor must maintain sufficient controls to ensure that every Customer Service inquiry is fully processed in accordance with 5.11 of this RFP.

4.11.5 Security – The Contractor must limit access to the Customer Service area and ensure that Customer Service and CSMS information remains confidential.

4.11.6 Management Reports – The Contractor must provide, at a minimum, the reports required in accordance with 4.11, 5.11 and 5.14 of this RFP, as well as any other report deemed necessary by the OTDA.

4.11.7 OTDA Responsibilities –

4.11.7.1 Providing OTDA/DCSE website address.

4.11.7.2 Providing for the installation and maintenance of telephone lines to support the operation of the outreach tasks.

4.11.7.3 Installation and ongoing maintenance of CSMS processors to allow access through Contractor personal computers with emulation software capable of accessing CSMS.

4.11.7.4 CSMS telecommunications link between the OTDA and the Contractor.

4.11.7.5 Providing a signon and password to each Contractor staff person that is responsible for using CSMS in providing customer service.

4.11.7.6 Reference materials to support the development of the Desktop Application, approving initial Desktop Application and any future revisions or updates.

4.11.7.7 Providing a listing of contact addresses for each of the fifty-eight (58) local district child support agencies and Family Court offices.

4.11.8 Training – The OTDA is responsible for providing initial CSMS and child support program training to management and non-management staff.

4.11.9 Quality Control – The Contractor is responsible for maintaining quality control efforts to ensure that the responses provided and the information gathered by Customer Service operations meets or exceeds the level required as noted in 5.11 of this RFP.

4.11.10 Performance – The Contractor is responsible for adhering to the Customer Service performance standards outlined in 5.11 of this RFP which may result in the OTDA taking action in accordance with a the withholding of payment and assessment of the liquidated damages provisions of 3.2.3 of this RFP.

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4.12 **Administration**

4.12.1 The Contractor must maintain overall administrative activities to ensure continuity of all operations required by this RFP.

4.12.1.1 Administrative functions include at a minimum:

4.12.1.2 Maintaining required key personnel;

4.12.1.3 Maintaining sufficient human services personnel, accounting, training, and general clerical support staff;

4.12.1.4 Completing employment activities, e.g., hiring and termination, processing health insurance requests and claims, etc.;

4.12.1.5 Completing reporting and notification requirements;

4.12.1.6 Preparing accounting reports and records;

4.12.1.7 Performing quality assurance activities;

4.12.1.8 All other associated ancillary functions/tasks; and

4.12.1.9 Maintaining mailing operations that facilitates: permit, metered and express mailings. The Contractor is liable to ensure that Postal permits and meters are sufficiently loaded with postage to ensure uninterrupted mailing of all documents in accordance with performance standards noted in this RFP.

4.12.2 OTDA Responsibilities – The OTDA will provide the Contractor with:

4.12.2.1 Approval of key staff;

4.12.2.2 Requests for information; and

4.12.2.3 Clarification of contract requirements.

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2007

4.13 **Early Intervention Enhancement**

4.13.1 Overview - The OTDA is seeking new initiatives to increase the child support program's level of performance. One such initiative is to implement an Early Intervention System (EIS) that would proactively notify custodial and noncustodial parents of upcoming activities in regard their child support case. The RFP contains various operations that allow for custodial and non custodial parents to call in to the child support program to seek information. This operation will be the first operation that will proactively call to advise the parties of a child support case of upcoming activities or reminders, i.e. appointments, court dates, paternity testing dates, missed payments, payments received and disbursements.

The Contractor must employ state-of-the-art equipment and software to ensure that functions are performed efficiently and effectively while adhering to the milestones, deliverables and performance standards noted in 4.13 and 5.16 of this RFP. The Early Intervention Enhancement functions entail receiving standardized text and information response specifications from the OTDA, developing an interactive communication system, receipt of datafiles from the OTDA, updating the communication database, maintaining telecommunications full access to system, providing accurate and controlled information to custodial and noncustodial parents based upon the OTDA security measures.

4.13.2 Develop and Maintain System – The Contractor must develop a communications system with supporting messaging that sends outbound calls, confirms connection with caller, retrieves data, converts data to messaging and provides same to caller. The EIS must:

4.13.2.1 convert data to messaging
4.13.2.2 provide for language or text messaging
4.13.2.3 provide language in English and Spanish
4.13.2.4 provide recipient of call with secure reminder message
4.13.2.5 provide recipient with a secure call back message
4.13.2.6 recognize completed calls

4.13.3 Develop Message Scripting – The Contractor must develop a script of messages to be used to convert data to language.

4.13.4 Load Datafile Information - The Contractor must receive the following datafiles from the OTDA on a daily basis:

4.13.4.1 One datafile containing statewide records; or

4.13.4.2 Two datafiles - one containing New York City records and the other containing records for local districts outside of New York City; or

4.13.4.3 Five separate datafiles from the OTDA which groups together datafile records for the following local districts:

File #1: Albany County through Erie County

File #2: Essex County through Nassau County

File #3: Niagara County through Saratoga County

File #4: Schenectady County through Yates County

File #5: New York City only

4.13.4.4 Verify that the data on each of the datafiles is readable and not duplicative. Notify the OTDA immediately if there is a problem with the files.

4.13.4.5 Load the datafile to the EIS.

4.13.4.6 Update EIS representative of datafile information.

4.13.4.7 Verify accuracy and completeness of new datafile data.

4.13.4.8 Verify access and information contained on new datafile data.

4.13.4.9 Complete an early intervention system control log.

4.13.5 Update CSMS – The Contractor must develop a datafile to be transmitted to the OTDA containing records identifying the outcome of each record contained on the outbound EIS datafile. The data must contain, at a minimum, the following:

4.13.5.1 Date of messaging
4.13.5.2 Delivered scripted or call back message
4.13.5.3 Type of message, language or text

4.13.6 New Messages/Updates - The Contractor must implement new messages or complete updates to existing messages as required by the OTDA.

4.13.7 Programming Support - The Contractor must provide all programming, software and equipment necessary to maintain the EIS as required by the OTDA.

4.13.8 Notification of Problems/Resolution - The Contractor must, within one hour of experiencing or determining a problem exists with the telephone access or line usage for the EIS, contact the Telephone Services Contractor and the OTDA. The Contractor must maintain and complete a monthly EIS Downtime Log to monitor occurrences for lapse of access to EIS. The Contractor must identify and implement a solution to each problem as it arises.

4.13.9 Access to Facility and Equipment - The Contractor must allow access to the facility and equipment to enable the OTDA's Telephone Services Contractor to inspect, install, replace or repair its equipment and line access to the EIS.

4.13.10 Controls and Records - The Contractor must maintain controls to ensure performance standards are met.

4.13.11 Security - The Contractor must maintain a secured facility and limit access, ensuring that the EIS and CSMS information remains confidential.

4.13.12 Management Reports - The Contractor must provide the reports required in accordance with 4.13, 5.14 and 5.16 of this RFP, as well as any other report deemed necessary by the OTDA. At a minimum, the Contractor must provide the OTDA with daily reports that contain the following:

4.13.12.1 Number of outbound calls

4.13.12.1.1 Number of early intervention messages delivered
4.13.12.1.2 Number of call back messages delivered

4.13.12.2 Number of messages
4.13.12.2.1 Number of language messages
4.13.12.2.2 Number of text messages

4.13.12.3 Number of incomplete calls

4.13.12.3.1 Number of calls resulting in busy signal

4.13.12.3.2 Number of calls to non working incorrect numbers

4.13.12.4 Date of return file to the OTDA

4.13.12.5 A report of all non working telephone numbers and email addresses.

4.13.12.6 A statistical summary report.

4.13.12.7 The daily reports must also be summarized to provide a separate weekly and monthly report containing the above data.

4.13.13 OTDA Responsibilities – The OTDA will provide the Contractor with:

4.13.13.1 Providing for the installation and maintenance of telephone lines to support the operation of the EIS tasks.

4.13.13.2 A set of data elements to be converted to scripting, English and Spanish.

4.13.13.3 Individual requests for new messages or changes to existing messages either of which, will include the following:

4.13.13.3.1 Draft of message to be developed or change to be made, English and Spanish.

4.13.13.3.2 Timeline for inclusion.

4.13.13.4 Datafile layouts to support the EIS and the return file to the OTDA

4.13.13.5 The name of the contractor under contract with the OTDA to provide telephone services in support of the EIS, e.g., line access and usage services.

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4.14 **Location Enhancement**

4.14.1 Overview - The OTDA is seeking new initiatives to increase the child support program's location level of performance. One such initiative is to implement a Location Enhancement to establish the location of custodial and noncustodial parents along with their employment and asset information that cannot be obtained from the existing CSMS location resources.

The Contractor must employ state-of-the-art equipment, software and services that will allow for the most effective and efficient operation of location activities while adhering to the milestones, deliverables and performance standards noted in 4.14 and 5.17 of this RFP. The location functions entail receiving data records from the OTDA, developing an automated method of locating address, employment and asset information, verifying the same, providing accurate and controlled information to CSMS based upon the OTDA security measures.

4.14.2 Location Activities – The Contractor must obtain and verify custodial and noncustodial parent location, employer and asset information. The efforts must include, at a minimum, the following:

4.14.2.1 Initiate activity on each referred case.

4.14.2.2 Initiate skip tracing, including but not limited to the use of the United States Postal System, a Data Mining Service, telephone directories, city directories, contact with the custodial or noncustodial parent's neighbors, prior employers, similar names, certified letters and any other legally acceptable means of information gathering.

4.14.2.3 Provide all verified location, employment and asset information to the OTDA in an electronic datafile format or on-line CSMS data entry, as defined by the OTDA.

4.14.3 Location Data - The Contractor must provide to OTDA verified information obtained for each verified case:

4.14.3.1 County Code
4.14.3.2 CSMS Case Number
4.14.3.3 Custodial or Noncustodial Parent Name

4.14.3.4 Location Information
4.14.3.4.1 Social Security Number
4.14.3.4.2 Telephone Number (Land and or Mobile)
4.14.3.4.3 Custodial/Noncustodial Parent's Address
4.14.3.4.4 Date of Birth

4.14.3.5 Employment Information
4.14.3.5.1 Name of Employer
4.14.3.5.2 Address of Employer
4.14.3.5.3 Employer's Federal Employer Identification Number (EIN)
4.14.3.5.4 Social Security Number Reported by Employer
4.14.3.5.5 Date of Birth Reported by Employer

4.14.3.6 Asset Information
4.14.3.6.1 Name of Financial Institution

4.14.3.6.2 Address of Financial Institution
4.14.3.6.3 Social Security Number Reported by Financial Institution
4.14.3.6.4 Date of Birth Reported by Financial Institution

4.14.3.7 Notification of Death
4.14.3.7.1 Date of Death
4.14.3.7.2 County of Death
4.14.3.7.3 Information Source
4.14.3.7.4 Verification Method

4.14.4 Reports and Records – The Contractor is responsible for providing in a format acceptable to the OTDA, all the OTDA requested reports containing information related to the Location operation. The Contractor is responsible for maintaining all records and documents in support of the OTDA's reporting requirements contained herein and elsewhere in the RFP.

4.14.5 Quality Control – The Contractor is responsible for maintaining quality control efforts to ensure that the location information obtained and verified meets or exceeds the level requirements as noted in 5.17 of this RFP.

4.14.6 Performance – The Contractor is responsible for adhering to the Location Enhancement performance standards outlined in 5.17 of this RFP which may result in the OTDA taking action in accordance with the withholding of payment provisions of 3.2.3 of this RFP.

4.14.7 OTDA Responsibilities – The OTDA will provide the Contractor with:

4.14.7.1 Initiating Location Datafiles – The OTDA will be responsible for providing case information either in an excel spread sheet (hard and/or soft copy) or by electronic file via the OTDA TCPIP/FTP directory.

4.14.7.2 Return Location Datafile Layout – The OTDA will be responsible for providing the contractor with the return location datafile layout.

4.14.7.3 Return Location Datafiles – The OTDA will be responsible for receiving and processing the return location datafiles.

4.14.7.4 CSMS Signons – The OTDA will be responsible for providing a signon and password for each staff person that is responsible for using CSMS in providing location information.

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2007

Chapter 5 PERFORMANCE STANDARDS

5.1 Payment Processing

5.1.1 Mail Receipt, Opening and Sorting

5.1.1.1 **Post Office Box** - The Contractor must ensure that the post office box located at the U.S. Postal Service, General Mail Facility on Old Karner Road, Albany, New York remains active throughout the contract period.

5.1.1.2 **Receiving Mail** – The Contractor must, each day, retrieve all the mail placed in the post office box at the General Mail Facility using a secured courier. All mail must be retrieved at the earliest possible time each day. The contractor must, under no circumstances, commingle the mail obtained for payment processing with mail obtained for any other centralized process as noted in Chapter 4 of this RFP.

5.1.1.3 **Misdirect Envelopes** - The Contractor must review all mail immediately after it arrives at the New York State Child Support Processing Center (NYSCSPC) to ensure that mail not addressed to one of the local district Support Collection Unit's or the NYSCSPC is outsorted and either directed to one of the other centralized operations where appropriate or returned to the General Mail Facility on the same day as received.

5.1.1.4 **Opening Mail** - The Contractor must open all payment processing mail on the same day it is placed in the post office box as noted in 5.1.1.2 of this RFP.

5.1.1.4.1 **Envelope Review** - The Contractor must, each day, employ a manual and/or a machine process for reviewing every envelope received in the mail to ensure that 99.999% of the time the entire contents of the envelope have been removed from all envelopes received that day.

5.1.1.4.2 **Acceptable Payee** – The contractor must verify that all payments are made payable to one of the following acceptable payees:

- NYS Processing Center
- NYS Child Support Processing Center
- NYS SDU
- (local district name)SDU
- (local district name) SCU
- (local district name) Support Collection Unit, e.g., Dutchess County Support Collection Unit
- Support Collection Unit
- SCU
- client name/SCU
- (local district name) Child Support Enforcement Unit, e.g., Dutchess County Child Support Enforcement Unit
- (local district name) CSEU
- Child Support Enforcement Unit
- CSEU
- client name/CSEU
- client name/Department of Social Services
- client name/DSS
- client name/(local district name) Department of Social Services or DSS

- client name only with either a CSMS account number, SCU name, or wording such as “child support payment” on other documentation provided with the payment
- (one of the five boroughs for NY City) Family Court, e.g., Bronx Family Court
- Family Court, Human Resources Administration or HRA with either a CSMS account number or wording such as “child support payment” on other documentation provided with the payment.
- Department of Taxation and Finance with either a CSMS account number or wording such as “Child Support Payment” on other documentation provided with the payment.
- Commissioner of Taxation and Finance with either a CSMS account number or wording such as “Child Support Payment” on other documentation provided with the payment.
- OTDA with either a CSMS account number or wording such as “Child Support Payment” on other documentation provided with the payment.
- NYC Corporation Counsel with either a CSMS account number or wording such as “Child Support Payment” on other documentation provided with the payment.
- NY County Law Department with either a CSMS account number or wording such as “Child Support Payment” on other documentation provided with the payment.
- NYC Law Department with either a CSMS account number or wording such as “Child Support Payment” on other documentation provided with the payment.
- NYC Law Dept. with either a CSMS account number or wording such as “Child Support Payment” on other documentation provided with the payment.
- NY City Law Dept. Child Support with either a CSMS account number or wording such as “Child Support Payment” on other documentation provided with the payment.
- New York Co. Law Department with either a CSMS account number or wording such as “Child Support Payment” on other documentation provided with the payment.

5.1.1.4.3 **Acceptable Signature** - The Contractor must accept for deposit, noncustodial or employer payments that have been electronically produced.

5.1.1.4.4 **Legal Line** - The Contractor must accept for deposit, payments with a blank/incomplete legal line if the courtesy amount can be clearly deduced.

5.1.1.4.5 **Correspondence Only** - The Contractor must keep the envelope with the correspondence and, as directed by OTDA, electronically forward to the respective local district the same day as received. In those situations where payment is received with correspondence, the contractor must meet the performance standard in 5.1.1.4.6 of this RFP.

5.1.1.4.6 **Correspondence with Payments** - The Contractor must electronically reproduce the envelope and correspondence in which the payment was received. The original envelope and correspondence must be kept with the payment and the electronic version of the envelope and correspondence must be forwarded to the respective local district the same day as received.

5.1.1.4.7 **Noncustodial Parent Payment Envelopes** - The Contractor must keep the envelope with the payment whenever it receives a noncustodial parent payment

without a CSMS account number. If these envelopes contain a full return address (i.e., name, street, and city address), an electronic digital replica of the envelope must be kept with the payment and the Contractor must make the digital replica available to the respective local district by 9:00 A.M. the next day.

5.1.1.4.8 **Employer and Other State Envelopes** – The contractor must keep the envelope with the payment whenever it receives a payment without a CSMS account number.

5.1.1.4.9 **Segregation** - The Contractor must keep each local district's correspondence and payments segregated throughout Contractor processing.

5.1.1.4.10 **Internal Controls** - The Contractor must have two people present when the mail is opened. Mail opening staff cannot perform other payment processing functions, e.g., crediting payments to specific CSMS accounts, or perform any tasks associated with the generation and mailing of support disbursement.

5.1.1.4.11 **Cash Payments Received in Mail** - The Contractor must immediately issue a corresponding local district SCU receipt when it encounters cash in the mail. The Contractor must maintain an on-going six (6) month supply of receipts for Contractor use and for each local district to use for their walk-in payments. Receipts must be printed in triplicate, pre-numbered by the printer and bound in receipt books, with numbers printed sequentially from the first book to the last. The Contractor is responsible for providing local districts with receipt books upon their request. Receipt books, as needed, must be signed for on a log and unissued receipt books must be maintained in a secured area. The log must be kept by an individual other than the person writing the receipts. Each completed receipt book shall be returned before a replacement is issued, and all copies of voided receipts must be kept for control purposes.

5.1.1.4.12 **Logs and Records** – The Contractor will maintain a mail receipt log and records providing at a minimum, the following information each day:

- Time mail received
- Quantity of mail received by:
  - Payments
  - Correspondence only
  - Electronic Payments
    - Computer tapes
    - Cartridges

- Time mail opening completed for:
  - Paper payments
  - Electronic payments

5.1.1.5 **Sorting Envelope Contents** – The contractor must sort the contents of every envelope in a manner that allows for full and proper processing of every payment in accordance with the performance standards contained in 5.1 and 5.14 of this RFP. In order to meet those performance standards, the Contractor must gather different types of information for various payment sources and complete special processing as required. The contractor's sorting of envelopes contents is vital and must encompass the following:

5.1.1.5.1 Payment Sources

- Noncustodial Parents

- Employers
- Other NYS Jurisdictions (referred herein after as SCU payments)
- Other State Child Support Agencies
- Property Execution
- DTF

5.1.1.5.2 Acceptable Formats for Payments Received in the Mail - The Contractor must sort the local district payments as follows:

5.1.1.5.2.1 Employer payment with a coupon or coupons

5.1.1.5.2.2 Employer payment with an account number(s)/amount(s) listing

5.1.1.5.2.3 Employer payment with a single account number on the payment or supporting documentation

5.1.1.5.2.4 Employer payment with multiple account numbers and amounts on the payment or supporting documentation

5.1.1.5.2.5 Employer payment without an account number, also known as “Employer Unidentified Payment"

5.1.1.5.2.6 Employer payment with multiple account numbers without an amount per account number also known as “Employer Unidentified Payment”

5.1.1.5.2.7 Noncustodial Parent payment with a coupon or coupons

5.1.1.5.2.8 Noncustodial Parent payment with a single account number on the payment or supporting documentation

5.1.1.5.2.9 Noncustodial Parent payment with multiple accounts and amounts on the payment or supporting documentation.

5.1.1.5.2.10 Noncustodial Parent payment without an account number, also known as “Noncustodial Parent Unidentified Payment"

5.1.1.5.2.11 Noncustodial Parent payment with multiple account numbers without an amount per account, also known as “Noncustodial Parent Unidentified Payment”

5.1.1.5.2.12 Any form of noncustodial parent payment with a full return address

5.1.1.5.2.13 Property execution payment with coupon containing "53" numerics on right side of coupon

5.1.1.5.2.14 Any documents and/or notation indicating that the payment is resulting from property execution

5.1.1.5.2.15 Property execution payment with a copy of the property execution document

5.1.1.5.2.16 Single payment from another New York State SCU with or without an account number recorded on the payment or supporting documentation

5.1.1.5.2.17 Single payment from another state child support agency with or without an account number recorded on the payment or supporting documentation

2007

5.1.1.5.2.18 Single payment and a listing from another state child support agency with or without amounts per account numbers

5.1.1.5.2.19 Single payment and multiple listings from another state child support agency with or without amounts per account numbers

5.1.1.5.2.20 Payments without a valid CSMS account number should either be identified and outsorted as a mail opening task or as a data entry task later in the Contractor's payment process.

5.1.1.5.3 Other Documents Received in the Mail

- Payment for multiple SCUs made payable to the "New York State Child Support Processing Center" either as a payment with computer tape/cartridge or a payment with multiple listings/multiple coupons.
- Misdirected payments
- Correspondence with payments
- Correspondence only
- Outreach correspondence only
- Misdirected correspondence only
- Noncustodial parent payment envelope with full return address.

5.1.1.5.3.1 Payments received with multiple listings the contractor must photocopy the payment instrument and at a minimum the fist page of supporting documentation during mail opening and retain the documentation.

5.1.1.6 **Performance** - The Contractor's performance under Mail Receipt, Opening and Sorting will be measured by a test check performed by the OTDA staff.

5.1.2 **Payment Documentation** – The Contractor must, immediately upon mail opening, create an electronic digital copy of all documentation received with or without each and every payment, i.e., correspondence, payment remittance devices and various attachments, e.g., envelopes, stubs, listings, coupons, etc. The electronic digital copies must be used to provide required documentation noted in 5.1 of this RFP as well as supporting payment file creation as noted in 4.1.2 of this RFP. The Contractor must:

5.1.2.1 Ensure that all electronic digital copies are as clear and readable as the original paper source documents, throughout the required six (6) year retention period.

5.1.2.2 Retain for a period of not less than thirty (30) days, segregated by processing day, and batch within processing day, hard copies of all actual batch headers and any other source documentation that accompanied payments. The contractor is required to provide photocopies of batch headers and any other source documentation requested by a local district SCU or the OTDA for any payments processed in the last thirty (30) days for which the Contractor failed:

5.1.2.2.1 to make an electronic digital copy

5.1.2.2.2 for those payments with an electronic digital copy which cannot be retrieved by the contractor, or

5.1.2.2.3 for those payments with an electronic digital copy which are not readable in the OTDA's judgement.

5.1.2.3 Be liable to the OTDA for liquidated damages as noted in 3.2.3 of this RFP for failure to provide clear and readable electronic digital copies as required herein.

5.1.2.4 Employ an indexing process that enables the Contractor to retrieve, print and transmit the documents by either facsimile or as an electronic datafile within the timeframes noted in 5.1 of this RFP.

5.1.2.5 Make available an electronic digital copy for the following:

5.1.2.5.1 payments processed and deposited into the New York State Child Support Processing Center bank account, i.e., non-electronic funds transfer payments

5.1.2.5.2 payments posted to CSMS suspense account(s)

5.1.2.5.3 payment rejected by the CSMS nightly accounting run

5.1.2.5.4 misdirected payments and payments not acceptable for deposit

5.1.2.6 Provide an electronic digital copy of the following items for each of the items noted in 5.1.2.5 of this RFP:

:

5.1.2.6.1 batch headers

5.1.2.6.2 front of all remittance devices

5.1.2.6.3 front and back of all documentation included with individual remittance devices that contain any information whatsoever.

5.1.2.7 Ensure accuracy of electronic digital copy process and provide accurate records pertaining to:

5.1.2.7.1 indexing

5.1.2.7.2 retrieval

5.1.2.7.3 visual display

5.1.2.7.4 reproduction

5.1.2.7.5 storing

5.1.2.8 Provide, at no additional cost to the OTDA, emergency and non-emergency repair and maintenance to ensure that the electronic digital copy equipment remains operable and functional throughout its useful life.

5.1.2.9 Maintain a log of all maintenance of the electronic digital copy equipment.

5.1.3 **Researching Payments without an Account Number** - The Contractor must perform the tasks noted in 4.1.2.3 of this RFP and follow the OTDA procedures for identifying the correct CSMS account number to which a payment must be credited. This performance standard will be measured as part of payment processing test check performed by the OTDA as well as part of the payment processing Error Rate (see Appendix E and section 3.2.3.2.2).

5.1.4 **Payment Processing**

5.1.4.1 **Payments Not Acceptable for Deposit** - The Contractor must not accept for processing and deposit any payment not acceptable by the OTDA's Banking

2007

Contractor (e.g. post dated checks, dated more than three days from the day payment was retrieved from the post office box). The Contractor must identify and return all payments received from noncustodial parents and employers that are not acceptable for deposit and provide the remittor with an explanation of the returned payment. The Contractor must return the unacceptable payments via first class mail and they must be delivered to the U.S. Postal Service on the same day the payments were received. The Contractor must include a cover letter describing the reason(s) for returning the payments and must retain a copy of each letter with copies of payment and supporting documentation. An electronic copy of each payment and accompanying letter must be provided to the effected local district by 9:00 A.M. the next business day.

5.1.4.2 **Data Required** - The Contractor must provide with every payment recorded on the daily payment files to be transmitted to the OTDA, all data elements as noted in Appendix E of this RFP. The Contractor must gather data and consolidate the information in accordance with 4.1 of this RFP to ensure that the datafile format, deposit preparation, and reporting requirements noted in 5.1 and 5.14 of this RFP are met.

5.1.4.3 **Electronic Forms** - The Contractor must directly receive from local district SCUs and process the following electronic reports on a daily basis:

5.1.4.3.1 **"Walk-in Payments"** - Local districts will provide the contractor electronically with a listing of payments received by the local district. The Contractor must include all walk-in payments received by 2:00 P.M. on the payment file transmitted to the OTDA on its respective day.

5.1.4.3.2 **"Payment Documentation Requests"** - Local districts will electronically provide the Contractor with requests for payment documentation which the Contractor must process in accordance with 4.1.5.3.2 and 5.1.4.10.2 of this RFP.

5.1.4.3.3 **"Confirmation of Payments Requests"** - Local districts will electronically provide the Contractor with requests for confirmation of payments which the Contractor must process in accordance with 4.1.5.4 and 5.1.4.10.4 of this RFP.

5.1.4.3.4 **"Cash Receipt Books"** - Local districts will electronically provide the Contractor with requests for cash receipt books which the Contractor must provide in accordance with 5.1.1.4.11 of this RFP. The Contractor must mail receipt books to requesting local district by priority mail within twenty-four (24) hours of receiving a request.

5.1.4.3.5 **"Communicating General Information"** - Local districts will provide the Contractor electronically or via facsimile with general communications involving any aspect of Centralized Operations which the Contractor will respond to in accordance with Chapters 4 and 5 of this RFP.

5.1.4.3.6 The Contractor must develop, maintain and update the electronic method and format as requested by the OTDA. The Contractor must obtain approval from the OTDA in advance of implementing the electronic system, new or updated formats.

5.1.4.4 **Edits** - The Contractor must maintain and complete edits as specified in 4.1.2.4.1 of the RFP. The Contractor must update its edit process, manual and/or systematic, within twenty-four (24) hours of receipt of any new information from local district SCUs or the OTDA. The Contractor must

complete the edits whether or not the payments are received in the mail or in an electronic format.

5.1.4.5 **Processing Timeframes**

5.1.4.5.1 The Contractor must process the payments retrieved from the post office box on Saturdays at the general mail facility and include those payments on the payment file transmitted to the OTDA by noon the following Monday.

5.1.4.5.2 The Contractor must process no less that 80% of the payments retrieved from the post office box at the general mail facility on Mondays or a business day after a holiday and include those payments on the payment file sent to the OTDA by 7:00 P.M. on Monday or the business day after a holiday.

5.1.4.5.3 The Contractor must process the payments retrieved from the post office box on Tuesday plus the unprocessed mail identified in 5.1.4.5.2 retrieved on Monday or two (2) business days after a holiday and include those payments on the payment file transmitted to the OTDA by 7:00 P.M. on Tuesday or two (2) business days after a holiday.

5.1.4.5.4 The Contractor must process the payments retrieved from the post office box at the general mail facility Wednesday through Fridays and include those payments on the payment file sent to the OTDA by 7:00 P.M. on its respective day (e.g., payments placed in the post office box on Thursday must be on the file transmitted to the OTDA on that same Thursday).

5.1.4.6 **Creation of Datafile** – The Contractor must complete payment processing tasks noted in 4.1.2 and must create a payment datafile that includes all the required information for all payments (see Appendix E of this RFP).

5.1.4.7 **Payment Information**

5.1.4.7.1 **Payment Information Received from Bank as Electronic Data Information** - The Contractor must process payments received from the bank, under contract with the OTDA to provide central collection banking services, and include those payments on the payment file transmitted to the OTDA the following business day unless the Contractor receives those payments before noon, in which case, the Contractor must process those payments and include them on the payment file sent to the OTDA on the same day as received. The Contractor must develop a process that segregates payments remitted via EFT between employer, other states child support agencies, noncustodial parents and property execution and maintain a process that records those payments on the datafile transmitted to the OTDA with all required data elements for each category of payment, e.g. employer batch type 57, other states batch type 50, etc (see Appendix E of this RFP).

5.1.4.7.2 **Payment Information Received from Employers as Electronic Data Information other than form Electronic Funds Transfer** - The Contractor must process payments received from employers that provide payment information on diskettes, cartridges or computer tapes, or from an electronically transmitted file in a format acceptable to the OTDA, e.g. TCPIP/FTP or secured Internet protocol. The Contractor must include those payments on the payment file transmitted to the OTDA the following business day unless the Contractor receives those payments before noon, in which case, the Contractor must process those payments and include them on the payment file sent to the OTDA on the same day as received.

5.1.4.7.3 **Payment Information for Transfers from New York State Child Support Processing Center Bank Account -** The Contractor must process those payments identified in 4.1.2.5.1 through 4.1.2.5.6, and 4.1.2.5.8 of this RFP and include them on the payment file transmitted to the OTDA the same day.

5.1.4.7.4 **Payment Information for Payments Outsorted to Outreach** – The contractor must complete the required outreach tasks as noted in 4.10 and 5.10 of this RFP and include those payments on the payment file transmitted to the OTDA, within forty-eight (48) hours or two (2) days from the time the payments were retrieved from the U.S. Postal Service post office box, regardless of the time of day that copies of those payments were initially provided by Payment Processing to Outreach. For example, payments outsorted at 1:00 P.M. on Monday must be included on the payment file transmitted on Wednesday by the 7:00 P.M. required transmission time, even though outreach did not have a full forty-eight (48) hours to complete its required tasks.

5.1.4.8 **Payment File Transmission** - The Contractor must daily complete transmission of four (4) separate payment files for Rest of State and one payment file for New York City (see 4.1.2.7 of this RFP) by 7:00 P.M. Monday through Friday. The Contractor must complete transmissions of four (4) separate payment files for Rest of State and one payment file for New York City for Saturday payments to the OTDA on each following processing day by noon. The Contractor must access CSMS and perform request production run screen tasks to verify receipt of all five (5) payment datafiles by the OTDA. The Contractor must retain screen prints to provide an audit trail of acceptance of the datafile. The Contractor must follow the OTDA contact person protocol should repeat transmission fail after the first datafile transfer failure.

5.1.4.9 **Providing Previously Transmitted Payment File** - The Contractor must, at the request of the OTDA, re-transmit one or more of the five (5) daily payment files previously transmitted to the OTDA on any one of the last ten (10) business days prior to the day of the request.

5.1.4.10 **Documentation Requests** – The Contractor must meet the following performance standards:

5.1.4.10.1 **Suspense Documentation** - The Contractor must electronically provide each local district with imaged copies of the payment documentation to support the payments processed to each of the local districts' suspense accounts, e.g., copies of remittance devices, coupons, payment stubs, correspondence, envelopes and pay listings. Imaged documents must be made available no later that 9:00 A.M. the next business day the payments were included on the payment file transmitted to the OTDA.

5.1.4.10.2 **Payment Documentation Requests** - On a daily basis, local districts request payment documentation for payments processed in the past, anywhere from the prior day's processing up to the preceding six (6) years of payments processed. The Contractor must provide the requested payment documentation by transmitting that documentation electronically to the requesting local district. The Contractor must include readable copies mirroring the front of remittance devices, coupons, envelopes and the hard copy source documentation received with each payment. The Contractor is required on a daily basis to receive and provide up to 200 payment documentation requests for all fifty-eight (58) local districts within twenty-four (24) hours of receipt.

5.1.4.10.3 **Rejected Transactions Documentation** - On a daily basis, the Contractor must access CSMS to determine for each of the fifty-eight (58) local districts, the rejected payment processing transactions from the previous day's processing by retrieving the payment documentation for those rejected transactions. The Contractor must electronically provide. The payment processing documentation for each of the rejected transactions including readable copies mirroring the front of remittance devices, coupons, envelopes and the hard copy source documentation received with each payment. The Contractor is required to provide the rejected transaction documentation to the respective local district within twenty-four (24) hours from the Contractor's determination that a local district has rejected payment processing transactions.

5.1.4.10.4 **Confirmation Requests** - On a daily basis, local districts may directly request confirmation from the Contractor that all payments that have been received by the Contractor for a specific noncustodial parent have been processed. The Contractor must electronically provide confirmation that: all payments as of a certain date and recent suspense postings (see 4.1.2.3.8 and 4.10 of this RFP), have been reviewed and do not include payments for said noncustodial parent. For payments unprocessed for the noncustodial parent, the Contractor must identify and record the payments on the request form. The Contractor must have a staff member designated to receive requests, conduct the review of noncustodial parent payments, complete the form, sign and return the confirmation electronically to the respective local district. Confirmation requests received by the Contractor by 12:00 noon must be processed and returned to the respective local district by 4:00 P.M. the same day. Confirmation requests received by the Contractor after 12:00 noon must be processed and returned to the respective local district by 12:00 noon the following business day.

5.1.4.10.5 **Foreign Currency Log** - The Contractor must provide an electronic record within twenty-four (24) hours of receipt of payments payable in foreign funds with a copy of the payment and foreign currency log to the respective local district SCU.

5.1.4.10.6 **Documentation in Electronic Format** – the Contractor must provide all documentation as noted in 5.1.4.10.1 through 5.1.4.10.5 of this RFP in an electronic datafile format acceptable to the OTDA and make the file or system containing the file available to OTDA or local district on a daily basis after notification from the OTDA to begin to do so.

5.1.4.11 **Payments Received with Insufficient Identifying Information** - The Contractor must encourage noncustodial parents and employers to submit sufficient information with their payments such that in any month no more than 7% of all noncustodial parent and employer payments received during that month will necessitate further review of records prior to recording the payment on the datafiles to be sent to the OTDA. The Contractor must maintain records that provide monthly figures of the number of payments received from noncustodial parents and employers, respectively, which require further identification. Performance under this standard shall be measured on a monthly basis by the OTDA review of the records maintained by the Contractor. The Contractor will maintain records and notify on a monthly basis, OTDA, of any employer that has failed on three different occasions to remit payments with sufficient identifying information.

5.1.4.12 **Misdirect/Payments Not Acceptable for Deposit –** The contractor must identify and return all payments received from noncustodial parents and employers who's payments after mail opening have been determined to be misdirected or unacceptable for deposit. The payments accompanied with a letter identifying the reason for the returning of the payment must be returned by the Contractor via first class mail and they must be delivered to the U. S. Postal Service on the same day as received. An electronic copy of the letter accompanying the returned payment to the noncustodial parent or employee must be made available to the respective local district SCU by 9:00 A.M. the following business day.

5.1.4.13 **Pre-Authorized Electronic Transfer of Payments** - The Contractor must encourage noncustodial parents who pay directly to use electronic funds transfers (EFT) from their bank accounts for remitting child support payments. The Contractor must document all attempts, whether successful or not, to encourage noncustodial parents to remit payments via pre-authorized EFT.

5.1.4.14 **Converting Employers to Electronic Payments** - The Contractor must convert employers to remit payment information via computer tape or other forms of electronic data transfer, (see section 4.10) such that the employer payments to be processed by the Contractor in a given month are remitted and processed in one of these mediums, exceeds: 35% for each month in contract year one, 38% for each month in contract year two (2) and 40% for each month in contract year three (3) through five (5). The Contractor must, within ten (10) days of the end of each CSMS month submit a report to the OTDA which at a minimum details the number of and percent of employer payments received and processed by, cartridge, computer tape, or other forms of electronic data transfer; the manner in which the percentage was calculated; and in those instances where the percentage is less than the percentage required herein, include a narrative which documents the Contractor's outreach efforts. The Contractor must retain documentation of all instances where they attempted, whether successfully or not, to convert employers to remit payment information via these formats.

5.1.4.15 **Logs** - The Contractor must, at a minimum, maintain the following logs in support of payment processing.

5.1.4.15.1 **Mail Receipt and Opening Log** to include, at a minimum:
5.1.4.15.1.1 Processing Date
5.1.4.15.1.2 Time mail received at New York State Child Support Processing Center
5.1.4.15.1.3 Grand total of all mail received.
5.1.4.15.1.4 Time mail opening was completed
5.1.4.15.1.5 Number of diskettes, cartridges and computer tapes received which include payment information

5.1.4.15.2 **Electronic Data Information Log** to include, at a minimum:
5.1.4.15.2.1 Source of information bank, employer name, other state child support agency, noncustodial parent, property execution, Internet and credit card companies.
5.1.4.15.2.2 Data and time received
5.1.4.15.2.3 Number and amounts of payments
5.1.4.15.2.4 Date and time included on payment file

5.1.4.15.3 **Rejected Payment and Suspense Payment Logs** to include, at a minimum:

5.1.4.15.3.1 date
5.1.4.15.3.2 local district

5.1.4.15.3.3 number of employer and noncustodial parent items posted to suspense
5.1.4.15.3.4 number of payments rejected and reason for reject
5.1.4.15.3.5 date documentation was sent via facsimile to local district
5.1.4.15.3.6 date corrective action was completed

5.1.4.15.4 **Payment File Transmission Log** to include, at a minimum:
5.1.4.15.4.1 Transmission date
5.1.4.15.4.2 Time transmission started for each of the 5 payment files
5.1.4.15.4.3 Time transmission completed for each of the 5 payment files
5.1.4.15.4.4 Number of records transmitted for each of 5 payments files
5.1.4.15.4.5 All of the above, if a re-transmission was necessary

5.1.4.15.5 **Payment Documentation and Confirmation of Payment Request Logs** to include, at a minimum:

5.1.4.15.5.1.1 date and time documentation request received
5.1.4.15.5.1.2 name of local district or the OTDA
5.1.4.15.5.1.3 type of documentation requested
5.1.4.15.5.1.4 sequential request number
5.1.4.15.5.1.5 date and time information was provided to local district for each entry on the request form

5.1.4.15.6 **Walk-In Payments,** to include, at a minimum:

5.1.4.15.6.1 date and time notifications received
5.1.4.15.6.2 name of local district or the OTDA

5.1.4.16 **Endorsements** - The Contractor must record "FOR DEPOSIT ONLY" on every non-cash payment received for a local district Support Collection Unit (SCU). The Contractor must also record on the back of the payment, the words "New York State Child Support Processing Center" and the NYSCSPC bank account number.

5.1.4.17 **Audit Trail** - The Contractor must record a legible audit trail on the back of every payment and any coupon accompanying a payment, such that the audit trail remains legible if later reproduced, photocopied, or imaged. The audit trail on the image coupon can be recorded on the front of the coupon as long as it does not overlay any of the identifying information. The audit trail on the payment and coupon must include the minimum information noted in 4.1.2.6.4.2 and 4.1.2.6.4.4 of the RFP.

5.1.4.18 **Noncustodial Parent and Employer who Previously Remitted Payments with Non-Sufficient Funds (NSF)** - The Contractor must identify and return all non-certified payments received from noncustodial parents and employers who have been identified by a local district Support Collection Unit (SCU) or is known by the Contractor as having previously remitted a payment that was found to have non-sufficient funds. The NSF payments must be returned by the Contractor via first class mail and they must be delivered to the U.S. Postal Service on the same day as received. A copy of the letter accompanying the returned NSF payment to the noncustodial parent or employer must be sent made available by 9:00 A.M. the next business day to the respective local district SCU.

5.1.4.19 **Unprocessed Payments** - The Contractor must secure in a safe any payment that has not been fully processed, transmitted to the OTDA and deposited into the New York State Child Support Processing Center bank account. This

includes payments fully processed and transmitted but awaiting courier pick-up the following morning as noted in 4.1.3.2 and 5.1.5.2.1 of this RFP. The Contractor must maintain a listing of unprocessed payments for the purpose of providing sufficient information as required in 4.1.5.4 of this RFP and 5.1.4.10.4 herein. The Contractor must notify the on-site OTDA contract monitoring unit in writing, by 8:00 A.M. each day, of any unprocessed payments for the prior day and must identify the reason for unprocessed payments and the corrective action to process those payments and stop further occurrence of the same day processing standard deficiency.

5.1.4.20 **Performance** - The Contractor's performance under the above standards unless otherwise noted will be measured by a test check performed by the OTDA staff.

5.1.5 **Deposits/Transfers**

5.1.5.1 **Deposit Documentation** – The Contractor must retain a copy the NYSCSPC completed deposit tickets along with a copy of the deposit ten-key tape.

5.1.5.2 **Timeframe**

5.1.5.2.1 **Deposit** - The Contractor must deposit all payments within twenty-four (24) hours of receipt. Under no circumstances is the processing and deposit of payments to be delayed because a payment cannot be identified to a specific account following the OTDA's CSMS research procedures or the Contractor's Outreach tasks.

5.1.5.2.2 **Transfers** - The Contractor must review the records of payments on deposit in the New York State Child Support Processing Center bank account to identify and transfer to the respective local district Support Collection Unit bank account, within twenty-four (24) hours, those funds that have been received as:

5.1.5.2.2.1 Electronic funds transfer payments

5.1.5.2.2.2 Deposited as a single payment from:

5.1.5.2.2.2.1 Noncustodial parents

5.1.5.2.2.2.2 Other state child support agencies

5.1.5.2.2.2.3 Employers

5.1.5.2.2.2.4 Internet or credit card companies

5.1.5.2.2.2.5 Property execution from financial institutions

5.1.5.2.2.3 The Contractor must maintain a daily record of bank transfers which will include by source category, at a minimum:

-the date of the bank transfer;
-the name of the local district to which the funds were transferred;
-the local district bank account number;
-the amount of the bank transfer; and
-the deposit date, which the bank transfer of payments reflects.

5.1.5.3 **Non-Sufficient Fund (NSF) Payments** - For payments found to have non-sufficient funds, the Contractor must re-deposit the returned remittance device a second time and then if found to be NSF:

5.1.5.3.1 maintain an NSF log and record providing, at minimum, the following information:

5.1.5.3.1.1 bank NSF date
5.1.5.3.1.2 name of remitter name
5.1.5.3.1.3 telephone number of remitter
5.1.5.3.1.4 remitter contact name
5.1.5.3.1.5 check date
5.1.5.3.1.6 check amount
5.1.5.3.1.7 check number
5.1.5.3.1.8 date copy mailed to remitter for collection
5.1.5.3.1.9 date collection due from remitter
5.1.5.3.1.10 indicator if collected
5.1.5.3.1.11 date of collection
5.1.5.3.1.12 date referred for collection
5.1.5.3.1.13 outcome of collection activities
5.1.5.3.1.14 date collection completed

5.1.5.3.2 Return a copy of the rejected payment to the remitter and advise them in writing that the present payment and all future payments must be remitted in a certified form;

5.1.5.3.3 Notify the OTDA of items found to have non-sufficient funds the same day that such notification is received from the banking contractor;

5.1.5.3.4 Mail the copy of the rejected payment and the letter requesting certified payment to the remitter on the same day as the rejected payment is identified. The Contractor must not complete a negative bank transfer or forward debit memos to local districts for those non-sufficient fund payments. The Contractor must secure collection on payments where the remitter failed to provide certified payment.

5.1.5.3.5 The Contractor is liable dollar for dollar, for the amount of subsequent non-sufficient fund payment from any payment that previously tendered a payment with non-sufficient funds where the Contractor has received notice from the local district SCU or bank under contract with the OTDA to provide banking services. The Contractor must provide the funds within twenty-four (24) hours of the notification of the NSF payment.

5.1.5.3.6 The Contractor must provide to each local district an electronic listing of noncustodial parents and businesses where notice has been received from the bank of non-sufficient funds.

5.1.5.4 **Non-Collectable Payments** – The Contractor must notify the OTDA of payments returned from the bank under contract to provide banking services as non-collectable (e.g., stopped payment, return to maker, account closed) the same day that notification is received from the bank. The Contractor must:

5.1.5.4.1 return a copy of the rejected payment to the remitter and advise them in writing that the present payment must be replaced;

5.1.5.4.2 mail the copy of the rejected payment and the letter requesting a replacement payment to the remitter and on the same day as the rejected payment is

identified. Secure collection on payments where the remitter fails to provide a replacement payment.

5.1.5.4.3 The Contractor must provide to each local district an electronic listing of noncustodial parents and businesses where notice has been received from the bank of non-collectible funds.

5.1.5.5 **Encoding Errors** – The Contractor must encode the payments with Magnetic Ink Character Recognition (MICR) print format acceptable by the banking industry. The amount must represent the amount written in words on each payment. If the amount is not written in words then the encoded amount must equal the printed numerical amount provided by the remitter. The Contractor is liable for the amount of any encoding error where payments were encoded by the Contractor in an amount other than the actual payment amount recorded on the payment (e.g., encoded for $32.00 payment for $320.00, Contractor is liable for $288.00). The Contractor must provide the funds within twenty-four (24) hours of the notification of the encoding error. The written words identifying the payment amount will be used to identify errors unless the only amount provided on the payment is a numerical amount.

5.1.5.6 **Deposit Slips** – The Contractor must maintain an ongoing two (2) month supply of encoded deposit slips for contractor use. Deposit slips are to be obtained from the bank under contract with the OTDA to provide banking services.

5.1.5.7 **Performance** - The Contractor's performance under the above standards unless otherwise noted will be measured by a test check performed by the OTDA staff.

5.1.6 **Error Rate**

5.1.6.1 **Standard** - The Contractor must not exceed in any month a payment processing error rate of four-tenths of one percent of all payments required to be processed for the month.

5.1.6.2 **Types of Errors** - The Contractor has committed a payment processing error when the Contractor has failed to meet any of the following processing standards:

5.1.6.2.1 process a payment within the payment processing standard.

5.1.6.2.2 credit the correct payment amount to a noncustodial parent CSMS account or local district CSMS suspense account to include completing an accurate required payment conversion for foreign currency and/or required payment proration.

5.1.6.2.3 identify the correct CSMS account to which a payment should be processed given a thorough review of all the information provided with the payment, the completion of CSMS research procedures as noted in 4.1.2.3 and 5.1.3 of this RFP, the CSMS account verifications required in 4.1.2.3.4 and 5.1.4.4 of this RFP and completion of the Outreach tasks where applicable as noted in 4.10 and 5.10 of this RFP.

5.1.6.2.4 provide complete and accurate information for each of the data elements that must be included as required payment information as noted in Appendix E of this RFP to be provided to the OTDA.

5.1.6.2.5 identify and return a payment to the remitter after the Contractor has been notified by the respective local district SCU or the bank under contract with the OTDA to provide banking services that the remitter previously remitted payment(s) found to have non-sufficient funds.

5.1.6.2.6 transfer payments in the correct amount from the New York State Child Support Processing Center bank account to the respective local district account each day as required in 5.1.5.2.2 of this RFP.

5.1.6.2.7 locate within twenty-four (24) hours of a request from a local district or the OTDA, all payment documentation that is required to be retained in a legible format after a payment has been processed.

5.1.6.3 **Performance Measure** - The Contractor payment processing error rate will be calculated and provided by the OTDA who will determine the error rate by dividing the number of payment processing errors identified (from a monthly statistical sample that will allow disclosure of an accuracy rate of 99.6% or an error rate of .4%, with a 95% confidence level at a minus of .1%) by the total payments to be processed for the month.

5.1.6.4 **Corrective Action** - The Contractor must provide the OTDA with a corrective action plan by the end of the calendar month in which the Contractor receives a sampling report from the OTDA that identifies a payment processing error rate which exceeds .4%. The corrective action plan must detail the action taken by the Contractor to ensure that future payments are processed within the accuracy rate described in 5.1.6.1 of this RFP.

5.1.6.5 **Liability** - The Contractor is liable to the OTDA for:

5.1.6.5.1 the amount of any payment processing error identified by the OTDA after a payment file has been transmitted to the OTDA

5.1.6.5.2 the amount of any payment processed and upon subsequent review, the Contractor is unable to provide documentation to support the identification of the payment to a specific CSMS account, to include documentation that is unreadable.

5.1.6.5.3 any other remedies noted in this RFP.

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5.2 **Disbursement Processing**

5.2.1 **Debit Cards**

5.2.1.1 **Automated Teller Machines (ATM)** - The Contractor must provide at a minimum 1,310 ATM's submitted as identified on Form OR-13 Appendix C.

5.2.1.2 **No Fee Transactions** – The Contractor must provide two (2) transaction/surcharge fee free ATM withdrawal transactions per month per child support account at the ATM locations provided on Form OR-13 Appendix C as accepted by OTDA.

5.2.1.3 **Debit Cards Issuance:**

5.2.1.3.1 Brandmark **–** The Contractor must provide debit cards carrying either a Mastercard or Visa brandmark.

5.2.1.3.2 Graphics – The Contractor must provide for the debit card graphics, as approved by the OTDA.

5.2.1.3.3 Multiple CSMS Accounts – The Contractor must issue one debit card per custodial parent with multiple child support accounts.

5.2.1.3.4 Supply On-Hand – The Contractor must maintain on-hand, a two (2) months supply of debit cards sufficient to cover the number of debit card issues for the previous two months.

5.2.1.4 **Issue and Mail Debit Cards** –The Contractor must enroll custodial parents within five (5) days of automated or request for enrollment. The envelope must contain a return address of the New York State Child Support Processing Center, PO Box XXXX, Albany, NY.

5.2.1.5 **Returned Mail**

5.2.1.5.1 Debit Card Notices with a New Address –Notices returned with a new address are to be processed as follows:

5.2.1.5.1.1 Photocopy the first page of the notice containing case identifying information.

5.2.1.5.1.2 Place original contents in a new envelope, enter the new address as the mailing address and mail the new envelope.

5.2.1.5.1.3 Update CSMS to reflect the new mailing address for the custodial parent and enter appropriate remarks to reflect change.

5.2.1.5.1.4 Staple photocopy of notice to returned envelope containing the new address and retain for sixty (60) days and then destroy in a secure and confidential manner.

5.2.1.5.1.5 Update the debit card record to reflect the date of the new mailing and address.

5.2.1.5.2 Debit Card Notices without a New Address – Notices returned without a new address are to be processed as follows:

5.2.1.5.2.1 Photocopy the first page of the notice containing the case identifying information and the return envelope.

5.2.1.5.2.2 Return the original notice along with a cover sheet to the appropriate local district the same day as received.

5.2.1.5.2.3 Staple photocopy of notice and envelope together and retain for sixty (60) days, then destroy in a secure and confidential manner.

5.2.1.5.2.4 Update CSMS to reflect the returned notice.

5.2.1.5.2.5 Update the debit card record to reflect the returned notice.

5.2.1.5.3 Debit Cards with a New Address – Cards returned with a new address are to be processed as follows:

5.2.1.5.3.1 Photocopy the first page of the notice containing case identifying information.

5.2.1.5.3.2 Place original contents in a new envelope, enter the new address as the mailing address and mail the new envelope.

5.2.1.5.3.3 Update CSMS to reflect the new mailing address for the custodial parent and enter appropriate remarks to reflect change.

5.2.1.5.3.4 Update the debit card record to reflect the date of the new mailing and address.

5.2.1.5.3.5 Staple photocopy of notice to returned envelope containing the new address and retain for sixty (60) days and then destroy in a secure and confidential manner

5.2.1.5.4 Debit Cards without a New Address – Cards returned without a new address are to be processed as follows:

5.2.1.5.4.1 The returned card is to be destroyed within forty-eight (48) hours of receipt from the United States Postal Service (USPS).

5.2.1.5.4.2 Update CSMS to reflect the returned notice.

5.2.1.5.4.3 Update the debit card record to reflect the undeliverable card, the same day as is received.

5.2.1.5.4.4 Photocopy the first page of the notice containing the case identifying information and the return envelope.

5.2.1.5.4.5 Return the original notice along with a cover sheet to the appropriate local district the same day as received.

5.2.1.5.4.6 Staple photocopy of notice and envelope together and retain for sixty (60) days, then destroy in a secure and confidential manner.

5.2.1.6 **Creating Data File** – The Contractor must provide OTDA by 1:00 each day, a data file containing the individual debit card statuses such as but not limited to undeliverable cards, activated cards and terminated accounts (see Appendix F).

5.2.1.6.1 The Contractor must verify the receipt of the data file by accessing CSMS and performing STRUN job monitoring verification in accordance with the OTDA

requirements. The contractor must print and maintain a copy of each file verification.

5.2.1.7 **Customer Service**

5.2.1.7.1 Call Center - The Customer Service center must be located within the continental United States and provide, at minimum, the following performance standards:

5.2.1.7.1.1 toll free calls from the continental United States and Canada.
5.2.1.7.1.2 provide information in English and Spanish.
5.2.1.7.1.3 ensure less than a two (2) percent busy rate.
5.2.1.7.1.4 respond to a call within three (3) rings.
5.2.1.7.1.5 ensure less than a five (5) minute wait time to speak with a customer service representative.
5.2.1.7.1.6 provide same services for persons with disabilities.
5.2.1.7.1.7 complete requested action the same day received.
5.2.1.7.1.8 mail hard copy account summary the same day requested.

5.2.1.7.2 Web Site – The Customer Service website must have sufficient bandwidth to efficiently receive and process inquiries, and at a minimum, provide for the following standards:

5.2.1.7.2.1 provide same services for persons with disabilities.
5.2.1.7.2.2 complete requested action the same day received.

5.2.1.8 **Outreach** – The contractor must provide outreach to those custodial parents who have not pinned their debit card within thirty (30) and sixty (60) days of receiving their debit card. The Contractor must complete outreach by sending custodial parents an informational letter and by telephone. The Contractor must reissue debit cards to custodial parents within thirty (30) days prior to the expiration date of the debit cards. The Contractor must provide the OTDA with monthly report of the Outreach activities.

5.2.1.9 **Reversals** - Upon written notification from the OTDA to reverse monies on a custodial parent debit card, the Contractor must wire transfer those funds to the respective local district bank account within forty eight (48) hours of receiving notice from the OTDA. The Contractor must maintain a log of such requests received form the OTDA and the resulting activity of such requests.

5.2.2 **Check Stock**

5.2.2.1 **Supply On-Hand** - The Contractor must maintain on-hand, a three (3) months supply of blank check stock sufficient to cover the number of disbursements for all fifty-eight (58) local district Support Collection Units (SCU).

5.2.2.2 **Stock Requests** - The Contractor must, as needed, forward check stock requests to the OTDA who will arrange for the bank, under contract with the OTDA to perform banking services in support of centralized operations, to deliver the stock to the contractor.

5.2.2.3 **Local District SCU Supply** - The Contractor must provide each local district SCU, with pre-printed blank non-sealable check stock containing specific local district information for their use in issuing manual checks. Delivery of those

checks, by priority mail, must be made to an U.S. Postal Service Depository within twenty-four (24) hours of receiving the request from the local district.

5.2.3 **Check Production**

5.2.3.1 **Receiving Disbursement Datafiles** - The Contractor must ensure that it receives a disbursement file each business day (Monday - Friday) for each of the 58 local district SCUs via TCIP/FTP format. The disbursement datafiles will be sent to the Contractor by the OTDA each day, Monday through Friday, except holidays any time between 11:00 P.M. and 9:00 A.M. the following morning.

5.2.3.1.1 The Contractor must review the disbursement files upon receipt, verify that the data contained on each of the files is readable, non-duplicative of a previous day's file, that the starting check number is the next sequential number from the previous day's ending number, and that the disbursement file and check register information are the same. In situations where two files are received for any one local district, the Contractor must access and utilize the most recent received file.

5.2.3.1.2 The Contractor must immediately contact the OTDA if any of the fifty-eight (58) disbursement datafiles are not received by the timeframe and/or if any verification cannot be completed and confirmed as noted herein. The Contractor must complete each business day (Monday - Friday) a control log which includes, at a minimum, the date, time of day, and beginning check number provided by the OTDA's Child Support Management System for each local district SCU. The Contractor may sort, modify or rearrange the disbursement datafiles received from the OTDA as long as the Contractor meets the pull and void and discount barcode mailing performance standards required in 4.2 and 5.2 of this RFP.

5.2.3.2 **Print Checks** - The Contractor must print checks each business day (Monday - Friday) for each local district based upon the datafile received from the OTDA and in accordance with 4.2.4 of this RFP. The Contractor must employ a process that takes full advantage of zip code plus four bar code U.S. postal service discounts.

5.2.3.3 **Pull and Void Forms** - The Contractor must, beginning with the first day of Disbursement Processing, maintain and update the existing form used by the local district SCUs to request pulling and voiding of disbursements. The Contractor must obtain approval in advance from the OTDA prior to implementing updated forms.

5.2.4 **Process and Mail Checks** - The Contractor must hold the checks excluding the SCU Checks printed in accordance with 4.2.4.1 of this RFP, until 1:00 P.M. each day to allow each local district SCU time to request any pull and voids. The Contractor must pull and void checks and mail by priority mail the voided checks to the respective local districts on the same day the checks are pulled and voided. The Contractor must separate the SCU Checks sorted by the Child Support Management System (CSMS) to the end of each local district SCU disbursement datafile from the remaining checks to be mailed. After performing a further local district outsort of all SCU Checks, the Contractor must forward on the same day, those checks to payment processing by 11:00 A.M. each day rather than sealing and mailing those checks. In those instances where reprints are required, the Contractor must complete the re-print and mail those checks the same day. The Contractor must mail the checks via first class

mail on the same day the disbursement datafiles were received from the OTDA. The Contractor must deliver all checks excluding SCU Checks printed each day to the U.S. Postal Service General Mail Facility, Old Karner Road, Albany, New York, no later than 7:00 P.M. that day. Alternative times are allowed if approved in advance by the OTDA and the checks are mailed the same day. The Contractor must fold and seal checks so that the wording of "Do Not Forward" and the respective local district Support Collection Unit return address are clearly displayed such that, undeliverable checks are returned to the local district SCU, not the Contractor. The Contractor must maintain a daily log which includes at a minimum, the date checks were printed, the Child Support Management System (CSMS) run date, and the date checks were mailed for each local district SCU. The log must also include for each local district: the number of checks printed, the number of checks outsorted as SCU Checks, the number of checks pulled and voided at local district request and the number of checks actually mailed as well as the total dollar amount of checks recorded in each of the above referenced entries in that log.

5.2.5 **Check Issuance Files** – The Contractor must by 1:00 P.M. each day Monday - Friday complete the tasks noted in 4.2.7 of this RFP, and forward fifty-eight (58) local district check issuance files to the Banking Services Contractor.

5.2.6 **Direct Deposit/Debit Card Files** – The Contractor must hold the datafiles, until 1:00 P.M. each day to allow each local district SCU time to request any voiding of transactions. The Contractor must void transactions on the same day as requested. The Contractor must maintain a daily log which includes at a minimum, the date of the electronic payments, the Child Support Management System (CSMS) run date, and the date the datafiles where sent to the Banking Services Contractor. The log must also include for each local district: the number of electronic transactions, the number of transactions voided at the local district request, and the number of transactions actually sent as well as the total dollar amount of transactions recorded in each of the above referenced entries in that log. The Contractor must forward the fifty-eight (58) local district direct deposit/debit card files to the Banking Services Contractor by 3:00 P.M. the same day as received.

5.2.7 **Electronic Fund Transfer (EFT) to other NYS Counties and other State Child Support Agencies** – The Contractor must hold the datafiles, until 1:00 P.M. each day to allow each local district SCU time to request any voiding of transactions. The Contractor must void transactions on the same day as requested. The Contractor must maintain a daily log which includes at a minimum, the date of the electronic payments, the Child Support Management System (CSMS) run date, and the date the datafiles where sent to the Banking Services Contractor. The log must also include for each local district: the number of electronic transactions, the number of transactions voided at the local district request, and the number of transactions actually sent as well as the total dollar amount of transactions recorded in each of the above referenced entries in that log. The Contractor must forward the fifty-eight (58) local district direct deposit/debit card files to the Banking Services Contractor by 3:00 P.M. the same day as received.

5.2.8 **Rejected/Changed Electronic Transactions** – The Contractor must notify the respective local district of any rejected or changed transactions returned by the Banking Services Contractor. The Contractor must provide the transaction information in an electronic format the same day as received from the Banking Services Contractor.

5.2.9 **Performance** - The Contractor's performance under the above standards unless otherwise noted will be measured by a test check performed by the OTDA staff.

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5.3 **Billing Statements/Reminders**

5.3.1 **Blank Stock** - The Contractor must maintain on-hand a three (3) months supply of billing statement/reminder stock, envelopes and printing supplies, sufficient to meet the production volumes for weekly and monthly noncustodial parent billing statements and employer reminders for all fifty-eight (58) local district Support Collection Units (SCUs).

5.3.2 **Production**

5.3.2.1 **Noncustodial Parent Billing Statements** - The Contractor must, within two (2) business days of receipt of the weekly or within five (5) days of receipt of the monthly datafiles from the OTDA, print and mail noncustodial parent billing statements for all fifty-eight (58) local district SCUs using the datafiles provided by the OTDA.

5.3.2.2 **Employer Reminders** - The Contractor must, within four (4) business days from receipt of the employer reminder datafile from the OTDA, complete printing and mailing of employer reminders as required in 4.3 of this RFP.

5.3.2.3 **Sampling** – Prior to their insertion and mailing, the Contractor must perform a sampling of the printed noncustodial parent billing statements and employer reminders to ensure the following:

5.3.2.3.1 the accuracy of information
5.3.2.3.2 the alignment of data
5.3.2.3.3 the print quality

5.3.3 **Mailing** - The Contractor must mail noncustodial parent billing statements, and employer reminders by the timeframes noted in 5.3.2 herein using zip code plus four sorts to obtain bar code discounts while ensuring that the performance standards are met. The Contractor must mail noncustodial parent billing statements and employer reminders for all local districts in double window envelopes. The double window envelopes used for mailing billing statements and employer reminders must be such that the return address is clearly displayed to ensure that undeliverable billing statements and reminders are returned to the correct address. The Contractor must maintain a log that details, at a minimum, the date datafiles were received, the date statements and reminders were printed, the number of items printed and mailed for each production cycle, and the date they were mailed.

5.3.4 **Suppression Listing** – The Contractor must maintain a suppression listing of all employers who request that employer reminders not be mailed to them or of those employers noted by the OTDA that should not receive reminders. This suppression listing must automatically be updated by the Contractor with any employer who is, or has within the production month started, remitting support payments via an electronic means as identified in 4.1 of this RFP. The suppression listing must be used in accordance with 4.3.2.3.2.1 and 4.3.2.4.1.1 of this RFP.

5.3.5 **Performance** - The Contractor's performance under the above standards will be measured by a test check performed by the OTDA staff.

5.4 **Notices**

5.4.1 **Blank Stock** - The Contractor must maintain on-hand a three (3) months supply of blank notice stock, envelopes and printing supplies sufficient to meet the production volumes for all notices to be printed and mailed during that timeframe.

5.4.2 **Production**

5.4.2.1 **New Notices** - The Contractor must, within three (3) business days from receipt of the request from the OTDA, generate a draft of each notice requested by the OTDA. For those requests which require the Contractor to receive a datafile from the OTDA and insert data elements throughout the notices, the Contractor must meet the timeframe noted herein to develop the written notice and the Contractor must submit a draft of the completed notice with data within four (4) business days of the receipt of the test datafile from the OTDA. The Contractor must meet the OTDA's start date for actual notice generation unless the OTDA agrees to modify that date. The OTDA agrees to limit the number of new notices requested to be developed to seven or less in any given business week (Monday through Friday).

5.4.2.2 **Existing Notices** - The Contractor must retrieve notice datafiles from the OTDA TCPIP/FTP directory on the same day that the files are sent to the Contractor. The Contractor must print and mail all notices requested by the OTDA as follows:

5.4.2.2.1 **Daily Notices** - on the same day the datafiles are received from the OTDA.

5.4.2.2.2 **Weekly Notices** - within two (2) business days of the receipt of the datafiles from the OTDA.

5.4.2.2.3 **Monthly, Quarterly, and Annual Notices** - within five (5) business days of the receipt of the datafiles from the OTDA.

5.4.2.3 **Sampling** - Prior to their insertion and mailing, the Contractor must perform a sampling of the printed notices to ensure the following information:

5.4.2.3.1 the accuracy of information
5.4.2.3.2 the alignment of data
5.4.2.3.3 the print quality

5.4.2.4 **Programming Support** - The Contractor is responsible for programming support to ensure that the notices are printed to meet the required performance standards.

5.4.3 **Mailing** - The Contractor must mail notices by the timeframes noted in 5.4.2 herein using the zip code plus four sorts to obtain barcode discounts while ensuring that the performance standards are met. The envelopes used by the Contractor must be double window and must be such that the return address is clearly displayed to ensure that undeliverable notices are returned to the correct address. The Contractor must maintain a log that details, at a minimum, the date datafiles were received, the date notices were printed, the number of items printed and mailed each production cycle, and the date they were mailed.

5.4.4 **Performance** - The Contractor's performance under the above standards will be measured by a test check performed by the OTDA staff.

5.5 **New Hire Notification Processing**

5.5.1 **Mail Receipt, Opening and Sorting**

5.5.1.1 **Mail Receipt** - The Contractor must obtain the mail from the Department of Taxation and Finance, New Hire Notification post office box located at the U.S. Postal Service General Mail Facility, Old Karner Road, Albany, NY by 12:00 noon each day Monday through Saturday, exclusive of U.S. Postal Service holidays.

5.5.1.2 **Verify Mail** - The Contractor must, prior to opening the envelopes, review the mailing address for verification as pertaining to the New Hire Notification process. The Contractor must outsort any misdirected envelopes and return them unopened to the post office the next day.

5.5.1.3 **Mail Opening** - The Contractor must open all New Hire Reporting mail the same day it is placed in the specially designated Tax and Finance post office box located at the U.S. Postal Service mail facility.

5.5.1.4 **Envelope Review**

5.5.1.4.1 The Contractor must, each day, employ a manual and/or machine process for reviewing every envelope received in the mail to ensure that 99.999% of the time the entire contents of the envelope have been removed for all envelopes received that day.

5.5.1.4.2 The Contractor must keep the envelope with the New Hire Notification or correspondence as it may contain vital information regarding the employer.

5.5.1.5 **Batching** - The Contractor must group notifications to form batches and each batch must have a batch header affixed which records, at a minimum, the date the notifications in the batch were received in the mail at the Tax and Finance P.O. Box. The Contractor is responsible for determining the size of the batches.

5.5.1.6 **Correspondence** - The Contractor must sort correspondence from the New Hire Notifications and forward it to the Department of Taxation and Finance within twenty-four (24) hours of its receipt.

5.5.1.7 **Critical Data Review** - The Contractor must review each New Hire Notification and outsort any notifications that do not contain legible and complete information regarding the following:

5.5.1.7.1 Employer Name
5.5.1.7.2 Employer Street and City Address
5.5.1.7.3 Employer State and Zip Code
5.5.1.7.4 Employer Identification Number
5.5.1.7.5 Employee Last Name
5.5.1.7.6 Employee Social Security Number

5.5.1.8 **Facsimile Machines** - The Contractor must maintain sufficient number of facsimile machines to ensure receipt of new hire notification twenty-four (24) hours a day, seven (7) days a week except for normal downtime for equipment maintenance.

5.5.2 **Notification Processing**

5.5.2.1 **Data Required** - The Contractor must, on a daily basis, six (6) days a week:

5.5.2.1.1 **Data Enter** new hire notification critical information as noted in 5.5.2.2 herein and the required additional information as noted in 4.5.1.5 of this RFP for:

5.5.2.1.1.1 notifications received in the mail other than in electronic format, and
5.5.2.1.1.2 notifications received via facsimile.

5.5.2.1.2 **Extract** new hire notification information provided via the New York New Hire Website or on diskettes, cartridges and computer tape, for both critical data elements as noted in 5.5.2.2 of this RFP and the required additional data elements as noted in 4.5.1.5 of this RFP.

5.5.2.2 **Data Verification** - The Contractor must, in those instances where new hire notification information must be manually captured, data enter the following critical data elements twice and have internal software or programming verify that the information data entered the second time mirrors the information data entered the first time by the same staff person:

5.5.2.2.1 Employer EIN
5.5.2.2.2 Employee Last Name
5.5.2.2.3 Employee Social Security Number

The Contractor must immediately correct any errors detected during the double data entry process The Contractor must eliminate all duplicate reporting of New Hire Notifications.

5.5.2.3 **Edits** - The Contractor must ensure that the data edits required by 4.5.1.5 and 5.5.2.2 of the RFP are performed for each and every new hire notification manually data entered as noted in 5.5.2.1.1 of this RFP.

5.5.2.4 **Transmitting Datafile to the OTDA** - The Contractor must transmit separate datafiles to the OTDA and the Department of Taxation and Finance by 12:00 noon each day and include data for all New Hire Notifications received by the Contractor by 12:00 noon the previous business day. The Contractor must:

5.5.2.4.1 create a datafile in the format as noted in Appendix F of the RFP which contains the information data entered; received via the New York New Hire Website, extracted from diskettes, cartridges, and computer tapes to include employer compliance data elements; and

5.5.2.4.2 electronically transmit to the OTDA the New Hire Notification datafile previously provided to the OTDA on any one of the last fifteen (15) business days prior to the day of the request from the OTDA.

5.5.2.5 **Unprocessed Notifications** - The Contractor must immediately notify the OTDA, upon receipt of the daily mail and facsimile notifications, of any instances where notifications were not processed in accordance with 4.5 and 5.5 of this RFP.

5.5.2.6 **Logs and Reports** - The Contractor must, at a minimum, maintain the following logs and reports in a format as required by the OTDA:

5.5.2.6.1 a log of daily volumes received which report items processed, unprocessed or returned, duplications, and identify the volumes by source, e.g., Website, Facsimile, etc.;

5.5.2.6.2 a log of daily datafile transmissions to the OTDA and the Department of Taxation and Finance;

5.5.2.6.3 a daily log of Returned New Hire Notifications;

5.5.2.6.4 a monthly report of volumes received which were either processed, unprocessed, duplications or returned; and

5.5.2.6.5 a monthly log of daily processing problems, downtime, etc.

5.5.2.7 **Returning Incomplete or Illegible Notifications** - The Contractor must return to the respective employer by delivery to the U.S. Postal Service mail facility, within twenty-four (twenty-four (24)) hours of their receipt excluding Sundays and U.S. Postal Service holidays, all New Hire Notifications which have been found to contain illegible or incomplete information regarding the data elements noted in 5.5.1.7 of this RFP. The Contractor must include a letter with the returned New Hire Notifications which states the reason(s) for returning the notifications and which also specifies the information required and the timeframe by which the notifications must be re-submitted by the employer. The Contractor must develop the format and wording of the letter to be sent to the employer and the Contractor must obtain prior OTDA approval before implementation. The Contractor must retain a copy of all returned notifications along with a copy of the letters stating the reason(s) for return.

5.5.2.8 **Documentation Requests** - The Contractor must, within two (2) business days of receiving a request from the OTDA, provide all source documentation received from employers to enable the OTDA to verify information previously transmitted to the OTDA.

5.5.2.9 **Error Detection and Correction**

5.5.2.9.1 **Definition of an Error** - For the purposes of detecting an error as noted in 5.5.2.9.2 of this RFP and assessment of liquidated damages in accordance with Section 3.2.3. of the Agreement, an error is defined as "the Contractor's failure when an employer provides new hire notification information":

5.5.2.9.1.1 by omitting one or more of the vital data elements as noted in Appendix E, of this RFP;

5.5.2.9.1.2 to accurately capture information for one of the vital data elements as noted in Appendix E, of this RFP; or

5.5.2.9.2 **Detection of Errors** - Errors can be detected in any one or all of the following instances by:

5.5.2.9.2.1 the Contractor during and after completion of new hire notification processing;

5.5.2.9.2.2 the OTDA during its monitoring of the Contractor's completion of new hire notification task requirements

5.5.2.9.2.3 the Contractor during the completion of the new hire notification sampling requirements under 5.5.3.3 of this RFP.

5.5.2.9.2.4 the Department of Taxation and Finance during its monitoring of the Contractors completion of new hire task requirements.

5.5.2.9.3 **Error Correction** - The Contractor must notify the OTDA of all errors the Contractor detects after processing has been completed. Regardless of whether the OTDA or the Contractor detects the error, the Contractor must, within twenty-four (24) hours of the notification of the error, in those cases where the OTDA determines it necessary, complete corrective action and provide written documentation detailing the action taken to rectify the error.

5.5.2.9.4 **Procedure and Internal Control Modifications** - The Contractor must immediately modify procedures and internal controls to ensure errors do not occur again.

5.5.2.9.5 **Notices** - The Contractor must print and mail notices, as deemed necessary by the OTDA, according to an agreed upon schedule, to explain or rectify errors. The Contractor is liable for all costs associated with preparing and distributing such notices.

5.5.3 **Sampling Error Rate**

5.5.3.1 **Standard** - The Contractor must not exceed in any month a New Hire Notification error rate of four (4) percent of all notifications processed for the month.

5.5.3.2 **Types of Errors** - The Contractor errors as defined in 5.5.2.9 of this RFP will be used as the basis for determining errors detected under the random sample to be completed in 5.5.3.3 of this RFP.

5.5.3.3 **Performance Measure** -The Contractor New Hire Notification processing error rate calculated and provided by the OTDA's Sampling Contractor which will determine the error rate by dividing the number of new hire notifications errors identified (from a statistical sample that will allow disclosure of an accuracy rate of 96.0% or an error rate of 4.0%, with a 95% confidence level at a minus of .1%) by the total notifications to be processed for the month.

5.5.3.4 **Corrective Action** - The Contractor must provide the OTDA with a corrective action plan by the end of the calendar month in which the Contractor identifies a New Hire Notification processing error rate which exceeds 4.0%. The corrective action plan must detail the action taken by the Contractor to ensure that future new hire notifications are processed within the accuracy rate described in 5.5.3.3 of this RFP.

5.5.4 **Record Retention** - The Contractor must retain all source documentation received as New Hire Notification for a period of six (6) months and the source information must be maintained in a manner such that the information is readily identifiable to support:

5.5.4.1 each individual data element recorded on the datafile submitted to the OTDA and the Department of Taxation and Finance as required in 4.5.1.5 of this RFP.

5.5.4.2 enable the Contractor to meet the retrieval requirements as noted in 5.5.2.4.2 of this RFP for providing source documents for verifying accuracy of information provided to the OTDA and the Department of Taxation and Finance.

5.5.5 **Performance Measure** - The Contractor's performance under the standards noted in 5.5 of this RFP unless otherwise noted will be measured by test check performed by the OTDA staff and/or announced or unannounced inspections and on-site audits performed by the Department of Taxation and Finance staff.

5.6 **Non-IV/D Payment Processing –** The Contractor must employ state-of-the-art equipment and software to ensure the functions are performed efficiently and effectively while adhering to the milestones, deliverables and performance standards noted in 4.6 and 5.6 of this RFP. The non-IV/D payment processing functions must be performed separately from payment processing operations noted in 4.1 and 5.1 of this RFP.

5.6.1 **Receipt of Mail** – The Contractor must obtain the mail by 12:00 noon each day, Monday through Friday (exclusive of U.S. Postal Service holidays), from the designated Office of Temporary and Disability Assistance, Office of Child Support Enforcement, post office box located at the U.S. Postal Service general mail facility located on Old Karner Road, Albany, NY. The non-IV/D mail must not be commingled with any other mail received by the Contractor.

5.6.2 **Mail Opening and Sorting** – On a daily basis, the Contractor must open all non-IV/D payment processing mail and must employ a manual and/or machine process for the review of every envelope received in the mail to ensure that 99.999% of the time the entire contents of the envelope have been removed from all envelopes.

5.6.2.1 The Contractor must sort the mail into the following categories:

5.6.2.1.1 Child support payments received addressed to the non-IV/D post office box
5.6.2.1.2 Non-IV/D payments
5.6.2.1.3 Non-IV/D copies of court orders/income executions

5.6.2.1.4 Correspondence and other documents

5.6.2.1.5 Returned payment with new address
5.6.2.1.6 Returned payment without new address
5.6.2.1.7 Non-IV/D Verification of Address form returned

5.6.3 **Child Support Payments -** The Contractor must forward to a payment processing supervisor the same day as received any child support payment addressed or received to the non-IV/D post office box.

5.6.4 **Payments, Copies of Court Orders/Income Executions** The Contractor must, for every non-IV/D court order/income execution and/or payment received, create an individual record that includes as a minimum, the following components and data elements:

5.6.4.1 Court Order Information

5.6.4.1.1 Master Record Identification Number

5.6.4.1.2 Custodial Parent Information
5.6.4.1.2.1 First Name
5.6.4.1.2.2 Last Name
5.6.4.1.2.3 Middle Initial
5.6.4.1.2.4 Suffix
5.6.4.1.2.5 Care of Address
5.6.4.1.2.6 Street Address
5.6.4.1.2.7 City, State and Zip Code

5.6.4.1.3 Non-Custodial Parent Information

5.6.4.1.3.1 First Name
5.6.4.1.3.2 Last Name
5.6.4.1.3.3 Middle Initial
5.6.4.1.3.4 Suffix
5.6.4.1.3.5 Care of Address
5.6.4.1.3.6 Street Address
5.6.4.1.3.7 City, State and Zip Code

5.6.4.1.4 Employer/Court Information
5.6.4.1.4.1 Employer Name
5.6.4.1.4.2 Care of Address
5.6.4.1.4.3 Street Address
5.6.4.1.4.4 City, State and Zip Code
5.6.4.1.4.5 Court Order Number
5.6.4.1.4.6 Court Name
5.6.4.1.4.7 Record Created Date

5.6.4.2 Payment History
5.6.4.2.1 Remittance Number
5.6.4.2.2 Date of Payment
5.6.4.2.3 Payment Amount
5.6.4.2.4 Payment Date
5.6.4.2.5 Mailing Date
5.6.4.2.6 Return Mail Date
5.6.4.2.7 Remail Date

5.6.4.2.8 The Contractor must contact the court and/or the employer within forty-eight (48) hours, if any of the above information is missing in order to ensure that complete information is maintained for each record.

5.6.5 **Correspondence and Other Documents** - The Contractor must, by 3:30 P.M. each day deliver any correspondence not related to the non-IV/D process and any "other" documents to the OTDA's on-site staff at the Processing Facility.

5.6.6 **Mailing of Payments** – The Contractor must, after completing the record keeping tasks noted in 5.6.4 of this RFP, place the payment in an envelope addressed to the custodial parent of record with a return address to the non-IV/D post office box and mail that envelope by 7:00 P.M. on the same day the payment was received in the designated non-IV/D payment U.S. Postal Service post office box. The Contractor must not mail payments to custodial parents for which it has not yet received court order information. Those payments are to be secured in a safe and reviewed every seven (7) days to determine if court order information is available for processing and mailing the payment. The Contractor must provide to OTDA, every two (2) weeks a listing of those payments held in the safe unprocessed.

5.6.7 **Returned Payments** – The Contractor must, upon return of an undeliverable payment, perform the tasks noted in 4.6.7 through 4.6.8.3 of this RFP on the same day that the payment is returned as undeliverable. Payments being remailed, Verification of Address forms being sent to custodial parents, checks and OTDA approved form being mailed to courts must be placed in an envelope addressed to the appropriate party with a return address to the non-IV/D post office box and mail that envelope by 7:00 P.M. on the same day the undeliverable payment was received in the designated non-IV/D payment U.S. Postal Service post office box.

5.6.8 **Verification of Address Forms** - if a completed verification of address form is not returned within thirty (30) days of mailing of letter to Custodial Parent requesting verification of address, send OTDA approved form and check to the court that issued the Income Deduction Order.

5.6.9 **Responding to Inquiries** – The Contractor must, within twenty-four (24) hours of the receipt of a request from either a custodial or noncustodial parent, representing attorney, the court, or the OTDA, provide a complete copy of all case record information pertaining to said non-custodial parent or custodial parent in accordance with 5.6.3 of this RFP. Those records must be mailed by first class mail.

5.6.10 **Record Retention** – The Contractor must retain all source documentation, e.g., court orders, etc., and all records as required in 5.6.3 of this RFP and copies of forms and checks mailed to courts as required in 5.6.7 and 5.6.8 of this RFP for a period of six (6) years beyond the termination of the court order.

5.6.11 **Logs and Reports** – The Contractor must maintain a daily log which contains, at a minimum, the following:

5.6.11.1 number of court orders received
5.6.11.2 number of payments received
5.6.11.3 number of payment disbursed
5.6.11.4 number of requests for copies of records
5.6.11.5 number of payments unprocessed and stored in safe

5.6.11.6 The Contractor must submit a monthly report to the OTDA by the tenth of each month, which reports at minimum, the number of items recorded for each day during the previous calendar month.

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5.7 **Data Capture Services** – The Contractor must perform, at a minimum the tasks noted in 4.7 of this RFP while adhering to the performance standards noted herein. The Contractor must, for each of the data capture service categories, at a minimum:

5.7.1 **Post Office Box** - Maintain the post office box established for each specific data capture service.

5.7.2 **Mail Retrieval** - Obtain the mail from each post office box at the earliest possible time each morning. The contractor must use a secure courier when transporting the mail.

5.7.3 **Mail Review** – Review all mail immediately after it arrives at the New York State Child Support Processing Center to ensure that mail not addressed to one of the data capture services post office boxes as noted in 5.7.1 of this RFP, is out sorted and either directed to one of the other centralized operations where appropriate or returned to the Albany General Mail Facility the same day received.

5.7.4 **Envelope Review** – Employ a manual and/or a machine process for reviewing every envelope received in the mail to ensure that 99.999% of the time the entire contents of the envelope have been removed for all envelopes received that day.

5.7.5 **Correspondence** – Forward to the respective local district by priority mail and must be delivered to the U.S. Postal Service within twenty-four (24) hours of receipt.

5.7.6 **Mailing New Documents** – Those items returned with a forwarding address must be inserted in a new envelope with the new address affixed and must be mailed within twenty-four hours from their receipt by delivering them to a U. S. Postal facility.

5.7.7 **Data Capture** – Capture all data elements for every document as noted in 4.7.1 through 4.7.12 and Appendix H.8 of this RFP.

5.7.8 **On-Line Data Entry** – Update CSMS with all information received within three (3) business days of receiving the data capture documents from the USPS.

5.7.9 **File Creation** - Process and include all information received on Wednesday through Tuesday of the previous week on the datafile sent to be transmitted to the OTDA by noon each Wednesday except for noncustodial parent address update, direct deposit and debit cards, which are daily requirements.

5.7.10 **Datafile Transmission** – Complete transmission of the datafile to OTDA by 12:00 noon, the following Wednesday or each day, which contains information data entered the previous week Wednesday through Tuesday. New data capture services, as identified in 4.7.13 of this RFP may have different capture and transmission times at the sole option of the OTDA, e.g. daily, weekly, etc.

5.7.11 **Error Rate** - The Contractor must not exceed in any month an error rate of four (4) percent of all data required to be captured.

5.7.11.1 The Contractor has committed a processing error when the Contractor has failed to :

5.7.11.1.1 capture information exactly as provided,

5.7.11.1.2 provide information in the entirety, or failed to process documents as required in 4.7 and 5.7 of this RFP.

5.7.11.2 The Contractor's data capture services error rate will be calculated and provided by the OTDA by dividing the number of errors identified (from a statistical sample that will allow disclosure of an accuracy rate of 96.0% or an error rate of 4.0%, with 95 % confidence level at a minus of .1%) by the total data and documents to be processed for the month.

5.7.11.3 The Contractor must provide the OTDA with a corrective action plan by the end of the calendar month in which the Contractor identifies a data capture services error rate, which exceeds 4.0%. The corrective action plan must detail the action taken by the Contractor to ensure that future data and documents are processed within the 96.0% accuracy rate noted herein.

5.7.12 **Documentation Requests** – On a daily basis, local districts request data capture documentation. The Contractor must provide the requested documentation by transmitting that documentation electronically to the requesting local district. The Contractor must include readable copies mirroring the front and back of the documents received for data capture. The Contractor is required on a daily basis to receive and provide up to 200 data capture document requests for all fifty-eight (58) local districts and the OTDA within twenty-four (24) hours of receipt.

5.7.13 **Record Retention**

5.7.13.1 The Contractor must retain all source documentation received for data entering and file creation for data capture services for a period of one hundred and twenty (120) days following the month in which the information was received and data/documents were to be processed by the Contractor.

5.7.13.2 The Contractor must, within twenty-four (24) hours of receiving a request from the OTDA, electronically provide all source documentation received for the data capture services, received within the last one hundred and twenty (120) days, which will enable the OTDA to verify information previously transmitted to the OTDA.

5.7.13.3 The Contractor must retain copies of the last four (4) weekly datafiles that were previously required to be provided to the OTDA. The Contractor must, at the request of the OTDA and within the timeframe specified by the OTDA, electronically transmit to the OTDA any or all of those four (4) datafiles.

5.7.14 **Logs and Reports**

5.7.14.1 The Contractor must, at a minimum, maintain the following logs and reports in a format as required by the OTDA:

5.7.14.2 A log of daily volumes with weekly summaries of the documentation received by the various categories noted in 4.7 of this RFP.

5.7.14.3 A daily log of file transmissions to the OTDA

5.7.15 **Performance** - The Contractor's performance under the above standards unless otherwise noted will be measured by a test check performed by the OTDA staff.

5.8 **Putative Father Registry Processing**

5.8.1 **Receipt of Mail** - The Contractor must obtain the mail by 12:00 noon each day, Monday through Friday (exclusive of U.S. Postal Service holidays), from the designated Office of Temporary and Disability Assistance (OTDA), Putative Father Registry (PFR), post office box located at the U.S. Postal Service general mail facility located on Old Karner Road, Albany, NY. The contractor may also receive documents sent directly to the OTDA that will be hand-delivered to the Contractor by the OTDA staff.

5.8.1.1 **Securing Mail** - The Contractor must, each day, review the unopened mail and outsort any mail not properly addressed to the Putative Father Registry and must return that misdirected mail to the U.S. Postal Services general mail facility located on Old Karner Rd., Albany, NY the same day as received. The Contractor must secure the properly designated Putative Father Registry unopened mail, as obtained from the U.S. Postal Service on Wednesday through Tuesday, in a locked cabinet.

5.8.1.2 **Mail Opening and Sorting** - On a weekly basis, the Contractor must open all Putative Father Registry mail received Wednesday through Tuesday. The Contractor must employ a manual and/or machine process for review of every envelope received in the mail to ensure that 99.999% of the time the entire contents of the envelope have been removed from all envelopes.

5.8.1.2.1 The Contractor must sort the mail into the following categories:

5.8.1.2.1.1 Child support payments received in the Putative Father Registry post office box
5.8.1.2.1.2 Acknowledgment of Paternity Forms - New Rest of State
5.8.1.2.1.3 Acknowledgment of Paternity Forms - New New York City
5.8.1.2.1.4 Court Determination of Parentage Forms
5.8.1.2.1.5 Instruments for Acknowledgment of Paternity
5.8.1.2.1.6 Notices of Intent
5.8.1.2.1.7 Orders of Abrogation
5.8.1.2.1.8 Orders of Vacate
5.8.1.2.1.9 Request for Deletion
5.8.1.2.1.10 Other (Search requests and general correspondence)
5.8.1.2.1.11 Correspondence

5.8.1.2.2 The Contractor must forward to a payment processing supervisor the same day as received any child support payment received at the Putative Father Registry post office box.

5.8.1.2.3 The Contractor must, by 3:30 P.M. each Tuesday via courier service, deliver all Instruments for Acknowledgment of Paternity, Orders of Abrogation and Vacate, Requests for Deletion and Other mail to the New York State Office of Children and Family Services (OCFS), Adoption Services at the location provided by the OTDA.

5.8.2 **Retrieve Documents from the OTDA** - The Contractor shall, each Tuesday, contact the New York State Office of Children and Family Services - Adoption Services staff to determine if any documents have been received that need to be processed. The Contractor, upon notification of the existence of such documents will, by 4:00 P.M. each Tuesday, arrange to pick-up those documents for inclusion with other documents received in the mail and subsequently data entered on each Tuesday of every week.

5.8.3 **Creating Datafile** - The Contractor must, by Tuesday of each week:

5.8.3.1 Data enter Putative Father Registry information from the following documents:

5.8.3.1.1 Acknowledgment of Paternity Forms - New Rest of State
5.8.3.1.2 Acknowledgment of Paternity Forms - New New York City
5.8.3.1.3 Court Determination of Parentage Forms
5.8.3.1.4 Instruments for Acknowledgment of Paternity
5.8.3.1.4.1 Notices of Intent
5.8.3.1.4.2 Orders of Abrogation
5.8.3.1.4.3 Orders of Vacate
5.8.3.1.4.4 Request for Deletion

5.8.3.1.5 Ensure that all data elements are data entered twice by different individuals.

5.8.3.1.6 Correct any errors detected during the double data entry process.

5.8.3.2 Process and include all Putative Father Registry notification information received on Wednesday through Tuesday of the previous week on the datafile to be transmitted to the OTDA by 12:00 noon each Wednesday.

5.8.3.3 Create a datafile that contains all the information required in accordance with 4.8.7 of this RFP, and transmitted in the format required by the OTDA.

5.8.3.4 The Contractor must transmit the weekly electronic datafile to the OTDA by 12:00 noon, the following Wednesday, which contains information data, entered the previous week, Wednesday through Tuesday.

5.8.3.5 Verify receipt of Putative Father Registry files by accessing CSMS and performing STRUN job monitoring verification in accordance with the OTDA requirements and printing and maintaining a copy of each file verification.

5.8.3.6 The Contractor must retain copies of the last eight (8) weekly datafiles that were previously required to be provided to the OTDA. The Contractor must, at the request of the OTDA and within the timeframe specified by the OTDA, electronically transmit to the OTDA any one or all of those eight (8) datafiles.

5.8.4 **Returned Documents**

5.8.4.1 Retain a copy of the cover letter and returned PFR document as per 4.8.11, Provide copies of the cover letter and returned PFR document to DOH and OTDA.

5.8.4.2 Notify OTDA of invalid returned PFR documents that have not been resubmitted within three (3) weeks of the date of the returned letter.

5.8.5 **Error Rate -** The Contractor must not exceed in any month a Putative Father Registry error rate of four (4) percent of all notifications processed.

5.8.5.1 The Contractor has committed a Putative Father Registry notification processing error when the Contractor has failed to :

5.8.5.1.1 include any information regarding a specific notification received; or

5.8.5.1.2 provide complete and accurate information for each notification received.

5.8.5.2 The Contractor's Putative Father Registry error rate will be calculated and provided by the OTDA by dividing the number of Putative Father Registry errors identified (from a statistical sample that will allow disclosure of an accuracy rate of 96.0% or an error rate of 4.0%, with 95% percent confidence level at a minus of .1%) by the total Putative Father Registry notifications to be processed for the month.

5.8.5.3 The Contractor must provide the OTDA with a corrective action plan by the end of the calendar month in which the Contractor identifies a Putative Father Registry error rate that exceeds 4.0%. The corrective action plan must detail the action taken by the Contractor to ensure that future Putative Father Registry notifications are processed within the 96.0% accuracy rate noted herein.

5.8.6 **Record Retention -** The Contractor must retain all source documentation received for data entering and file creation for the Putative Father Registry for a period of one hundred and twenty (120) days following the month in which the information was received and data entered by the Contractor. The Contractor must store the documents as follows:

5.8.6.1 Grouped by additions and deletions

5.8.6.2 Grouped by the weekly designation corresponding to the datafile provided to the OTDA

5.8.6.3 sorted within those weekly groups by document source, as follows:

5.8.6.3.1 Acknowledgment of Paternity Forms
5.8.6.3.2 Court Determination of Paternity Forms
5.8.6.3.3 Instruments for Acknowledgment of Paternity
5.8.6.3.4 All requests for deletions of records

5.8.6.4 Store processed requests for deletion in a separate secured environment

5.8.6.5 The Contractor must, within twenty-four (24) hours of receiving a request from the OTDA, provide all source documentation received for a Putative Father Registry notification, received within the last one hundred and twenty (120) days, which will enable the OTDA to verify information previously transmitted to the OTDA.

5.8.7 **Logs and Reports** - The Contractor must, at a minimum, maintain the following logs and reports in a format as required by the OTDA:

5.8.7.1 A log of daily volumes with weekly summaries of the documentation received by the following:

5.8.7.1.1 Registrar/ Other mail
5.8.7.1.2 DOH
5.8.7.1.3 Courts

5.8.7.1.4 The following sub categories:
5.8.7.1.5 Acknowledgment of Paternity Forms
5.8.7.1.6 Court Determination of Paternity Forms
5.8.7.1.7 Instruments for Acknowledgment of Paternity
5.8.7.1.8 Other (Search request and general correspondence)

5.8.7.2 A log of weekly datafile transmissions to the OTDA contains, at minimum, the following:

5.8.7.2.1 Date of Receipt
5.8.7.2.2 Putative Father Name
5.8.7.2.3 Mother Name
5.8.7.2.4 Date of Data Capture

5.8.7.3 A log of weekly datafile transmissions to the OTDA
5.8.7.4 A monthly report of returned PFR documents where the documents have not been resubmitted with in three (3) weeks
5.8.7.5 Quarterly report of AOP submissions by hospitals

5.8.8 **Performance** - The Contractor's performance under the above standards unless otherwise noted will be measured by a test check performed by OTDA staff.

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5.9 **Voice Response System –** The contractor must complete the tasks noted in 4.9 of this RFP while adhering to the following performance standards:

5.9.1 **Masterfile Loading** - The Contractor must retrieve from the OTDA TCPIP/FTP directory voice response monthly datafiles on the same day those datafiles are placed in that directory. The Contractor must complete loading the monthly masterfile data such that by 8:00 A.M. callers can access the new information on the first Monday of each Child Support Management System (CSMS) month.

5.9.2 **Daily Updating** - The Contractor must retrieve from the OTDA TCPIP/FTP directory voice response daily datafiles on the same day those datafiles are placed in that directory. The Contractor must on a daily basis update the voice response system datafile such that callers can access the new information by 8:00 A.M. each day.

5.9.3 **General Services Messages** - The Contractor must ensure that the information being provided is consistent with the latest version requested by the OTDA. The Contractor must modify all Voice Response System messages within forty-eight (48) hours of each OTDA request.

5.9.4 **Programming Support** - The Contractor must provide all programming software and equipment necessary to maintain the voice response system as required by the OTDA.

5.9.5 **Monitor Access** - The Contractor must ensure that the entire Voice Response System (VRS) is accessible by callers, twenty-four (24) hours a day, seven (7) days a week, except for a maximum period of thirty (30) minutes needed for updating the system and an additional thirty (30) minutes of allowed downtime in any one day (12:01 a.m. through 11:59 p.m.). The Contractor must ensure that the VRS is available with a constant response curve and consistent audio quality regardless of volumes. The VRS must be bilingual, English and Spanish and allow callers to choose Spanish, via touch-tone service. The Contractor must ensure that special messages as designated by the OTDA are used in those instances where access to the VRS is or will be interrupted for more than fifteen (15) minutes at a time.

5.9.5.1 The Contractor's Voice Response System Downtime Log (see 4.9.6 of this RFP) will be reviewed at the end of each month to determine if the Contractor is liable to the OTDA for liquidated damages as noted in 3.2.3 of this RFP.

5.9.5.2 The Contractor must, within thirty (30) minutes of experiencing or determining a problem exist with the telephone access or line usage for the VRS, contact the OTDA's Telephone Services Contractor and the OTDA. The Contractor must identify and implement a solution to each problem as it arises to ensure that the same problem does not occur again.

5.9.5.3 The Contractor is liable to the OTDA for liquidated damages for failure to update the Voice Response System (see 3.2.3 of this RFP) and maintain full twenty-four (24) hour access each day except for the downtime allowed in 5.9.5 of this RFP.

5.9.6 **Performance** - The Contractor's performance unless otherwise noted under the above standards will be measured by a test check performed by the OTDA staff.

5.10 **Outreach** – The contractor must complete the tasks noted in 4.10 of this RFP while adhering to the following performance standards:

5.10.1 **Outreach to Employers, Financial Institutions and other State Child Support Agencies:**

5.10.1.1 Contact with Employers, Financial Institutions and Other State Child Support Agencies – The Contractor must obtain the telephone numbers for employers, financial institutions and other child support agencies using multiple resources for directory assistance, including CSMS.

5.10.1.2 The Contractor must maintain a database of companies, agencies and institutions including but not limited to name, contact person, telephone number.

5.10.1.3 The Contractor must make a minimum of three (3) attempts to contact the remitter at the appropriate telephone number for the contact person that is identified to assist in the resolution of the payment without sufficient information.

5.10.1.4 A complete record of the outreach activity must be documented including the resolution of the payment. The records must be in numeric order. A copy must be included in the processing of the payment to support payment processing and a copy must be maintained in the Contractor's Outreach files.

5.10.1.5 The Contractor must obtain the following information for each payment processed by outreach:

-Name of local district
-Name of noncustodial parent
-CSMS account number
-Amount per CSMS account
-Date of withholding, or
-Approval from authorizing signature

5.10.1.6 Payments received by the Outreach unit for resolution must be contained on the payment file sent to the OTDA two (2) days or forty-eight (48) hours from the date placed in the U.S. Postal Service post office box for pick up by the Payment Processing courier as noted in 4.1 and 5.1 of this RFP (e.g., payment received at post office box on Tuesday, must be included on Thursday payment file).

5.10.1.7 A report must be provided to the OTDA on a monthly basis of those employers, institutions, or agencies that have been contacted more than three separate times within a two (2) month period and do not comply with providing required payment processing information.

5.10.1.8 A report must be provided to the OTDA on a bi-weekly basis of at minimum the following information:

5.10.1.8.1 number of referrals from payment processing
5.10.1.8.2 number of payments resolved
5.10.1.8.3 number of payments posted to local district suspense account
5.10.1.8.4 the reason and number of occurrences for a local district payment to be posted to suspense
5.10.1.8.5 number of payments returned to the remittor
5.10.1.8.6 number of remittors interested in submitting payments via an electronic means

5.10.2 **Marketing of Electronic Submission of Payments:**

5.10.2.1 The Contractor must prepare marketing material for the following remitters for OTDA's approval by the first day of Operations:

5.10.2.1.1 Employers
5.10.2.1.2 Financial Institutions
5.10.2.1.3 Noncustodial Parents

5.10.2.2 The marketing material must be user friendly, convenient, low cost; available electronically and in hard copy; and support web based payments, electronic fund transfers and datafiles with ACH wire transfers.

5.10.2.3 On a daily basis the contractor must identify potential electronic remitters from reviewing payment processing, OTDA, inquiries and the Support Withholding Reminder File.

5.10.2.4 The Contractor must maintain a database of companies, agencies and institutions including but not limited to name, contact person, telephone number.

5.10.2.5 The Contractor must make a minimum of four (4) attempts to contact remitters at the appropriate telephone number for the contact person that is identified to assist in the conversion of remitting withholdings to an electronic submission.

5.10.2.6 A report must be provided to the OTDA on a monthly basis of those employers, institutions, or agencies that have been contacted more than four (4) separate times and do not initiate conversion of submitting payments electronically.

5.10.2.7 A complete record of the outreach marketing activity must be documented including the resolution of the outreach.

5.10.2.8 The Contractor must maintain the marketing outreach activity report on a daily basis in an electronic format and provide the report to the OTDA on a monthly basis.

5.10.3 **Security and Confidentiality of Information** – The Contractor must not release noncustodial and/or custodial parent information to any person as a part of its marketing efforts. The Contractor must ensure that all information regarding child support information remains confidential.

5.10.4 **Notification** – The Contractor will immediately notify the OTDA of any situation that impacts the Outreach operation or any circumstance that would affect providing and meeting outreach requirements as noted in 4.10 and 5.10 of this RFP.

5.10.5 **Internal Audit and Quality Control** – The Contractor must develop and implement an internal audit program designed to ensure that the information provided to and/or gathered in the outreach requirements noted in this RFP is highly accurate and in conformance to the OTDA goals and objectives.

5.10.5.1 The OTDA reserves the right to monitor calls in the same fashion as that required of the Contractor herein and the Contractor must provide the OTDA with access to equipment to accomplish these tasks.

5.10.5.2 The Contractor must provide a monthly summary report of its internal audit program and its results within fifteen (15) days of the next reporting month in a format acceptable to the OTDA.

5.10.6 **Performance** – Unless otherwise noted herein, performance standards will be measured by a test check performed by the OTDA.

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2007

5.11 **Customer Service** – The performance standards noted herein pertain to the Customer Service Operations listed in 4.11 of this RFP.

5.11.1 **Hours of Operation** - The Contractor must provide full time staffing for the following Customer Service hours of operations:

5.11.1.1 Monday through Friday – 8:00 A.M. through 7:00 P.M.
5.11.1.2 Except on the OTDA holidays

5.11.2 **Telecommunications** - The Contractor is responsible to ensure that the telephone lines supporting the Customer service operations are active and receiving calls at all times.

5.11.3 **Persons with Disabilities** - The Customer Service Operations must support callers with disabilities and provide services for TTY/TD and certified video relay services calls.

5.11.4 **Language** - The Customer Service staff and automated response systems must be available to callers in both English and Spanish languages.

5.11.5 **Call Recording** - All calls must be recorded and retained by the Contractor for a period of six (6) months. Calls of threatening nature that are referred to the OTDA must be retained until otherwise directed by the OTDA. The recordings must be clear, concise and in a format conducive to electronically transferring to the OTDA.

5.11.6 **Operation Processes** - The Contractor must develop a process to address the following situations:

5.11.6.1 Undeveloped responses to inquiries
5.11.6.2 Communication with law enforcement, i.e., local law enforcement, 911 system
5.11.6.3 Threats of bodily harm and imminent danger
5.11.6.4 Follow up with local districts as the result of a previous referral for action
5.11.6.5 Caller identification

5.11.7 **Desktop Application** – The Contractor must develop an electronic Desktop Application to assist staff in communicating with custodial and noncustodial parents, financial institutions, employers, other state child support agencies, third party callers and the public in general.

5.11.7.1 The Desktop Application must support the functional operations of Customer Service. It must enable staff to consistently provide callers with accurate, timely, and consistent information that is responsive to callers needs.

5.11.7.2 The Desktop Application must, at minimum, include the following information and be approved by the OTDA sixty (60) days prior to operations:

5.11.7.2.1 A user manual

5.11.7.2.2 An index to allow quick reference to subject material.

5.11.7.2.3 The most frequently asked questions and answers (FAQs) relative to each specific subject matter.

5.11.7.2.4 A listing of the customer service addresses for each of the fifty-eight (58) local district Child Support Enforcement units.

5.11.7.2.5 An electronic referral process to each of the fifty-eight (58) local district Child Support Enforcement Units for case review, petition filing or any further action identified by the OTDA.

5.11.7.2.6 Mail out, facsimile and electronic processes to support providing custodial and noncustodial parents, financial institutions and employers with various documents, by end of next business day, such as:

5.11.7.2.6.1 Applications for Child Support Services
5.11.7.2.6.2 Account Summaries
5.11.7.2.6.3 Affidavits of Net Worth
5.11.7.2.6.4 Stop Payment Forms
5.11.7.2.6.5 Direct Deposit/Debit Card Forms
5.11.7.2.6.6 Desk Review Forms
5.11.7.2.6.7 Earned Income Credit Forms
5.11.7.2.6.8 Acknowledgement of Paternity Forms
5.11.7.2.6.9 Wage Withholding Worksheets
5.11.7.2.6.10 Copies of OTDA Notices

5.11.7.2.7 A quick reference for various documents that are provided to custodial and noncustodial parents, financial institutions and employers.

5.11.7.2.8 A copy of each of the following items:

5.11.7.2.8.1 Above stated documents indexed for quick referenced including the indexing of the content material.

5.11.7.2.8.2 Laws and/or rule and regulation referenced in each of the above stated documents

5.11.7.2.8.3 Inserts made part of a mailing along with questions and answers that would most likely be generated from such mailing

5.11.7.2.8.4 Pamphlets that are made available including questions and answers that would most likely be generated from such information

5.11.7.2.8.5 Local district forms for reporting information or changes in information to the Customer Service Operations

5.11.7.2.8.6 Forms provided to local districts pertaining to the Customer Service Operations.

5.11.7.3 The Desktop Application must be able to incorporate any additional information provided by the OTDA.

5.11.7.4 The Contractor must maintain and enhance the Desktop Application over the life of the Customer Service operations to include additional information so as to be timely and responsive to the needs of staff in response to callers.

5.11.7.5 The Desktop Application and any changes and/or enhancements must be approved by the OTDA prior to the implementation of any and all information.

5.11.7.6 The Contractor is responsible for ensuring that the staff are fully trained and kept up-to-date with the OTDA performance requirements.

2007

5.11.7.7 Contractor staff must communicate timely, accurately, reliably and professionally to ensure open and effective dissemination and collection of information.

5.11.7.8 All inquires from any press or congressional members must be referred immediately to the OTDA.

5.11.8 **Reporting** - The Contractor must provide the OTDA, at a minimum, with the following information in a report format to be approved by the OTDA on a daily, weekly, monthly, quarterly, and annual basis:

-A report of total number of incoming calls
-Number of accepted calls
-Number of calls per language
-Number of calls from persons with disabilities (by method)
-Call wait time
-Time of call
-Name and telephone number of caller
-Nature of call
-Questions asked and occurrences
-Responses provided
-Length of call
-Number of local district referrals
-Notification that a call back was required
-Verification that a call back was completed
-Notification of outstanding local district referrals
-Number of abandoned calls
-Percentage of line busy

5.11.8.1 The Contractor must develop a report that identifies the development and establishment of the Desktop Application and all enhancements made to the application. The report is to be made part of the master Desktop Application and, at minimum, must provide the following information:

-Date of draft question and answer
-A statement of need
-The draft question and answer
-Date submitted to the OTDA for approval
-Date question and answer is approved for implementation by the OTDA
-Date of implementation

5.11.8.2 The Contractor must on an ongoing basis identify problems and recommend solutions, and identify potential efficiencies and cost effectiveness improvement.

5.11.9 **Standards** - The following standards apply to the operation of Customer Service:

5.11.9.1 The Contractor must adjust staffing to support call volumes per month, week, day and hour of operation basis upon OTDA mailings, initiatives and normal call patterns.

5.11.9.2 Customer Service calls must be answered within three (3) receiving rings.

5.11.9.3 Call wait time cannot exceed five (5) minutes before connecting to Customer Service staff.

5.11.9.4 A message must be provided to the caller after each minute of wait time. The message must, at a minimum, provide the following information:

5.11.9.4.1 all Customer Service staff are currently busy
5.11.9.4.2 expected wait time
5.11.9.4.3 promotion for various child support programs
5.11.9.4.4 promotion for the child support information line and website.

5.11.9.5 In the event all Customer Service staff are busy, after three (3) receiving rings a message must be provided as identified in 4.11 of this RFP

5.11.9.6 Responses to callers must not exceed the following:
5.11.9.6.1 six (6) minutes with experienced staff
5.11.9.6.2 eight (8) minutes with inexperienced staff
5.11.9.6.3 A response is defined as the period of time encompassing the connection of a call to a CSR through the CSR's availability to connect to the next incoming call.

5.11.9.7 In the event that a call cannot be completed in a manner as identified in 4.11 and 5.11 of this RFP, the staff must refer the caller to a unit supervisor for response. The caller must be notified when a return call will be provided.

5.11.9.8 Return telephone calls must be completed within three (3) hours of receipt

5.11.9.9 A message must be provided to callers, calling outside of the hours identified in 5.11.1 of this RFP, notifying the caller of the call center help line hours and the availability of accessing the website provided by the OTDA.

5.11.9.10 Customer Service must receive a 95% overall rating in courtesy, efficiency and politeness

5.11.10 **CSIL Transfers** - The Contractor shall ensure that the CSIL transfer to Customer Service terminates the call on the CSIL such that the respective CSIL telephone line is available to a new caller. The Contractor shall be responsible to install a telephone transfer system such that only those callers to the CSIL between 8:00 A.M. and 7:00 P.M. Monday through Friday will be transferred to the Customer Service.

5.11.11 **Delivery of Services -** Each response provided by the Customer Service staff must always be completed in a courteous and professional manner and the information provided must reflect the status of the specific CSMS case in question or when no case exists, it must reflect the response approved by the OTDA which was developed for that particular set of circumstances. The Contractor will be responsible for receiving inquiries, at a minimum, related to:

5.11.11.1 A case where a court order has not yet been established and where the custodial or noncustodial parent specifically wants to know what services have been provided by local districts to date and what will occur next.

5.11.11.2 A case with an order and there is lack of child support payments from the noncustodial parent and what will occur next.

5.11.11.3 A notice sent to an employer or financial institution.

5.11.11.4 The status of an interstate case.

5.11.12 **CSMS Research** - The Contractor will be responsible for reviewing all CSMS records pertaining to the case in question, analyze the information present and respond to custodial and noncustodial parent inquiries in a manner consistent with the OTDA requirements.

5.11.12.1 The Contractor is responsible for ensuring that the Customer Service staff are fully trained and kept up-to-date with the OTDA revisions to CSMS records.

5.11.13 **Caller Validation** – The Contractor must seek the following information from callers and the Contractor must verify that it matches the information contained on CSMS:

5.11.13.1 Noncustodial and custodial parent's name
5.11.13.1.1 Noncustodial and custodial parent's social security number
5.11.13.1.2 Noncustodial parent's employer name, address and telephone number
5.11.13.1.3 Noncustodial and custodial parent's address and telephone number
5.11.13.1.4 Noncustodial parent's name and address of health insurance company, policy Number and coverage
5.11.13.1.5 Name(s) and dates of birth of child(ren)

5.11.14 **Security and Confidentiality of Information -** The Contractor must not release custodial parent and/or noncustodial parent information to telephone callers unless the caller has provided specific information and the Child Support Representative has verified, through review of CSMS records, that the information is correct. The specific criteria for verification will be provided by the OTDA as well as a description of the limited information that can be released over the telephone.

5.11.14.1 The Contractor is responsible to limit access to CSMS information and must ensure that authorized Customer Service Staff properly sign-off from CSMS if they leave the immediate location of said access.

5.11.14.2 The Contractor is also bound by the security and confidentiality of information as required by the Agreement to which the enhancement will become a part of, if it is accepted by the OTDA.

5.11.15 **Electronic Communication** - The Contractor must receive emails directed to the New York State Division of Child Support Enforcement, research and respond to the emails no later than 4:00 P.M. the next business day at the same performance level as if the inquiry was received by telephone.

5.11.15.1 Inquiries that require local district action or response, must be forwarded to the respective local district child support email address the same day as received at the processing center.

5.11.15.2 The Contractor must retain electronic records to support emails received and their respective responses including the forwarding of emails to local districts.

5.11.15.3 The Contractor must update CSMS with information regarding the email inquiry, i.e., inquiry remarks, case information update, response remarks.

5.11.16 **Correspondence** - The Contractor must respond to all Customer Service inquiries that are received by mail at the processing center by thoroughly researching each inquiry and responding in writing or by telephone to the writer by no later than 4:00 P.M. the next business day at the same performance level as if the inquiry was received by telephone.

5.11.16.1 Inquiries that require local district action or response must be electronically provided to the respective local district by priority mail the same day as received at the processing center.

5.11.16.2 The Contractor must retain documentation to support responses provided to correspondence received at the processing center.

5.11.16.3 The Contractor must update CSMS with information regarding the correspondence inquiry, i.e., inquiry remarks, case information update, response remarks and method of response (letter or telephone).

5.11.17 **Notification -** The Contractor will immediately notify the OTDA of any situation that impacts the Customer Service operation such that one or more lines become unavailable, the entire customer service operation becomes inoperable or any other circumstance that would affect providing and meeting customer service requirements as noted in 4.11 and 5.11 of this RFP.

5.11.18 **Internal Audit and Quality Control -** The Contractor must develop and implement an internal audit program designed to ensure that the information provided to and/or gathered is in accordance with 4.11 and 5.11 herein is highly accurate, reflective of the CSMS case records, and is in conformance with OTDA goals and objectives. The Contractor's internal audit program must include at a minimum, unannounced monitoring by the supervisory staff where actual conversations of the Customer Service staff while they are occurring are listened to and recorded to ensure the quality of the information provided and requested meets or exceeds required performance standards. The Contractor's monitoring of telephone calls must be such that each Customer Service Staff is randomly monitored on at least five (5) different business days throughout the month at a rate of six (6) calls per day. The Contractor must retain, for a minimum of sixty (60) days, the recordings for subsequent review for its own quality control measures as well as those of the OTDA; at its option.

5.11.18.1 In those instances where problems are detected, the Contractor must immediately take corrective action to ensure that future calls are responded to accurately and properly.

5.11.18.2 The OTDA reserves the right to monitor calls in the same fashion as that required of the Contractor herein and the Contractor must provide the OTDA with access to equipment to accomplish these tasks.

5.11.18.3 The Contractor must monthly summarize its internal audit program results and provide the OTDA with a report, within fifteen (15) days from the end of each month, in a format to be prescribed by the OTDA.

5.11.19 **Resources -** The Contractor is responsible for providing, adequate space and equipment for performing all required Customer Service tasks.

5.11.19.1 The Contractor is responsible for any cost associated with the Contractor's development, installation and maintenance of an appropriate telecommunications link between the Child Support Information Line and the Customer Service Operations, to include: equipment, software, telephone lines, call transferring, equipment, etc.

5.11.19.2 Telecommunications Link – The OTDA will be responsible for the CSMS telecommunications link between the OTDA and the Contractor.

5.11.19.3 The Contractor is responsible, at no cost to the OTDA, for the development, installation and maintenance of a telecommunications link between the OTDA's CSMS mainframe and the Customer Service operation within the Contractor's operating facility.

5.11.20 **Reports and Records** - The Contractor is responsible for providing, in a format acceptable to the OTDA, all the OTDA requested reports containing information related to the Customer Service operation. The Contractor is responsible for maintaining all records and documents in support of the OTDA's reporting requirements contained in the Agreement.

5.11.21 **Performance -** Unless otherwise noted herein, performance standards will be measured by a test check performed by the OTDA.

5.11.22 **Error Rate**

5.11.22.1 Standard **–** The Contractor must not exceed in any month a customer service error rate of four-tenths of one percent of all customer service inquiries required to be processed for the month.

5.11.22.2 Types of Errors **–** The Contractor has committed a customer service error when the Contractor has failed to meet any of the following standards:

5.11.22.2.1 Answer each customer service call within three (3) receiving rings

5.11.22.2.2 For any call received, a call wait time before connecting to a customer service staff is to be no greater than (5) minutes.

5.11.22.2.3 Provide a message, as defined in 5.11.9.4 to each caller after each minute of wait time.

5.11.22.2.4 Provide each caller with a supervisory staff member in the event that a call can not be completed in the manner identified in 4.11 and 5.11 of this RFP. Provide each caller with an expected timeframe for a return call to be made.

5.11.22.2.5 Provide an overall rating of 95% in courtesy, efficiency and politeness.

5.11.22.2.6 Provide for each call, in a courteous and professional manner, an accurate reflection of the status of a specific CSMS case in question, if no case exist, provide for each call the approved response developed by OTDA.

5.11.22.2.7 For each call received, seek the validation information identified in 5.11.13.

5.11.22.2.8 Provide for each email received by New York State Division of Child Support Enforcement, a response by 4:00 PM the next business day, in the manner identified in 5.11.15 of this RFP.

5.11.22.2.9 Provide for each correspondence received, a response by 4:00 PM the next business day in a manner identified in 5.11.16 of this RFP.

5.11.22.3 Performance Measures -The Contractor customer service error rate will be calculated and provided by the OTDA who will determine the error rate by dividing the number of customer service errors identified (from a monthly statistical sample that will allow disclosure of an accuracy rate of 99.6% or an error rate of .4%, with a 95% confidence level at a minus of 1%) by the total customer service inquiries received for the month.

5.11.22.4 Corrective Action – The Contractor must provide the OTDA with a corrective action plan by the end of the calendar month in which the Contractor receives a sampling report from the OTDA that identifies a customer service error rate which exceeds .4%. The corrective action plan must detail the action taken by the Contractor to ensure that future customer service inquiries are within the accuracy rate described in 5.11.22.3 of this RFP.

5.11.22.5 Liability – The Contractor is liable to the OTDA for remedies noted in Chapter 3 of this RFP.

5.11.23 **Submit Workplan** - The Contractor must submit within thirty days of contract approval, a detailed workplan for all operational tasks and performance standards noted in 4.11 and 5.11 of this RFP, leading to the implementation of the Customer Service Operations. The detailed workplan must include, at a minimum, the following:

5.11.23.1 description of tasks
5.11.23.2 timetable
5.11.23.3 procedure development
5.11.23.4 testing
5.11.23.5 equipment, software and maintenance
5.11.23.6 training
5.11.23.7 quality control

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5.12 **Error Resolution** - The provisions herein apply to errors other than those detailed in 5.5.2.9 of this RFP.

5.12.1 **Detected During Processing** - The Contractor must immediately correct all errors detected during processing.

5.12.2 **Detected After Processing Completed** - The Contractor must notify the OTDA immediately of all errors the Contractor detects after processing has been completed. However, the Contractor must within twenty-four (24) hours of the notification of the error, in those cases where the OTDA determines it necessary, complete corrective action by following the OTDA's required procedures within the timeframes requested, complete the OTDA's requested action and provide written documentation detailing the action taken to rectify the error.

5.12.3 **Procedure and Internal Control Modifications** - The Contractor must immediately modify procedures and internal controls to ensure the errors do not occur again in the future.

5.12.4 **Notices** - The Contractor must print and mail notices, as deemed necessary by the OTDA, to explain or rectify errors.

5.12.5 **Liability** - The Contractor is liable for all costs the Contractor, the OTDA and each local district Support Collection Unit incurs to complete the action deemed appropriate by the OTDA to correct Contractor errors, to include but not limited to: programming support costs, salary and non-salary costs and bank service fees. The Contractor must not include these costs in the Contractor's billings to the OTDA.

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5.13 **Notification and Inquiries -** The Contractor must, within twenty-four (24) hours, notify the OTDA when the Contractor learns of any situation, which can be reasonably expected to adversely affect any or all of the various centralized operations. The Contractor must provide the OTDA with a description of the situation and a recommendation for a resolution. The Contractor must immediately notify the OTDA's Director of Centralized Operations of any emergency requiring the initiation of the disaster plan to include but not limited to the use of the backup facility.

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

5.13.2 **Performance** - The Contractor's performance under the above standards will be measured by a test check performed by the OTDA staff.

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5.14 **Operational Reports** – The Contractor must, at a minimum, meet the reporting performance standards noted herein unless otherwise noted in this RFP.

5.14.1 **Routine Reports**

5.14.1.1 Production - The Contractor will provide the OTDA with on-time operating reports which will provide summary information on the Contractor centralized operations (e.g., Payment Processing, Disbursement Process, Billing Statement/Reminder Process, Notice Process, New Hire Notifications Process, Non IV/D Payment Process, Data Capture Services, Putative Father Registry, Voice Response System, Customer Service and Outreach). These reports summarize the centralized operations information for each of the local districts and are used to monitor Contractor performance and to provide a basis for the payment under the contract. The OTDA will develop the format for each report.

5.14.1.2 Submission - The routine reports will be submitted to the OTDA via teleprocessing as follows:

5.14.1.2.1 Daily reports shall be available to the OTDA by the beginning of the next workday.

5.14.1.2.2 Weekly reports shall be available to the OTDA by the beginning of the second workday after the end of the reporting period.

5.14.1.2.3 Monthly and Quarterly reports shall be available to the OTDA by the fifth (5) day of the month following the end of the reporting period.

5.14.1.2.4 Annual reports shall be delivered to the OTDA no later than the fifteenth of the month following the close of the reporting period.

5.14.2 **Special Reports** - The Contractor must prepare all special reports which require no additional programming (i.e., which can be prepared by report generator) within the timeframe requested by the OTDA. In those instances where the Contractor satisfactorily demonstrates to the OTDA that meeting this performance criteria will have a negative impact on the centralized operations, this criteria may be waived for the specific request. This criteria must not be waived when any reruns are necessary due to Contractor error(s).

5.14.3 **Other Reports**

5.14.3.1 Monthly Reports

5.14.3.1.1 Income Statements - The Contractor must submit a monthly income statement no later than fifteen (15) days after the end of the month being reported which must include all revenues and actual expenses incurred in the operation of the Agreement. The income statement must show pre-tax profit (loss) for the current month as well as total pre-tax profit (loss) for the contract operating year. This statement must include amounts in conformance with generally accepted accounting principles for other similar commercial organizations.

5.14.3.1.2 Billings to the OTDA - The Contractor must submit monthly billings to the OTDA in the form and calculated in the manner provided for in 3.2. of this RFP.

5.14.3.1.3 Fiscal Progress Reports - The Contractor must submit fiscal progress reports no later than fifteen (15) days after the end of the month being reported which indicate current month and year-to-date actual expenditures for each category of expense.

5.14.3.1.3.1 Transition

5.14.3.1.3.2 Operations
5.14.3.1.3.3 Turnover expenses

5.14.3.1.4 Expenditure Reports for Local Districts - The Contractor must provide the OTDA, within fifteen (15) days after the end of each month, a breakdown of the total transactions processed by the Contractor (e.g., Payment Processing, Disbursement Process, Billing Statement/Reminder Process, Notice Process, New Hire Notification Process, Non IV/D Payment Processing, Data Capture Services, Putative Father Registry, Voice Response System, Customer Service and Outreach) for each local district, representative of the fixed costs billed to the OTDA for each of those categories.

5.14.3.1.5 Internal Audit Report - The Contractor must provide its own internal audit and quality assurance function to ensure the integrity of the collection and disbursement functions. The Contractor must provide monthly reports within 15 days after the end of each month of the internal audit performed along with the results of the audits and actions taken to rectify any errors/problems detected. Comments are required even if there is no audit activity.

5.14.3.2 Bi-Weekly Reports - The Contractor must submit progress reports to the OTDA beginning two weeks after the approval of the contract by the Office of the State Comptroller. These reports must include but not limited to:

5.14.3.2.1 Significant events.
5.14.3.2.2 Progress on procedures development.
5.14.3.2.3 Staffing level breakdown consistent with functional units of contractor's organization chart.
5.14.3.2.4 Problems encountered.
5.14.3.2.5 Planned activities for the next two reporting periods.
5.14.3.2.6 Details of any incomplete or delayed processing, including reason(s) and a plan for completion.
5.14.3.2.7 Results of the monthly payment processing error sampling.
5.14.3.2.8 Computer/equipment downtime.
5.14.3.2.9 Meetings held.
5.14.3.2.10 Other information deemed necessary by the OTDA or Contractor.

5.14.3.3 Quarterly Reports

5.14.3.3.1 Fixed Assets Report - The Contractor must submit an inventory report of all assets within fifteen (15) after the end of each contract quarter. Accumulated depreciation and current net book value must be indicated on the report for all fixed assets purchased by the Contractor that must be depreciated (see 3.1.3.14 of this RFP).

5.14.3.3.2 Internal Operating Reports - The Contractor must provide the OTDA, on a quarterly basis, a list, description and sample of all internal operating reports that are not provided to the OTDA as Agreement deliverables.

5.14.3.3.3 Operations Calendar - A three (3) month prospective plan must be completed by the Contractor to inform the OTDA of planned processing, reporting, and scheduled training sessions including any overload or conflicts.

5.14.3.4 Annual Report - The Contractor must submit to the OTDA a copy of the report of the annual audit as defined in Chapter 2 of the RFP conducted by an independent auditing firm within fifteen (15) days of public issuance of such report, which includes financial statements audited by the independent firm.

5.14.4 **Performance** - Actual submission dates for each of the "Other" reports will be determined by the OTDA unless otherwise stated herein and performance under these standards will be monitored by the OTDA.

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5.15 **Audit Trail**

5.15.1 **Records and Reports** - The Contractor must maintain file records and reports sufficient to provide a complete audit trail for the processing of payments, disbursements, the issuance of weekly and monthly noncustodial parent billing statements, monthly employer support withholding reminders, New Hire Notifications, Putative Father Registry, Data Capture Services, Voice Response System, Outreach, Customer Service and Non-IV/D payment processing, as well as the various notices that must be produced.

5.15.2 **Bank Reconciliation** - The Contractor must complete a daily and monthly bank reconciliation of the New York State Child Support Processing Center bank account. The daily reconciliation must be completed by noon the following business day. The monthly reconciliation must be completed within fifteen (15) days of receiving a bank statement and supporting documentation from the OTDA's Banking Contractor. The Contractor must immediately notify the OTDA and its Banking Contractor of any error involving the New York State Child Support Processing Center bank account. All bank reconciliations must be provided to OTDA on a daily and monthly basis.

5.15.3 **Generally Accepted Accounting Principles (GAAP)** - The Contractor must submit billings to the OTDA in the format required and in conformance with GAAP.

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5.16 **Early Intervention Enhancement –** The contractor must complete the tasks noted in 4.13 of this RFP while adhering to the following performance standards

5.16.1 **Loading Datafiles** - The Contractor must retrieve from the OTDA TCPIP/FTP directory daily early intervention datafiles on the same day those datafiles are placed in that directory. The Contractor must complete loading the datafiles by a time to be determined by the OTDA.

5.16.2 **Messages** - The Contractor must ensure that the information being provided is consistent with the latest version requested by the OTDA. The Contractor must modify all Early Intervention System (EIS) messages within forty-eight (48) hours of each OTDA request.

5.16.3 **Programming Support** - The Contractor must provide all programming software and equipment necessary to maintain the early intervention system as required by the OTDA.

5.16.4 **Monitor Access** - The Contractor must ensure that the EIS is operable during the hours of operation to be established by the OTDA. The Contractor must ensure that the EIS is operating with a constant call curve and consistent audio quality regardless of volumes.

5.16.4.1 The EIS must be bilingual, English and Spanish and allow callers to choose Spanish, via touch-tone service, or deliver message in Spanish if identified by the OTDA.

5.16.4.2 The Contractor must ensure that special messages as designated by the OTDA are used in those instances where access to the EIS is or will be interrupted for more than fifteen minutes at a time.

5.16.4.3 The Contractor must, within one (1) hour of experiencing or determining a problem exist with the telephone access or line usage for the EIS, contact the OTDA's Telephone Services Contractor and the OTDA. The Contractor must identify and implement a solution to each problem as it arises to ensure that the same problem does not occur again.

5.16.5 **Call Transactions** – The Contractor must initiate outbound telephone calls within the performance standards to be determined by the OTDA for each record contained on the datafile received from the OTDA. Each call must result, at a minimum, in the following actions:

5.16.5.1 Telephone number available or unavailable
5.16.5.2 Call complete or incomplete
5.16.5.3 Message in language or text
5.16.5.4 Message delivered or call back information provided
5.16.5.5 Call back received or not received

5.16.6 **Performance** - The Contractor's performance unless otherwise noted under the above standards will be measured by a test check performed by the OTDA staff.

5.17 **Location Enhancement** – The Contractor must complete the tasks noted in 4.14 of this RFP while adhering to the following performance standards:

5.17.1 **Initial Location Activity** – The Contractor must commence location activities on each referred child support case within five (5) days from the receipt of receiving the request for location activities.

5.17.2 **Compliance** – The Contractor must carry out all location activities and procedures in accordance with applicable state and federal laws, including but not limited to the Fair Debt Collection Procedures Act, the New York City Consumer Protection Act, guidelines established by the Federal Trade Commission in the Code of Ethics and Rules and Regulations of the American Collectors Association, Inc.

5.17.3 **Ongoing Location Efforts** – The Contractor must pursue location activity, including but not limited to, skip tracing, contacts with Post Offices, telephone directories, neighbors, prior employers, similar names and certified letters. These and any other legally acceptable means of information gathering activities must be conducted on all cases referred to the Contractor by the OTDA at least once every thirty (30) days from the date of the referral, up to ninety (90) days following the date that the case was referred. The OTDA may at its option, notify the Contractor to reinstate location activity on any case in which location activity was terminated or suspended.

5.17.4 **Termination of Location Efforts** – The Contractor must terminate all location services and return the case to the OTDA based upon the following:

5.17.4.1 Cases referred to the Contractor for which a verified location, employment and or asset was obtained.
5.17.4.2 Cases in which the custodial or noncustodial parent is deceased
5.17.4.3 Cases the OTDA requires removed for any reason; or
5.17.4.4 Cases in which no verified location, employment or asset information was obtained within ninety (90) days following the date of referral by the OTDA.

5.17.5 **Datafile Creation** – The Contractor must on a weekly basis create a datafile, or complete on-line data entry, as identified and determined by the OTDA consisting of verified location information.

5.17.6 **Updating of CSMS** – The contractor must electronically transmit or on-line data enter on weekly basis location information to CSMS.

5.17.7 **Error Detection and Correction** – An error is defined as the Contractor's failure to accurately capture and transmit verified custodial or noncustodial parent information as defined in 4.14 and 5.17 of this RFP. The Contractor is required to notify the OTDA immediately of any error detected before or after the updating of information to CSMS. In the event that an error is detected prior to the updating of CSMS, the Contractor must correct the error prior to the updating of CSMS. In the event that the error is detected subsequent to the updating of CSMS, the Contractor must within twenty-four (24) hours of notification of the error, complete a corrective action plan and provide written documentation detailing the action taken to rectify the error

5.17.8 **Record Retention** – The Contractor must retain all source documentation and records received as custodial or noncustodial parent location, employment and asset information for a period of six (6) months.

5.17.9 **Documentation Requests** – The Contractor must, within two (2) business days of receiving a request from the OTDA, provide all source documentation received for custodial or noncustodial parent location, employment and asset information.

5.17.10 **Performance** – The Contractor's performance under the above standards will be measured by a test check performed by the OTDA staff.

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Chapter 6 EVALUATION OF PROPOSALS

6.1 **OBJECTIVE** – All proposals received shall be subject to an evaluation by the OTDA. The OTDA desires to select the bidder who will provide the "best value" taking into consideration the most beneficial combination of qualifications, services and costs and who has met the requirements of this RFP. Only proposals judged to be responsive to the submission requirements set forth in Chapter 7 and Appendix B and C of this RFP will be evaluated.

6.1.1 The technical and cost volumes of each bidder's proposal will be evaluated by separate review committees. A selection committee will review the two (2) evaluations and make the contract selection. The criteria against which each proposal will be evaluated are described herein.

6.1.2 After completion of the technical and cost evaluation, a composite score will be assigned to each proposal with the technical score weighted at 60 points and the cost score weighted at 40 points.

6.1.3 The basis for award will be the highest composite score among responsive bidders.

6.2 **EVALUATION** – The Technical and Cost Committees will perform the following for each Offeror's proposal:

6.2.1 Prescreening for Completeness – Proposal Volumes I, II and III submitted by Offerors will first be evaluated in terms of their completeness. The prescreening will be performed at the response requirement level and will contain checks for compliance with the format specified in Chapter 7 and Appendix B and C of this RFP. Based on the prescreening review (Pass/Fail) of any proposal of Volumes I and III by the Cost Committee and Volume II by the Technical Committee, a determination will be made concerning the acceptability of the proposal in question. Any proposal failing to provide all response requirements in the format specified in Chapter 7 and Appendix B and C of this RFP may be removed from further consideration, and the offeror will be so advised by the OTDA.

6.2.2 Independent Evaluations – Proposals passing the prescreening for completeness will be fully evaluated in accordance with 6.4 and 6.5 of this RFP.

6.3 **INFORMATION GATHERING** - Information for determining the successful Offeror will be obtained from the following sources: Offerors' proposals corporate reference checks, key personnel reference checks, site visits (at the OTDA's option), Offerors' oral presentations (at the OTDA's option), and any other sources deemed relevant by the OTDA.

6.3.1 Offerors' proposals are composed of response requirements that capture information about the offeror's proposed organization, management control systems, personnel, and information responsive to operational and administrative functional requirements. Response requirements will be considered in the evaluation and scoring of proposals. Not all requirements will be scored and some will be weighted more heavily than others.

6.3.2 Offerors' corporate references will be checked. References will be questioned regarding the offeror's ability to meet their contractual obligations and their ability to implement, meet daily operational requirements and turn over operations. An overall assessment of customer satisfaction will be obtained.

6.3.3 References of key personnel proposed for the Centralized Operations contract will be checked. References will be questioned concerning the key individual's experience, management style, competence and commitment to the tasks performed. An overall assessment of customer satisfaction will be obtained.

6.3.4 Site visits of an Offeror's operation(s) may be conducted by the Technical Evaluation Committee during which key management personnel will be interviewed to determine the offeror's management style, competence and ability to provide customer satisfaction.

6.3.5 Offerors existing facility may be reviewed to assess the effectiveness of the Offeror's operation. The reviews will focus on the operations and administrative functions similar to those that would be implemented in New York State. This includes all clerical and computer operations.

6.3.6 The OTDA may request oral presentations by one or more Offerors, at which time proposed key personnel would clarify the offeror's proposal and answer questions from the OTDA.

6.4 **TECHNICAL EVALUATION** – The Technical Evaluation Committee will evaluate each proposed Volume I and II using the evaluation criteria noted in Chapter 6.2 and assessing points as follows:

6.4.1 Qualifications and Experience – Qualifications and Experience will be weighted by duration and quality for the firm and its key personnel dedicated to this project, and prior experience in successfully completing work of similar size and scope to those required by this RFP. (20 points, including the following)

6.4.1.1 The OTDA is seeking proposals from an Offeror whose qualifications, combined with that of any subcontractor's, demonstrates a minimum of three (3) years experience in the following:

6.4.1.1.1 data center management and payment processing, exceeding 3.0 million transactions annually or

6.4.1.1.2 data center management and other large scale transaction processing, exceeding 3.0 million transactions annually, and

6.4.1.1.3 call center management, exceeding 1.0 million telephone calls annually and

6.4.1.1.4 a proven record of compliance in meeting milestones, deliverables and performance standards in a timely manner as required in prior or existing contracts.

6.4.1.2 Technical Evaluation credit will be earned by Offerors with:

6.4.1.2.1 Child support payment processing experience and a proven record of compliance in meeting milestones, deliverables and performance standards in a timely manner. Points will be based on the number of years of experience.

6.4.1.2.2 Child Support Call Center experience and a proven record of compliance in meeting milestones, deliverables and performance standards in a timely manner as required in prior or existing contracts. Points will be based on the number of years of experience.

6.4.1.3 Technical Evaluation points will be awarded Offerors providing 2310 or greater ATMs, if OTDA determines that the cost is reasonable.

6.4.2 Financial Stability – The Cost Committee will review the financial strength and stability of the Offeror and its sub-contractors to ensure the OTDA that there are sufficient assets available to absorb expenses such as Transition, seasonal and unpredictable transaction Volume fluctuations, potential liquidated damages which could be invoked due to failure to meet contractual performance standards, and for the various liquidated damage clauses set forth in Chapter 3 of this RFP. The review will ensure that Offerors have the ability to perform services of a magnitude comparable with those requested in this RFP. The financial examination must reveal the Offeror's ability to provide the first year $10,000,000 letter of credit required in 3.4.2 of this RFP.

6.4.3 Technical Proposal – Understanding of OTDA's needs and objectives and the Offeror's ability to successfully accomplish activities necessary to achieve the milestones, deliverables and performance standards referenced in Chapters 2,3,4 and 5 of this RFP. The above technical evaluation will be summarized in the form of a report and presented to the OTDA Selection Committee for their use in selecting the Contractor. (40 points)

The Offeror with the highest technical score will be given a score of 60 points. The remaining Offeror's technical scores will be derived by dividing each Offeror's technical score by the highest technical score and multiplying the resulting fraction by 60. Proposals that do not achieve a technical score of 45 points or higher will be eliminated from award consideration and will not be evaluated by the cost committee.

6.5 **COST EVALUATION** – The Cost Committee will evaluate each proposed Volume III using the evaluation criteria in Chapter 6.2 where applicable and performing the following:

6.5.1 Cost Proposal - The Cost Proposal, Volume III will be evaluated and based upon the total price offers provided by the Offeror on the various costs forms required in Chapter 7 and Appendix B and C of this RFP. (40 points)

6.5.1.1 In evaluating the offeror's total price offer, the following price components as submitted by the Offeror for each contract year will be added together to arrive at a total fixed price offer under the agreement:

Transition
Payment Processing - Mail
Payment Processing - Electronic
Disbursement Processing - Checks
Disbursement Processing – Electronic
Billing Statement/Employer Reminder Processing
Notice Processing
New Hire Notification Processing - Mail
New Hire Notification Processing - Electronic
Non IV-D Payment Processing
Putative Father Registry
Voice Response System
Outreach
Administration

Turnover

The Cost Evaluation Committee will calculate a variable cost component for each proposal by projecting costs for Data Capture Services and Customer Service using unit rates submitted by Offerors on Form CS-1k and CS-10.

Note: Turnover Costs are for other than fixed assets buyout.

6.5.1.2 The total price offer for the five (5) year operational period (fixed plus variable) will be added to the transition price, the turnover price and a percentage of the four (4), six (6) month extension period projections for purposes of ranking the proposals. Cost associated with Offeror suggested revisions, the Early Intervention and Location enhancements, reimbursables and the debit card customer fees will not be factored into financial scoring. Debit card cost to be incurred by OTDA as captured on Form CS-1E(b) will be included in the cost evaluation scoring. OTDA reserves the right to award the debit card services to another vendor in the event that the selected Offeror's proposed rate and fee schedule is determined to be unreasonably priced or if it lacks adequate access to non-surcharging ATMs.

6.5.1.3 The Early Intervention and Location Enhancements (see 4.13 and 5.16 and 4.14 and 5.17 respectively of this RFP), for which all Offerors must submit a bid, will not be included in calculating the offeror's price for the purpose of selecting a contractor. However, the price offers for the Early Intervention and Location Enhancements will be evaluated for reasonableness and with respect to the OTDA's desire to obtain high quality services. A contract may not be awarded until the OTDA is satisfied that the price for the Early Intervention and Location Enhancements are reasonable. If the Offeror originally selected to be the Contractor refuses to accept what the OTDA deems to be a reasonable price for the Early Intervention and Location Enhancements, the OTDA reserves the right to award the contract to another Offeror.

6.5.1.4 The total price offers will be ranked with the lowest responsible bid awarded the maximum total of forty (40) points. The remaining bids will be assigned scores based on the following formula:

Low bid divided by bid being evaluated times the maximum number of points available.

6.5.1.5 The above cost evaluation will be summarized in the form of a report and presented to the OTDA Selection Committee for their use in selecting the Contractor.

6.6 **CONTRACTOR SELECTION** - The OTDA Selection Committee will review the two separate summary reports from the Technical Evaluation Committee and the Cost Evaluation Committee. In addition, each Offeror may be required to give an oral presentation to the Selection Committee before a final decision is reached. The criteria for selection is identified in Chapter 6 of this RFP as the highest composite score.

Chapter 7 -OFFEROR'S RESPONSE

7.1 **SUMMARY**

7.1.1 **Approach** - This Chapter sets forth the Offeror's response requirements and format. The OTDA requires a concise response, which strictly conforms to the format specifications in this Chapter. Each response requirement is a significant evaluation factor.

Where possible, Offeror's response forms have been designed to facilitate the collection and presentation of proposal material. The Offeror's response forms and their respective instructions are presented in Appendix B and C of this RFP. It is required that each of these forms be completed. Word processing facsimiles of the required Offeror's response forms are acceptable provided the forms orientation remains the same, the contents are not altered, all identifying numbers (i.e., Offeror's response form numbers) are in the same location, there is no readily detectable difference in the spacing and no letterhead is superimposed.

7.1.2 **Proposal Overview** - The Offeror is instructed to organize and submit the proposal as three (3) separately sealed and bound volumes. The following is an overview of each volume:

7.1.2.1 Volume I – Qualifications and Experience

Volume I is designed to provide detailed key personnel and corporate information and references which support the Offeror's qualifications and experience, as well as providing additional subcontractor and affirmative action information.

Regarding key personnel, the OTDA desires a management team for the centralized operations, which possess a high level of creative and technical skills. It is expected that the key personnel proposed will have extensive large scale processing experience with a proven record of compliance in meeting milestones, deliverables and performance standards as required in prior or existing contracts.

7.1.2.2 Volume II -Technical Proposal

The OTDA desires a complete description of the organization and management control systems required to complete the major tasks.

7.1.2.2.1 Transition
7.1.2.2.2 Operations
7.1.2.2.3 Turnover

The Offeror is required to commit to the contract provisions as stated in Chapter 3 as well as the Operations Tasks and Performance Standards stated in Chapters 4 and 5 respectfully, of this RFP. Potential conflicts of interest are to be disclosed.

The OTDA has placed limits on the scope of the potential revisions to the centralized operations in 2.5 of this RFP. Revisions outside this scope will be rejected.

7.1.2.3 Volume III - Cost Proposal

The Offeror is required to use the price and cost schedules noted in Appendix B and C of this RFP to submit a separate offer price for fixed costs and Offeror suggested revisions.

7.1.3 **Proposal Outline** - The Offeror is instructed to prepare the three (3) separately bound volumes of the proposal according to the following outline:

7.1.3.1 **Volume I. Qualifications and Experience**

7.1.3.1.1 Letter of Transmittal
7.1.3.1.1.1 Executive Summary
7.1.3.1.1.2 Compliance to RFP
7.1.3.1.1.3 Compliance with Work Plan
7.1.3.1.1.4 Facility Lease Binder(s)
7.1.3.1.1.5 Contract Provisions

7.1.3.1.2 Corporate Description

7.1.3.1.3 Corporate Experience

7.1.3.1.4 Contractor Information
7.1.3.1.4.1 Tax Law Forms
7.1.3.1.4.2 Affirmative Action

7.1.3.1.5 Transition Personnel Experience
7.1.3.1.5.1 Transition Corporate Experience

7.1.3.1.6 Key Personnel Experience

7.1.3.1.7 Turnover Experience – Corporate

7.1.3.1.8 Subcontractor Description
7.1.3.1.8.1 Subcontract Content
7.1.3.1.8.2 Subcontractor Experience
7.1.3.1.8.3 Subcontractor Information
7.1.3.1.8.4 Subcontractor Tax Law Forms
7.1.3.1.8.5 Subcontractor Affirmative Action

7.1.3.1.9 Financial Resources
7.1.3.1.10 Conflict of Interest

7.1.3.2 **Volume II. Technical Proposal**

7.1.3.2.1 Reporting Relationships
7.1.3.2.1.1 Division of Responsibility
7.1.3.2.1.2 Job Descriptions

7.1.3.2.2 Transition
7.1.3.2.2.1 Staffing Level
7.1.3.2.2.2 Equipment
7.1.3.2.2.3 Facilities
7.1.3.2.2.4 Other Resources

7.1.3.2.3 Transition Approach
7.1.3.2.3.1 Personnel Acquisition and Training
7.1.3.2.3.2 Disaster Plan

2007

7.1.3.2.3.3 Division of Responsibility
7.1.3.2.3.4 Schedule, Resource and Quality Control

7.1.3.2.4 Operations
7.1.3.2.4.1 Reporting Relationships
7.1.3.2.4.2 Division of Responsibility
7.1.3.2.4.3 Job Descriptions

7.1.3.2.5 Operating Resources
7.1.3.2.5.1 Staffing Levels
7.1.3.2.5.2 Equipment

7.1.3.2.6 Operations Approach
7.1.3.2.6.1 Centralized Operations
7.1.3.2.6.2 Operating Requirements
7.1.3.2.6.3 Major Tasks
7.1.3.2.6.4 Performance Standards
7.1.3.2.6.5 Banking
7.1.3.2.6.6 Postal Services
7.1.3.2.6.7 On-time Operating Reports
7.1.3.2.6.8 Outreach
7.1.3.2.6.9 Security and Confidentiality
7.1.3.2.6.10 Operating Changes
7.1.3.2.6.11 Access
7.1.3.2.6.12 Space and Equipment for State/Federal Employees
7.1.3.2.6.13 Contractor Audit Program
7.1.3.2.6.14 Audit Requirements
7.1.3.2.6.15 Access to Files
7.1.3.2.6.16 Computer Resources
7.1.3.2.6.17 Data Retrieval Requirements
7.1.3.2.6.18 Equity and Purchase Rights to Hardware and Facilities
7.1.3.2.6.19 Disaster Backup Testing
7.1.3.2.6.20 Internal Controls
7.1.3.2.6.21 Affirmative Action Objective
7.1.3.2.6.22 Contractor Holiday Schedule
7.1.3.2.6.23 Banking Services
7.1.3.2.6.24 Telephone Services
7.1.3.2.6.25 Equipment and Software
7.1.3.2.6.26 Early Intervention Enhancement
7.1.3.2.6.27 Location Enhancement
7.1.3.2.6.28 Personnel Functions
7.1.3.2.6.29 Accounting Functions
7.1.3.2.6.30 Purchasing Functions
7.1.3.2.6.31 Security Functions

7.1.3.2.7 Performance Systems
7.1.3.2.7.1 Performance Standards
7.1.3.2.7.2 Approach

7.1.3.2.8 Personnel Development Systems
7.1.3.2.8.1 Recruitment and Selection
7.1.3.2.8.2 Training
7.1.3.2.8.3 Retention

7.1.3.2.9 Turnover
7.1.3.2.9.1 Reporting Relationships

2007

7.1.3.2.9.2 Division of Responsibility
7.1.3.2.9.3 Job Descriptions
7.1.3.2.9.4 Staffing Level
7.1.3.2.9.5 Equipment
7.1.3.2.9.6 Facilities
7.1.3.2.9.7 Other Resources
7.1.3.2.9.8 Turnover Approach
7.1.3.2.9.9 Personnel Acquisition and Training
7.1.3.2.9.10 Hardware/Software Acceptance Plan
7.1.3.2.9.11 Schedule, Resource and Quality Control

7.1.3.2.10 Offeror Suggested Revisions
7.1.3.2.10.1 Description
7.1.3.2.10.2 Workplan

7.1.3.2.11 Early Intervention Enhancement
7.1.3.2.11.1 Objectives
7.1.3.2.11.2 Approach
7.1.3.2.11.3 Resources
7.1.3.2.11.4 Planning
7.1.3.2.11.5 Development
7.1.3.2.11.6 Implementation
7.1.3.2.11.7 Operation

7.1.3.2.12 Location Enhancement
7.1.3.2.12.1 Objectives
7.1.3.2.12.2 Approach
7.1.3.2.12.3 Resources
7.1.3.2.12.4 Planning
7.1.3.2.12.5 Development
7.1.3.2.12.6 Implementation
7.1.3.2.12.7 Operation

7.1.3.3 **Volume III. Cost Proposal**

7.1.3.3.1 Letter of Transmittal
7.1.3.3.2 Fixed Costs Summary

7.1.3.3.2.1 Transition Summary
7.1.3.3.2.1.1 Personnel
7.1.3.3.2.1.2 Equipment
7.1.3.3.2.1.3 Facility
7.1.3.3.2.1.4 Other
7.1.3.3.2.1.5 Subcontractor

7.1.3.3.2.2 Payment Processing-Mail Summary
7.1.3.3.2.2.1 Personnel
7.1.3.3.2.2.2 Equipment
7.1.3.3.2.2.3 Facility
7.1.3.3.2.2.4 Other
7.1.3.3.2.2.5 Subcontractor

7.1.3.3.2.3 Payment Processing-Electronic Summary
7.1.3.3.2.3.1 Personnel
7.1.3.3.2.3.2 Equipment

2007

7.1.3.3.2.3.3 Facility
7.1.3.3.2.3.4 Other
7.1.3.3.2.3.5 Subcontractor

7.1.3.3.2.4 Disbursement Process-Checks Summary
7.1.3.3.2.4.1 Personnel
7.1.3.3.2.4.2 Equipment
7.1.3.3.2.4.3 Facility
7.1.3.3.2.4.4 Other
7.1.3.3.2.4.5 Subcontractor

7.1.3.3.2.5 Disbursement Process-Electronic Summary
7.1.3.3.2.5.1 Personnel
7.1.3.3.2.5.2 Equipment
7.1.3.3.2.5.3 Facility
7.1.3.3.2.5.4 Other
7.1.3.3.2.5.5 Subcontractor

7.1.3.3.2.6 Billing Statement/Reminder Process Summary
7.1.3.3.2.6.1 Personnel
7.1.3.3.2.6.2 Equipment
7.1.3.3.2.6.3 Facility
7.1.3.3.2.6.4 Other
7.1.3.3.2.6.5 Subcontractor

7.1.3.3.2.7 Notice Process Summary
7.1.3.3.2.7.1 Personnel
7.1.3.3.2.7.2 Equipment
7.1.3.3.2.7.3 Facility
7.1.3.3.2.7.4 Other
7.1.3.3.2.7.5 Subcontractor

7.1.3.3.2.8 New Hire Notification Processing-Mail Summary
7.1.3.3.2.8.1 Personnel
7.1.3.3.2.8.2 Equipment
7.1.3.3.2.8.3 Facility
7.1.3.3.2.8.4 Other
7.1.3.3.2.8.5 Subcontractor

7.1.3.3.2.9 New Hire Notification Processing-Electronic Summary
7.1.3.3.2.9.1 Personnel
7.1.3.3.2.9.2 Equipment
7.1.3.3.2.9.3 Facility
7.1.3.3.2.9.4 Other
7.1.3.3.2.9.5 Subcontractor

7.1.3.3.2.10 Non-IV/D Payment Processing Summary
7.1.3.3.2.10.1 Personnel
7.1.3.3.2.10.2 Equipment

2007

7.1.3.3.2.10.3 Facility
7.1.3.3.2.10.4 Other
7.1.3.3.2.10.5 Subcontractor

7.1.3.3.2.11 Data Capture Services Summary
7.1.3.3.2.11.1 Personnel
7.1.3.3.2.11.2 Equipment
7.1.3.3.2.11.3 Facility
7.1.3.3.2.11.4 Other
7.1.3.3.2.11.5 Subcontractor

7.1.3.3.2.12 Putative Father Registry Summary
7.1.3.3.2.12.1 Personnel
7.1.3.3.2.12.2 Equipment
7.1.3.3.2.12.3 Facility
7.1.3.3.2.12.4 Other
7.1.3.3.2.12.5 Subcontractor

7.1.3.3.2.13 Voice Response System Summary
7.1.3.3.2.13.1 Personnel
7.1.3.3.2.13.2 Equipment
7.1.3.3.2.13.3 Facility
7.1.3.3.2.13.4 Other
7.1.3.3.2.13.5 Subcontractor

7.1.3.3.2.14 Outreach Summary
7.1.3.3.2.14.1 Personnel
7.1.3.3.2.14.2 Equipment
7.1.3.3.2.14.3 Facility
7.1.3.3.2.14.4 Other
7.1.3.3.2.14.5 Subcontractor

7.1.3.3.2.15 Customer Service Summary
7.1.3.3.2.15.1 Personnel
7.1.3.3.2.15.2 Equipment
7.1.3.3.2.15.3 Facility
7.1.3.3.2.15.4 Other
7.1.3.3.2.15.5 Subcontractor

7.1.3.3.2.16 Administration Summary
7.1.3.3.2.16.1 Personnel
7.1.3.3.2.16.2 Equipment
7.1.3.3.2.16.3 Facility
7.1.3.3.2.16.4 Other
7.1.3.3.2.16.5 Subcontractor

7.1.3.3.2.17 Turnover Summary
7.1.3.3.2.17.1 Personnel
7.1.3.3.2.17.2 Equipment
7.1.3.3.2.17.3 Facility

2007

7.1.3.3.2.17.4 Other
7.1.3.3.2.17.5 Subcontractor

7.1.3.3.2.18 Contract Extension Summary
7.1.3.3.2.18.1.1 Personnel
7.1.3.3.2.18.1.2 Equipment
7.1.3.3.2.18.1.3 Facility
7.1.3.3.2.18.1.4 Other
7.1.3.3.2.18.1.5 Subcontractor

7.1.3.3.2.19 Offeror Suggested Revisions (optional) – Summary
7.1.3.3.2.19.1 Personnel
7.1.3.3.2.19.2 Equipment
7.1.3.3.2.19.3 Facility
7.1.3.3.2.19.4 Other
7.1.3.3.2.19.5 Subcontractor

7.1.3.3.2.20 Offeror Suggested Revisions (optional) – Transition Summary
7.1.3.3.2.20.1 Personnel
7.1.3.3.2.20.2 Equipment
7.1.3.3.2.20.3 Facility
7.1.3.3.2.20.4 Other
7.1.3.3.2.20.5 Subcontractor

7.1.3.3.2.21 Offeror Suggested Revisions (optional) – Payment Processing-Mail Summary
7.1.3.3.2.21.1 Personnel
7.1.3.3.2.21.2 Equipment
7.1.3.3.2.21.3 Facility
7.1.3.3.2.21.4 Other
7.1.3.3.2.21.5 Subcontractor

7.1.3.3.2.22 Offeror Suggested Revisions (optional) – Payment Processing-Electronic Summary
7.1.3.3.2.22.1 Personnel
7.1.3.3.2.22.2 Equipment
7.1.3.3.2.22.3 Facility
7.1.3.3.2.22.4 Other
7.1.3.3.2.22.5 Subcontractor

7.1.3.3.2.23 Offeror Suggested Revisions (optional) – Disbursement Process-Checks Summary
7.1.3.3.2.23.1 Personnel
7.1.3.3.2.23.2 Equipment
7.1.3.3.2.23.3 Facility
7.1.3.3.2.23.4 Other
7.1.3.3.2.23.5 Subcontractor

7.1.3.3.2.24 Offeror Suggested Revisions (optional) – Disbursement Process-Electronic Summary
7.1.3.3.2.24.1 Personnel

2007

7.1.3.3.2.24.2 Equipment
7.1.3.3.2.24.3 Facility
7.1.3.3.2.24.4 Other
7.1.3.3.2.24.5 Subcontractor

7.1.3.3.2.25 Offeror Suggested Revisions (optional) – Billing Statement/Reminder Process Summary
7.1.3.3.2.25.1 Personnel
7.1.3.3.2.25.2 Equipment
7.1.3.3.2.25.3 Facility
7.1.3.3.2.25.4 Other
7.1.3.3.2.25.5 Subcontractor

7.1.3.3.2.26 Offeror Suggested Revisions (optional) – Notice Process Summary
7.1.3.3.2.26.1 Personnel
7.1.3.3.2.26.2 Equipment
7.1.3.3.2.26.3 Facility
7.1.3.3.2.26.4 Other
7.1.3.3.2.26.5 Subcontractor

7.1.3.3.2.27 Offeror Suggested Revisions (optional) – New Hire Notification Processing-Mail Summary
7.1.3.3.2.27.1 Personnel
7.1.3.3.2.27.2 Equipment
7.1.3.3.2.27.3 Facility
7.1.3.3.2.27.4 Other
7.1.3.3.2.27.5 Subcontractor

7.1.3.3.2.28 Offeror Suggested Revisions (optional) – New Hire Notification Processing-Electronic
Summary
7.1.3.3.2.28.1 Personnel
7.1.3.3.2.28.2 Equipment
7.1.3.3.2.28.3 Facility
7.1.3.3.2.28.4 Other
7.1.3.3.2.28.5 Subcontractor

7.1.3.3.2.29 Offeror Suggested Revisions (optional) – Non-IV/D Payment Processing Summary
7.1.3.3.2.29.1 Personnel
7.1.3.3.2.29.2 Equipment
7.1.3.3.2.29.3 Facility
7.1.3.3.2.29.4 Other
7.1.3.3.2.29.5 Subcontractor

7.1.3.3.2.30 Offeror Suggested Revisions (optional) – Data Capture Services Summary
7.1.3.3.2.30.1 Personnel
7.1.3.3.2.30.2 Equipment
7.1.3.3.2.30.3 Facility
7.1.3.3.2.30.4 Other
7.1.3.3.2.30.5 Subcontractor

2007

7.1.3.3.2.31 Offeror Suggested Revisions (optional) – Putative Father Registry Summary
7.1.3.3.2.31.1 Personnel
7.1.3.3.2.31.2 Equipment
7.1.3.3.2.31.3 Facility
7.1.3.3.2.31.4 Other
7.1.3.3.2.31.5 Subcontractor

7.1.3.3.2.32 Offeror Suggested Revisions (optional) – Voice Response System Summary
7.1.3.3.2.32.1 Personnel
7.1.3.3.2.32.2 Equipment
7.1.3.3.2.32.3 Facility
7.1.3.3.2.32.4 Other
7.1.3.3.2.32.5 Subcontractor

7.1.3.3.2.33 Offeror Suggested Revisions (optional) – Outreach Summary
7.1.3.3.2.33.1 Personnel
7.1.3.3.2.33.2 Equipment
7.1.3.3.2.33.3 Facility
7.1.3.3.2.33.4 Other
7.1.3.3.2.33.5 Subcontractor

7.1.3.3.2.34 Offeror Suggested Revision (optional) – Customer Service Summary
7.1.3.3.2.34.1 Personnel
7.1.3.3.2.34.2 Equipment
7.1.3.3.2.34.3 Facility
7.1.3.3.2.34.4 Other
7.1.3.3.2.34.5 Subcontractor

7.1.3.3.2.35 Offeror Suggested Revisions (optional) – Administration Summary
7.1.3.3.2.35.1 Personnel
7.1.3.3.2.35.2 Equipment
7.1.3.3.2.35.3 Facility
7.1.3.3.2.35.4 Other
7.1.3.3.2.35.5 Subcontractor

7.1.3.3.2.36 Offeror Suggested Revisions (optional) – Turnover Summary
7.1.3.3.2.36.1 Personnel
7.1.3.3.2.36.2 Equipment
7.1.3.3.2.36.3 Facility
7.1.3.3.2.36.4 Other
7.1.3.3.2.36.5 Subcontractor

7.1.3.3.2.37 Capital Finance Plan Summary

7.1.3.3.2.38 Corporate Overhead Cost Data

7.1.3.3.2.39 Early Intervention Enhancement Summary
7.1.3.3.2.39.1 Transition Summary
7.1.3.3.2.39.1.1 Personnel
7.1.3.3.2.39.1.2 Equipment
7.1.3.3.2.39.1.3 Facility

2007

7.1.3.3.2.39.1.4 Other
7.1.3.3.2.39.1.5 Subcontractor

7.1.3.3.2.39.2 Operations Summary
7.1.3.3.2.39.2.1 Personnel
7.1.3.3.2.39.2.2 Equipment
7.1.3.3.2.39.2.3 Facility
7.1.3.3.2.39.2.4 Other
7.1.3.3.2.39.2.5 Subcontractor

7.1.3.3.2.39.3 Turnover Summary
7.1.3.3.2.39.3.1 Personnel
7.1.3.3.2.39.3.2 Equipment
7.1.3.3.2.39.3.3 Facility
7.1.3.3.2.39.3.4 Other
7.1.3.3.2.39.3.5 Subcontractor

7.1.3.3.2.40 Location Enhancement Cost Summary
7.1.3.3.2.40.1 Subcontractor

7.1.3.3.2.41 Corporate Overhead Cost

7.1.4 **General Instructions** - Response requirements are presented on a series of Offeror's response requirement tables noted in Appendix B of this RFP. Each table indicates the volume, section and subsection of the proposal in which the response is to be made. The following items are contained on these tables:

7.1.4.3 Proposal Reference - The alphanumeric reference that must be included in each portion of the Offeror's proposal identifies each individual response to a specific response requirement. The applicable proposal reference must be placed on each response form or other response document.

7.1.4.4 Response Requirement - A component of the services which the OTDA desires to purchase.

7.1.4.5 Description - A complete description of the response requirement including any sub-requirements.

7.1.4.6 Format Requirements - A series of forms have been developed for use by the Offerors for many of the response requirements. Use of these forms is required where indicated. Complete instructions and blank forms are presented in Appendix C of this RFP. Where no form is prescribed, format instructions are provided.

NOTE: REIMBURSABLE EXPENSES MUST NOT BE INCLUDED IN AN OFFEROR'S FINANCIAL PROPOSAL COST FORMS.

2007