NEW YORK STATE

REQUEST FOR PROPOSAL

CENTRALIZED SUPPORT COLLECTION AND ENFORCEMENT

Sections 1 through 8

OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE

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Section 1 GENERAL PROPOSAL PROVISIONS

1.1 Purpose of Request, Definitions, and Glossary

1.1.1 The purpose of this Request for Proposal (RFP) is to obtain Bid Proposals in support of the administration of the New York State Child Support Enforcement Program as more fully described in Sections 2, 4, and 5 of this RFP. This RFP, which is entitled "New York State Centralized Support Collection and Enforcement," consists of the body of this RFP and all attachments and information referenced herein.

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

1.1.3 The following Definitions are used throughout this RFP:

1.1.3.1 **Administrative Proposal** means the administrative portion of a Bidder's Bid Proposal as set forth in Section 8 of this RFP.

1.1.3.2 **Agreement or Contract** means the contract between the Contractor and the OTDA, as approved by the Office of the State Comptroller (OSC), to perform the Services. The Agreement shall include, among other documents, the RFP and the successful Bidder's Bid Proposal.

1.1.3.3 **Base Contract Term** means the Transition Period followed by the five (5) year period during which Centralized Operations will be performed beginning on the Contract Approval Date.

1.1.3.4 **Bidder or Offeror** means an entity which submits a Bid Proposal in response to this RFP.

1.1.3.5 **Bid Proposal or Proposal** means the Administrative, Technical, and Financial Proposals submitted in response to this RFP.

1.1.3.6 **Bid or Proposal Submission Date** means the date Bid Proposals are due to the OTDA.

1.1.3.7 **Customer Service Center** means the facility where the "Customer Service" Centralized Operation is performed.

1.1.3.8 **Centralized Operations** means the functions set forth by category to be performed by the Contractor, as referred to in Section 2.1.2 of this RFP, which are:

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

1.1.3.9 **Contract Approval Date** means the date upon which OSC approves the Contract.

1.1.3.10 **Contract Term** means the Base Contract Term plus any optional extension periods of up to two (2) years thereafter.

1.1.3.11 **Contractor** means the entity which enters into a Contract to perform the Services.

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

1.1.3.13 **Financial Proposal** means the financial portion of a Bidder's Bid Proposal as set forth in Section 8 of this RFP.

1.1.3.14 **Fixed Asset** means software, equipment or other devices acquired by the Contractor, with a value of five hundred ($500.00) or more, used to perform Services.

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

1.1.3.16 **Key Staff or Key Personnel** means the staff identified in Appendix K of this RFP.

1.1.3.17 **Minimum Bidder Experience** means the minimum experience required by a Bidder as set forth in Section 1.12 of this RFP.

1.1.3.18 **MWBE** means the New York State Minority and Women-Owned Business Enterprise program.

1.1.3.19 **OSC** means the New York State Office of the State Comptroller.

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

1.1.3.21 **OTDA** means the New York State Office of Temporary and Disability Assistance.

1.1.3.22 **Services** mean the work, tasks, and functions to be performed by Contractor pursuant to the Agreement.

1.1.3.23 **The State** shall mean New York State.

1.1.3.24 **Subcontractor** means any company that performs a portion of the Offeror's obligation under the terms of a written agreement with the Offeror. Any vendor that exclusively provides only goods, supplies, and/or materials shall be considered exempt from this definition, except for purposes of the MWBE requirements under Appendix Z of this RFP.

1.1.3.25 **Technical Proposal** means the technical portion of a Bidder's Bid Proposal as set forth in Section 8 of this RFP.

1.1.3.26 **Transition** means the services and tasks to be performed as set forth in the Transition Plan.

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

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

1.1.3.29 **Turnover** means the services to be performed to transfer the Centralized Operations from the Contractor to the OTDA and/or a successor vendor.

1.1.3.30 **Glossary** means the terms and definitions set forth in Appendix G of this RFP which specifically apply to the Child Support Enforcement Program.

1.2 **Contract Duration**

The term of the Contract resulting from this RFP is comprised of the Transition Period followed by five (5) years of performing Centralized Operations, commencing on the Contract Approval Date. The OTDA has the option and sole discretion, with approval of the Office of the State Comptroller (OSC), to exercise two (2) consecutive extensions of up to twelve (12) months each.

1.3 **Timetable**

1.3.1	Release of RFP	November 26, 2014
1.3.2	Tour of Existing Facility	December 16, 2014
1.3.3	Final Date for Receipt of Questions	December 31, 2014
1.3.4	Letter of Intent to Offer (Optional)	January 14, 2015
1.3.5	Official Answers to Questions By OTDA	February 20, 2015
1.3.6	Closing Date for Receipt of Proposals	April 6, 2015
1.3.7	Tentative Notice of Award	July 13, 2015

1.3.8 The OTDA reserves the right to modify any of the cited dates.

1.4 **Identification and Submission of Proposals**

1.4.1 The format and content of Bid Proposals is set forth in Section 8 of this RFP. A Bid Proposal must be received by the OTDA no later than 3:00 PM, Eastern Standard Time (EST), April 6, 2015 (the "Proposal Submission Date"). The OTDA may reject any Bid Proposal received after that date and time.

1.4.2 The Offeror's Bid Proposal must remain in effect for a minimum of one (1) year from the Proposal Submission Date, and must be signed by an official authorized to bind the Offeror. As specified in Section 8 and Appendix B of this RFP, the Offeror's Bid Proposal consists of three (3) separately sealed parts.

1.4.2.1 The Administrative Proposal (Volume I),

1.4.2.2 The Technical Proposal (Volume II), and

1.4.2.3 The Financial Proposal (Volume III).

1.4.3 A Bid Proposal shall be submitted in twelve (12) paper copies and twelve (12) DVD copies in MS Word/Excel/Project format and clearly labeled as the "New York State Centralized Support Collection and Enforcement Bid Proposal" in separately sealed Volumes and either delivered or mailed to:

Ms. Kathleen Meerwarth
Contract Management Specialist 4
New York State Office of Temporary and Disability Assistance
Bureau of Contract Management
40 North Pearl Street 12th Floor, Section D
Albany, NY 12243

1.4.4 Upon receipt of a Bid Proposal by the OTDA, a date and time receipt will be issued upon request. Once submitted a Bid Proposal becomes the property of the OTDA and will not be returned to the Offeror unless the OTDA determines otherwise.

1.5 **Procurement Point of Contact**

Pursuant to State Finance Law §§139-j and 139-k, this RFP includes and imposes certain restrictions on communications between OTDA and an Offeror during the procurement process. OTDA is required to record all "Contacts" made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting government agencies about procurements. Offerors are restricted from making oral, written or electronic contacts with OTDA employees under circumstances where a reasonable person would infer that the communication was intended to influence the government procurement (e.g., an attempt to persuade the agency to award a bid to a particular Offeror (a Contact), other than to the Point of Contact (POC) as designated below until the OSC award approval). Statutory exceptions to Offeror contact with other than the designated POC set forth in State Finance Law §139-j (3) (a) are listed below:

-Submission of a written Bid Proposal in response to this RFP;
-Participation in any conference including the oral presentations described herein;
-Official Questions and Answers;
-Complaints filed by an Offeror to the OTDA's Counsel's Office stating that the designated POC has failed to respond in a timely manner (any such complaints should be addressed to: Krista Rock, General Counsel, 40 North Pearl Street, 16C, Albany, New York 12243);
-Negotiations following tentative award;
-Debriefings with Offerors that were not award recipients; and
-Filing of an appeal or protest.

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

http://www.ogs.ny.gov/acpl/

The Procurement Lobbying Act also requires that every procurement over $15,000 include a certification by the Offeror that all information provided to the agency is complete, true, and accurate with regard to prior non-responsibility determinations within the past four (4) years based on (i) impermissible contacts or other violations of State Finance Law Section 139-j, or (ii) the intentional provision of false or incomplete information to a governmental entity.

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.

1.6 **The Point of Contact for this Procurement is:**

Ms. Cheryl Morris
Child Support Specialist 3
New York State Office of Temporary and Disability Assistance
Division of Child Support Enforcement, Center for Child Well-Being
40 North Pearl Street 13th Floor, Section C
Albany, NY 12243
Phone#: 518-473-0574
Fax#: 518-473-9234
Email Address: nysdurfp@otda.ny.gov

Other permissible Point of Contact for the Offeror:

Ms. Kathleen Meerwarth
Contract Management Specialist 4
New York State Office of Temporary and Disability Assistance
Bureau of Contract Management
40 North Pearl Street 12th Floor, Section D
Albany, NY 12243
Phone#: 518-486-6352
Fax#: 518-474-3555

1.6.1 From the release date of this RFP until the resultant Contract is approved by the OSC, all Offeror Contacts related to this procurement with State staff must be received by the OTDA POC, Cheryl Morris at 518-473-0574 or Kathleen Meerwarth at 518-486-6352 or email nysdurfp@otda.ny.gov.

1.6.2 Prospective Offerors may not approach State personnel with offers of employment during the procurement period. Any Offeror who is aware of an OTDA employee who is considering employment with the Offeror should advise the POC forthwith.

1.6.3 Any contact by prospective Offerors or their agents regarding the delivery location or directions for delivery or mailing must be addressed by email: nysdurfp@otda.ny.gov or by telephone at 518-473-0574.

1.6.4 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.

1.7 **Letter of Intent to Offer**

1.7.1 Any Offeror intending to submit a Bid Proposal is strongly encouraged to submit a Letter of Intent to Offer. A Letter of Intent to Offer, if submitted, must be received by the New York State Division of Child Support Enforcement by 3:00 PM, EST, on January 14, 2015 at the following email address: nysdurfp@otda.ny.gov. The Letter of Intent to Offer shall:

1.7.2 Specify the Offeror and any planned Subcontractors where projected payments could exceed $1,000,000 over the life of the Contract.

1.7.3 Indicate any minority or women-owned business enterprise(s) (MWBE), if known, with whom the Offeror intends to subcontract or intends to use as a supplier under the Contract.

1.7.4 Disclose any potential conflict of interest pertaining to this RFP involving the Offeror or any planned Subcontractor. If there are none, it shall be so stated.

1.7.5 Amendments to the Letter of Intent to Offer that specify changes in Subcontractors may be accepted by the OTDA at its discretion.

1.8 **Tour of Existing Facility**

Offerors are strongly encouraged to tour the existing Operations Facility. Tours will be conducted by appointment only and are available on December 16, 2014. Tours are limited to four (4) individuals per Offeror and appointments can be made by contacting the POC at 518-473-0574 or by emailing nysdurfp@otda.ny.gov. No audio or video recordings in any format or manner will be allowed during the tours.

1.9 **OTDA Rights**

1.9.1 The OTDA reserves the right to:

1.9.1.1 Cancel the RFP at its sole discretion.

1.9.1.2 Reject a Bid Proposal which fails to meet the Bidder Mandatory Experience.

1.9.1.3 Issue modifications to the RFP.

NOTE: With regard to all modifications, clarifications, or amendments regarding this RFP which the OTDA reserves the right to issue, any such modification issued on or before the Bid Submission Date shall be published at http://otda.ny.gov/contracts/procurement-bid.asp. After that date (or an amended date, as the case may be), notification will be only to Offerors who have submitted Bid 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 prior to the Bid Submission Date, subject only to the bounds set forth in the Contract Reporter issuance.

1.9.1.4 Revise any part of this RFP, at any time, upon written notification to all Offerors.

1.9.1.5 Direct any Offeror or number of Offerors to submit Bid Proposal modifications addressing subsequent RFP amendments.

1.9.1.6 Accept all or part of a Bid Proposal.

1.9.1.7 Eliminate any requirement(s) or procedural technicalities unmet by all Offerors upon notice to all Offerors.

1.9.1.8 Make typographical or computational corrections to Bid Proposals, with the concurrence of the Offeror.

1.9.1.9 Waive procedural technicalities in Bid Proposals received, upon notification to all Offerors.

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

1.9.1.11 Request Offerors to clarify or revise their Bid Proposal(s) and/or submit additional information pertaining to their Bid Proposal.

1.9.1.12 Request best and final Financial Proposals from Offerors.

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 Bid Proposal or any presentations or demonstrations required during the Bid evaluation process.

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 duly executed Confidentiality Agreement found in Appendix J of this RFP. Offerors are required to schedule appointments with the POC by calling 518-473-0574 or emailing nysdurfp@otda.ny.gov to review the reference materials.

1.12 **Minimum Experience and Qualifications Required of Offerors**

1.12.1 The OTDA is seeking Bid Proposals from Offerors whose qualifications, combined with that of any Subcontractor, demonstrates a minimum of three (3) years' experience during the past ten (10) years 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.

1.12.2 Bid Proposals from firms with less than the required Minimum Experience above will be rejected during the preliminary qualifications phase review. A qualified Offeror must be a single, totally responsible prime Contractor with any major Subcontractors committed in writing to specified roles. Only those Offerors that meet the Bidder Minimum Experience, 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 entity involved in the Contract.

1.13 **Key Staff**

1.13.1 OTDA has identified eight (8) Key Staff positions set forth in Appendix K for Transition, Centralized Operations, and Turnover. A detailed description of the experience of each of the eight (8) Key Staff must be set forth on Forms OR-6A, OR-6B and OR-7 as part of an Offeror's Bid Proposal.

1.13.2 OTDA reserves the right to interview each proposed Key Staff after the Bid Submission Date and prior to the Contract Approval Date to determine whether a Key Staff member is qualified. In the event OTDA determines, in its sole discretion, that a Key Staff member is not qualified, then the Offeror shall propose a replacement and the process described above shall continue until an acceptable replacement is identified. The OTDA shall apply reasonable industry standards in its qualification determinations. Approval of Key Staff will be based on information provided in Forms OR-6A, OR-6B, OR-7, and any other information the OTDA may request or deem appropriate.

1.13.3 In the event a proposed Key Staff person becomes unwilling or unable to participate after the Bid Submission Date and prior to the Contract Approval Date, the Offeror must formally notify the OTDA in writing of such within one (1) business day of the time that the Offeror knew or should have known of the Key Staff non- availability. Within five (5) business days thereafter, the Offeror must then identify and substitute a replacement candidate with qualifications that are equal to or better than the original candidate as determined at the sole discretion of the OTDA. Failure to meet either of these timelines may result in the Offeror's disqualification, unless the Offeror can demonstrate good cause for failure to comply with such time requirements.

1.13.4 In the event Key Staff is replaced prior to award notification, the Key Staff experience submitted on Forms OR-6A, OR-6B, and OR-7 in an Offeror's Bid Proposal shall nonetheless remain the basis for Bid Proposal evaluation purposes, and such forms may not be modified to reflect the experience of the Key Staff replacement.

1.13.5 During the Contract Term, OTDA may request the replacement of a Key Staff member for any legitimate and reasonable performance reason. A Key Staff replacement occurring at OTDA's request shall be completed within thirty (30) calendar days of the written receipt by the Contractor of OTDA's replacement request. In the event the Contractor desires to replace a Key Staff member, prior written approval from OTDA must be obtained, which approval shall not be unreasonably withheld.

1.14 **Questions Regarding this RFP**

1.14.1 All questions regarding this RFP, supporting documentation, or other matters related to this RFP may be submitted by emailing nysdurfp@otda.ny.gov.

1.14.2 All questions must be received no later than 3:00 PM, EST, December 31, 2014. Any questions received after this date and time will not be answered unless the OTDA determines otherwise.

1.14.3 An official answer to submitted questions will be posted on OTDA's website http://otda.ny.gov/contracts/procurement-bid.asp by February 20, 2015. The OTDA will not entertain questions via telephone

1.14.4 Each question must cite the specific RFP section and paragraph number to which it refers. During the questions and answers phase of the procurement, Offerors must:

-request any necessary clarifications of the terms and conditions and scope of work; and
-raise any potential assumptions, exceptions, caveats, etc., to the terms and conditions, and scope of work.

1.15 **Content of Proposals**

To be considered responsive, an Offeror must submit a Bid Proposal which provides the information set forth in Section 8 of this RFP. Bid Proposals that contain material changes to the terms and conditions, specifications, and requirement set forth in this RFP may be disqualified.

1.16 **Period of Validity**

Each Offeror's Bid Proposal shall remain valid for one (1) year from the Bid Proposal Submission Date.

1.17 **Public Information Requirements and Press Releases**

Proposals, upon submission, will become the property of the OTDA. Prospective Offerors are further advised that, all Bid Proposals are subject to disclosure under the New York State Freedom of Information Law (NYS Public Officers Law, Article 6). In the event an Offeror desires that the OTDA consider specific information in the Bid Proposal subject to an exception from public disclosure, then 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 Bid Proposal or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as inadequate requests for exception from public disclosure and will not be considered by the OTDA in the event that a Freedom of Information request for Bid Proposal information is received.

Contractor agrees that no brochure, news/media/press release, public announcement, memorandum or other information of any kind regarding the Contract shall be disseminated in any way to the public, nor shall any presentation be given regarding the Contract without the prior written approval of OTDA.

1.18 Notice of Award and Debriefing

Subsequent to the evaluation of all qualified Bid Proposals received pursuant to this RFP, all Offerors will be notified of the acceptance or rejection of their Bid Proposals.

The OTDA will notify all unsuccessful Offerors, at or about the time of Bid Proposal award, of the fact that their Bid Proposals were not selected. Each unsuccessful Offeror may request a debriefing by the OTDA as to why its Bid Proposal was not selected. The scope of such debriefings will ordinarily be limited to the strengths and weaknesses of the individual Offeror's Bid Proposal.

News releases or any other disclosure relating to the conditional Bid award shall not be made by the successful Offeror or its agent without the explicit written approval of the OTDA.

1.19 Minority and Women-Owned Business Enterprise and Equal Employment Opportunity Participation

New York State Executive Law §§ 310–318, (Article 15-A: Participation By Minority Group Members and Women With Respect To State Contracts -- hereinafter "the Statute"), was enacted to promote equality of employment and economic opportunities for minority group members and women in State contracting activities. The OTDA fully supports the efforts of the State of New York to promote Equal Employment Opportunity (EEO) for all persons, and to promote equality of economic opportunity for minority group members and women who own business enterprises.

The OTDA has developed compliance requirements, forms, and procedures to ensure that (i) all contractors as defined under § 310 (3) (to include those who submit bids/proposals in an effort to be selected for contract award as well as those successful bidders/proposers with whom the OTDA enters into State Contracts, as defined in § 310 (13) [hereinafter "Contractors"], as well as proposed or actual "Subcontractors", as defined in § 310 (14), shall comply with requirements to ensure equal employment opportunities for minority group members and women, and, (ii) there are meaningful participation opportunities for certified MWBEs in the OTDA procurement process. Contractors participating in and/or selected for procurement opportunities with the OTDA shall fulfill their obligations to comply with applicable Federal, State and local requirements concerning EEO and opportunities for MWBEs, including but not limited to the statute and its implementing regulations as promulgated by the New York State Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-144). Please refer to Appendix Z, attached and incorporated by reference herein, for the specific EEO/MWBE requirements and associated forms required by this procurement. These forms are to be submitted without change to goals specified in the RFP or Contract, unless otherwise authorized by the OTDA. Copies of the required OTDA Forms are identified in this Appendix and available on OTDA's Internet site at http://otda.ny.gov/contracts/mwbe/forms.asp.

It is important to note that in addition to direct sub-contracting on State contracts, contractors can also utilize a number of other vendors in support of their overall operations. Using NYS Certified MWBEs (link to Directory of NYS Certified MWBEs, http://www.esd.ny.gov/MWBE.html) as providers of these second tier services can be counted in satisfaction of the goals. The following are examples of indirect services that you may want to consider for compliance with MWBE subcontracting participation requirements: Accounting Services, Advertising, Building Maintenance, Car Rental, Cleaning Supplies, Copying, Electrical Services, Furniture, Heating and Cooling, Janitorial Services, Office Supplies, Pest Control, Printing Services, Publishing, Rubbish Removal, Security, Shredding Services, Tax Preparation, Technical Writing, Training, Travel Services, etc.

1.20 **Federally Required Statutory References for State Contracts Funded Under Title IV-D of the Social Security Act**

All Contractors will be required to comport with the requirements of: EEO; Copeland "Anti-Kickback" Act; Davis-Bacon Act; Contract Work Hours and Safety Standards Act; Rights to Inventions Made Under a Contract or Agreement; Clean Air Act; Byrd Anti-Lobbying Amendment; and Debarment and Suspension, Contained in Appendix N of this RFP. Contractors shall submit documentation as the OTDA may require to ensure compliance with such statutes.

1.21 **Drug Free Workplace**

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

1.21.1 Notifying all Subcontractors of the Drug Free Workplace rules.

1.21.2 Making conforming changes to internal procedures, directives, training materials, etc.

1.21.3 Incorporating the new rules into Subcontractor monitoring practices.

1.22 **Subcontracts**

In the event the selected Offeror's Bid Proposal includes services provided by another firm, it shall be mandatory for the selected Offeror to assume full responsibility for the delivery for such services/items offered in the Bid 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. The OTDA must prior approve all Offeror subcontracts.

1.23 **Contract**

The OTDA will enter into a Contract with the Contractor. The RFP and the Contractor's Bid Proposal will be incorporated by reference into the Contract.

1.24 **Multi-Agency Use**

The Contract entered into pursuant to an award resulting from this RFP must contain a provision that grants the option to the State to extend 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 in this RFP.

1.25 **Public Officers Law**

All Offerors and their employees, agents, and Subcontractors 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 and agents of organizations doing business with the State, and with applicable Federal laws and regulations of similar intent to the extent applicable. In signing the Bid 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.

1.26 **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 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 Non-Construction For-Profit Vendor Responsibility Questionnaire and submit it with its Bid 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 Non-Construction For-Profit Vendor Responsibility Questionnaire whenever such information changes and prior to any Contract extensions and/or amendments. In the case of an assignment, a Non-Construction For-Profit Vendor Responsibility 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 OTDA recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System; however, vendors may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at:
http://osc.state.ny.us/vendrep/index.htm
or go directly to the VendRep System online at https://portal.osc.state.ny.us.

For direct VendRep System user assistance, the OSC's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.ny.gov. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website http://osc.state.ny.us/vendrep/index.htm or may contact the OTDA or the OSC's Help Desk for a copy of the paper form.

The Non-Construction For-Profit Vendor Responsibility Questionnaire can also be found in Appendix J of this RFP.

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

The Commissioner of OTDA or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such

suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OTDA or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

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

1.27 **Encouraging Use of New York State Businesses in Contract Performance**

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the State and the nation. In recognition of their economic activity and leadership in doing business in New York State, Offerors for this Contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as Subcontractors, suppliers, protégés or other supporting roles.

The Contractor will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Offerors are reminded that they must continue to utilize small, MWBEs, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses. The State therefore expects Offerors to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

To demonstrate their commitment to the use of New York State Businesses, Offerors are required to submit the Subcontractor and Supplier Identification Form located in Appendix J of this RFP and submit it with their Proposal.

1.28 **New York State Contractor Insurance Requirements**

An Offeror must commit to obtaining all necessary proof of insurance with its Bid Proposal. Upon notice of award, Offeror shall be required to procure all required insurance. The Contractor must provide proof of current insurance throughout the Contract term. The Contractor shall procure at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, policies of insurance as set forth in Section 3 of this RFP, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York ("admitted" carriers) with an A.M. Best Company rating of "A-" Class "VII" or better or as acceptable to the OTDA. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the

renewal date of the policy with an insurer acceptable to the OTDA and rated at least “A-” Class ”VII” in the most recently published Best’s Insurance Report. The OTDA may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit; provided that nothing herein shall be construed to require OTDA to accept insurance placed with a non-authorized carrier under any circumstances. The Contractor shall deliver to the OTDA evidence of such policies in a form acceptable to the OTDA, in accordance with the requirements set forth in Section 3 of this RFP, as applicable.

1.29 **Iran Divestment Act**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Offeror (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the New York State Office of General Services (OGS) website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such Contract any Subcontractor or vendor that is identified on the Prohibited Entities List. Additionally, an Offeror is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the OTDA receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the OTDA will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within ninety (90) days after the determination of such violation, then the OTDA shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default. The OTDA reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after Contract award.

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

1.30.1 It is the policy of the OTDA to provide all Offerors with an opportunity to resolve complaints or inquiries related to bid solicitations or pending contract awards administratively. The OTDA encourages Offerors 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 Sections 1.30.2 through 1.30.9 of this RFP.

1.30.2 **Formal Written Protests** - Final agency decisions or recommendations for award generally may be reconsidered only in the context of a formal written protest as described below. Any Offeror or prospective Offeror who believes that there are errors or omissions in the procurement process or who otherwise has been aggrieved in the drafting or issuance of this RFP, Proposal evaluation, 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 the Director of the OTDA Bureau of Contract Management (BCM), 40 North Pearl Street, 12th Floor, Section D, Albany, NY 12243. A formal protest must include a statement of all legal and/or factual grounds for disagreement with an OTDA specification or purchasing decision; a description of all remedies or relief requested; and copies of all applicable supporting documentation.

1.30.3 **Deadline for Submission of Formal Protests for Errors or Omissions in the Procurement Process** – The OTDA must receive formal protests concerning errors, omissions or prejudice, including patently obvious errors in this RFP specifications or documents, at least ten (10) calendar days before the Bid Submission Date.

1.30.4 **Deadline for Submission of Formal Protests of Contract Award** – The OTDA must receive a formal protest concerning a contract award within ten (10) business days of the issuance of notice of contract award.

1.30.5 **Review and Final Determination of Protests** - Protests will be resolved through written correspondence. However, the protester may request a meeting to discuss a formal protest or the OTDA may initiate a meeting on its own accord, at which time the participants may present their concerns. Either the protester or the OTDA may decline such a meeting. Where further formal resolution is required, the Director of BCM may designate an OTDA employee ("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 designee's findings and recommendations, the evaluation team's reports 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 the OTDA Counsel's Office, 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 OSC 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 OSC upon issue.

1.30.6 **Appeals** - Upon receipt of the OTDA's determination of a protest, a protester has ten (10) business days to file an appeal of the determination with the OSC Bureau of Contracts. The appeal must be filed with Charlotte Breeyear, Director, Bureau of Contracts, New York State Office of the State Comptroller, 110 State Street, 11th Floor, Albany, NY 12236. The protester's appeal must contain an affirmation in writing that a copy of the appeal has been served on the OTDA, the successful bidder (except where the contracting agency upholds the protest and the successful bidder is the appealing party), and any other party that participated in the protest. In its appeal, the interested party shall set forth the basis on which it challenges the OTDA's determination. The OSC Bureau of Contracts will conduct its determination of the appeal in accordance with its established policy.

1.30.7 **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 the 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.

1.30.8 **Procurement Activity Prior to Final Protest Determination** - 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 OSC, notice of receipt of the protest and appeal must be included in the procurement record forwarded to the OSC. If a final protest decision or final

decision on appeal has been reached prior to transmittal to the OSC, a copy of the final decision must be included in the procurement record and forwarded with the recommendation for award. If a final protest decision is made after the transmittal of a bid package to the OSC, but prior to the OSC approval under State Finance Law § 112, a copy of the final OTDA decision shall be forwarded to the OSC when issued, along with a letter either: a) confirming the original OTDA recommendation for award and supporting the request for final § 112 approval, b) modifying the proposed award recommendation in part and supporting a request for final § 112 approval as modified; or c) withdrawing the original award recommendation.

1.30.9 **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.

1.31 **Contract Execution**

Awards are not final and the resultant Contract is not considered executed and binding until approved by the New York State Office of the Attorney General (Attorney General) and the OSC. The OSC 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.

1.32 **Required Forms**

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

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Section 2 GENERAL OVERVIEW

2.1 Objectives

2.1.1 The objectives of this RFP include:

-Obtaining competitively offered Contractor services to perform Centralized Operations in support of the administration of the New York State Child Support Enforcement Program.

-Establishing a new Operations Facility and Customer Service Center (if separately located), complete with new state-of-the-art equipment, software, and other features to adequately perform the Centralized Operations.

-Maintaining a level of acceptable services throughout the Contract Term to local social services districts, child support custodial and noncustodial parents, and other stakeholders.

-Enhancing the child support program by implementing certain operating changes and improvements as requested by the OTDA.

-Supporting eventual Turnover of the Centralized Operations functions to the OTDA or a successor contractor at the end of the Contract Term.

2.1.2 As used in this RFP, "Centralized Operations" includes the following operations as more fully described in Sections 2, 4, and 5 of this RFP:

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

Note: Turnover and Transition are <u>not</u> deemed Centralized Operations for purposes of the Agreement.

2.2 History of the New York State Child Support Enforcement Program

2.2.1 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 contribute toward the support of their children. The program is committed to enforcement of support obligations both for children in families receiving public benefits such as Temporary Assistance to Needy Families (TANF), which provides relief to taxpayers by reducing program costs, and also to children in families not receiving such benefits, regardless of family income level, thus aiding such families in avoiding future dependence on public assistance. Child support collected on behalf of families receiving public assistance is shared by the custodial parent, Federal, and local governments to reimburse those governments for public assistance payments made to the family. Child support collected for other families is distributed directly to these families to help them remain self-sufficient.

In New York State, the Office of Temporary and Disability Assistance is the single State agency, which, through its Division of Child Support 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 fifty-eight (58) local social services districts (sometimes referred to herein as “local districts”). Each such district has a Child Support Enforcement Unit (CSEU) responsible for locating absent parents, establishing paternity, obtaining support orders, and enforcing and collecting support obligations. The district’s Support Collection Unit (SCU), usually a sub-division of the CSEU, is responsible for the collection, accounting, enforcement, and disbursement functions for child support collections. Title IV-D and its implementing regulations; Sections 111-a through 111-z of the New York State Social Services Law; and the OTDA regulations at 18 NYCRR 346 and 347, govern operation of the New York State child support program.

Fifty-eight (58) SCUs in New York State and Non-IV-D Services Unit use the same child support computer system to manage their child support enforcement caseload. When a court order of support is issued for a child support case, the SCU creates an "account" as part of the child support system record for that case. Information recorded on the account includes the frequency and amount of the obligation, the effective date of that order, and the amount, if any, of court established arrears. Payments remitted to the SCU are credited to the appropriate child support account. On a daily basis, each account is reviewed automatically by the system to determine if a disbursement is required. Payments to custodial parents and to other child support agencies are collected by the SCU or by a centralized child support payment processing center (the State Disbursement Unit [SDU]) on their behalf and are prepared and either mailed or electronically transferred 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 supported centrally through the child support system. These include identification of delinquent accounts, creation of a noncustodial parent billing statement file, the initiation of automated enforcement mechanisms (tax refund offset, income withholding, 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. The child support system 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 454B of the Social Security Act requires that state child support agencies must operate a centralized SDU for collection and disbursement of payments on all child support orders enforced by the child support agency and payments on all orders issued after December 31, 1993 for which income is subject to withholding. Further, those regulators require that the SDU must be directly operated by the State agency or by a Contractor directly responsible to the State agency. The SDU must use automated procedures, electronic processes, and computer driven technology to the maximum extent feasible, efficient, and economical.

2.3 Description of Current Centralized Support Collection and Enforcement Operations

2.3.1 New York State created a central collection and disbursement operation beginning January 1, 1993, and those operations are currently being performed by Xerox State and Local Solutions, Inc. under contract with the OTDA. The Operating Facility, known as the "New York State Child Support Processing Center," meets or exceeds federal requirements for an SDU.

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. The Centralized Operations include the disbursement of support payments by paper check, direct deposit, debit card, and electronic funds transfer (EFT). New York State has included in its Centralized Operations some enforcement operations to support local CSEU practices and procedures relating to the location of noncustodial parents, establishment of paternity, establishment and enforcement of support obligations, processing of Non-IV-D Services support payments from wage withholding, and providing information to noncustodial and custodial parents, income providers, and other stakeholders. This includes a statewide full service call center for custodial parents, noncustodial parents, employers, financial institutions, other state child support agencies, and the public, in general. 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 Sections 4 and 5 of this RFP. None of the existing hardware, software, equipment, etc. will be available to the successful Offeror. As noted in Section 2.1.1 of this RFP, an entirely new Operations Facility will have to be proposed by the Offeror.

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

2.4.1 Centralized Operations outlined in this RFP may be performed by Subcontractors. However, the Contractor will be solely responsible for the successful completion of all RFP requirements. All CSEU functions currently performed by the fifty-eight (58) local districts will continue to be performed by those CSEUs, including:

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

-Initiating and/or completing judicial enforcement actions.

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

-Maintaining case files.

-Performing bank reconciliation.

-Extracting daily reports from the child support system.

2.5 **Supplies**

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

2.6 **Child Support Records**

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

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

2.7.1 **Technical and Financial Proposal Response** - State-of-the-art equipment and software have been a major contributor for maintaining highly effective and efficient Centralized Operations over the last twenty-two (22) 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 Bid Proposals must present processes that employ state-of-the-art equipment and software in support of Centralized Operations requirements specified in this RFP.

2.7.2 **Offeror Suggestions** – The OTDA encourages Offerors to propose ideas, which may lead to 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) in accordance with the Contract. A full description of the procedure to submit Offeror Suggestions as a separate part of a Bid Proposal, is contained in Section 2.12 of this RFP. Offeror Suggestions will not be evaluated and scored during the evaluation process, and may be accepted in whole or in part at OTDA's discretion if the Offeror is awarded the Contract.

2.8 **Major Contract Phases**

2.8.1 The Contractor has responsibility for completing three (3) major phases, which are listed below and further described in Sections 2.9 through 2.11, and Sections 4 and 5 of this RFP.

-Transition
-Centralized Operations
-Turnover

Reference to the three (3) major phases will be made throughout this RFP.

2.9 **Transition Phase**

2.9.1 **Approach**

2.9.1.1 This phase encompasses the tasks in the Transition Plan to enable the Contractor to begin performing the Centralized Operations detailed in Sections 4 and 5.

2.9.2 **Objectives**

2.9.2.1 The objectives of Transition are as follows:

2.9.2.1.1 Provide for an orderly and controlled transition to a new Operations Center and Customer Service Center (if a separate facility) that meet all RFP requirements without interruption of payments or services to local districts, noncustodial and custodial parents, income providers, the OTDA, and other stakeholders.

2.9.2.1.2 Implement and complete the Transition Plan and maintain the level of effectiveness required by the performance standards.

2.9.3 **Contractor Responsibilities During Transition**

2.9.3.1 Timeframe - The Contractor is required to begin the Transition Period on the Contract Approval Date.

2.9.3.2 Transition Plan - The Contractor shall submit a detailed Transition Plan in its Bid Proposal which shall include:

- Planned Transition activities;
- Transition staffing level plan and training plan;
- Transition schedule of events, activities, milestones, timetables, tasks, deliverables, and acceptance testing plans; and
- Any other information relevant to Transition whether or not addressed in this RFP.

2.9.3.3 Operations Facility and Customer Service Center – The Contractor will be responsible for any and all facility costs for space deemed necessary for performing the Services. The Contractor must establish an Operations Facility within a thirty-five (35) mile radius of Albany, NY, for the purpose of performing Centralized Operations, with exception of, at its option, the Customer Service Center, which may be located separate and apart from the Operations Facility, within the geographical boundaries of New York State. Both the Operations Facility and the Customer Services Center (if separate) must be located in a stand-alone facility where the only work performed is the Centralized Operations and have an immediate power source back-up in the event that the primary power source is interrupted for any period of time. The Contractor must provide a signed copy of a lease binder for the new Operations Facility and the Customer Service Center, if not located within the Operations Facility. The lease binders must include such items as the location of the property, the size of the facility, and the duration of the lease. To meet this requirement, an Offeror may submit a signed and dated letter on business letterhead from the landlord stating that the space is available along with the following information: period of availability, location, square footage, and cost.

The existing Contractor is leasing about 40,000 square feet of space to operate both the Centralized Operations facility and the Customer Service Center at the same location. The Contractor shall be responsible for all modifications to the Operations Center (including modifications required to accommodate child support system 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 Operations Center and Customer Service Center (if separately located) must be accessible in accordance with Section 3.3.6 of this RFP.

The proposed Operations Center and Customer Service Center (if separately located) must be adequate for performance of the Centralized Operations, including but not limited to having adequate space, being in a suitable location, having access to public transportation, having an employable population within a reasonable distance, and containing sufficient employee amenities. The OTDA reserves the right to reject an Offeror's proposed Operation Center and/or Customer Service Center (if separately located).

2.9.3.4 Centralized Operations Standards - The Centralized Operations must be operated:

-with dedicated staff including Key Staff, and
-in a manner that fulfills all security requirements set forth in this RFP and the Contract, and
-in accordance with the milestones, deliverables, and performance standards referenced in this RFP and as set forth in the Contract.

2.9.3.5 Equipment and Software – The Contractor is required to install new equipment and software necessary to perform the Centralized Operations. 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.

2.9.3.6 Operating Procedures - The Contractor will design and develop detailed written operating procedures and will complete necessary administrative coordination and planning for each of the Centralized Operations, to ensure they are performed in accordance with Centralized Operations tasks, as described in Section 4 of this RFP, the performance standards as set forth in Sections 5 and 6 of this RFP and all other Contract and reporting requirements.

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

2.9.3.7 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 current Contractor, all records and supporting documentation for the required record retention period as directed by the OTDA (see Section 3.3.6.3 of this RFP). The format and the software specifications for retrieval of documentation are in the Appendix H Reference Library. Offerors must provide the equipment and software to meet the retrieval requirements of the RFP. The types of documents that are required to be retained are identified within the various sections of this RFP. The OTDA will arrange for the transfer of documents to the Contractor. The Contractor will not be responsible for shipping costs.

2.9.3.8 Personnel Functions - The Contractor is expected to ensure that sufficient experienced and trained personnel are available to complete tasks without interruption of the Services. The personnel function is to be established and all hiring necessary for successful execution of Centralized Operations is to be completed during the Transition Period.

2.9.3.9 Training - The Contractor will be responsible for training staff to perform the Centralized Operations. To take advantage of the OTDA's training on use of the child support system and applications, the Contractor must commit personnel to formal and on-the-job training in accordance with the Transition Plan. The Contractor shall be responsible for the training of non-management personnel on the use of the child support system.

2.9.3.10 Disaster Recovery Plan - The Disaster Recovery Plan shall be submitted as part of the Bid Proposal and must be developed into a fully functional and documented arrangement during the Transition Period. Equipment backup must be tested for compatibility and capacity, with any identified shortcomings corrected. Any backup facility must be able to satisfactorily accommodate Centralized Operations for a minimum of ninety (90) days. The Disaster Recovery Plan must be approved by OTDA prior to the First Day of Operation.

2.9.3.11 Backup Facilities - The Contractor must designate Centralized Operations backup facilities, which must be capable of operating within forty-eight (48) hours of a disaster and must be able to provide Services in the interim period such that 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. 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 disaster recovery 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 in Section 3.3.6.2 of this RFP.
-Meets or exceeds all security requirements of this RFP.

The OTDA reserves the right to reject all or a portion of the Offeror's Disaster Recovery Plan including the proposed back-up facilities based upon the inability to meet reasonable industry standards. Once the Disaster Recovery Plan and back up facility is approved by the OTDA, the OTDA will not reject the backup facility during the course of the Contract. The Contractor is required to maintain the backup facility throughout the term of the Contract.

2.9.3.11.1 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.

2.9.4 **OTDA Responsibilities During Transition**

2.9.4.1 Training - The OTDA will provide the Contractor's management and supervisory personnel with training on the use of the child support system equipment and its use for the data capture of information, performing search functions to identify noncustodial parent account numbers for payment processing, and proration procedures to credit payments for noncustodial parents with multiple active child support system accounts.

2.9.4.2 Child Support System Equipment - The OTDA will provide the Contractor with sufficient access to the child support system and equipment, at no additional cost, in order to perform Centralized Operations.

2.9.4.3 Data Files - The OTDA will make available test data files for the Contractor's use in testing the performance of the Centralized Operations. The test data files are necessary to facilitate Transition. These data files, identified in Appendix F of this RFP, will be made available to the Contractor at no additional cost.

2.9.5 **Existing Contractor Responsibilities During Transition Phase**

The OTDA's current contractor is expected to provide the following to the Contractor during the Transition Period:

2.9.5.1 Facility Access - Access to the current Centralized Operations facility in accord with Section 3.3.6 of this RFP.

2.9.5.2 Records – Records required to be retained as source documents (e.g., payment processing, new hire notifications, images, and hard copies of source documentation).

2.9.5.3 Resources - Operational resources for training and testing, scheduled outside normal working hours.

2.9.5.3.1 Three (3) month supply of check, notice, and envelope stock inventory.

2.9.5.4 Cooperation - Cooperation with the Contractor and the OTDA in performing Transition.

2.9.5.5 Staffing - The existing contractor's responsibilities during the Transition task will include:

2.9.5.5.1 Encouraging experienced staff to become employees of the Contractor, thereby enhancing the continuity of Centralized Operations.

2.9.5.5.2 Arranging for the transfer of employee records from the current contractor to the Contractor where allowed by governing laws or employee consent.

2.9.5.5.3 Providing access to employees for employment interviews.

2.9.5.6 Inventory/Supplies - Routine inventory management of supplies will be required of the existing contractor to avoid critical shortages in the immediate post-takeover period.

2.9.5.7 OTDA Equipment – The existing Contractor shall successfully, and in a timely manner, complete the transfer of State equipment to the OTDA.

2.9.6 **Milestones/Deliverables During Transition**

2.9.6.1 Transition Plan - The Contractor shall submit a detailed Transition Plan in its Bid Proposal showing activities and staffing levels during the Transition period. This plan must include a method for ensuring the complete review and acceptance testing for each of the Centralized Operations. A final Transition Plan shall be provided to the OTDA for approval within thirty (30) days of the Contract Approval Date.

2.9.6.2 User Acceptance Test Results - The Contractor shall provide the OTDA with the results of the completed acceptance test of each Centralized Operation. Review and acceptance of a procedure must conform to the method developed as part of the Transition Plan.

2.9.6.3 Progress Reports - Weekly progress reports to the OTDA shall be required beginning two (2) weeks after the Contract Approval Date. These reports must include significant events, progress on procedures development, staffing levels, problems or backlogs encountered, planned activities for the next four (4) reporting periods, meetings held, and other information deemed necessary by the OTDA or the Contractor. The Contractor is required to meet weekly with the OTDA staff to discuss issues raised by the Contractor in weekly reports as well as concerns of the OTDA staff.

2.9.6.4 Final Disaster Recovery Plan - A final Disaster Recovery 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 thirty (30) days prior to the commencement of the First Day of Operation.

2.9.6.5 Operations Staff in Place - The Contractor shall complete the selection of the operations staff thirty days (30) prior to the First Day of Operation..

2.10 **Overview of Centralized Operations**

The following is a brief summary of certain Centralized Operations to be performed by the Contractor during the Centralized Operations phase of the Contract as well as certain operational guidelines. Sections 4 and 5 of this RFP set forth a detailed description of each Centralized Operation.

Note: Sections 4 and 5 of this RFP set forth the work, tasks, and functional requirements to be performed for each Centralized Operation (Scope of Work). Section 5 also establishes certain performance standards associated with each Centralized Operation. When preparing Bid Proposals, Offerors responses shall address how they will perform the Scope of Work set forth in both Sections 4 and Section 5 of this RFP.

2.10.1 **Expectation**

2.10.1.1 The Contractor during the Transition Period must become familiar with all aspects of the Centralized Operations, such that the Contractor begins performing Centralized Operations upon completion of the Transition Period without interruption to Services. It is expected that the Contractor will improve upon operating efficiency, implement all deliverables and requirements as outlined in Sections 2, 4, and 5, and meet or exceed performance standards included in Sections 5 and 6 of this RFP within the timeframes required herein.

2.10.2 **General Division of Responsibilities**

2.10.2.1 The Contractor is primarily responsible for the performance of the Centralized Operations. The OTDA is responsible for providing source information, such as data files and addresses, as well as allowing the Contractor to use connection and access equipment to the child support system. A detailed description of the Centralized Operations is contained in Sections 4 and 5 of this RFP.

2.10.2.1.1 Payment Processing - The Contractor must process a large volume of payments (10 million transactions for calendar year 2013) in an effective and efficient manner while adhering to generally accepted accounting principles, State and Federal laws and regulations, and the OTDA policy. The Contractor must transmit payment information in a format and manner compatible with the child support system for the purpose of automatic application of payments to individual accounts, for New York City, the remaining fifty-seven (57) local district CSEUs and Non-IV-D Services obligees. The Contractor must provide for image based deposits into the New York State Child Support Processing Center bank account and wire transfer funds to the respective local district bank account. The Contractor must accept payments from noncustodial parents, income providers, and financial institutions, and accept the required payment information in various formats.

2.10.2.1.2 Disbursement Processing - The Contractor must manage a large volume of disbursements (10.2 million disbursements for calendar year 2013) using child support system disbursement information; print and mail checks, support direct deposit, debit card, and electronic funds transfer (EFT) functions in accordance with performance standards; and must provide records and reports necessary to maintain complete and

2.10.2.1.3 Notices - The Contractor must print and mail notices (8.7 million notices for calendar year 2013) regarding various child support program matters.

2.10.2.1.4 New Hire Notification Processing - The Contractor must process a large volume of notifications (2.6 million notifications in calendar year 2013) in an efficient and effective manner while adhering to State and Federal laws and regulations, and the OTDA policy. The Contractor must transmit new hire information in the format and manner required by the OTDA for the purpose of automatic updating of noncustodial parent's child support employer records. The Contractor must accept new hire notifications in various formats.

2.10.2.1.5 Data Capture Services – In addition to the data capture for payment processing, new hire notification, and putative father registry data, the Contractor must capture additional data from sources such as income withholding orders, wage health benefit reports, medical executions, employer compliance notices, support withholding reminders, and noncustodial parent address data, to support the various administrative activities of the child support program (12 million documents in calendar year 2013). The Contractor must create and transmit data file(s) to OTDA for updating of child support system records, or if required by OTDA, complete on-line data entry for updating the child support system. The Contractor must capture data in an efficient and effective manner while adhering to the performance standards.

2.10.2.1.6 Putative Father Registry – The Contractor must capture data pertaining to the acknowledgement of paternity (87,000 acknowledgements in calendar year 2013) in an efficient and effective manner while adhering to performance standards.

2.10.2.1.7 Interactive Voice Response System - The Contractor must maintain an Interactive Voice Response System (IVR System) that responds, in English and Spanish, and any other languages requested by the OTDA, to a large volume of calls (3.7 million calls in calendar year 2013), 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 IVR System must be able to support the Customer Service Operations noted in Sections 4.8 and 5.8 of this RFP.

2.10.2.1.8 Customer Service – The Contractor must provide staff, based on volume (1.4 million calls in calendar year 2013), that will provide account information, via telephone, email, and correspondence, to out-of-state child support agencies, and custodial and noncustodial parents (both within and outside the State and outside the United States). The information may include current case status, information or documentation needed to support the next action to be taken on their cases, and gathering/inputting information from these clients such as missing noncustodial and custodial parent's Social Security numbers, noncustodial parent employer information, location information of noncustodial parent, and health insurance benefits available from existing noncustodial parent's policy. The Contractor shall provide information on services available for obtaining child support and instructions for applying for those services.

Staff will also respond to income provider inquiries seeking clarification of the impact of the child support program as it relates to income providers and their employees. This service must be available in English and Spanish, and translated in any other languages requested by the OTDA, and available for those parties with disabilities (TTY/TD and Video Relay). In addition, at the OTDA's direction, the Contractor shall implement procedures to utilize interpretation services provided by a vendor under subcontract and subject to pre-approval by the OTDA. The Contractor must also provide for the distribution of material requested by callers.

NYS OTDA continually seeks to improve the quality and efficiency of programs and reduce costs by encouraging Contractors to utilize processes that employ state-of-the-art equipment, software and technologies in support of Centralized Operations requirements.

Integral to the successful operation of NYS Centralized Support Collection and Enforcement is the ability to obtain and provide essential child support system data in a timely and accurate manner to facilitate the collection and disbursement of child support payments to program recipients. Currently, required data is obtained and provided almost exclusively via telephone, correspondence and email from stakeholders.

In an effort to increase the efficiency of overall operations with the goal of reducing costs, the OTDA may seek to pursue an amendment with the Contractor to expand Customer Service Operations under the Contract resulting from this RFP to include increasing the functionality of the existing Child Support Program's website to electronically capture required child support data from custodial and noncustodial parents, financial institutions and income providers and distribute key information to these parties and the general public consistent with State and federal laws, regulations, and policies.

State discussions regarding this expansion are ongoing and the specifics of the scope of work are not available at this time so Offerors should not interpret this provision as a guarantee of work under the resulting Agreement. Should OTDA decide to pursue further development of the https://www.childsupport.ny.gov website, payment and terms will be subject to the Change Control Process specified in the resulting Contract.

2.10.2.1.9 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.

2.10.2.1.10 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 SCU their respective share of all centralized support collection and enforcement contract costs, fixed and reimbursable.

2.10.2.1.11 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 district CSEUs and will be used to monitor Contractor performance. 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.

2.10.2.1.12 Security and Confidentiality - The Contractor must maintain the confidentiality of noncustodial and custodial parent information through secured facilities, systems security controls, software, and documentation of access and use. The Contractor must maintain a secured area for processing and customer service, and allowing access to the VRS consistent with normal business practice and to the satisfaction of the OTDA. To the extent that the Contractor may have access to Federal Tax or Federal Parent Locator Service Information, the Contractor will be required to meet the applicable systems security requirements. In addition, the New Hire Notification Processing requires stringent adherence to specific Security and Confidentiality requirements. The security and confidentiality requirements are detailed in Sections 3.5.8, 3.5.9, and 3.5.10 of this RFP.

2.10.2.1.13 Access - The Contractor must provide access for the OTDA and, upon the OTDA authorization, other State and Federal representatives and designees to personnel, operating system, procedures, programs, documentation, and software packages, facilities, and equipment used in support of Centralized Operations. The Contractor must provide access and support tours of the Operations Facility as directed by the OTDA. Any requests for tours or site visits received by the Contractor must be referred to the OTDA for prior approval. The Contractor shall not initiate any tour without the OTDA prior written approval. The OTDA must be notified in advance of any Contractor staff visiting the Operational Facility, other than facility employees. All visitors must sign a visitor's log, and wear a visitor's badge during their entire visit. The OTDA reserves the right to limit visitor access during normal operating hours.

2.10.2.1.14 OTDA Space and Equipment - The Contractor must maintain and provide adequate space at its Operations Facility for seven (7) on-site OTDA staff to be available to coordinate responses to local district collection and enforcement inquiries, as well as additional space for two (2) State or Federal staff for the purpose of performing monitoring or auditing functions. The Contractor will provide the OTDA's Contract Monitoring Unit with the following equipment:

- facsimile machine with memory;
- 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 networked laser color printer with connectivity to support seven (7) personal computers and various application software with photocopy, fax and scan capability. The Contractor is responsible for establishing the connection from the processors to the individual computers requiring access to the child support system. The OTDA will provide and maintain the telecommunications line between the Operations Facility and the OTDA's mainframe link to the child support system;
- maintenance agreement for repair or maintenance of the equipment listed above to cover the Contract Term;
- seven (7) telephones with seven (7) separate lines configured to the OTDA specifications; and
- desks, chairs, bookshelves, and cabinets.

2.10.2.2 Contractor Audit Program - The Contractor must provide its own internal audit and quality assurance function to ensure the integrity of the Centralized Operations. The Contractor must provide monthly reports of the audits performed along with the results of the audits.

2.10.2.3 Audit Requirements - Audit staff from the OTDA, the OSC, and the Department of Health and Human Services, Office of Child Support Enforcement (HHS/OCSE), and the Department of Taxation and Finance (DTF) are among those 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 tasks. The audits include, but are not limited to, the following:

2.10.2.3.1 Reviewing the Contractor's Centralized Operations, organization, policies, procedures and practices, effectiveness of control, operating efficiency, facility and software security, and backup procedures.

2.10.2.3.2 Auditing transactions to determine that all regulations and performance measures have been satisfied, that transactions have been processed correctly, and that any system or other changes have been properly implemented. There must be sufficient audit trails to enable the audit staff to trace any transaction from the point the payment is delivered by the United States Postal Service (USPS) through its disbursement, the receipt of data files to mailing of notices, or the data capture of information. This system must have and maintain the capability to implement findings in accordance with an audit.

2.10.2.3.3 Analyzing transactions to determine the cause of errors, which have been brought to the State's attention by, but not limited to, the local districts, the Office of Children and Family Services (OCFS), and the DTF.

2.10.2.3.4 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.

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

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

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

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

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

2.10.2.4.1.1 All software and operating manuals.

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

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

2.10.2.5.1 All application programs and libraries.

2.10.2.5.2 All systems programs and libraries.

2.10.2.5.3 The operating system, including job accounting/software.

2.10.2.5.4 Computer time.

2.10.2.6 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.

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

2.10.2.8 OTDA Rights in Purchase or Lease of Equipment and Facilities - Any lease or purchase agreement for equipment or facilities to be used in performance of the Centralized Operations shall permit the OTDA or its designee to replace the Contractor as purchaser or lessee upon notice to the owner or lessor, on the same terms and conditions, without any additional cost or penalty.

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

2.10.3 **Internal Controls** - The Contractor must develop as part of its operating policy and procedures sufficient internal controls regarding separation of functions and funds accountability.

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

2.10.5 **Banking Services** - The OTDA will coordinate banking services for the fifty-eight (58) local district SCUs, the Non-IV-D Services Unit, and the New York State Child Support Processing Center bank accounts under a separate contract rather than requiring the Contractor to obtain a subcontract with a banking partner. The 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. Any process included as part of an Offeror's response which has a direct interface with the banking industry, must comply with protocols established by the National Automated Clearing House Association (NACHA), New York State Banking Department, and the OSC.

2.10.6 **Telephone Services for Interactive Voice Response System and Customer Service** – The OTDA will coordinate telephone line installation and service and will be responsible for monthly line and usage charges under a separate existing contract with Verizon Business Network Services or any successor vendor for the T-1 lines for the IVR System, Customer Service, and IVR System functions. The Contractor will be responsible for all other telephone service needs to support the Centralized Operations.

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

2.10.7.1 Determining equipment and software needs to ensure Centralized Operations are adequately performed.

2.10.7.2 Conforming to manufacturer's maintenance schedule to ensure maximum useful life.

2.10.7.3 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.

2.10.8 **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 Sections 4, 5, and 6 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 shall apply. Should the Contractor not meet the key performance standards set forth in Sections 4, 5, and 6 of this RFP, liquidated damages will apply as specified therein. In those cases where noncompliance with performance standards by the Contractor is the cause for the loss of Federal funding, the OTDA shall determine the proportion of loss of such funding for which the Contractor is responsible, and the Contractor shall then be liable to the OTDA for the corresponding amount.

2.11 **Turnover Phase**

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

2.11.1.1 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, the OTDA, parents, or other stakeholders.

2.11.1.2 Maintain the level of effectiveness required by the performance standards throughout the Contract Term.

2.11.2 **Summary Statement of Work**

2.11.2.1 The Contractor must turn over the complete Centralized Operations to the OTDA, or at the OTDA's option, a successor contractor.

2.11.2.2 The Contractor shall turnover Centralized Operations equipment and software to the OTDA, or at the OTDA's option, the successor contractor, at no cost.

2.11.2.3 The OTDA seeks a low risk Turnover, which has no adverse effect on the local districts, the OTDA, parents, or other stakeholders.

2.11.2.4 Experienced Centralized Operations personnel are vital to a smooth Turnover, and the Contractor must encourage employees to seek employment with any successor contractor.

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

2.11.3.1 Plans - As part of the planning process for re-procurement, a detailed Turnover Plan must be delivered to the OTDA fifteen (15) months prior to the end of the Contract Term. The plan must include specific actions to be taken or milestones to be achieved by the Contractor and the timeframe for those actions. A copy of the current Turnover Plan without attachments is included in the Appendix H Reference Library. This plan must include the following, notwithstanding the fact that some of the data is available through the interpretation of existing reports:

2.11.3.1.1 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.

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

2.11.3.1.3 Detailed statistics on operating volumes.

2.11.3.1.4 Projected annual budgetary expenses for each functional group within the operation, (e.g., each separate operation, accounting, and management, costs by functional area, supply lists, and consumption history).

2.11.3.1.5 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.

2.11.3.1.6 Detail listing and individual copies of all agreements, subcontracts and leases, including, but not limited to, the Operations Center and Customer Service Center (if separately located) lease, equipment leases, rental agreements, and maintenance agreements.

2.11.3.1.7 Operations Center and Customer Service Center (if separate) layout.

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

2.11.3.1.9 Training course outlines and materials.

2.11.3.1.10 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 Transition to the successor contractor, including information for the OTDA preparation of an RFP for the subsequent contract.

2.11.3.1.11 The Turnover Plan shall be delivered to the OTDA in hard copy. In addition, the Contractor shall deliver to the OTDA one additional copy in an electronic/digital medium acceptable to the OTDA.

2.11.3.1.12 Updates and modifications to the Turnover Plan may be required upon selection of the successor contractor upon written request by the OTDA, within the timeframe(s) indicated by the OTDA.

2.11.3.2 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.

2.11.3.3 Resources - The Contractor is required to make available:

2.11.3.3.1 Operational resources during Turnover for training, and testing scheduled outside normal working hours.

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

2.11.3.3.3 Space, desks, reasonable office support (copiers, etc.) provided for Turnover staff of the successor contractor and/or the OTDA.

2.11.3.3.4 Three (3) month supply of check stock and notice stock inventory.

2.11.3.4 Equipment, Software, and Data Files - The Contractor shall turnover 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 the OTDA during Turnover. The Contractor shall similarly transfer to the OTDA data files, application programs, and documentation. A listing of the Fixed Assets and software is available in the Appendix H Reference Library.

2.11.3.5 Cooperation - The Contractor shall manage and support Turnover activities and fully cooperate with the OTDA and the successor contractor towards achieving a successful Turnover of Centralized Operations. Liquidated Damages shall apply in the event Contractor causes or contributes to Turnover delays, fails to submit the required Turnover Plan pursuant to Section 2.11.3.1, or fails to timely meet the actions or milestones required in the approved Plan.

2.11.3.6 Staffing - The Contractor's responsibilities during Turnover will include:

2.11.3.6.1 Maintaining constant staffing during the Turnover Period by encouraging and/or providing incentives to staff to remain.

2.11.3.6.2 Encouraging experienced staff to become employees of the successor contractor, thereby enhancing the continuity of Centralized Operations.

2.11.3.6.3 Arranging for the transfer of employee records to the new employer where appropriate.

2.11.3.6.4 Providing access to Contractor employees for the successor contractor to conduct employee interviews.

2.11.3.7 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.

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

2.11.3.9 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 the OTDA review and determination that all milestones and deliverables relating to Turnover have been properly achieved or furnished. Contractor compensation for Turnover activities is described in Section 3.2.3 of this RFP.

2.11.4 **OTDA Responsibilities -** The OTDA will:

2.11.4.1 Oversee transfer of all equipment and software, lease rights, Fixed Assets, and supplies or inventory from the Contractor to the OTDA.

2.11.4.2 Commit personnel for Turnover activities as deemed appropriate by the OTDA.

2.11.5 **Milestones/Deliverables -** To satisfactorily perform Turnover tasks, the following milestones and deliverables, among others, are required:

2.11.5.1 The Contractor shall deliver the Turnover Plan and any modifications thereto as required by the OTDA within the time period(s) indicated by the OTDA. The OTDA shall approve the Turnover Plan and any modifications thereto.

2.11.5.2 The Contractor must transfer equipment, software, and documentation, or the right to use the same to perform the Centralized Operations in accordance with the Turnover Plan

2.12 **Offeror Suggestions (Optional)**

2.12.1 The OTDA encourages Offerors to develop and propose ideas and solutions that will lead to cost and operational efficiencies, and productivity improvements separately from its Technical and Financial response to this RFP ("Suggestions," i.e., increased functionality of the NYS Child Support Program website) based on the Offerors' understanding of the New York State Child Support Enforcement Program, the child support system limits, and the constraints and performance standards articulated in this RFP.

2.12.2 Offerors may submit Suggestions by providing:

2.12.2.1 A brief narrative that explains a Suggestion including its benefits and disadvantages on Centralized Operations, such as the impact on equipment, software, and processes.

2.12.2.2 A statement of any and all design, development, and implementation costs and any increases or decreases on operation costs.

2.12.2.3 A description of the impact of a Suggestion on local districts, clients or any other affected party and an estimate of the annual savings related thereto.

2.12.3 A Suggestion may be accepted or rejected by the OTDA, in its sole discretion, in whole or in part. **Offerors must not make their Technical or Financial Proposal contingent upon the acceptance of any Suggestion.**

2.12.4 The State reserves the right to use any Offeror Suggestion, including those submitted

by unsuccessful Offerors. The State will not reimburse an unsuccessful Offeror for a Suggestion which the State may decide to implement.

2.12.5 **Offeror Suggestions will <u>not</u> be considered when evaluating Bid Proposals. Accordingly, evaluation points will <u>not</u> be assigned to Suggestions.**

2.13 **Enhancements**

The OTDA has the option to require the Contractor to implement either of the following enhancements during the Contract Term:

The Early Intervention Enhancement: This enhancement is intended to provide custodial, noncustodial, and other stakeholders with notice of upcoming events (e.g., payment due dates, court appearances) and other information as described in Section 4.10 of this RFP.

The Location Enhancement: This enhancement is intended to locate certain information about custodial and noncustodial parents (e.g., place of residence and employment) as described in Section 4.11 of this RFP.

Although both the Early Intervention Enhancement and Location Enhancement (together referred to as "the Enhancements") are optional, Bidders must submit the response described in Appendix B for each. Because the complete scope of work for the Enhancements may not be known at the time this RFP is issued, the OTDA recognizes that the prices submitted could be subject to change pursuant to the Change Control process described in the Agreement.

Since the Enhancements are optional, and may not be implemented by the OTDA, the Enhancements will <u>not</u> be considered when evaluating Bid Proposals and evaluation points will not be assigned to the Enhancements.

The following provides an overview of the Enhancements.

2.13.1 **<u>Early Intervention Enhancement</u>**

2.13.1.1 <u>Objectives</u>

2.13.1.1.1 Provide a description of those tasks to include, at a minimum, those described in Section 4.10 of this RFP.

2.13.1.1.2 Minimize the risk associated with implementing the Early Intervention Enhancement.

2.13.1.1.3 Obtain competitively offered Contractor services for the Early Intervention Enhancement.

2.13.1.2 <u>Notice</u>

2.13.1.2.1 The OTDA, in its sole discretion, may request the Early Intervention Enhancement during the Contract Term. If the OTDA exercises the option to implement the Early Intervention Enhancement, it shall become part of the Centralized Operations. The Offeror must provide the additional resources (staff, facilities, equipment, etc.) for the implementation of this enhancement.

2.13.1.2.2 The actual schedule for implementation has not been established for the Early Intervention Enhancement, as this is an optional task that may be implemented at the discretion of the OTDA at any time during the Contract Term.

2.13.1.3 Contractor Responsibilities

Upon receipt of a notice from the OTDA to implement the Early Intervention Enhancement:

2.13.1.3.1 Planning - The Contractor shall develop a detailed work plan, which incorporates the milestones, deliverables, and reflects the implementation schedule for the Early Intervention Enhancement specified in Section 4.10 of this RFP.

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

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

2.13.1.3.2.2 Interfaces needed to support this enhancement with the VRS or call center systems.

2.13.1.3.2.3 An electronic solution to support and provide child support Early Intervention activities.

2.13.1.3.3 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 necessary to implement this 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.

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

2.13.1.4 Contractor Compensation

2.13.1.4.1 Upon acceptance and implementation of the Early Intervention Enhancement, the Contractor will be entitled to compensation, which compensation shall consist of:

2.13.1.4.2 A lump sum payment for implementation covering all planning, development and implementation efforts, per Contractor submitted Appendix C, Form CS-3A and any applicable changes made pursuant to the Change Control process,

2.13.1.4.3 A fixed monthly payment per call volume as noted in accordance with the cost matrix in Contractor submitted Appendix C, Form CS-3B and any applicable changes made pursuant to the Change Control Process; and

2.13.1.4.4 A lump sum payment for turnover activities, in accordance with Contractor submitted Appendix C, Form CS-3C and any applicable changes made pursuant to the Change Control process.

2.13.1.5 OTDA Responsibilities - The OTDA shall be responsible for:

2.13.1.5.1 Defining the functional requirements for the enhancement.

2.13.1.5.2 Determining the implementation date for the enhancement.

2.13.1.5.3 Providing for the installation and maintenance of telephone lines to support the

operation of the Early Intervention tasks.

2.13.1.5.4 Providing data where applicable.

2.13.1.5.5 Receiving data where applicable.

2.13.1.6 Enhancement Functions

2.13.1.6.1 A detailed description of this enhancement including milestones, deliverables, and key dates is outlined in Section 4.10 of this RFP. The basic components of the Early Intervention Enhancement include:

2.13.1.6.1.1 The service must be available in English and Spanish, and translated in any other languages requested by the OTDA.

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

2.13.1.6.1.3 Email – An electronic mail message sent to a single computer system.

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

2.13.1.6.1.5 Text Messaging – A text message sent to a mobile device.

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

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

2.13.1.6.1.8 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.

2.13.1.6.1.9 Inbound messages responding to outbound messaging.

2.13.2 **Location Enhancement**

2.13.2.1 Objectives

2.13.2.1.1 Provide a description of tasks to include, at a minimum, those described in Section 4.11 of this RFP.

2.13.2.1.2 Minimize the risk associated with implementing the Location Enhancement.

2.13.2.1.3 Obtain competitively offered services for the Location Enhancement.

2.13.2.2 Notice

2.13.2.2.1 The OTDA, in its sole discretion, may request the Location Enhancement during the Contract Term. If the OTDA exercises the option to implement the Location Enhancement, it shall become part of the Centralized Operations. The Offeror must provide the additional resources (staff, facilities, equipment, etc.) for the implementation of this enhancement.

2.13.2.2.2 The actual schedule for implementation has not been established for the Location Enhancement, as this is an optional task that may be implemented at the discretion of

the OTDA at any time during the Contract Term. Offerors shall price their offers for the tasks as required by Appendix C of this RFP.

2.13.2.3 Contractor Responsibilities

Upon receipt of a notice from the OTDA to implement the Location Enhancement:

2.13.2.3.1 Planning - The Contractor shall develop a detailed work plan, which incorporates the milestones, deliverables, and reflects the implementation schedule for the Location Enhancement specified in Section 4.11 of this RFP.

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

2.13.2.3.2.1 Obtaining custodial and noncustodial parent location, income provider, and asset information from sources other than those provided to the child support system.

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

2.13.2.3.2.3 A data file or on-line process entry, at the OTDA's request, to provide the child support system with verified location, employment, and asset information.

2.13.2.3.3 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.

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

2.13.2.4 Contractor Compensation

2.13.2.4.1 Upon acceptance and implementation of the Location Enhancement, the Contractor will be entitled to compensation, which compensation shall consist of:

2.13.2.4.1.1 A lump sum payment for implementation covering all planning, development and implementation efforts, per the Contractor submitted Appendix C, Form CS-4A and any applicable changes made pursuant to the Change Control process,

2.13.2.4.1.2 A fixed monthly payment per call volume as noted in accordance with the cost matrix in the Contractor submitted Appendix C, Form CS-4B and any applicable changes made pursuant to the Change Control Process; and

2.13.2.4.1.3 A lump sum payment for Turnover activities, in accordance with the Contractor submitted Appendix C, Form CS-4C and any applicable changes made pursuant to the Change Control process.

2.13.2.5 OTDA Responsibilities - The OTDA shall be responsible for:

2.13.2.5.1 Defining the functional requirements for the enhancement.

2.13.2.5.2 Determining the implementation date for the enhancement.

2.13.2.5.3 Providing a hard copy, data file, or other digital format of custodial and noncustodial information.

2.13.2.5.4 Receiving verified location, employment, or asset information.

2.13.2.5.5 Referring inquiries to the Contractor where applicable.

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Section 3 CONTRACTUAL PROVISIONS

3.1 Contractor Responsibilities

3.1.1 Introduction

3.1.1.1 The purpose of Section 3 of this RFP is to set forth certain terms and provisions included in the Agreement between the successful Offeror and the OTDA. The Agreement may include other terms and provisions, or modified terms and provisions, provided that such modifications or additional terms do not materially change the requirements of this RFP.

3.1.2 General Duties of the Contractor

3.1.2.1 Contractor responsibilities include but are not limited to:

3.1.2.1.1 Perform and assume complete responsibility for the cost and timely accomplishment of all tasks, functions, activities, and duties required by this RFP and the Agreement, and carrying out the Services in a competent and timely manner.

3.1.2.1.2 Notifying 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 Key Staff at the Operations Facility and Customer Service Center on a full time basis, which staff shall be directly available to the OTDA staff. The Contractor shall maintain Key Staff as identified in the Bid Proposal unless granted specific written permission by the OTDA to change such staff, which permission shall not be unreasonably withheld, provided the replacement possesses equal or more favorable experience and qualifications. The OTDA shall be notified in writing and in advance of all reductions in staff below the levels required by the Agreement and such notice shall include the Contractor's plan to achieve the required staffing levels.

3.1.2.1.4 Maintain a level of cooperation with the OTDA necessary for the proper performance of Contract obligations.

3.1.2.1.5 Agree, except for the OTDA responsibilities and obligations set forth in this RFP and the Contract, that no aspect of Contractor performance under the Agreement will be contingent upon State personnel or the availability of State resources. Contractor actions specifically identified in the Agreement as requiring the OTDA approval or arising out of the normal cooperation with the OTDA shall be conditioned upon such approval and cooperation.

3.1.2.1.6 Immediately notify the OTDA of learning of any situation which can reasonably be expected to adversely affect any of the Centralized Operations and submit, in writing to the OTDA, within twenty-four (24) hours thereof, a description of the situation and include a recommendation for resolution. The obligation to notify the OTDA is triggered by obtaining information or facts regarding such a situation and the initial notice to the OTDA shall not be delayed while the Contractor investigates or seeks confirmation of the facts or information.

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

3.1.2.1.8 Maintain the security of the Operations Facility and Customer Service Center (if separately located), including 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 prior written approval from the OTDA, and maintain physical security.

3.1.2.1.9 Be responsible for full, current and detailed knowledge of, and compliance with, the pertinent requirements of State and Federal law and the pertinent regulations and guidelines relating to the performance of the Services.

3.1.2.1.10 Implement changes to the scope of work of the Agreement in accordance with the Change Request process, including changes required by new policy, regulation, statute, or judicial interpretation.

3.1.2.1.11 Cooperate fully with any other contractors that may be engaged by the OTDA to work on Centralized Operations.

3.1.2.1.12 Recognize and agree that any and all work performed outside the scope of the Agreement without a Change Request shall not be subject to payment.

3.1.2.1.13 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.

3.1.2.1.14 Be responsible for correcting the OTDA or local districts records for each error caused by the Contractor at no additional cost to the OTDA or local districts.

3.1.2.1.15 Perform in accordance with the performance standards set forth in Sections 5 and 6 of this RFP.

3.1.3 **Accounting Requirements**

3.1.3.1 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 comply with generally accepted accounting principles (GAAP) and provide all applicable Federal and State reporting requirements. All accounting relationships with related business organizations and Subcontractors must be clearly defined.

3.1.3.2 Accounting Records Supplied to the OTDA - The Contractor must submit to the OTDA the following:

3.1.3.2.1 Annual Audit Report - A copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16, or an equivalent report if approved by the OTDA, of the annual audit conducted by an independent auditing firm, within fifteen (15) days after receipt of the report from its auditing firm.

3.1.3.2.2 Quarterly Fixed Assets Report - 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 and all additions and deletions must be indicated on the report for all Fixed Assets purchased or taken out of service by the Contractor.

3.1.3.3 Reimbursable Expenses - Separate records must be maintained for reimbursable expenses. Reimbursable expenses include those items specified in Section 3.2.7 of this RFP and records must be maintained detailing the USPS box rentals, postage, paper stock, envelopes, printer supplies, and cash receipt books costs incurred for each local district for:

-Disbursements
-Notices
-Forwarding correspondence to local districts
-Customer Service Mailings
-Electronic Disbursement Mailings

3.1.3.3.1 Invoices, receipts, a copy of the check for Contractor payment of reimbursable costs, inventory control logs, or other evidence substantiating reimbursable expenses must be maintained. Claim for Payments submitted by the Contractor for reimbursable expenses must specify the cost for each of the categories in Section 3.1.3.3 of this RFP.

3.1.4 **Rights of the OTDA to Ownership, Use and Delivery** – OTDA Rights regarding Computer Programs, Manual Procedures, Operating Plans, Documentation, and Related Items are as follows:

3.1.4.1 Custom Software - The Contractor understands and agrees that all computer programs or applications, including both source and object code, manual procedures, operating plans and procedures, documentation, data, records, and related items created by the Contractor to perform the Services (the Custom Software) 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 OTDA will grant the Contractor a license to use and distribute the Custom Software.

3.1.4.2 Licensed Software - The Contractor shall grant or obtain for the OTDA and the State a perpetual license to use any third party or non-Custom Software, programs, or applications licensed, leased, owned, or purchased by the Contractor and used to perform Services under this Agreement (Licensed Software). Any enhancements to, changes in, augmentation to, or creation of the Licensed Software for purposes of performing the Services during the term of the Agreement, shall be owned by the OTDA without qualification.

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

3.1.5 **Step in Rights Resulting from Contract Termination** - In the event the Agreement is terminated prior to the expiration of the Contract Term:

3.1.5.1 The OTDA shall, at its option, have an irrevocable right to ownership of equipment, supplies, and materials, including related data and documentation, and all other assets specifically acquired by the Contractor for the purpose of performing Services under the Agreement. If the equipment or other assets are leased or licensed, the lease or license shall include a clause granting the OTDA the absolute right, upon notice to the lessor/owner, to substitute itself for the Contractor on the same terms and conditions. Leased assets include the Operations Facility and the Customer Service Center (if separately located) where Services are performed 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 ownership, lease, or license rights, and deliver such equipment, assets, materials, or supplies 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. With regard to any lease or license of equipment or assets, upon termination of the Agreement, for any reason, the OTDA may exercise its option to be substituted for the Contractor immediately or, at the OTDA's option, a successor contractor may be substituted, in order to ensure uninterrupted continuation of the Centralized Operations.

3.1.5.2 Any and all of the equipment or assets, to which the OTDA exercises its rights to ownership pursuant to Sections 3.1.4 or 3.1.5.1 of this RFP, must be transferred by the Contractor without additional remuneration from the OTDA or the successor contractor, as of the date of termination of the Agreement in accordance with the methodology set forth in Section 3.1.5.3 of this RFP.

3.1.5.3 Any equipment, supplies, materials assets, software, programs, or applications which are held or utilized by the Contractor under lease or licensing agreements must be transferred by the lessor or licensor of such assets with all rights, including purchase option rights, licensing rights, and any other rights intact and fully preserved. Such transfer shall occur 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 equipment, supplies, materials assets, software, programs, or applications.

For the purposes of this RFP and the Agreement, any equipment or 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 equipment or asset with a purchase price of less than five hundred dollars ($500.00) shall be considered a non-depreciable 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 commencement of the operational period. For depreciation purposes, the useful life of fixed equipment or assets shall be five (5) years from the date of acquisition by the Contractor. In the event that the OTDA initiates an enhancement or approves the purchase of a Fixed Asset after the commencement of the operational period, the start date for depreciation will be upon the operational start date of the enhancement or the OTDA's approval of the purchase, and the useful life of the Fixed Asset shall be the remainder of the Contract Term. Pursuant to this Agreement, the Contractor is responsible for the maintenance and replacement of equipment and assets in accordance with the fixed price bid for such item in the Contractor's cost proposal, and the OTDA shall not be charged for the replacement. Should a Fixed Asset be replaced during the Contract Term, depreciation for the replacement Fixed Asset will continue from the date the initial Fixed Asset is replaced through the remainder of the Contract Term. The parties recognize that during the course of performance, the inventory of Fixed Assets or equipment or assets below $500 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 Contractor shall protect all equipment and assets from loss or damage. The OTDA reserves the right to inspect all equipment or assets, prior to final payment by the OTDA, and reduce said final payment by the value of any loss or damage, normal wear and tear excluded. Missing equipment or assets will be charged at the replacement cost and the Contractor shall be liable for such costs.

3.1.5.4 The parties agree that upon termination of the Agreement, the OTDA or, at the OTDA's option, the successor contractor, may be substituted as lessee for any facility where Services are performed for the remaining term of such lease including any extensions. Such substitution, except as otherwise provided in this RFP, shall be on the same terms and conditions as are included in the original lease between the Owner and the Contractor, consistent with the terms of the Agreement.

3.1.5.5 The maintenance, repair or replacement of any equipment or asset used to provide Services pursuant to the Agreement, 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.

3.1.5.6 Prior written approval of the OTDA shall be required for:

3.1.5.6.1 Purchase, lease, licensing, or other acquisition, including replacement acquisition, of any Fixed Asset;

3.1.5.6.2 The disposition of any and all items identified in Section 3.1.4 of this RFP;

3.1.5.6.3 Any agreement related to the items referred to in Sections 3.1.5.6.1 and 3.1.5.6.2 of this RFP, or for the modification of any such agreement; or

3.1.5.6.4 Exercise of any power or option under any agreement which materially impacts the OTDA's ownership or substitution rights.

3.1.5.6.5 The OTDA may request a copy of any agreement for the purchase, license, lease, or rental of any Fixed Asset or other items used in performing Services. The provisions 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.

3.1.5.6.6 The provisions of Section 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 the following 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:

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

3.1.6.1.2 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.

3.1.6.1.3 Test files: within ten (10) working days of receipt.

3.1.6.1.4 Reports:

3.1.6.1.4.1 **Daily or Weekly**: within ten (10) working days of receipt.

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

3.1.6.1.5 Key Staff Hiring/Promotion Requests: within ten (10) working days of receipt.

3.1.6.1.6 Training Materials: within fifteen (15) working days of receipt.

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

3.1.6.1.8 Plans for tasks involving three (3) 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.

3.1.6.2 Deliverable Review Process - With regard to the above deliverables:

3.1.6.2.1 The OTDA will review and provide written notice that it approves or rejects a deliverable. If rejected, then the Contractor must correct the deficiencies cited by the OTDA and resubmit the deliverable for approval within two (2) business days of receipt of the OTDA's Notice of Deficiency, unless an extension is requested in writing by the Contractor and approved in writing by the OTDA, or the OTDA grants a date exceeding the two (2) business days in the Notice of Deficiency. This process shall be repeated until the deliverable is accepted by the OTDA.

3.1.6.2.2 In the event a deliverable is deemed to be repeatedly deficient by the OTDA, then it may issue a Notice of Continuing Deficiency to the Contractor with a detailed description of the deficiency that continues, and the time frame for correction or resolution of the Continuing Deficiency. The Contractor will then proceed to correct the Continuing Deficiency within the time specified in such notice.

3.1.6.3 A "Continuing Deficiency" shall mean:

3.1.6.3.1 Inadequate resolution by the Contractor, in the reasonable judgment of the OTDA, of the deficiency identified in a Notice of Deficiency;

3.1.6.3.2 A new deficiency which was created by the Contractor's method of resolving a previous deficiency identified in a Notice of Deficiency; or

3.1.6.3.3 A deliverable, for which the OTDA issued a Notice of Deficiency, which could not be thoroughly tested or reviewed by the OTDA because of an inadequate, incorrect or incomplete resolution of the deficiency identified in a Notice of Deficiency.

3.1.6.3.4 The OTDA desires to limit the introduction of new and unrelated deficiencies during subsequent deliverable 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 the OTDA's comment or failure to comment on any deliverable relieve the Contractor from any obligation or requirement of the Agreement.

3.1.6.3.5 In the event a Continuing Deficiency occurs, the Contractor shall ensure 1) the Continuing Deficiency is satisfactorily remediated within the time period established by the OTDA, and 2) will not occur again in the future.

3.1.6.4 In the event the OTDA fails to provide timely review and response for acceptance or rejection of a deliverable in accordance with Section 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 the Contractor be entitled to any price increase due to the need to correct deficient deliverables.

3.1.6.5 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 Transition, Centralized Operations, and Turnover phases described in Section 2 including meeting the milestones, deliverables, and performance standards noted in Sections 4, 5, and 6 of this RFP, will be paid according to the terms and conditions set forth below. Full payment shall be made on each Claim for Payment upon the OTDA review and determination that all milestones and deliverables attributable to that payment category have been properly achieved or furnished.

3.2.1 **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 Section 2.9 of this RFP and the final OTDA-approved Transition Plan. Equal monthly payments covering the cost of the Transition Phase, shall be made covering the duration of the Transition Phase, beginning one (1) month after the OTDA's approval of the Transition Plan referred to in Section 2.9.6.1 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 Claim for Payments for each month in the format and with documentation as requested by the OTDA.

3.2.2 **For Centralized Operations**

3.2.2.1 Definitions - For purposes of Section 3 of this RFP, the following definitions apply**:**

3.2.2.1.1 **Annual Year End Adjustment** means the Claim for Payment submitted by the Contractor after the conclusion of a Contract Year.

3.2.2.1.2 **Baseline Band** means between ninety (90) and one-hundred ten (110) percent of the "Projected Volume" shown on Form CS-1 for each Contract Year for a specific Centralized Operation.

3.2.2.1.3 **Contract Operations Term** means the five (5) year period beginning on the First Day of Operations and each yearly extension period thereafter.

3.2.2.1.4 **Contract Year** means each of the five (5) years of the Contract Operations Term and each yearly extension period thereafter. The first Contract Year shall begin on the First Day of Operations.

3.2.2.1.5 **Fixed Price Balance** shall mean the difference between the Yearly Price Offer and the sum of the twelve (12) Monthly Fixed Price Amounts (i.e., the 10% holdback).

3.2.2.1.6 **High Baseline Band Volume** means one hundred ten (110%) percent of the Projected

Volume shown in Form CS-1 for each Contract Year for a specific Centralized Operation.

3.2.2.1.7 **Low Baseline Band Volume** means ninety (90%) percent of the Projected Volume shown in Form CS-1 for each Contract Year for a specific Centralized Operation.

3.2.2.1.8 **Monthly Fixed Price Amount** means the "Yearly Price Offer" multiplied by 90% divided by twelve (12), for each Contract Year.

3.2.2.1.9 **Projected Volume** means the "Projected Volume" for a Contract Year shown on Form CS-1 for a specific Centralized Operation.

3.2.2.1.10 **Price Per Transaction** means the amount shown as the "Price Per Transaction" for a Contract Year on Form CS-1 for a specific Centralized Operation.

3.2.2.1.11 **Transaction** means:

3.2.2.1.11.1 Payment Processing Mail: A payment applied to the child support system for an individual child support case (e.g., a check received for ten (10) individual child support cases = ten (10) transactions).

3.2.2.1.11.2 Disbursement Processing Check: A check printed to disburse child support funds.

3.2.2.1.11.3 Notice Processing: A notice consists of one to multiple pages printed for a child support case.

3.2.2.1.11.4 New Hire Notification Processing Mail: Each individual New Hire instance applied to the child support system (e.g., an organization provides one (1) report containing ten (10) individual New Hire instances = ten (10) transactions).

3.2.2.1.11.5 Putative Father Registry: Each individual submission for the Putative Father Registry applied to the child support system.

3.2.2.1.12 **Transaction Volume** means the actual number of Transactions occurring during a Contract Year.

3.2.2.1.13 **Yearly Price Offer** means the "Yearly Price Offer" set forth on Form CS-1 for each of the five (5) Contract Years and any extensions during the Contract Operations Term.

3.2.2.2 <u>Payment for</u>:

-Payment Processing- Mail (Form CS-1B)
-Disbursement Processing - Checks (Form CS-1D)
-Notice Processing (Form CS-1F)
-New Hire Notification Processing – Mail (Form CS-1G)
-Putative Father Registry (Form CS-1J)

3.2.2.2.1 The Contractor shall be paid the Monthly Fixed Price Amount in twelve (12) consecutive monthly payments during a Contract Year. An Annual Year End Adjustment shall be submitted for each such Centralized Operation as set forth in Section 3.2.2.8 below.

3.2.2.3 <u>Payment for</u>:

-Data Capture Services (Form CS-1I)

3.2.2.3.1 The Contractor shall be paid a monthly amount determined as follows:

3.2.2.3.1.1 The Contractor shall determine the aggregate number of documents processed within each of the three (3) “Data elements per document” bands as shown on the matrix set forth in Form CS-1I during the month;

3.2.2.3.1.2 The Contractor shall multiply the aggregate number of documents processed within each of the three (3) “Data elements per document” bands by the price per document for that “Number of Documents (Monthly)” as shown on the matrix set forth in Form CS-1I;

3.2.2.3.1.3 The Contractor shall determine the aggregate number of documents re-mailed and correspondence mailed during the month and multiply this number by the price per document for that “Number of Documents (Monthly)” as shown on the matrix set forth in Form CS-1I;

3.2.2.3.1.4 The monthly payment shall equal the sum of the amount calculated above for each of the three (3) “Data elements per document” band in 3.2.2.3.1.2 plus the amount calculated in 3.2.2.3.1.3 of this RFP.

3.2.2.3.2 **Document** means an OTDA generated notice and/or general correspondence (e.g., an organization provides one (1) report containing ten (10) cases = one (1) document).

3.2.2.3.3 **Data Element** means a defined child support systems data field that is updated as the result of receiving a document. Defined data elements are available in Appendix H Reference Library Training Manuals.

3.2.2.4 Payment for:

-Customer Service (Form CS-1L)

3.2.2.4.1 The Contractor shall be paid a monthly amount determined by multiplying the aggregate number of Calls/E-mails/Correspondence during the month times the “Price per Calls/E-mails/Correspondence” for that “Number of Call/E-mails/Correspondence (Monthly)” as shown on the matrix set forth in Form CS-1L.

3.2.2.4.1.1 **Call** means a phone call to the telephone lines provided by the OTDA and received by a Contractor Customer Service Representative**.**

3.2.2.4.1.2 **E-mail** means an electronic communication directed to the New York State Division of Child Support Enforcement for response by the Contractor that requires the Contractor to review the individual child support case in order to provide a response. E-mail shall only include e-mails forwarded by the OTDA for response by the Contractor that require the Contractor to review the individual case record in order to respond or to provide a reply based on an OTDA-approved “frequently asked question” (FAQ). E-mails that do not require a review of the case record or FAQs in order to respond or courtesy responses shall not be a billable transaction.

3.2.2.4.1.3 **Correspondence** means written communication, other than an OTDA Notice, received at one of the Centralized Operations post office boxes.

3.2.2.5 Payment for:

-Disbursement Processing-Electronic (Form CS-1 E [a])
-Payment Processing-Electronic (Form CS-1C)
-New Hire Notification Processing - Electronic (Form CS-1H)
-Interactive Voice Response System (Form CS-1K)
-Administration (Form CS-1M)

3.2.2.5.1 The Contractor shall be paid the Monthly Fixed Price Amount in twelve (12) consecutive monthly payments during a Contract Year without any adjustment for volume.

3.2.2.6 Provision for Early Intervention Enhancement Payment

3.2.2.6.1 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 Claim for Payment, a one-time fixed payment shall be made for Transition/ planning/ development/ implementation activities referred to in Section 4.10 of this RFP, per the price in Appendix C, Form CS-3A or the Change Control Process, if applicable. 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.

3.2.2.6.2 Payment shall be made for the operational effort required to support the Early Intervention Enhancement, referred to in Section 4.10 of this RFP, on a monthly basis to the Contractor, per the price per call volume processed as noted in accordance with Appendix C, Form CS-3B of this RFP.

3.2.2.6.3 The OTDA shall pay the Contractor the fixed amount contained in the Agreement for the Early Intervention Enhancement Turnover for full and proper performance by the Contractor of the Turnover tasks associated with the Early Intervention Enhancement and in the Turnover Plan, per the price in Appendix C, Form CS-3C or the Change Control Process, if applicable. Full payment, in one (1) 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 Early Intervention Enhancement 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.

3.2.2.7 Provision for Location Enhancement Payment

3.2.2.7.1 A one-time fixed payment shall be made for the Transition/planning/development/ implementation activities referred to in Section 4.11 of this RFP, in accordance with Appendix C, Form CS-4A or the change Control Process, if applicable, 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 Claim for Payment. 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. Payment shall be made for the operational effort required to support the Location Enhancement, referred to in Section 4.11 of this RFP, by adding such amount to, the existing monthly payment for Centralized Operations referred to in Section 3.2.2.5.1 of this RFP starting the first full calendar month for which the enhancement is operational, per the applicable volume price per location identified as noted in accordance with Appendix C, Form CS-4B of this RFP.

3.2.2.7.2 The OTDA shall pay the Contractor the fixed amount contained in the Agreement for

the Location Enhancement Turnover for full and proper performance by the Contractor of the Turnover tasks associated with the Location Enhancement and in the Turnover Plan, per the price on Appendix C, Form CS-3C or the Change Control Process, if applicable. Full payment, in one (1) 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 Location Enhancement 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.

3.2.2.8 Annual Year End Adjustment

3.2.2.8.1 At the conclusion of each Contract Year the Contractor shall submit an Annual Year End Adjustment Claim for Payment including the Fixed Price Balance and supporting documentation demonstrating the Transaction Volume for each Centralized Operation except Data Capture and Customer Service. With respect to each of the Centralized Operations in Section 3.2.2.2 of this RFP, the Claim for Payment shall be adjusted for variations between Projected Volume and Transaction Volume as follows:

3.2.2.8.1.1 The Contractor shall determine whether the Transaction Volume is:

3.2.2.8.1.1.1 Within the Baseline Band Volume, in which case no adjustment is made; or

3.2.2.8.1.1.2 Below the Low Baseline Band Volume, in which case the Claim for Payment shall be reduced by an amount equal to the difference between the Transaction Volume and the Low Baseline Band Volume multiplied by the Price Per Transaction proposed by the Contractor for the applicable Centralized Operation and Contract year/extension on Form CS-1; or

3.2.2.8.1.1.3 Above the High Baseline Band Volume, in which case the Claim for Payment shall be increased by an amount equal to the difference between the Transaction Volume and the High Baseline Band Volume multiplied by the Price Per Transaction proposed by the Contractor for the applicable Centralized Operation and Contract year/extension on Form CS-1.

3.2.2.8.1.2 Additionally, for Payment Processing – Mail, the requirements defined in Section 4.1 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
Multiplied by Minimum Electronic Payment percent required	X 55%
Minimum Electronic Payments to be processed	5,500,000
Electronic Payments processed	4,300,000
Overage/Shortfall	(1,200,000)

3.2.2.8.1.2.1 If the Contractor has met or exceeded 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 Section 5.1.3.14 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, 1,200,000 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.

3.2.2.8.1.3 If, as a result of the above adjustments to the Annual Year End Adjustment Claim for Payment, money remains due the OTDA, the Contractor must, in the sole discretion and determination of the OTDA, reduce the subsequent Claim for Payment in the amount owed to the OTDA consistent with the calculations in 3.2.2.8, or use this amount as an offset for additional services to be provided by the Contractor or immediately reimburse the OTDA directly. The Annual Year End Adjustment calculations shall not be adjusted based on the actual costs incurred by the Contractor over the Contract Year. In the event the OTDA selects additional services to be provided by the Contractor, the OTDA shall determine the services to be provided which must be identified in a written notice to the Contractor and the costs associated with the additional services will be determined in accordance with the change control process specified in provision 3.2.6.

3.2.3 **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 Section 2.11.3 of this RFP and in the Turnover Plan. Full payment, in one (1) 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.

3.2.4 **Withholding/Retaining Payment**

3.2.4.1 In the event the Contractor fails to repeatedly perform a Service or properly achieve a deliverable or performance standard, the OTDA, in its sole discretion, may withhold full or partial payment for the applicable payment category for which the Contractor is deficient until such time as the OTDA has determined that the Contractor has taken action to ensure that such failure 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 of the deliverable or performance standard and/or performance of the Service. The determination of the amount withheld shall represent the reasonable value, in the judgment of the OTDA, attributable to the unsatisfactory performance of the Service. If the deliverable, performance standard, or Service in question is subsequently properly achieved or furnished as determined by the OTDA, the withheld payment shall be released to the Contractor (any liquidated damages assessed pursuant to Section 6 shall not be returned to Contractor).

3.2.4.2 Where the OTDA determines to withhold full or partial payment it shall provide a written notice of such to the Contractor at least five (5) days prior to such event. Such notice shall identify the deliverable, performance standard, or Service which the Contractor failed to properly perform, 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 to ensure that the failure is corrected and does not occur again in the future.

3.2.5 **Errors and Assessment of Liquidated Damages**

3.2.5.1 Failure by the Contractor to meet the Key Performance Standards, as set out in Section 6, shall result in assessment of damages or liquidated damages as set out therein.

3.2.5.2 Offset for Liquidated Damages - The OTDA will notify the Contractor monthly of the number of errors in each category for which liquidated damages are assessed as identified in Section 6 of this RFP and the total amount of liquidated damages. The total amount of liquidated damages shall be deducted from the next Claim for Payment submitted by the Contractor or, after the twelfth (12th) month, from the Annual Year End Adjustment Claim for Payment.

3.2.5.3 Non-exclusive Remedy - Assessment of liquidated damages pursuant to Section 6 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.

3.2.5.4 Additional Withholdings - The OTDA, in its sole discretion, may withhold from the final Claim for Payment the gross amount for all fixed costs for the final month of the Agreement. This amount, minus any amounts owed the OTDA pursuant to Section 6 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.

3.2.6 **Adjustments in Scope of Work and Consideration-Change Control Process**

3.2.6.1 Change Request

3.2.6.1.1 The parties agree that the Agreement fairly delineates the Services. However, as a result of changes in State or Federal law, regulation, policy or priorities, or improved technology or software, the OTDA may, in its sole discretion, require that the Contractor use different methods, processes, equipment, or software to perform the Services or reallocate functions or resources at any time during the Contract Term via a Change Request. If a Change Request does not cause an increase or decrease in Contractor's cost, then there will be no adjustment in payment. If the Change Request causes an increase or decrease in Contractor's cost then the price shall be adjusted as set forth below.

3.2.6.1.2 In addition, the Contractor may, at any time during the term of the Agreement, propose that different methods, processes, equipment, or software be used to perform the Services or reallocate functions or resources via a Change Request. To the extent the Contractor's Change Request improves efficiency and/or reduces costs, then the OTDA may, in its sole discretion, authorize the Change Request.

3.2.6.1.3 At the request of the OTDA, the Contractor shall provide a detailed work plan outlining the implementation of a Change Request, including but not limited to the cost of any equipment or software, and changes in personnel levels required to perform the Service, proposed revised versions of the operating procedures manual, and an analysis of the expected cost increase or cost savings and/or improvements in efficiency.

3.2.6.2 Conditions Precedent and Adjustment of Consideration - The parties agree that should a price adjustment set forth in a Change Request be approved by the OTDA, the OTDA and the Contractor shall, prior to determining the adjustment of the price:

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

3.2.6.2.2 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.

3.2.6.2.3 The total cost or savings resulting from a Change Request shall be reduced by the price value of actions taken in accordance with the provisions in Sections 3.2.6.2.1 and 3.2.6.2.2 herein of this RFP. The parties will determine the increase or decrease in price by calculating the actual incremental cost or savings in an approved Change Request and add 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 the Contractor provides in its financial proposal and that become part of the resultant Contract of this RFP. If the alteration was proposed by the Contractor, any approved decrease in consideration shall be reduced by fifty (50%) percent (i.e., the Contractor shall share one half of the actual cost saving). If the alteration was proposed by the OTDA, or is the result of changes pursuant to Section 3.3.4.5 of this RFP the resulting decrease in consideration shall reduce payments due the Contractor under the Agreement. The actual incremental cost or savings shall be subject to approval of 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.

3.2.6.3 Conditions Without Precedent in the Cost Proposal – Certain adjustments to the scope of work may vary such that Section 3.2.6.2 of this RFP may not be applicable. The OTDA reserves the right to use the Change Request pricing set forth in Appendix C rather than Section 3.2.6.2 of this RFP to compensate the Contactor for Change Requests that result in increased costs to the Contractor. For personal services, payments to the Contractor shall be based on the Change Request rates specified in Appendix C, Form CS-5. The mark- up rate shall not apply to personal services. Any applicable non-personal services charges shall be billed at cost as evidenced by invoicing or other such reasonable documentation to be submitted by the Contractor plus the operations administrative mark-up rate bid by the Contractor. Corporate allocations shall not apply.

3.2.7 **Reimbursable Expenses**

3.2.7.1 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 Centralized Operations. The Contractor shall take advantage of the most economical mailing rate while ensuring timely delivery in accordance with the performance standards in Sections 5 and 6. The OTDA reserves the right to require reasonable evidence that the best mailing avenue was selected, price, and all other factors considered.

3.2.7.2 All costs of paper and printing supplies directly and reasonably incurred by the Contractor associated with the printing of checks and notices shall be subject to reimbursement by the OTDA in addition to the fixed cost operations payments referred to in Section 3.2.2.2 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. As used herein, costs “reasonably” incurred shall not include waste resulting from paper lost due to printer jams above a rate of ten (10) per one hundred thousand (100,000) pages.

3.2.7.3 All costs directly and reasonably incurred by the Contractor for envelopes for mailings such as notices, cash receipts, and misdirected mail, local district documents, or the Interstate Case Registry (ICR), shall be subject to reimbursement by the OTDA in addition to the fixed cost operations payments referred to in Section 3.2.2.2 of this RFP.

The OTDA reserves the right to require reasonable evidence that the requirement that the contractor followed formal bidding procedures that the best available vendor has been obtained, price, and all other factors considered. As used herein, costs "reasonably" incurred shall not include waste resulting from envelopes lost due to printer jams above a rate of one thousand (1,000) per one hundred thousand (100,000) pages.

3.2.7.4 The Contractor shall submit a monthly Claim for Payment certifying the supply inventory amount of postage, cost of paper, and printing supplies reimbursable expenses incurred and paid by category, in accordance with Section 3.1.3.3 of this RFP, and shall provide, as accounting records, in accordance with Section 3.1.3.3.1 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 Section 3.1.3.3 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.

3.2.7.5 If during the term of the Agreement, any expense other than those referred to in Section 3.2.7 of this RFP is approved by the OTDA as a reimbursable expense, the Agreement will be modified to provide for reimbursement to the Contractor.

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

3.2.8 **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 priced Centralized Operations. Personal service payments to the Contractor for Miscellaneous Tasks shall be based on the Change Request rates specified in Appendix C, Form CS-5. The mark-up rate shall not apply to personal services. Any applicable non-personal services charges shall be billed at cost as evidenced by invoicing or other such reasonable documentation to be submitted by the Contractor plus the operations administrative mark-up rate bid by the Contractor. Corporate allocations shall not apply to Miscellaneous Tasks. The payments will be made by the OTDA in addition to the fixed price payments referred to in Section 3.2.2.5 of this RFP. Prior written approval from the OTDA shall be required for all such tasks. The total cost of all such tasks performed within the five (5) year Contract Term shall not cumulatively exceed one million, seven hundred fifty thousand dollars ($1,750,000). Claims for Payment 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.

3.2.9 **Billings** – The Contractor must bill the OTDA on a standard New York State Claim for Payment satisfactory to the OTDA and the OSC.

3.3 **Contract Provisions**

3.3.1 **Subcontracting**

3.3.1.1 Prior written approval of the OTDA shall be required for all subcontracts and modifications to subcontracts. For the purposes of this procurement and the resultant Contract, a Subcontractor is considered to be any entity that performs a portion of the Contractor's obligation under the terms of a written agreement with the 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 one million dollars ($1,000,000) over the life of the Contract. This requirement does not apply to individual employer-employee contracts or management incentives for same.

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

3.3.1.2 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 Section 3.5.8, 3.5.9, and 3.5.10 of this RFP.

3.3.1.3 All subcontracts shall be in writing and shall contain certain provisions, which are functionally identical to, and consistent with, the provisions of the Agreement. Such functionally identical and consistent provisions shall include, but not be limited to, the following provisions of this Agreement: 1) Appendix A, Standard New York State Contract Clauses (attached hereto as Appendix A); 2) Audit and Access provisions contained in this RFP; 3) Confidentiality provisions, in this RFP and the Agreement; 4) Indemnification of the OTDA; 5) Termination of the Agreement; and, 6) Performance Standards contained in this RFP and Agreement. Subcontracts shall include such provisions of the Agreement that the OTDA deems necessary, including those relating to confidentiality, systems and data security, non-discrimination etc.

3.3.1.4 All subcontracts must contain a provision stating that the Subcontractor agrees that the subcontract is subordinate to the Agreement with the OTDA and that any and all conflicting provisions of the subcontract will be superseded by the terms of the Agreement.

3.3.1.5 The Contractor will work with the OTDA to define any potential operational disruption if the Contractor elects to terminate or change its agreement with any Subcontractor.

3.3.1.6 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:

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

3.3.1.6.2 Identification of the proposed Subcontractor;

3.3.1.6.3 The proposed subcontract price; and

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

3.3.1.6.5 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 ten (10) days of execution.

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

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

3.3.1.9 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 OSC if necessary, 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 Mutual Agreement. All or any part of this Agreement may be terminated by mutual written agreement of the contracting parties.

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

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

3.3.3.1.2.2 In all other situations, the OTDA shall provide the contractor with a written Notice of Termination specifying what action(s) or lack of action(s) by the Contractor constitute the Contractor's material failure to perform (the Deficiencies) and the proposed date of termination, which shall not be earlier than fifteen (15) days after the expiration of the Cure Period. Such Notice of Termination shall also advise the Contractor that it has until noon of the fourth (4th) business day following receipt of the Notice to advise the OTDA whether it intends to cure the Deficiencies. If the Contractor does notify the OTDA of its intent to cure as provided above, it shall have until noon of the tenth (10th) business day following the date of the Notice of Termination to submit to the OTDA a Plan of Correction setting forth its proposed plan to eliminate the Deficiencies specified in the Notice of Termination, 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. If the Contractor does not notify the OTDA of its intent to cure the Deficiencies as provided above, the OTDA shall be entitled to proceed with its Notice of Termination on the date set forth in the notice. In the event Contractor fails to cure the Deficiencies within the Cure Period, then the OTDA may terminate the Contract upon written notice of such to the Contractor. In the event of a termination for a material default in performance, the Contractor shall be paid the following:

3.3.3.1.2.3 Operating costs and charges (the calculated monthly payment prorated to the date of termination minus any liquidated or other damages assessed);

3.3.3.1.2.4 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;

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

3.3.3.1.2.6 Value, in accordance with Sections 3.1.5.2 and 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

3.3.3.1.2.7 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.

3.3.3.1.2.8 If it is subsequently determined for any reason that the Contractor was not in material default in performance or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control and without the fault or negligence of the Contractor, the OTDA shall have the option, in its sole discretion, to either deem the Notice of Termination as a termination for convenience of the State, and the rights and obligations of the parties shall be governed accordingly, or allow the Contractor to resume performance under the Agreement, with any price adjustment for new start up, etc., made pursuant to the procedure set forth in Section 3.2.6 of this RFP.

3.3.3.1.3 Termination for Convenience. This Agreement may be terminated by the OTDA, in whole or in part whenever and for any reason the OTDA shall determine that such termination is in the best interest of the State. Such termination shall be referred to herein as "termination for convenience". The State shall give written notice to the Contractor not less than thirty (30) calendar days prior to the date upon which termination for convenience shall become effective. The date of such notice shall be deemed to be the date of postmark in the case of mail or the date of Contractor's receipt for notice in the case of hand or email delivery. In the case of termination for convenience, 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. The Contractor shall be paid the following in the event of termination for convenience:

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 Sections 3.1.5.2 and 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;

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 written employment contracts 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.

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

3.3.3.1.4 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. The OTDA will not be obligated to pay the Contractor for lost and/or anticipated profits.

3.3.3.1.5 If all or any part of this Agreement is terminated as provided for in this Agreement, the OTDA shall have the right to possession and use of software or substitution or other rights pursuant to the terms of this Agreement, provided that payments are made to the Owner, Licensor, Lessor, or
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.

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

3.3.3.1.7 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 3.5.27 of this RFP.

3.3.3.1.8 If the Agreement terminates under Section 3.3.3 of this RFP, no special termination arrangements or special remuneration are necessary.

3.3.3.1.9 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.

3.3.3.2 Procedures Upon Termination - Upon receipt of a written notice of termination on any basis, and except as otherwise directed by the OTDA, the Contractor shall:

3.3.3.2.1 Safeguard the operating environment used for completing all centralized operations 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 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 a final accounting. 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 Section 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 that 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 arising 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 all Fixed 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 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 this Agreement. 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 to the amounts with respect to charges to be paid to the Contractor in connection with the termination of work, the OTDA shall determine, on the basis of information available to it and as provided in this RFP, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

3.3.3.2.14 The Contractor shall have the right to "Dispute" any such determination made by the OTDA, except that if the Contractor has failed to submit its claim within the time provided in Section 3.3.3.2.11 above, and has failed to timely 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, there shall be deducted:

3.3.3.2.16.1 All 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, including damages and liquidated damages 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 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, such excess shall be payable by the Contractor to the OTDA upon demand.

3.3.4 **Agreement Duration**

3.3.4.1 Term of the Agreement - The term of the contract resulting from this RFP shall be the five (5) year eleven (11) month term beginning on the Contract Approval Date.

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 (90) days notice to the Contractor, to exercise two (2) consecutive extensions up to twelve (12) months each.

3.3.4.2.1 Payment to the Contractor for each extension shall consist of the individual Operations fixed costs for each twelve (12) months extended as set forth in Volume III (Financial Proposal) of the Proposal, as those prices have been adjusted by any provision of the Agreement.

3.3.4.3 The Contractor recognizes that the Services provided under this Agreement are vital to the OTDA and must continue without interruption and that upon the expiration or termination of this Agreement as specified herein, a successor contractor other than the Contractor may be chosen to continue these services. Contractor agrees to continue performance of the services under the terms and conditions set forth herein during the pendency of any ongoing process of selecting a successor contractor. The Contractor must cooperate fully with the transition for the provision of Contract services by a different contractor prior to current contract expiration and for one hundred and eighty (180) calendar days after the expiration of the Contract. The provisions of this section shall survive the end of the term of this Agreement.

3.3.4.4 The OTDA shall have the right to amend the terms and conditions of the Agreement in the event applicable Federal or State of New York laws, regulations, policies, rules or guidelines are altered from those existing at the time this Agreement is executed in order to be in continuous compliance therewith to the extent this Agreement is impacted by any such change. The Contractor shall be entitled to reasonable compensation for increased costs to be incurred as a result of any changes pursuant to this paragraph. Such amendments shall be made by Change Request. It shall be understood that, in the event the OTDA and the Contractor are unable to mutually agree to a set of terms and conditions through renegotiations, the terms and conditions required to continue this Agreement in compliance with revised Federal or State of New York laws, regulations, policies, rules or guidelines shall be decided by the Commissioner of the OTDA or his/her duly authorized representative(s) or designee(s), in accordance with Section 3.3.5 of this RFP, Interpretations and Disputes.

3.3.4.5 Should such changes to Federal or State of New York laws regulations, policies, rules or guidelines result in a Change Request resulting in a reduction in the Contractor's responsibilities/efforts in providing Services or a reduction in the Contractor's responsibility to purchase items required to provide Contract Services, the reduction in pricing will be determined pursuant to the provisions of Section 3.2.6 (Adjustments in Scope of Work and Consideration). The Contractor shall provide documentation to the satisfaction of the OTDA by a written itemized presentation of any increased or decreased costs associated with the change in responsibilities specified in this provision.

3.3.5 **Interpretations and Disputes**

3.3.5.1 This provision shall apply to any dispute of the parties relating to performance under the Agreement except performance related to 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"). All documents submitted as part of this dispute provision may be sent either by surface mail, by carrier, or electronically to the Director, NYS Office of Temporary and Disability Assistance, Bureau of Contract Management, 40 North Pearl Street, 12th Floor, Section D, Albany, NY 12243.

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 (30) days to make its submission; the submission may include any material the Contractor deems relevant to the dispute.

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 evidence and arguments raised by the Contractor in its most recent submission and must be submitted within fifteen (15) days of receipt of the Contractor's submission. If the Advocate submits a rebuttal, the Contractor will have thirty (30) days to prepare and submit a response to the Advocate's rebuttal submission; this response shall consist wholly of material which responds to evidence or arguments raised in the Advocate's rebuttal. Any actual rebuttal by the Advocate shall generate a right of response by the Contractor until such time as the Designee has received the Contractor's submission and deems the submission process complete or the Contractor fails to submit a response within thirty (30) days as required.

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/she 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 OTDA Counsel, and (d) prepare a response to the dispute either ratifying, modifying, or reversing the recommended decision. The Director's final written decision will be rendered within forty-five (45) days of the date when the submission process is deemed complete.

3.3.5.1.5 A copy of the Director's final written 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 the OTDA, will be issued to both parties. The Director's final written 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 Director's final written decision is received by the Contractor. Such notice of appeal must be filed with the General Counsel of the OTDA.

3.3.5.1.6 The General Counsel of the OTDA or his/her 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 Director's final written decision. The General Counsel's final decision will be rendered within thirty (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 the General Counsel's decision is not made within ninety (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 OTDA 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 Court 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 OSC and any other Federal or State agency required or authorized to conduct an investigation, and their authorized representatives and designees, shall at all times have 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 these provisions 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 to non-governmental entities or individuals 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.

3.3.6.2.2.5 The foregoing identification of data which the OTDA agrees, in its discretion, not to disclose to non-governmental entities or individuals 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 these provisions apply to any subcontract related to performance under the Agreement.

3.3.6.3 <u>Records Retention</u>

3.3.6.3.1 Except as provided 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 this Agreement, 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 under the Agreement.

3.3.6.3.6 The Contractor shall be responsible for assuring that this provision 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 301-310 and 45 CFR Part 74. The regulations, as amended and guidelines to these regulations applicable to performing the Centralized Operations are to be considered part of the Agreement. Regulations at 45 CFR 304 provides for Federal Financial Participation (FFP) to the State for development and operation of the Centralized Operations. If, through the improper or negligent actions of the Contractor, its officers, agents or employees or subcontractors, Federal approval of the present OTDA Centralized Operations is rescinded, or Federal approval is not granted for any enhancements to the OTDA Centralized Operations because of failure to meet Federal requirements, the Contractor shall indemnify the OTDA for the difference between the amount of FFP which would have been received by the OTDA under 45 CFR 304, and the amount actually received.

3.4.2 **Bonding and Letter of Credit** - Within one (1) month after the Office of the State Comptroller OSC) has approved 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 transition period and first year of operations, eight million dollars ($8,000,000) the second year and five million ($5,000,000) each year thereafter for a period extending three (3) months beyond the life of this Agreement, including any extensions and maintain it in force and effect for the benefit of 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 for damages or losses incurred 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 beyond the Base Contract Term, the Contractor shall provide documentation not less than thirty (30) days prior to any such extension, evidencing the fact that said letter of credit 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 the Contractor, 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 the Agreement, and from all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the negligence, willful misconduct, or failure of performance by the Contractor, its officers, agents or employees or subcontractors in the performance of the Agreement and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Agreement or based on any libelous or otherwise unlawful matter contained in such data which is occasioned in whole or in part by negligence, willful misconduct, or failure to perform.

3.4.4 **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 Section 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.

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

3.4.6 **Integrity of the Operations Facility and Customer Service Center Site** - The Contractor shall not transfer, move, reorganize, or otherwise alter any Centralized Operation, unit or Key Staff at or from the Operations Facility or Customer Service Center, including but not limited to administrative functions, without the prior written approval of the OTDA.

3.4.7 **Prohibition on Use of Federal Funds for Lobbying** - Pursuant to 31 USC 1352, 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.

3.4.8 **Certification/Disclosure** - Any person who receives a contract exceeding one hundred thousand dollars ($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.

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

3.4.10 **Assignments** - OTDA may assign or delegate any of its rights or obligations under this Agreement to any other agency of the State of New York upon notice to the Contractor, so long as such assignment or delegation does not alter or impair any of the rights or obligations accruing to the Contractor under this Agreement with regard to the State of New York.

3.4.11 **Other Agency Use** - Upon request by any other State Agency, the Contractor shall enter into an agreement with such agency for the purchase of the goods and services that are the subject of this Agreement. Such new agreement shall provide that the cost of such goods and services to the agency entering into such agreement shall be the same as charged to the OTDA under this Agreement except that the Contractor shall be permitted to negotiate an increase in price to the extent it can show an increase in the cost of providing goods and services which can be attributed to the fact that the agency requires the contractor to be obligated to standard contractual provisions that are more onerous than those contained in Appendix A, Standard Clauses for New York State Contracts.

3.4.11.1 Upon request by a New York State social services district or its designated purchasing agent, the Contractor shall enter into an agreement with such district or agent for the purchase of the goods and services that are the subject of this Agreement. Such new agreement shall provide that the cost of such goods and services to the district/agent entering into such agreement shall be the same as charged to the OTDA under this Agreement except that the Contractor shall be permitted to negotiate an increase in price to the extent it can show an increase in the cost of providing goods and services which can be attributed to the fact that the municipality constituting the social services district requires the contractor to be obligated to standard contractual provisions are more onerous than those contained in Appendix A, Standard Clauses for New York State Contracts.

3.4.12 **Contractor Responsibility** - The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the OTDA or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

3.4.12.1 The Commissioner of the OTDA or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice

outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the OTDA or his or her designee issues a written notice authorizing a resumption of performance under the Contract. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the OTDA or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the OTDA or his or her designee to be non-responsible. In such event, the Commissioner of the OTDA or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3.4.13 **OTDA Rights** - 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.

3.4.13.1 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, nonexclusive and irrevocable license to reproduce, publish or otherwise use such documentation and to authorize others to do so.

3.4.14 **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 OSC, 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.

3.4.14.1 Pursuant to Tax Law Section 5-a, Contractor will be required to complete, sign, and file under penalty of perjury, a properly completed Form ST-220-CA (with the OTDA) and Form ST-220-TD (with the Tax Department). Contractor 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, its affiliate, its subcontractor or any affiliates of subcontractor must represent that it is registered and that it has confirmed such status with DTF. Form ST-220-CA can be found in Appendix J of this RFP and Form ST- 220-TD need only be completed by the selected Offeror.

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 attached to the signature page 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 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 documents comprising the Agreement, such inconsistency or conflict shall be resolved by giving precedence to the documents 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, Amendments to the Agreement;

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

3.5.1.2.4 Fourth, this RFP, as amended and by official OTDA responses to questions (i.e., Questions and Answers); and

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

3.5.2 **Prime Contractor** - OTDA shall consider the Contractor to be the sole contact with regard to all provisions of this Agreement. Full responsibility for the delivery of Services provided by another firm which is a subcontractor or vendor to the Contractor under this Agreement must be assumed by the Contractor. Should the Contractor seek external financing, the OTDA reserves the right to approve the assignment of the Contract for financing purposes.

3.5.3 **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.

3.5.4 **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.

3.5.5 **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 and OSC.

3.5.6 **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 to discharge an employee.

3.5.6.1 In determining the fitness of an employee to perform duties under the terms of this Agreement, the Contractor will conduct a criminal history/ security background check on all employees working on this Agreement. The Contractor shall determine the method and frequency by which it conducts and confirms the fitness of its employees to perform duties under this Agreement, which determinations shall be incorporated into a comprehensive plan. Contractor's comprehensive plan for the conduct of criminal history/ security background checks will be submitted to the OTDA within 90 days of

the approval of the Agreement by the OSC and shall be subject to approval by the OTDA, which approval shall not be unreasonably withheld.

3.5.6.2 OTDA may request revisions to the comprehensive plan from time to time, as it determines appropriate. If the Contractor is unable to determine an employee's fitness due to the results of a criminal history/ security background check, as discussed herein, the Contractor shall forward a description of the results to the OTDA, for review and determination. The Contractor's agreement to comply with the provisions of this section is a material representation of fact upon which reliance was placed when the OTDA determined to enter into this Agreement.

3.5.6.3 In conducting a criminal history/ security background check, the Contractor is not required to exceed the level of judgment which is normally possessed by a prudent person in the ordinary course of business dealings. If it is later determined that the Contractor knowingly, rendered an false positive determination of an employee's fitness, failed to conduct a criminal history/ security background check, or failed to reasonably interpret the results in confirming an employee's fitness to perform duties under the terms of this Agreement, in addition to any other remedies available to the OTDA, such as liquidated damages, the OTDA may terminate this Agreement for cause. The Contractor shall provide immediate written notice to the OTDA if at any time the Contractor learns that its determination of an employee's fitness to perform duties under the terms of this Agreement was erroneous or has become erroneous by reason of changed circumstances.

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

3.5.7 **Non-Discrimination, Equal Employment Opportunity and Minority and Women-Owned Business Enterprise** – All work conducted under this contract must be in compliance with the specifications set forth in the applicable Request for Proposal and OTDA's policies and procedures set forth in Appendix A, Standard Clauses for NYS Contracts and as may be amended from time to time. By submission of its bid/proposal, the successful Contractor agrees that it will not discriminate against any employee or applicant for employment to the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, and as more fully set forth in paragraph five of Appendix A. By submission of its bid/proposal, the successful Contractor further agrees that it will comply with applicable Federal, State and Local requirements concerning EEO and opportunities for MWBEs, including but not limited to the statute and its implementing regulations as promulgated by the New York State Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-144), and as more fully set forth in paragraph twelve of Appendix A. The successful Contractor further agrees that it will comply with OTDA's Appendix Z, attached and incorporated by reference herein, for the specific EEO/MWBE requirements and associated forms required for this procurement.

3.5.8 **Confidentiality of Information**

3.5.8.1 The Contractor, its officers, agents and employees and subcontractors, shall treat all child support confidential information, as defined in 45 CFR 303.21(a), with particular emphasis on information relating to noncustodial and custodial parents and children, which is obtained by it through its performance under the Agreement, as confidential information as required by the laws of the State of New York and of the United States and any regulations, policies or guidelines promulgated thereunder. The Contractor must be in compliance with NYS Cyber Security Policy. A copy of this policy may be obtained on the following website:

http://www.dhses.ny.gov/ocs/resources/

3.5.8.2 In addition, State Directory of New Hire data shall be governed by the secrecy provisions of the New York State Tax Law.

3.5.8.3 All child support confidential information, whether in electronic, documentary, or other format, shall be deemed confidential and shall not be disclosed by the Contractor, its officers, agents and employees or subcontractors, without the prior written approval of the Commissioner of the OTDA or a designee or as required to perform the Services under this agreement pursuant to a process or procedure approved by the OTDA. The use of information obtained by the Contractor in the performance of its duties under the Agreement shall be limited to purposes directly connected with such duties

3.5.8.4 The Contractor may not furnish any information or documentation about the systems, processes, or Services performed under this Agreement without written consent of the OTDA.

3.5.8.5 The Contractor shall promptly advise the OTDA of all requests made to the Contractor for child support confidential information except requests made as part of the Services under this agreement pursuant to a process or procedure approved by the OTDA (e.g., parent calls to the Customer Service center). Information shall not be disclosed without written approval by the OTDA.

3.5.8.6 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 this provision.

3.5.9 **Systems Security and Data Access**

3.5.9.1 The Contractor agrees to develop, implement and update an Automated System Security and Data Access System and procedures to restrict access to confidential child support information, including New Hire Notification data, to authorized personnel only. All components/modules of such system that are necessary for the OTDA to track and monitor access to confidential child support information, systems, and supporting systems must be operational at all times The Automated System Security and Data Access System shall meet or exceed the applicable State and Federal systems requirements.

3.5.9.1.1 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.

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

3.5.9.1.3 The OTDA reserves the right to inspect the Contractor's systems and procedures to ascertain that the Contractor is adhering to the requirements of this Agreement, the approved system and procedures required in Section 3.5.9.1 of this RFP, the Security and Confidentiality Plan required in Section 3.5.9.2.3 of this RFP, and the secrecy provisions of the Tax Law and the Internal Revenue Code. The OTDA may perform such inspections without affording the Contractor prior notice thereof. In addition, when Performance Audit staff is on site for another purpose, if violations of security are observed, the OTDA reserves the right to require immediate corrective action.

3.5.9.2 Security and Confidentiality for Personnel

3.5.9.2.1 Security Procedures and Confidentiality - Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (ISBNA) set forth

in General Business Law Section 899-aa. Contractor shall be liable for all costs associated with its failure to comply with the system requirements and procedures in 3.5.9.1 of this RFP, the Security and Confidentiality Plan in 3.5.9.2.3, and the costs incurred under the ISBNA In the event the Contractor has reason to believe that there has been unauthorized access to and/or use of the OTDA's data or the data system, the Contractor must provide immediate written notification to OTDA. The Contractor shall not delay notification while it investigates or remedies the situation. The Contractor must cooperate with activities necessary for OTDA to determine the need for notification and/or to provide the notification(s) required. Within twenty-four (24) hours of the notification by Contractor, the Contractor must report to OTDA the steps taken or proposed to be taken in response to the instance of unauthorized access. The Contractor must also notify the OTDA of the steps taken to prevent similar instances in the future as soon as is practicable after the unauthorized access is discovered.

3.5.9.2.2 The Contractor agrees that all Contractor staff, including permanent and temporary employees, involved in providing Services pursuant to this Agreement shall agree to and sign a non-disclosure agreement, to be provided by the OTDA. In conjunction therewith, the Contractor shall cause each such employee, as a condition of employment, to furnish his or her Social Security number.

3.5.9.2.3 The Contractor agrees to develop, update and implement a Security and Confidentiality Plan that shall include, but not be limited to, a Security Training Module and a Physical Security component. The Security and Confidentiality Plan shall meet or exceed the applicable state and federal systems requirements. The Contractor agrees that all new staff will receive training in accordance with the agreed upon Security Training Module and that all returning/permanent staff will be required to participate in periodic training in accordance with a Security Training Module. All employees will be required to comply with all appropriate aspects of the Security and Confidentiality Plan which includes, but is not limited to, displaying/using a designated access card. All vendors and visitors will also be governed by the applicable aspects of the Physical Security component of the Security and Confidentiality Plan, such as signing in a logbook, and accessing the facility through the Vendor Corridor. An initial draft of this Plan shall be provided to the OTDA as part of the Transition Plan and shall be updated from time to time to meet any additional requirements imposed by state or federal law, regulation or policy during the Contract Term.

3.5.9.3 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 confidential child support information.

3.5.9.4 Audits - The OTDA reserves the right to audit the Contractor's systems and procedures to ascertain that the Contractor is adhering to the systems security and confidentiality provisions set forth in this Agreement and the Security and Confidentiality Plan. The OTDA may perform security audits without affording the Contractor prior notice. In addition, when the Performance Audit staff is on site for another purpose, if violations of security are observed, the OTDA reserves the right to require corrective action and to impose Liquidated Damages as identified in Section 6 of this RFP.

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

3.5.10 **Federal Tax Return Information**

3.5.10.1 Performance - In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following

requirements:

3.5.10.1.1 All work will be performed under the supervision of the contractor or the contractor's responsible employees.

3.5.10.1.2 Any Federal tax returns or return information, as defined in Internal Revenue Service Publication 1075 (hereafter referred to as returns or return information), made available shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.

3.5.10.1.3 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

3.5.10.1.4 No work involving returns and return information furnished under this Contract will be subcontracted without prior written approval of the IRS.

3.5.10.1.5 The Contractor will maintain a list of employees authorized access. Such list will be provided to the OTDA and, upon request, to the IRS reviewing office.

3.5.10.1.6 The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

3.5.10.2 Criminal/Civil Sanctions

3.5.10.2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as five thousand dollars ($5,000) or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than one thousand dollars ($1,000) with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

3.5.10.2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as one thousand dollars ($1,000) or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of one thousand dollars ($1,000) for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of

a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.

3.5.10.2.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 USC 552a(i)(1), which is made applicable to contractors by 5 USC 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than five thousand dollars ($5,000).

3.5.10.2.4 Granting a contractor access to Federal tax information (FTI) must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see IRS Publication 1075 Exhibit 4, Sanctions for unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

3.5.10.3 Inspections - The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

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

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

3.5.11.2 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.

3.5.12 **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, fire, explosions, earthquakes, flood, the elements, acts or omissions of public utilities, 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.

3.5.13 **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, via email, or shall be delivered in hand and a receipt granted.

3.5.14 **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.

3.5.15 **Intellectual Property Infringement**

3.5.15.1 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, copyrights, or other intellectual property rights 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. The State may participate in the defense of any such action.

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

3.5.15.3 If, in the Contractor's opinion, any equipment, materials or information used to perform Services under this Agreement is likely to or does become the subject of a claim of infringement of a United States patent, copyright, or other intellectual property interest, 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.

3.5.15.4 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, the OTDA shall send copies of all pleadings and documents forwarded to the Contractor, together with the forwarding correspondence, to the Attorney General, 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 indemnification set forth in the Agreement, the Contractor shall immediately notify the OTDA and the Attorney General 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.

3.5.16 **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.

3.5.17 **Standard of Interpretation**

3.5.17.1 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.

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

3.5.17.3 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 in the Agreement.

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

3.5.19 **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 OSC before becoming effective. The parties recognize that the Agreement is wholly executory and not binding until and unless approved by the OSC. 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.

3.5.20 **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.

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

3.5.22 **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.

3.5.23 **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.

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

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

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

3.5.26.1 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.

3.5.26.2 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.

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

3.5.27 **Liability**

3.5.27.1 Contractor shall be jointly and severally responsible and liable for the actions of its agents, employees, partners, or Subcontractors, for losses and damages arising from, but not limited to: (i) providing defective or inadequate specifications; (ii) defective or inadequate performance of Services or any obligation under the Agreement; (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; (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, Subcontractors or agents.

3.5.27.2 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.

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

3.5.27.4 Contractor's liability under this Agreement for failure to provide adequate Services or deliverables, or any obligation under the Agreement, regardless of whether such liability is asserted under a theory of contract breach, default, negligence, warranty, or damages under the performance standards, or otherwise, shall not exceed two (2) times the total value of the Contract for the entire Contract Term (including the value of extensions if any), as indicated in the State Financial System.

3.5.28 **Iran Divestment Act**

3.5.28.1 By entering into this Contract, Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it

will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before the OTDA may approve a request for Assignment of Contract.

3.5.28.2 During the term of the Contract, should the OTDA/OITS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the OTDA will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within ninety (90) days after the determination of such violation, then the OTDA shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default. The OTDA reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

3.5.29 **OTDA NYS MWBE Contract System Reporting Requirements** - The Contractor shall comply with the following OTDA New York State MWBE Contract System reporting requirements as set forth below:

3.5.29.1 The OTDA has developed compliance requirements to ensure that (i) all contractors as defined under Executive Law § 310 (3) (to include those who submit bids/proposals in an effort to be selected for contract award as well as those successful bidders/proposers with whom OTDA enters into State Contracts, as defined in Executive Law § 310 (13) [hereinafter "Contractors"], as well as proposed or actual "Subcontractors", as defined in Executive Law § 310 (14) shall comply with requirements to ensure equal employment opportunities for Minority Group Members and Women, and, (ii) there are meaningful participation opportunities for certified minority or women-owned business enterprises in the OTDA procurement process. Contractors participating in and/or selected for procurement opportunities with OTDA shall fulfill their obligations to comply with applicable Federal, State and Local requirements concerning EEO and opportunities for MWBEs, including but not limited to the Statute and its implementing regulations as promulgated by the New York State Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-144. Please refer to Appendix Z, attached and incorporated by reference herein, for the specific EEO/MWBE requirements. To streamline the MWBE compliance tracking, vendors may now report payments and track goals using an electronic monitoring and compliance system. The New York State Contract System will allow vendors to electronically update their contact information, provide subcontractor payment data for contract audits and provide revenue and payment data for concession audits. The system will also allow Subcontractors to enter the system to verify receipt of Contractor payments. Data is to be submitted without change to goals specified in this RFP or contract, unless otherwise authorized by the OTDA. The electronic monitoring and reporting system can be viewed at https://ny.newnycontracts.com/?TN=ny. The Vendor Guide and Vendor Training Manual are available on the OTDA's internet site at http://otda.ny.gov/contracts/mwbe/forms.asp.

3.5.29.2 Vendors who cannot access the electronic monitoring and compliance tracking system may also opt to submit hardcopy forms to the designated OTDA Program Manager. Please refer to Appendix Z, attached and incorporated by reference herein, for the specific EEO/MWBE requirements and associated forms required by this procurement.

These forms are to be submitted without change to goals specified in this RFP or contract, unless otherwise authorized by the OTDA. Copies of the required OTDA Forms are identified in this Appendix and available on OTDA"s Internet site at http://otda.ny.gov/contracts/mwbe/forms.asp.

3.5.30 **New York State Contractor Insurance Requirements** - Prior to the start of work the Contractor shall procure at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, policies of insurance as herein below set forth, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York ("admitted" carriers) with an A.M. Best Company rating of "A-" or better or as acceptable to the OTDA. The OTDA may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit; provided that nothing herein shall be construed to require the OTDA to accept insurance placed with a non-authorized carrier under any circumstances. The Contractor shall deliver to the OTDA evidence of such policies in a form acceptable to the Agency.

3.5.30.1 Contractor's Insurance Requirements

3.5.30.1.1 Conditions Applicable to Insurance - All policies of insurance required by the Contract resulting from this Agreement must meet the following requirements:

3.5.30.1.2 Coverage Types and Policy Limits - The types of coverage and policy limits required from the Contractor are specified in 3.5.30.2.

3.5.30.1.3 Policy Forms - Except as may be otherwise specifically provided herein or agreed in writing by the OTDA, policies must be written on an occurrence basis.

3.5.30.1.4 Certificates of Insurance/Notices – The Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the OTDA, before commencing any work under this Contract. Certificates shall reference the Contract Number. Certificates shall be mailed to:

NYS Office of Temporary and Disability Assistance
40 North Pearl Street, 12D BCM
Albany, NY 12243

3.5.30.1.5 Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to the OTDA. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the OTDA updated replacement Certificates of Insurance, and amendatory endorsements.

3.5.30.1.6 Certificates of Insurance shall:

3.5.30.1.6.1 Be in the form approved by the OTDA.

3.5.30.1.6.2 Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract.

3.5.30.1.6.3 Specify the Additional Insured and Named Insured as required herein.

3.5.30.1.6.4 Refer to the Contract by number and any other attachments on the face of the certificate.

3.5.30.1.6.5 When coverage is provided by a non-admitted carrier, be accompanied by a completed ELANY Affidavit; and

3.5.30.1.6.6 Be signed by an authorized representative of the insurance carrier or producer.

3.5.30.1.6.7 Only original documents (Certificates of Insurance and other attachments) will be accepted.

3.5.30.1.7 Primary Coverage - All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the OTDA for any claim arising from the Contractor's work under this Contract, or as a result of the Contractor's activities. Any other insurance maintained by the OTDA shall be excess of and shall not contribute with the Contractor's insurance regardless of the "other insurance" clause contained in the OTDA or the OTDA's own policy of insurance.

3.5.30.1.8 Policy Renewal/Expiration - At least two weeks prior to the expiration of any policy required by this Contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the OTDA than the expiring policies shall be delivered to the OTDA in the manner required for service of notice in 3.5.1.30.1.4 Certificates of Insurance/Notices above. If, at any time during the term of this Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Contract or proof thereof is not provided to the OTDA, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by the OTDA. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by the Contract or not providing proof of same in a form acceptable to the OTDA, shall not give rise to a delay claim or any other claim against the OTDA. Should the Contractor fail to provide or maintain any insurance required by this Contract, or proof thereof is not provided, the OTDA may withhold further contract payments, treat such failure as a breach or default of the Contract.

3.5.30.1.9 Self-Insured Retention/Deductibles - Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. Deductibles or self-insured retentions above $100,000 are subject to approval from the OTDA. The Contractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.

3.5.30.1.10 Subcontractors - Should the Contractor engage a Subcontractor, the Contractor shall endeavor to impose the insurance requirements of this document on the Subcontractor, as applicable. Required insurance limits should be determined commensurate with the work of the Subcontractor. Proof thereof shall be supplied to the OTDA.

3.5.30.1.11 Acceptance and/or approval by the OTDA does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

3.5.30.2 Insurance Requirements - The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

3.5.30.2.1 Commercial General Liability Insurance with a limit of not less than $2,000,000 each occurrence. Such liability shall be written on the ISO occurrence Form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad

form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage. If such insurance contains an aggregate limit, it shall apply separately on a per job basis.

3.5.30.2.2 Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. If employees will be working on, near or over navigable waters, US Longshore and Harbor Workers' Compensation Act endorsement must be included. The Alternate Employer Endorsement WC 00 03 01A must be included on the policy naming The People of the State of New York as the alternate employer for this contract.

3.5.30.2.3 Comprehensive Business Automobile Liability Insurance with a limit of not less than two million dollars ($2,000,000) each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

3.5.30.2.4 If providing professional occupation job titles, the Contractor shall maintain errors and omissions liability insurance with a limit of not less than two million dollars ($2,000,000) per loss.

3.5.30.2.5 Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and, if the project involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product hazardous material or substance, it may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring, or laboratory analyses.

3.5.30.2.6 If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under this Contract is completed. Written proof of this extended reporting period must be provided to the OTDA prior to the policy's expiration or cancellation.

3.5.30.2.7 Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the OTDA, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against the OTDA or (ii) any other form of permission for the release of the OTDA.

3.5.30.2.8 Workers' Compensation Insurance and Disability Benefits Requirements:

3.5.30.2.8.1 Workers' Compensation Law (WCL) §57 & §220 requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses or contracts document it has appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract. Failure to provide proof of such coverage or a legal exemption will result in a rejection of your bid or renewal.

3.5.30.2.8.2 Proof of Compliance with Workers' Compensation Coverage Requirements:

3.5.30.2.8.2.1 An ACORD form is NOT acceptable proof of workers' compensation coverage. In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, a contractor shall:

3.5.30.2.8.2.1.1 Be legally exempt from obtaining Workers' Compensation insurance coverage; or

3.5.30.2.8.2.1.2 Obtain such coverage from an insurance carrier; or

3.5.30.2.8.2.1.3 Be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan.

3.5.30.2.8.2.2 A contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to the OTDA at the time of bid submission or shortly after the opening of bids:

3.5.30.2.8.2.2.1 Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website:
www.wcb.ny.gov

3.5.30.2.8.2.2.2 Certificate of Workers' Compensation Insurance:

3.5.30.2.8.2.2.3 Form C-105.2 (9/07) if coverage is provided by the contractor's insurance carrier, contractor must request its carrier to send this form to the New York State OTDA; or

3.5.30.2.8.2.2.4 Form U-26.3 if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to the OTDA.

3.5.30.2.8.2.2.5 Form SI-12, Certificate of Workers' Compensation Self-Insurance available from the New York State Workers' Compensation Board's Self-Insurance Office.

3.5.30.2.8.2.2.6 Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance available from the contractor's Group Self-Insurance Administrator.

3.5.30.2.9 Proof of Compliance with Disability Benefits Coverage Requirements:

3.5.30.2.9.1 In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, a contractor shall:

3.5.30.2.9.1.1 Be legally exempt from obtaining disability benefits coverage; or

3.5.30.2.9.1.2 Obtain such coverage from an insurance carrier; or

3.5.30.2.9.1.3 Be a Board-approved self-insured employer.

3.5.30.2.10 A contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to the OTDA at the time of bid submission or shortly after the opening of bids:

3.5.30.2.10.1 Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov); (Reference applicable RFP and Group #s on the form).

3.5.30.2.10.2 Form DB-120.1, Certificate of Disability Benefits Insurance. Contractor must request its business insurance carrier to send this form to the OTDA; or

3.5.30.2.10.3 Form DB-155, Certificate of Disability Benefits Self-Insurance. The Contractor must call

the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

3.5.30.2.11 For additional information regarding Workers' Compensation and Disability Benefits requirements, please refer to the New York State Workers' Compensation Board website at:

http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp

3.5.30.2.12 When submitting the appropriate Worker's Compensation form and Disability Benefits form as referenced above, The Office of Temporary and Disability Assistance, 40 North Pearl Street, Albany, NY 12243, must be named as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder), Issuing Government Entity, or otherwise identified as required by the form.

3.5.30.2.13 Requirements related to Contractor Debarments:

3.5.30.2.13.1 Contracting entities must ensure that for any public work contract subject to Article 8 of the New York State Labor Law, including amendments or renewals that extend the term of an existing contract, no bid is accepted from, or contract or subcontract awarded to, a vendor or any substantially owned affiliate of a vendor, that is debarred pursuant to WCL Section 141-b. The contracting entity must check the Workers' Compensation Board Debarment List at http://dbr.labor.state.ny.us/EDList/searchPage.do to verify that no contractor or subcontractor is debarred pursuant to WCL Section141-b.

3.5.30.2.13.2 Contracting entities should include in all public work contracts subject to WCL Section 141-b, a provision that provides notice to the contractor that the contract may be terminated if it is later determined that at the time of either the bid submission or contract award, the contractor was, in fact, debarred by WCL Section 141-b, or was the substantially owned affiliate of a debarred contractor. Additionally, the contract should include a provision that allows the State to require the contractor to replace, at no additional charge to the State, any subcontractor who the State or the contractor subsequently learns was debarred.

3.5.30.2.13.3 Note: For contracts which are subject to the prevailing wage laws, the contracting entity is also reminded to check the debarment list maintained by the New York State Department of Labor at http://dbr.labor.state.ny.us/EDList/searchPage.do to ensure that bids are not accepted from, nor awards made to, vendors who have been debarred for violations of those laws. Although WCL debarment applies only to public work contracts covered by Article 8 of the Labor Law, prevailing wage debarments apply to public work contracts governed by Articles 8 and 9 of the Labor Law.

3.5.31 **Federal Statutory Requirements**

3.5.31.1 By signing this Agreement, the Contractor agrees to comply with the requirements of the Federal Statutes referenced in Appendix N as stated therein.

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Section 4 OPERATIONS TASKS

Sections 4 and 5 of this RFP set forth the work, tasks, and functional requirements to be performed for each Centralized Operation (Scope of Work). Section 5 also establishes certain performance standards associated with each Centralized Operation. When preparing Bid Proposals, Offeror responses shall address how they will perform the Scope of Work set forth in both Sections 4 and 5 of this RFP.

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 Sections 4.1 herein, 5.1, and 6 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), and the Non-IV-D Services Unit 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 system; facilitates the 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, insufficient fund (NSF) payments, child support system 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., income provider listings, noncustodial parent, property execution, and personal injury claim coupons, uniform EFT/EDI formats, etc.);
- creation of sort patterns that must occur to support special processing and payment summarization requirements;
- audit trails and data gathering requirements for various types/sources of payments (e.g., income provider payments, property execution payments, etc.); and
- maintaining documentation in an electronic digital format.

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

4.1.1 **<u>Mail Receipt, Opening and Sorting</u>** – 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 <u>Post Office Boxes</u> - The Contractor must maintain the post office boxes, which have been established for receipt of payments. The post office boxes are located at the USPS General Mail Facility (hereinafter USPS Facility) on Old Karner Road in Albany, New York.

4.1.1.2 <u>Receiving Mail</u> - The Contractor is responsible for obtaining the mail from the post office boxes 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 boxes that day. The amount of time available to the Contractor to meet

the payment processing standards outlined in Section 5.1 of this RFP depends solely on the Contractor obtaining all mail each day as early 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 AM, EST, each day thus extending payment processing time for the Contractor. In addition the USPS sorts oversized envelopes, express and certified mail separately, with that mail available for pick up at 8:30 AM, EST, 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 boxes is retrieved and processed each day in accordance with the performance standards noted in Sections 5 and 6 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 sixty (60) 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, property execution, and personal injury claim 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 data files from the Banking Service Contractor; and

4.1.1.2.2.4 verifying by matching to the voice response system master file the existence and accuracy of the child support case identifiers provided with a payment whether mail or electronic.

4.1.1.2.3 Mail pick-up times are the Contractor's responsibility to coordinate with the USPS staff at the USPS Facility on Old Karner Road in Albany, New York. The Contractor must use a secure courier when transporting mail from the USPS 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 Section 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 USPS 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 and to preserve any return address. The Contractor must open each envelope, remove all contents, keep envelope and contents (e.g., check stubs, coupons, and income provider listings) together, separate cash payments from non-cash payments, 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 Section 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 Appendix M of this RFP. Payments made payable to a payee, other than those listed in Appendix M 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 Payments only

4.1.1.6.2 Payments and correspondence

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

4.1.1.6.4 New York State Child Support Processing Center correspondence only

4.1.1.6.5 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 sorted by the Contractor for full and proper processing of every payment are noted in Section 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
- Income provider payments
- Property Execution and personal injury claim 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 name; child support case identifier 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 Section 5.1.1.4.4 of this RFP.

4.1.1.10 Correspondence With Payment – If a payment and correspondence are included in the same envelope, the front of the envelope must be copied, and the back, if it contains any marking, by processing 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 Customer Service and processed 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 child support case identifier 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 Section 4.5.6 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 data file format requirements and other general reporting requirements as noted in Sections 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 Sections 4.1, 5.1, and 6 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 Sections 4.1.2.4, 5.1, and 5.11 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, property execution, and personal injury claim coupons that can be supported by the coupon generating process required in Section 4.3 of this RFP;

4.1.2.1.2 Electronic payment submission formats (e.g., EFT or TCPIP/FTP file transfers, etc.). Within EFT identify, segregate, and process in the required format, payments from income providers, other states' child support agencies, noncustodial parents, property executions, and personal injury claim payments.

4.1.2.1.3 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 documentation (i.e., payments and various attachments [e.g., envelopes, stubs, listings, coupons, etc.]). Acceptable formats and specific requirements are noted in Section 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 Sections 4.1.2.7 and 4.1.6.2 of this RFP, respectively.

4.1.2.3 Researching Unidentified Payments – Any payment and accompanying documentation that are received from any source without a child support case identifier is, in the first instance, considered unidentified. For any 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 the child support system as noted in Section 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 child support case identifier
-County name

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 child support database in accordance with Section 4.1.2.3 of this RFP.

4.1.2.3.2 Access the child support system, an on-line database maintained for all fifty-eight (58) local districts and the Non-IV-D Services Unit, by signing on with their OTDA issued identification number and password. The OTDA's database is accessible at the following times with noted exceptions:

4.1.2.3.2.1 All local districts and Non-IV-D Services Unit except New York City
Monday - Friday 7:30 AM - 7:00 PM, EST
Every Saturday 8:00 AM - 3:30 PM, EST, except it may not be available the last Saturday of the month

4.1.2.3.2.2 New York City
Monday - Friday 8:00 AM - 7:00 PM, EST
Every Saturday 8:30 AM - 3:30 PM, EST, except it may not be available the last Saturday of the month

4.1.2.3.3 Perform a search of the child support 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 child support case identifier(s) to which the payment should be posted. The degree of difficulty encountered in effecting child support case identification varies according to the caseload of Non-IV-D Services Unit and local districts. Hamilton County, with 148 child support accounts is at one end of the spectrum, while New York City, with 284,058 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:

4.1.2.3.3.1 Noncustodial/Custodial Parent Name Search: matching the custodial or noncustodial parent name on a child support 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 child support account.

4.1.2.3.3.2 Social Security Number Search: matching the custodial or noncustodial parent Social Security number on a child support account to an identical Social Security number 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 child support account.

4.1.2.3.3.3 Docket Number Search: matching the docket number on a child support 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 child support 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 child support account with the same custodial parent. If additional child support accounts are found for a particular noncustodial parent, the Contractor must complete Multiple Account Identification Procedures noted in Section 4.1.2.3.6 of this RFP.

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

4.1.2.3.4.1 A single noncustodial parent child support account is identified, the Contractor must extract and record data in accordance with Section 4.1.2.4 of this RFP.

4.1.2.3.4.2 Multiple noncustodial parent child support account are identified, the Contractor must complete Multiple Account Identification Procedures as noted in Section 4.1.2.3.6 of this RFP.

4.1.2.3.5 For a payment, if a match does not identify a child support account for the noncustodial parent as a result of completing tasks associated with Section 4.1.2.3.3 of this RFP, the Contractor must follow procedures for Posting Payments to a Suspense Account as noted in Section 4.1.2.3.8 of this RFP.

4.1.2.3.6 Multiple Child Support Accounts - The Contractor must prorate payments when an unidentified payment has been found to be identified to a particular noncustodial parent that has multiple active child support accounts. The Contractor must follow the OTDA's Proration of Payments Procedures training manual (referenced in Appendix H of this RFP) for determining the amount of the payment (some, all or none) to be applied to the various accounts.

4.1.2.3.7 Contact with Income Providers, Financial Institutions, and Other Child Support Agencies – If the payment received from an Income Provider, Financial Institution, or a Child Support Agencies does not contain the at least two (2) identifiers or the payment and supporting documentation do not balance, or is not signed the Contractor must contact the remitter to obtain the case number and the amount per case for posting the payment or to obtain approval for deposit.

4.1.2.3.7.1 The Contractor must obtain the telephone numbers for income providers, financial institutions, and child support agencies using multiple resources for directory assistance, including the child support system.

4.1.2.3.7.2 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 payments without sufficient posting information.

4.1.2.3.7.3 A complete record of the 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 posting to a child support case and a copy must be maintained the in the Contractor's records.

4.1.2.3.7.4 The Contractor must obtain the following information for each payment processed:

-Name of local district or Non-IV-D Services Unit
-Name of noncustodial parent
-Child support case number
-Amount per case number, or
-Approval from authorizing signature

4.1.2.3.7.5 Payments requiring 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 USPS post office box for pick up by the payment processing courier as noted in this Section and Section 5.1 of this RFP (e.g., payment received at post office box on Tuesday, must be included on Thursday payment file).

4.1.2.3.7.6 A report must be provided to the OTDA on a monthly basis of those income providers, financial institutions, or child support agencies that have been contacted more than three (3) separate times within a two (2) month period and do not comply with providing required payment processing information.

4.1.2.3.8 Posting Payments to a Child Support System Suspense Account - The Contractor must verify that research has been completed as required in Section 4.1.2.3 herein of this RFP or that contact has been unsuccessful with the income provider, financial institution or child support agency. The Contractor must record and post the payment to a specific child support system suspense account as designated by the respective local SCU, or as designated by the OTDA for the Non-IV-D Services Unit, for accounting of unidentified payments. The Contractor must record the information on the payment data file in the format required in 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 Section 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 Contractor is responsible for quality assurance measures sufficient to ensure meeting the required milestones, deliverables and performance measures outlined in Section 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 remitter of previously remitted payments with insufficient funds (NSF);

4.1.2.4.1.2 verifying that the child support case identifier recorded for each payment is a valid number originally issued by the child support system (i.e., ensures that all nine (9) characters exactly match);

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 and Non-IV-D Services Unit – 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 mailed with hard copy listing containing noncustodial parent payment data;

4.1.2.5.2.2 single payment made payable to New York State Child Support Processing Center mailed with a cartridge or computer tape containing noncustodial parent payment data;

4.1.2.5.2.3 EFT to New York State Child Support Processing Center bank account accompanied with electronic data information (EDI) representing noncustodial parent payment data. EFT/EDI acceptable only in CCD+, CTX, and IAT banking conventions where noncustodial parent payment data is provided in the addendum record to be included with the CCD+, CTX, or IAT transaction;

4.1.2.5.2.4 EFT to New York State Child Support Processing Center bank account and noncustodial parent data in the form of hard copy listing mailed separately; and

4.1.2.5.2.5 EFT to New York State Child Support Processing Center bank account and noncustodial parent payment data on cartridge or computer tape mailed to Processing Center.

4.1.2.5.3 Processing Multiple SCU and Non-IV-D Services Unit Payments – The Contractor must process multiple SCU and Non-IV-D Services Unit payments as follows:

4.1.2.5.3.1 verify that the total amount remitted for all child support accounts equals the total amount of the individual noncustodial parent payments for all SCUs and Non-IV-D Services Unit accounts.

4.1.2.5.3.2 segregate each SCU and Non-IV-D Services Unit payment and capture the required data for each individual noncustodial parent payment as noted in Section 4.1.2.4 of this RFP.

4.1.2.5.3.3 payments must be deposited into the New York State Child Support Processing Center bank account.

4.1.2.5.3.4 each local district's and Non-IV-D Services Unit's funds must be transferred from the New York State Child Support Processing Center bank account to their respective 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 and Non-IV-D Services Unit payment has been accounted for and fully processed.

4.1.2.5.4 Payments Received by Electronic Funds Transfer – 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.

4.1.2.5.4.2 single or multiple income provider 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 foreign child support agencies' EFT payments accompanied with EDI. EFT/EDI acceptable only in IAT banking convention where noncustodial parent information is provided in an addendum record.

4.1.2.5.4.5 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.

4.1.2.5.4.6 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.

4.1.2.5.4.7 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:

4.1.2.5.4.7.1 receive EFT/EDI information from Banking Services Contractor using TCPIP protocol via secure FTP with PGP encryption.

4.1.2.5.4.7.2 complete data capture tasks sufficient to obtain information to include all EFT/EDI payments on the daily payment data file (see Sections 4.1.2.1.2 and 4.1.2.4 of this RFP).

4.1.2.5.4.7.3 maintain and assign unique processing identifier for EFT/EDI payments.

4.1.2.5.4.7.4 record a unique EFT transaction number for each payment transaction on the data file sent to the OTDA that will provide a sufficient audit trail acceptable to the OTDA.

4.1.2.5.4.7.5 reconcile total EFT/EDI transactions from Banking Services Contractor to data file created.

4.1.2.5.5 Property Execution/Personal Injury Claim Payments – The Contractor must develop a process for Property Execution/Personal injury claim payments received in either of the following formats:

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/Personal Injury Claim, including those containing the words "levy" or "Thrift Savings".

4.1.2.5.5.1.3 FAX walk-in sheet from a local district with Property Execution/Personal Injury Claim information.

4.1.2.5.5.1.4 EFT/EDI from Banking Services Contractor with unique Property Execution/Personal Injury Claim identifier.

4.1.2.5.5.2 Property Execution/Personal Injury Claim 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 data file 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/ Personal Injury Claim payments (see Section 4.1.2.5.4.5 of this RFP).

4.1.2.5.5.2.4 record a unique EFT transaction number for each payment transaction on the data file 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 data file created.

4.1.2.5.6 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 income provider, 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 process in accordance with Sections 4.1 herein and 5.1 of this RFP.

4.1.2.5.8 Electronically Submitted Income Provider Payments (Other Than EFT) – The Contractor must receive electronically submitted income provider 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 ACH wire of payment and mail receipt of individual noncustodial parent information on cartridge or computer tape.

4.1.2.5.8.3 ACH wire 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 ACH wire 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 data file to be sent to the OTDA (see Section 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 data file to be sent to the OTDA, to the sum of the ACH wire amounts from the Banking Services Contractor and the sum of the payments received with and computer cartridges/tapes.

4.1.2.5.8.5 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 Section 5.11 of this RFP).

4.1.2.5.8.6 Include payments on the data file to be sent to the OTDA (see Section 5.1.3.5 of this RFP).

4.1.2.5.9 Walk-In Payment Received at SCUs – The Contractor must process Walk-In payments as follows:

4.1.2.5.9.1 electronically receipt payment information from local district SCUs 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 data file to be sent to the OTDA (see Section 5.1.3.6 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 data file to be sent to the OTDA (see Section 5.1.3.6 of this RFP).

4.1.2.6 Verifying Remittance Totals – In order to support the accountability; data file 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 remitter.

4.1.2.6.2 Independently verifying payment amount totals to similar group totals on the payment data file prior to sending that data file to the OTDA by entering the total amount of each group of payments, obtained from completing Section 4.1.2.6.1 of this RFP, into a software application that will automatically verify and identify any discrepancy with data file totals. The file must not be transmitted to the OTDA until every local district and Non-IV-D Services Unit data file total is in balance with the total deposit and subsequent wire transfers to be made for the respective local district and Non-IV-D Services Unit.

4.1.2.6.3 Reconciling any discrepancies identified in Section 4.1.2.6.2 of this RFP prior to transmitting the payment data file 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 Child Support Processing Center Bank Account

-"FOR DEPOSIT ONLY"
- New York State Child Support Processing Center 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 or Non-IV-D Services Unit
-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 New York State Child Support Processing Center.

4.1.2.6.6 Verifying each local district and Non-IV-D Services Unit payment file data to each local district and Non-IV-D Services Unit wire transfer to the total deposit and reconciled discrepancies.

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 data file.

4.1.2.7.1.2 print a summary deposit report.

4.1.2.7.1.3 verify, by individual data file, total payment data to each local district and Non-IV-D Services Unit wire transfer to the total deposit and reconcile discrepancies;

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 and Non-IV-D Services
-File #5: New York City

4.1.2.7.2.2 transmit electronically via TCPIP/FTP, five separate payment data files 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 the child support system 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 Section 5.1.3.15.4 of this RFP.

4.1.2.7.2.5 provide electronic copies of consolidated Payment Detail Report to the OTDA as required.

4.1.2.7.2.6 backup, to the electronically transmitted data file in those instances where transmission cannot be completed, will be to provide the data file 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 Creating and Transmitting Electronic Deposit Data Files to the Bank Under Contract to the OTDA – The Contractor must create and transmit to the bank under contract to the OTDA a daily electronic deposit data file in the format required by the OTDA. The Contractor must, at a minimum, perform the following tasks:

4.1.3.1.1 Verify deposit amounts by ten-keying individual deposit amounts and by ten-keying deposit batch totals and reconciling the total deposit to the deposit summary report prepared in Section 4.1.2.6.5 of this RFP.

4.1.3.1.2 Create electronic deposit data files OTDA in the format required in Appendix F of this RFP.

4.1.3.1.3 Create and print a consolidated report of transactions contained on the payment data file.

4.1.3.1.4 Print a summary deposit report.

4.1.3.1.5 Verify, by individual data file, total payment data to each local district and Non-IV-D Services Unit wire transfer to the total deposit and reconcile discrepancies.

4.1.3.1.6 Retain financial instruments from the electronic deposit data file in labeled containers in a secured area for a minimum of ten (10) days, then confidentially destroy in a secure and confidential manner.

4.1.3.1.7 Transmitting Payment Data - The Contractor must perform the following tasks:

4.1.3.1.7.1 transmit electronically via TCPIP/FTP, electronic deposit data files to the bank under contract to the OTDA each file in the format required in Appendix F of this RFP Monday through Friday, excluding OTDA holidays.

4.1.3.1.7.2 retain acknowledgements that the electronic deposit data file was received and

accepted, with or without adjustments.

4.1.3.1.7.3 if electronic deposit data file transmission fails, prepare the electronic deposit to be sent to the bank under contract to the OTDA with the physical deposit.

4.1.3.1.7.4 complete an electronic deposit data file transmission log in accordance with Section 5.1.3.15.4 of this RFP.

4.1.3.1.7.5 provide electronic copies of the consolidated Payment Detail Report to the OTDA as required.

4.1.3.1.7.6 backup, to the electronically transmitted data file in those instances where transmission cannot be completed, will be to provide the data file on cartridge or computer tape as directed by the OTDA and for the Contractor to deliver it to the OTDA.

4.1.3.2 Preparing Deposit Slips for Physical Deposits - Items for physical deposit are to include cash, foreign items, and items rejected from electronic deposits as defined in 4.1.3.1. The Contractor must complete the following tasks:

4.1.3.2.1 Verify deposit amounts for physical deposits by ten-keying individual deposit amounts, ten-keying deposit batch totals, and reconciling the total deposit to the deposit summary report prepared in Section 4.1.2.6.5 of this RFP.

4.1.3.3 Delivery of Deposits for Physical Deposits - Sign over the deposits to a bonded courier, which delivers them to the Banking Services Contractor facility Monday through Friday by 10:00 AM, EST.

4.1.3.3.1 Retain courier pickup receipt and deposit receipt for each physical deposit.

4.1.4 **Insufficient Funds (NSF) Collections** – The Contractor is required to secure collection on all deposited payment instruments returned from the bank as unpaid.

4.1.5 **Market Submission of Payments** – The Contractor must promote and secure the submission of child support payments from noncustodial parents, income providers, financial institutions, and other child support agencies, including submission through electronic means.

4.1.5.1 The Contractor must prepare marketing and educational material for the OTDA's approval by the first (1st) day of Operations. The marketing and educational material must be user friendly, convenient, low cost; available electronically and in hard copy; and support web based payments, debit card payments, reoccurring withdrawals, credit card payments, EFTs, and data files with ACH wire transfers.

4.1.5.2 On a daily basis the Contractor must identify potential electronic remitters from reviewing payment processing, the OTDA, and inquiries. The Contractor must provide remitting parties with the marketing and educational material by mail or email, including data file requirements.

4.1.5.3 The Contractor must assist with account reconciliation of child support cases and initiate and approve testing of data files containing child support data when converting remitters to electronic submission.

4.1.5.4 A complete record of marketing and educational activity must be documented including the outcome of the activity.

4.1.6 **Controls and Records**

4.1.6.1 Maintaining Controls - The Contractor must perform all tasks by:

4.1.6.1.1 Maintaining sufficient controls and records that conform to GAAP.

4.1.6.1.2 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 New York State, the OTDA requirements, and applicable industry standards.

4.1.6.1.3 Conducting internal audits to ensure accountability of funds.

4.1.6.1.4 Maintaining sufficient controls to ensure that every payment received is fully processed and accounted for.

4.1.6.2 Documentation/Records - The Contractor must provide the documentation and/or records electronically (see Section 5.1.3.10 of this RFP) for the following items:

4.1.6.2.1 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, EDI records, proration worksheets, correspondence, envelopes, and pay listings).

4.1.6.2.2 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 payments, coupons, envelopes, and the source documentation received with each payment.

4.1.6.2.3 Rejected Transaction Documentation - On a daily basis, the Contractor must determine for each of the fifty-eight (58) local districts and Non-IV-D Services Unit, the rejected payment processing transactions from the previous day's processing. The Contractor must electronically provide the payment processing documentation for each of the rejected transactions including readable copies mirroring the 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 and/or the OTDA.

4.1.6.3 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 Section 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.

4.1.6.4 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.

4.1.6.5 Insufficient 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 remitter as the result of previous NSF, misdirected payments, post-dated, lack of signature etc.

4.1.6.6 Payment Sampling - The Contractor must support any payment sampling process required by the OTDA by providing, at a minimum, the following:

4.1.6.6.1 A copy of the payment file(s) on:

-electronic media
-magnetic media;
-hard copy; or
-both magnetic media and hard copy.

4.1.6.6.2 the format and payment file layout of the payment file(s), which contains all payment transactions, transmitted to the OTDA.

4.1.6.6.3 providing workspace at the New York State Child Support Processing Center as deemed necessary by the OTDA to allow for the sampling of payments.

4.1.6.6.4 providing sufficient access, as determined by the OTDA, at the New York State Child Support Processing Center to the following:

- personal computer(s), which can access child support system 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: income provider listings, check stubs, etc.

4.1.6.6.5 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.

4.1.6.7 Security - The Contractor must secure payment operations by:

4.1.6.7.1 Limiting access to payment processing operations to only authorized staff as well as taking into consideration the required separation of functions as noted in Section 5.1.1.4.8 of this RFP.

4.1.6.7.2 Maintaining camera surveillance of entire payment processing operation to include recording activities.

4.1.6.7.3 Providing secured facility and limit access to payments not processed each day.

4.1.6.7.4 Maintaining a log of visitors, issue visitors badges and ensure visitors are accompanied throughout their visit.

4.1.6.7.5 Notifying and seeking the OTDA prior approval before conducting tours of the processing facility.

4.1.6.7.6 Restricting staff from bringing personal items into payment processing area.

4.1.6.7.7 Maintaining a security checklist whereby designated supervisory personnel perform a

thorough security review immediately after payment processing operations are completed each day.

4.1.6.8 Management Reports - The Contractor must provide, at a minimum, the reports required in accordance with Sections 5.1 and 5.11 of this RFP, as well as any other reports deemed necessary by the OTDA in support of the milestones, deliverables, and performance standards noted in Sections 4.1 herein, 5.1, and 6 of this RFP.

4.1.7 **OTDA Responsibilities**

4.1.7.1 Local District Mailing Addresses - The OTDA will provide the Contractor with the addresses for each local district to which the following items must be provided:

4.1.7.1.1 Correspondence received.

4.1.7.1.2 Supply of SCU pre-printed receipts and blank deposit slips for walk-in payments.

4.1.7.1.3 Reimbursement for payment processing errors.

4.1.7.2 Accessing the Child Support System - The OTDA will provide access to child support system by:

4.1.7.2.1 Assigning to designated Contractor staff a system sign-on and password, which enables them to access each local district and Non-IV-D Services Unit database for the purpose of inquiry only.

4.1.7.2.2 Providing and maintaining the telecommunications line between the Contractor and the OTDA's mainframe link to the child support system.

4.1.7.2.3 Providing site survey and installation of the telephone lines to support child support system access.

4.1.7.2.4 Ensuring accessibility of child support databases at below noted timeframes:

4.1.7.2.4.1 All Local Districts, except New York City, and Non-IV-D Services Unit:
-Monday - Friday 7:30 AM - 7:00 PM, EST
-Every Saturday 8:00 AM - 3:30 PM, EST, except not available the last Saturday of the month

4.1.7.2.4.2 New York City:
-Monday - Friday 8:00 AM - 7:00 PM, EST
-Every Saturday 8:30 AM - 3:30 PM, EST, except not available the last Saturday of the month

4.1.7.3 Child Support System Research Procedures - The OTDA will provide the Contractor with the most current child support system research procedures to be completed by the Contractor upon receipt of payments without a child support case identifier or upon verification that the child support case identifier provided with the payment is not a valid child support system account numbering in a particular local district. The OTDA will provide updated procedures as it determines necessary to ensure that child support case identifiers are ascertained in the most thorough and accurate manner.

4.1.7.4 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 child support 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.

4.1.7.5 Child Support System Suspense Accounts - The OTDA will provide the Contractor with the most current child support system 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 income provider payment to a specific noncustodial parent child support case identifier when completing child support system research as noted in Section 4.1.2.3 of this RFP).

4.1.7.6 Bank Account Numbers and Blank Deposit Slips for Depositing and Transferring Payments - The OTDA will provide the Contractor with each local district's SCU and Non-IV-D Services Unit bank account number for the purpose of wire transferring funds. The OTDA will provide the Contractor with the bank account number of the New York State Child Support Processing Center bank account for the purpose of depositing/transferring funds.

4.1.7.6.1 The OTDA will provide the Contractor with an initial stock of supplies for depositing to the New York State Child Support Processing Center bank account. The Contractor will be responsible for ordering additional supplies from the OTDA Banking Service Contractor.

4.1.7.6.2 The OTDA will provide a contact person for the Banking Services Contractor for ordering of deposit slips.

4.1.7.7 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.

4.1.7.8 Payment Documentation - The OTDA will provide the Contractor with imaged electronic documentation totaling 3.5 terabytes of information in .jpeg and .tiff formats for the prior six (6) years.

4.1.7.9 Local district changes in addresses.

4.1.7.10 OTDA/DCSE Website Address.

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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 Sections 4.2 herein, 5.2, and 6 of this RFP. The disbursement functions entail generating checks; issuing and monitoring debit cards; receiving and transferring issuance and EFT files; and maintaining accountability and control for all tasks associated with those functions. **Note that the functions regarding issuance and monitoring of debit cards will not apply if the OTDA determines to award the debit card functions through another solicitation.**

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 data files 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 data files 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**

4.2.1.1 The OTDA is soliciting Bid Proposals for the operation of debit card services under both the January 2015 Banking Services in Support of Centralized Support Collection and Enforcement Invitation for Bid (IFB) and this RFP. The OTDA, in its sole discretion, will award the debit card disbursement process to the selected Contractor of either procurement that proposes the most favorable debit card pricing.

4.2.1.2 The Contractor must ensure adequate access for Automated Teller Machines (ATMs) and Bank Teller withdrawals.

4.2.1.3 No Fee Transactions – The Contractor must provide two (2) transaction/surcharge fee free ATM withdrawal transactions per month per cardholder at in-network ATM locations.

4.2.1.3.1 Balance inquiry transactions at in-network ATMs, as well as transactions that are denied, reversed, voided, or adjusted either partially or completely, will not be counted toward the allotted two (2) free in-network withdrawals and shall not be billable to the OTDA or the cardholder. Any ATM usage transaction fee deducted from the cardholder's cash account accompanying a balance inquiry, denied, reversed, voided, or adjusted transactions either partially or completely, must be credited back to the cardholder account immediately. Surcharged ATM cash transactions may not incur usage transaction fees (interchange and switch fees) that will be billable to the OTDA or to the cardholder. Once the cardholder has performed two (2) free in-network ATM withdrawals per month, the cardholder will be charged by the Contractor for any additional ATM usage fees associated with cash withdrawals at the rate proposed by the Offeror on Appendix C, Form CS-1E(b), not to exceed .$50 per withdrawal for the remainder of the calendar month. The number of free ATM usage transactions is based

on a calendar month and is not affected by the status of the account, nor whether the benefits were posted/deposited to the account during the month. Cash withdrawals and balance inquiries at other than in-network ATM locations will be charged to the cardholder at the rate proposed by the Offeror on Appendix C, Form CS-1E(b), not to exceed .$50 per inquiry or withdrawal.

4.2.1.4 Debit Cards Issuance

4.2.1.4.1 Brandmark – The Contractor must provide debit cards carrying either a Mastercard or Visa brandmark.

4.2.1.4.2 Graphics – The Contractor must provide for the debit card graphics, as approved by the OTDA.

4.2.1.4.3 Multiple Child Support Accounts – The Contractor must issue one (1) debit card per custodial parent with multiple child support accounts.

4.2.1.4.4 Supply On-Hand – The Contractor must maintain on-hand, a two (2) month supply of debit cards sufficient to cover the number of debit card issued for the previous two (2) months.

4.2.1.4.5 Mailings - The Contractor must issue notices to custodial parents within five (5) days of receiving a data file from the OTDA. The Contractor must mail debit cards within five (5) days of a qualified requestor's receipt of a request for enrollment, or receipt of a request for a replacement card. The envelope must contain a New York return address approved by the OTDA.

4.2.1.4.6 Bank Accounts – The Contractor must establish individual banking accounts for custodial parents who elect or are pre-enrolled in the OTDA debit card program. The Contractor must manage the individual bank accounts in compliance with banking rules and regulations.

4.2.1.5 Returned Mail – Debit Card Enrollment Notices

4.2.1.5.1 Debit Card Enrollment Notices with a New Address – Notices returned with a new address are to be processed as follows:

4.2.1.5.1.1 Place original contents in a new envelope, enter the new address as the mailing address, and mail the new envelope.

4.2.1.5.1.2 Update the debit card record to reflect the date of the new mailing and address.

4.2.1.5.1.3 Retain a copy of the USPS notification providing the new address along with supporting documentation of the undeliverable notice for sixty (60) days, and then destroy in a secure and confidential manner.

4.2.1.5.1.4 Provide to the OTDA a list containing the new mailing addresses for custodial parents in an electronic format approved by the OTDA.

4.2.1.6 Debit Card Enrollment Notices without a New Address - Notices returned without a new address are to be processed as follows:

4.2.1.6.1 Provide in an electronic format approved by the OTDA, a list of cases to be researched in the child support system to obtain a current mailing address for the custodial parent.

4.2.1.6.2 If a new address for the custodial parent is provided, the Contractor must perform the tasks in Sections 4.2.1.5.1.1 and 4.2.1.5.1.2 of this RFP.

4.2.1.6.3 If no new address is provided for the custodial parent, the Contractor must perform the following:

4.2.1.6.3.1 Retain the original notice for sixty (60) days.

4.2.1.6.3.2 Retain a copy of the USPS notification along with supporting documentation of the undeliverable notice for sixty (60) days, and then destroy in a secure and confidential manner.

4.2.1.6.3.3 Update the debit card record to reflect the returned notice.

4.2.1.6.3.4 Provide in an electronic format approved by the OTDA, a list of cases to be updated, in the child support system to reflect the undeliverable address for the custodial parent.

4.2.1.7 Returned Mail – Debit Card Mailings

4.2.1.7.1 Debit Cards with a New Address – Debit cards returned with a new address are to be processed as follows:

4.2.1.7.1.1 Place original contents in a new envelope, enter the new address as the mailing address, and mail the debit card to the new address.

4.2.1.7.1.2 Update the debit card record to reflect the date of the new mailing and address.

4.2.1.7.1.3 Retain a copy of the USPS notification providing the new address along with supporting documentation of the undeliverable debit card for sixty (60) days, and then destroy in a secure and confidential manner.

4.2.1.7.1.4 Provide to the OTDA a list containing the new mailing addresses for custodial parents in an electronic format approved by the OTDA.

4.2.1.7.2 Debit Cards without a New Address – Cards returned without a new address are to be processed as follows:

4.2.1.7.2.1 Provide in an electronic format approved by the OTDA, a list of cases to be researched in the child support system to obtain a current mailing address for the custodial parent.

4.2.1.7.2.2 If a new address is provided for the custodial parent, the Contractor must perform the task in Sections 4.2.1.5.1.1 and 4.2.1.5.1.2 of this RFP.

4.2.1.7.2.3 If no new address for the custodial parent is provided, the Contractor must perform the following tasks:

4.2.1.7.2.3.1 Update the debit card record to reflect the undeliverable card, the same day as is received.

4.2.1.7.2.3.2 Provide in an electronic format approved by the OTDA, a list of cases to be updated, in the child support system to reflect the undeliverable address for the custodial parent.

4.2.1.7.2.3.3 The undeliverable card mailings are to be destroyed within forty-eight (48) hours of receipt from the USPS.

4.2.1.7.2.3.4 Retain a copy of the USPS notification along with supporting documentation of the undeliverable cards for sixty (60) days, then destroy in a secure and confidential manner.

4.2.1.8 Debit Cards Maintenance

4.2.1.8.1 The Contractor must establish a process to update and maintain debit card records. The Contractor must, at a minimum, perform the following:

4.2.1.8.1.1 Personal Data Updates – Upon notification from the custodial parent or the OTDA, the Contractor must update the personal data (i.e., date of birth, Social Security number, name, address, etc.) for the respective Debit Card account the same day as received. The Contractor must maintain a record of such requests received and the resulting activity of such requests. The Contractor must also provide notice of such changes to the OTDA in an approved method and format.

4.2.1.8.1.2 Fund Reversals – Upon written notification from the OTDA to reverse monies on a custodial parent debit card, the Contractor must transfer those funds to the respective local district SCU or the OTDA bank account within forty-eight (48) hours of receiving notice from the OTDA. The Contractor must maintain a log of such requests received from the OTDA and the resulting activity of such requests.

4.2.1.8.1.3 Linking – Upon notification from the custodial parent or the OTDA, the Contractor must link multiple child support accounts for the same custodial parent to an existing debit card account within twenty-four (24) hours of receiving notification. The Contractor must maintain and provide a log of such notifications, providing details involving the linking and the resulting activity (i.e., cases linked, requesting party) to the OTDA.

4.2.1.8.1.4 Reissue Expiring Debit Cards – The Contractor must reissue debit cards between thirty (30) and forty-five (45) days prior to the date of expiration.

4.2.1.8.1.5 Termination – Upon written notification from the OTDA, the Contractor must terminate debit card accounts within forty-eight (48) hours of receiving notice from the OTDA. The Contractor must maintain a log of such requests received from the OTDA and the resulting activity of such requests. The Contractor must also provide this information to the OTDA.

4.2.1.8.2 Creating A Data File of Debit Card Statuses

4.2.1.8.2.1 Creating Data File – The Contractor must provide to the OTDA by 1:00 PM, EST, each day, a data file containing the individual debit card statuses such as, but not limited to, notices mailed, undeliverable cards, activated cards, and terminated accounts (see Appendix F).

4.2.1.8.2.2 The Contractor must verify the receipt of the data file by performing a STRUN job monitoring verification in accordance with the OTDA requirements. The Contractor must print and maintain a copy of each file verification.

4.2.1.9 Debit Card Customer Service

4.2.1.9.1 Interactive Voice Response System – The Contractor must provide an IVR System to provide, at a minimum, the following services:

4.2.1.9.1.1 a toll free telephone service for the continental United States and Canada;
4.2.1.9.1.2 accessible in English and Spanish;

4.2.1.9.1.3 available seven (7) days a week, three hundred and sixty five (365) days per year;
4.2.1.9.1.4 special messaging;
4.2.1.9.1.5 reference the debit card customer service website services;
4.2.1.9.1.6 balance inquiry;
4.2.1.9.1.7 most recent set of transactions;
4.2.1.9.1.8 most recent set of deposits;
4.2.1.9.1.9 option to speak with a representative at any time during call;
4.2.1.9.1.10 provide for validation of client by abbreviated Social Security number;
4.2.1.9.1.11 process for reporting change in addresses and telephone numbers;
4.2.1.9.1.12 process for addressing accounts of deceased card holders; and
4.2.1.9.1.13 information pertaining to the escheat process for debit card funds.

4.2.1.9.2 Debit Card Call Center Services – The Debit Card Customer Service Center must be located within the continental United States and provide at minimum, the following services:

4.2.1.9.2.1 a toll free telephone service;
4.2.1.9.2.2 access seven (7) days per week, except State holidays;
4.2.1.9.2.3 acceptance of calls 7:00 AM to 7:00 PM, EST;
4.2.1.9.2.4 no more than two (2) minutes wait time to speak with a call center representative;
4.2.1.9.2.5 English and Spanish speaking representatives;
4.2.1.9.2.6 acceptance from and conferencing in of calls with a language interpreter service, as approved by the OTDA;
4.2.1.9.2.7 reference the debit card customer service website services;
4.2.1.9.2.8 cardholder access;
4.2.1.9.2.9 address and telephone number updating;
4.2.1.9.2.10 card activation;
4.2.1.9.2.11 PIN establishment and resets;
4.2.1.9.2.12 card replacement;
4.2.1.9.2.13 a directory of ATM locations;
4.2.1.9.2.14 responses to most frequently asked questions; and
4.2.1.9.2.15 a process for response to all other questions.

4.2.1.9.3 Debit Card Web Site Services – The Debit Card customer service website must have sufficient bandwidth to efficiently receive and process inquiries, and at a minimum, provide for the following services:

4.2.1.9.3.1 available seven (7) days a week, three hundred and sixty five (365) days per year;
4.2.1.9.3.2 Debit Card customer service website in English and Spanish and an alternative for other languages;
4.2.1.9.3.3 special messages;
4.2.1.9.3.4 same services for persons with disabilities;
4.2.1.9.3.5 card activation;
4.2.1.9.3.6 PIN establishment and resets;
4.2.1.9.3.7 card replacement;
4.2.1.9.3.8 a directory of ATM locations;
4.2.1.9.3.9 balance inquiry;
4.2.1.9.3.10 most recent set of transactions;
4.2.1.9.3.11 most recent set of deposits;
4.2.1.9.3.12 account statements;
4.2.1.9.3.13 provide for validation of client by abbreviated Social Security number;
4.2.1.9.3.14 process for reporting change in addresses and telephone numbers;
4.2.1.9.3.15 process for addressing accounts of deceased card holders;
4.2.1.9.3.16 escheatment process;
4.2.1.9.3.17 completion of requested action the same day received; and
4.2.1.9.3.18 provide a link to the New York State Child Support Website.

4.2.1.9.4 Debit Card Customer Service Design and Scripting - The Contractor must provide design plans and scripting for the IVR System, Debit Card Call Center Services, and Debit Card Website Services for OTDA approval.

4.2.1.9.5 Persons with Disabilities - The Customer Service Center operations must support callers with disabilities and provide services for TTY/TDD and certified video relay services calls.

4.2.1.9.6 Call Recording - All calls must be recorded and retained by the Contractor for a period of at least one (1) year.

4.2.1.9.6.1 Calls of threatening nature must be referred to the OTDA and retained until otherwise directed by the OTDA.

4.2.1.9.6.2 The recordings must be clear, audible, and in a format conducive to electronic transfer to the OTDA.

4.2.1.9.6.3 Recordings requested by the OTDA must be provided within the following timeframes:

4.2.1.9.6.3.1 Within twenty-four (24) hours for non-threat calls; and
4.2.1.9.6.3.2 Immediately for threat calls.

4.2.1.9.7 All inquiries from any press or any members of government must be referred immediately to the OTDA.

4.2.1.9.8 Reporting - The Contractor must provide the OTDA, at a minimum, with the following information in a report format to be approved by the OTDA:

4.2.1.9.8.1 Daily Report:

-A report of total number of incoming calls;
-Number of accepted calls;
-Number of calls per language and requested language;
-Number of calls from persons with disabilities (by method);
-Number of calls in queue;
-Call wait time;
-Time of call;
-After talk time;
-Name and telephone number of caller;
-Nature of call;
-Questions asked and occurrences;
-Responses provided;
-Length of call;
-Number of calls escalated to a supervisor;
-Number of OTDA referrals;
-Notification that a call back was required;
-Verification that a call back was completed;
-Number of abandoned calls;
-Percentage of line busy-Customer Service Center staffing; and
-Repeat Caller report.

4.2.1.9.8.2 Monthly Report:

-cards printed (date and number);
-cards mailed (date and number);
-number of cards expiring;

-new enrollments;
-cards in circulation;
-number of cards pinned;
-number of cards unpinned;
-unpinned cards with balances;
-unpinned cards without balances; and
-debit card usage.

4.2.1.9.9 The Contractor must on an ongoing basis identify problems and recommend solutions, and identify potential efficiencies and cost effectiveness improvements.

4.2.2 **Receiving Data Files** – The Contractor must receive via FTP the following disbursement data files in the format required by the OTDA:

-File #1: Albany County through Erie County
-File #2: Essex County through Nassau County
-File #3: Niagara County through Saratoga County
-File #4: Schenectady County through Yates County and Non-IV-D Services
-File #5: New York City

4.2.3 **Printing and Mailing Checks** – Two (2) different types of checks are required to be printed. Checks issued between the fifty-eight (58) local district SCUs are herein identified as "SCU checks" and they must be printed but not mailed. Although the majority of SCU transactions occur electronically, there remains a small portion of SCU transactions (approximately one hundred fifty [150] 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 USPS discounts with instruction provided by the OTDA. The Contractor must, at a minimum, perform the following tasks:

4.2.3.1 SCU Checks – The Contractor must perform the following tasks regarding SCU Checks:

4.2.3.1.1 Review the fifty-eight (58) SCU and Non-IV-D Services Unit separate check files to identify those checks payable to one of the fifty-eight (58) SCUs and the Non-IV-D Services Unit. Those checks are recorded at the end of each check file received from the OTDA.

4.2.3.1.2 Combine the fifty-eight (58) separate groupings of SCU and the Non-IV-D Services Unit checks into one (1) file.

4.2.3.1.3 Use non-sealable blank check stock for SCU and Non-IV-D Services Unit checks that is compatible with the Contractor's printing equipment, such that the check stock is entirely blank except for an inventory control number and whatever security measures or marks are required by the OTDA.

4.2.3.1.4 Print and sign the checks.

4.2.3.1.5 Pull and void SCU or Non-IV-D Services Unit checks requested by local districts or the OTDA.

4.2.3.1.6 Display the issuing entity name and address in an area visible as the return address on the checks.

4.2.3.1.7 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.

4.2.3.1.8 Perform routine quality assurance to ensure checks are printed legibly and information is aligned properly.

4.2.3.1.9 Deliver to Payment Processing supervisory staff.

4.2.3.2 Mail Checks - The Contractor must perform the following tasks regarding the mailing of checks:

4.2.3.2.1 Review each local district SCU and Non-IV-D Services Unit's check file to ascertain that the beginning check number for each SCU and the Non-IV-D Services Unit is in consecutive order from the prior days ending check number.

4.2.3.2.2 Combine the fifty-nine (59) separate check files into one (1) file sorting on the zip code plus four data element of the custodial parent address.

4.2.3.2.3 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 are required by the OTDA.

4.2.3.2.4 Print, sign, and seal the checks.

4.2.3.2.5 Display the New York State Child Support Processing Center post office box as the return address on the mailer.

4.2.3.2.6 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.

4.2.3.2.7 Pull and void checks requested by local districts or the OTDA prior to mailing those checks.

4.2.3.2.8 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.

4.2.3.2.9 Perform routine quality assurance to ensure checks are printed legibly, information is aligned properly, and each self-sealer envelope is fully sealed.

4.2.3.2.10 Prepare printed checks for meeting USPS regulations for mass mailing bar coded envelopes.

4.2.3.2.11 Deliver checks to USPS Facility, Albany, New York.

4.2.4 **Inventory Control** - The Contractor must:

4.2.4.1 Order from the OTDA and maintain a sufficient supply of self-sealer and non-sealable checks to ensure a two (2) month supply is on hand at all times.

4.2.4.2 Complete a control log for both non-mailable and mailable checks to include the number of blank checks on hand; new stock received; check stock used, check stock destroyed or not usable and remaining blank check stock on hand.

4.2.4.3 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 Section 4.2.4.2 of this RFP.

4.2.5 **Reprints** - Occasionally one of the following situations may cause the need to reprint one or several checks:

4.2.5.1 check mutilated in processing;

4.2.5.2 check information not aligned properly; or

4.2.5.3 check number or information inconsistent with check register.

4.2.6.4 If any of the above occurs, the Contractor must perform the tasks in Sections 4.2.3.1.4 through 4.2.3.1.7 of this RFP.

4.2.6 **Check Issuance Files** – The Contractor must on a daily basis forward the fifty-nine (59) check issuance files to the Banking Services Contractor. The Contractor must perform the following tasks:

4.2.6.1 detect duplicative or lost files;

4.2.6.2 transmit file to bank;

4.2.6.3 confirm file was received by Bank and verify transmitted counts and values; and

4.2.6.4 maintain a daily log containing each SCU's and Non-IV-D Services Unit's check issuance counts and amounts and statewide totals. A copy of the log must be provided to the OTDA upon request.

4.2.7 **Direct Deposit/Debit Card Files** - The Contractor must on a daily basis forward the fifty-eight (58) SCU and the Non-IV-D Services Unit direct deposit/debit card files to the Banking Services Contractor. The Contractor must perform the following tasks:

4.2.7.1 verify dollar values and entry counts;

4.2.7.2 detect item duplication or lost files;

4.2.7.3 void transactions requested by local districts prior to transmitting data files to the Banking Services Contractor;

4.2.7.4 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;

4.2.7.5 transmit file to bank;

4.2.7.6 confirm file was received by Bank and verify transmitted counts and values;

4.2.7.7 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; and

4.2.7.8 notify local districts of rejected transactions from the Banking Services Contractor.

4.2.8 **Electronic Funds Transfer to other Child Support Agencies** - The Contractor must on a daily basis forward the fifty-nine (59) EFT 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.

4.2.8.3 void transactions requested by local districts or the OTDA prior to transmitting data files to the Banking Services Contractor.

4.2.8.4 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.

4.2.8.5 transmit file to bank.

4.2.8.6 confirm file was received by Bank and verify transmitted counts and values.

4.2.8.7 maintain a daily log containing each local district's EFT amounts and statewide totals; which must be forwarded to the OTDA upon request.

4.2.8.8 notify local districts of rejected transactions from the Banking Services Contractor.

4.2.9 **Controls and Records** - The Contractor is responsible for maintaining sufficient controls and records, which conform to GAAP. The controls and records must be maintained in all aspects of disbursements and must include but are not limited to the following:

4.2.9.1 maintenance of accurate audit trails;

4.2.9.2 separation of functions;

4.2.9.3 system of checks and balances;

4.2.9.4 establishing controls and records designed to protect against error and fraud as defined by the guidelines established by New York State, the OTDA requirements, and applicable industry standards;

4.2.9.5 conducting internal audits to ensure accountability of funds; and

4.2.9.6 maintaining sufficient controls to ensure that every disbursement is fully processed and accounted for.

4.2.10 **Security** - The Contractor must maintain secure operations by:

4.2.10.1 limiting access to disbursement processing operations to only authorized staff as well as taking into consideration the required separation of functions as noted in Section 4.2.9 of this RFP.

4.2.10.2 maintaining camera surveillance of entire disbursement processing operation to include recording activities;

4.2.10.3 providing secured facility and limit access to disbursements not processed each day;

4.2.10.4 prohibiting staff from bringing personal items into disbursement processing area; and

4.2.10.5 maintaining a security checklist where designated supervisory personnel perform a thorough security review immediately after disbursement processing operations are completed each day.

4.2.11 **Management Reports** - The Contractor must provide, at a minimum, the reports required in accordance with Section 5.11 of this RFP, as well as any other report deemed necessary by the OTDA in support of the milestones, deliverables, and performance standards noted in Sections 4.2 herein, 5.2, and 6 of this RFP.

4.2.12 **OTDA Responsibilities**

4.2.12.1 The OTDA will provide the Contractor with:

4.2.12.1.1 A listing of bank account numbers upon which disbursements will be drawn.

4.2.12.1.2 Blank non-mail and mailable checks. The Contractor must inform the OTDA in advance when additional quantities are needed.

4.2.12.1.3 A separate telecommunications line between the Contractor and the OTDA's child support system mainframe for the purpose of the Contractor sending files to the OTDA and receiving files from the OTDA on a daily basis.

4.2.12.1.4 On a daily basis (Monday through Friday), provide the files identified in Appendix F of this RFP.

4.2.12.2 Mailing Addresses – The OTDA will provide the Contractor with the mailing addresses for each local district and the Non-IV-D Services Unit for the following:

4.2.12.2.1 to display as the issuing entity on checks; and

4.2.12.2.2 to mail blank SCU check stock for manually issued checks.

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4.3 **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 Sections 4.3 herein, 5.3, and 6 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 development of new notices or revisions to existing notices as required by the OTDA. The OTDA, on behalf of itself or the fifty-eight (58) local districts, currently produces approximately one hundred twenty-five (125) different notices which the Contractor must continue to produce and mail. Appendix I contains a listing of those notices and their production cycle. Appendix H, Reference Library, contains a sample of each notice.

Paper notices may present generic information only, generic information with variable data and/or its translated value, plus standardized inserts. Notices may be a single page and/or multiple pages with various sets of documents to be generated per notice. Wherever possible, double sided printing is required to minimize the number of pieces of paper to be mailed.

Electronic Notices may be in formats such as .pdf, .tif, or an extraction of records from the paper notice file(s) transferred to another data file and transferred to the OTDA.

4.3.1 **Printing and Mailing Notices** - The Contractor must perform the following tasks:

4.3.1.1 Receive data files from the OTDA for use in printing notices. Data files per notice may be grouped as follows:

4.3.1.1.1 Five (5) separate data files from the OTDA which groups together records for the following local districts:

-File #1: Albany County through Erie County
-File #2: Essex County through Nassau County
-File #3: Niagara County through Saratoga County
-File #4: Schenectady County through Non-IV-D Services
-File #5: New York City only

4.3.1.1.2 Two (2) separate data files, one comprised of records for all local districts other than New York City and Non-IV-D Services, and the other comprised of records for New York City.

4.3.1.1.3 One (1) data file, comprised of records for all local districts.

4.3.1.2 The existing types of notices, the frequency of printing and the file medium is displayed in Appendix I of this RFP. The data file format for each notice can be found in Appendix F of this RFP.

4.3.1.3 Identify the production cycle (e.g., daily, weekly, monthly, etc).

4.3.1.4 Verify that the data on each file is readable, contains at least one record for each local district, is not a duplicate of a previous file and is of a reasonable size. Notify the OTDA immediately if any one of these conditions is not met.

4.3.1.5 Printing Notices – The Contractor must:

4.3.1.5.1 Combine files #1 through #5 (see Section 4.3.1.1.1) and sort all records in zip code plus four order to attain bar code discounts.

4.3.1.5.2 Suppress data records as identified by the OTDA by name, identification number (e.g., Employer Identification Number, Social Security number, child support account number) and/or indicator value provided by OTDA.

4.3.1.5.3 Identify proper document mask provided by the OTDA.

4.3.1.5.4 Print notice by inserting data and/or its translated value from data files onto masks at designated areas identified by the OTDA.

4.3.1.5.5 Verify alignment of data and quality.

4.3.1.5.6 Complete a notice production log with documentation as required by the OTDA and sufficient to support expenditure reporting requirements.

4.3.1.5.7 Prepare notices for mailing as follows:

4.3.1.5.7.1 Insert notice in a double-window envelope.

4.3.1.5.7.2 Include any insert requested by the OTDA.

4.3.1.5.7.3 Subscribed mail service:

4.3.1.5.7.3.1 Noncustodial Parent mailing-Address Service Requested.

4.3.1.5.7.3.2 Custodial Parent- Address Service Requested.

4.3.1.5.7.3.3 Income Provider-Return Service Requested.

4.3.1.5.7.3.4 Financial Institutions-Return Service Requested.

4.3.1.5.7.3.5 County Courts, local district Support Collection Units, and USPS Facilities-Return Service Requested.

4.3.1.5.7.4 Affix bar coded address information in accordance with USPS specifications.

4.3.1.5.7.5 Deliver to USPS General Mail Facility, Albany, NY.

4.3.1.5.8 Re-Prints - The Contractor must have the capability to reprint notices. The re-printing can be an entire file, a subset, or an individual notice. The Contractor must record a page number on each notice page for identification purposes. Re-prints must be produced as the result of the following actions:

-notice mutilated in processing
-notice quality below standard
-request of OTDA
-request of a local district

4.3.2 **Electronic Notices** - The Contractor must perform the following tasks:

4.3.2.1 Receive data files from the OTDA for use in electronic notices. Data files per notice may be grouped as follows:

4.3.2.1.1 Five (5) separate data files from the OTDA which groups together records for the following local districts:

-File #1: Albany County through Erie County
-File #2: Essex County through Nassau County
-File #3: Niagara County through Saratoga County
-File #4: Schenectady County through Non-IV-D Services
-File #5: New York City only

4.3.2.1.2 Two (2) separate data files, one comprised of records for all local districts other than New York City and Non-IV-D Services, and the other comprised of records for New York City.

4.3.2.1.3 One (1) data file, comprised of records for all local districts.

4.3.2.2 The existing types of notices, the frequency of printing, and the file medium is displayed in Appendix I of this RFP. The data file format for each notice can be found in Appendix F of this RFP.

4.3.2.3 Identify the production cycle (e.g., daily, weekly, monthly, etc.).

4.3.2.4 Verify that the data on each file is readable, contains at least one record for each local district, is not a duplicate of a previous file and is of a reasonable size. Notify the OTDA immediately if any one of these conditions is not met.

4.3.2.5 Create Electronic Notices:

4.3.2.5.1 Combine files #1 through #5 (see Section 4.3.2.1.1) and sort all records in zip code plus four order to attain bar code discounts.

4.3.2.5.2 Identify records to be included in a file for electronic notices. The records may be all or a group there of as identified by the OTDA by name, identification number (e.g., Employer Identification Number, Social Security number, child support system account number) and/or indicator value provided by the OTDA.

4.3.2.5.3 Transmit the electronic notice file to an address provided by the OTDA.

4.3.3 **Quality Control Review** - The Contractor must review the actual printing of documents or transmission of documents to ensure that a quality notice is produced throughout the production cycle.

4.3.4 **Controls and Records** - The Contractor must maintain sufficient controls to ensure that every notice is fully processed.

4.3.5 **Security** - The Contractor must limit access to production area.

4.3.6 **Management Reports** - The Contractor must provide, at a minimum, the reports required in accordance with Section 5.11 of this RFP, as well as any other report deemed necessary by the OTDA in support of the milestones, deliverables, and performance standards noted in Sections 4.3 herein, 5.3, and 6 of this RFP.

4.3.7 **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.

4.3.8 **OTDA Responsibilities** - The OTDA will provide the Contractor with:

4.3.8.1 Data files referenced in Sections 4.3.1.1.1 and 4.3.2.1.1 of this RFP.

4.3.8.2 Generic mask to be used for each notice.

4.3.8.3 For new notices or revisions to existing notices, a written request will include the following:

-Draft of notice to be developed/revised
-Data file layout
-Location of data element insertion in notice, if any
-Translation of data, if any
-Draft of inserts to be pre-printed and included
-Production frequency
-Paper or electronic notice designation
-Timeline for initial or revised production
-Identification of paper and envelope type (e.g., colored, double-window)
-USPS mail service type (paper notices)
-Test data file
-Request for test documents
-Approval signoff

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4.4 **New Hire Notification Processing**

The Contractor must employ state-of-the-art equipment and software to ensure that New Hire functions are performed efficiently and effectively while adhering to the milestones, deliverables and performance standards noted in Sections 4.4 herein, 5.4, and 6 of this RFP. The Contractor's New Hire functions must entail on a daily basis, receipt of mail, verifying USPS sorting, receipt of electronic 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 and DTF 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 DTF must be in a format that is compatible with the OTDA's 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.

4.4.1 **Mail Receipt, Opening, and Sorting** – The Contractor must perform the following tasks:

4.4.1.1 Post Office Box – Maintain the post office box established for the "New Hire Notification Process" at the USPS Facility on Old Karner Road in Albany, New York. The Contractor's courier will be authorized to obtain mail from this post office box.

4.4.1.2 Mail Receipt - The Contractor is responsible for obtaining the mail from the designated post office box by 12:00 PM, EST, each day, Monday through Saturday, exclusive of holidays, such that all mail placed in those boxes up to 12:00 PM, EST, is retrieved each day. It is the Contractor's responsibility to coordinate mail pick-up with the USPS staff at the USPS Facility on Old Karner Road in Albany, New York.

The Contractor must, 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.

4.4.1.3 Misdirect Envelopes - The Contractor must review, on a daily basis, all mail received in the post office box designated for the "New Hire Notification Process" and outsort all mail that is not addressed to the DTF, New Hire Notification Process. The Contractor must return all misdirected mail to the USPS Facility located at Old Karner Road, Albany, New York. Envelopes addressed to one of the Payment Processing post office boxes must be forwarded to a Payment Processing supervisor the same day received.

4.4.1.4 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 envelopes and contents together, identify New Hire Notification from correspondence and verify all contents have been removed.

4.4.1.5 Sorting - The Contractor must sort the mail as follows:

4.4.1.5.1 Copies of IT-204 Employee's Withholding Allowance Certificate

4.4.1.5.2 Copies of W-4 Employer's Withholding Allowance Certificate

4.4.1.5.3 Individual written Notifications

4.4.1.5.4 Hand written or computer generated listings of Notifications

4.4.1.5.5 Electronic media containing Notifications

4.4.1.5.6 New Hire Notification correspondence

4.4.1.5.7 Other correspondence

4.4.1.6 Verifying that Notifications Contain All Critical Data - The Contractor must review each New Hire Notification received via mail, 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

4.4.1.7 Outsorting Illegible or Incomplete Notifications - The Contractor must outsort all New Hire Notifications, which have been found to contain illegible or incomplete Notification regarding the required data elements 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 Notification 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.

4.4.2 **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 Section 4.4.3 of this RFP.

4.4.3 **Data Capture Requirements** – The Contractor must capture the following data from all New Hire reporting sources:

-Respondent Social Security number
-Respondent Name
-Respondent Street and City Address
-Respondent State and Zip Code
-Employer Identification Number
-Employer Name
-Employer Street and City Address
-Employer State and Zip Code
-Date of W-4
-Health Benefit Indicator
-Health Benefit Eligibility Date

4.4.3.1 All data must be captured within the performance measures outlined in Section 5.4 of this RFP pertaining to accuracy, accountability, and confidentiality:

4.4.3.2 Information must also be gathered by the Contractor to support the various reporting

requirements in this RFP.

4.4.3.3 The Contractor is responsible for quality assurance measures to ensure meeting the required milestones, deliverables and performance standards outlined in Sections 4.4 herein, 5.4, and 6 of this RFP.

4.4.3.4 The Contractor must, at a minimum, capture the data as required by Sections 4.4.1.6 and 5.4.2.2 of this RFP, and must verify the total Notifications captured to the total provided by the employer with the submission.

4.4.4 **Creation of New Hire Notification Data Files** - The Contractor must perform the following tasks:

4.4.4.1 Create an electronic data file for transmission to the OTDA.

4.4.4.2 Create an electronic data file for transmission to the DTF.

4.4.4.3 Create a separate data file with header records which will identify New Hire information.

4.4.4.4 Record at the end of the data file, a summary of the total number of records of New Hire Notification information to be transmitted that day.

4.4.5 **Transmitting New Hire Notification Data** - The Contractor must perform the following tasks:

4.4.5.1 Transmit electronically via a TCIP/FTP data file to the OTDA.

4.4.5.2 Transmit electronically via a TCIP/FTP data file to the DTF.

4.4.5.3 Verify receipt of the New Hire file by accessing child support system and perform STRUN job monitoring verification in accordance with the OTDA requirements and maintaining an electronic copy of each STRUN and daily verification.

4.4.5.4 Complete a New Hire file transmission log in accordance with Section 5.4.2.7 of this RFP.

4.4.5.5 Create and provide an electronic copy of each day's consolidated New Hire Notification Detail Report to OTDA.

4.4.6 **Controls and Records** - The Contractor must perform tasks by:

4.4.6.1 Maintaining sufficient controls to ensure every New Hire Notification is fully processed.

4.4.6.2 Conducting internal audits to ensure accurate Notification is provided to the OTDA.

4.4.7 **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:

4.4.7.1 Each individual data element recorded on the data file submitted to the OTDA or the DTF as required in Section 4.4.1.6 of this RFP; and

4.4.7.2 Enable the Contractor to meet the retrievable requirements noted in Section 5.4.2.9 of this RFP for providing source documents for verifying the accuracy of Notification provided to the OTDA or the DTF; and

4.4.7.3 Retrieving individual New Hire Notification data files representative of the previous fifteen (15) daily data files sent to the OTDA or the DTF such that they may be re-transmitted to the OTDA or the DTF in accordance with Section 5.4.2.5 of this RFP.

4.4.8 **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 Section 5.11 of this RFP.

4.4.9 **Quality Assurance** – The Contractor must maintain a level of quality assurance that ensures that the performance standards in Sections 5.4 and 6 of this RFP are met.

4.4.10 **Security -** The Contractor must secure the New Hire Notification operation by:

4.4.10.1 Maintaining segregation of New Hire Notification processing such that documents are not commingled with other processing operations or documents.

4.4.10.2 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 the OTDA.

4.4.10.3 Maintaining camera surveillance of the entire New Hire Notification operations to include recording activities.

4.4.10.4 Providing secured facility and limited access to unprocessed New Hire Notification on hand each day.

4.4.10.5 Restricting staff from bringing personal items into the New Hire Notification processing area.

4.4.10.6 Maintaining a security checklist whereby designated supervisory personnel perform a thorough security review immediately after New Hire Notification processing operations are completed each day.

4.4.11 **Management Reports** - The Contractor must provide, at a minimum, the reports required in accordance with Sections 5.4 and 5.11 of this RFP, as well as any other report deemed necessary by the OTDA in support of the milestones, deliverables, and performance standards noted in Sections 4.4 herein, 5.4, and 6 of this RFP.

4.4.12 **Employer Outreach** - The Contractor must install sufficient facsimile machines to support acceptance of New Hire Notification via facsimile. .

4.4.12.1 The Contractor is responsible for developing an employer outreach effort designed to:

4.4.12.1.1 Provide information to inquiries from employers regarding the formats for submitting New Hire Notification in an electronic medium; and

4.4.12.1.2 Work with employers to coordinate resolution of incomplete or unreadable New Hire Notification which was submitted via electronic medium; and

4.4.12.1.3 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.

4.4.13 **Employer Compliance** – The Contractor must develop a process to identify employers who have not remitted new hire reports within the required reporting period.

4.4.13.1 The Contractor must provide notification to employers advising of the New Hire reporting requirements.

4.4.13.2 The Contractor must provide a second notice to employers who continue to fail to report new hires.

4.4.13.3 The Contractor must provide to the DTF a report of employers who have not reported new hires. The report is to provide at a minimum the following data:

4.4.13.3.1 Date of activity;
4.4.13.3.2 Activity (first or second notice);
4.4.13.3.3 Employer Identification number;
4.4.13.3.4 Name of employer;
4.4.13.3.5 Address of employer;
4.4.13.3.6 Employer contact information; and
4.4.13.3.7 Last new hire report.

4.4.14 **OTDA Responsibilities** – The OTDA will provide the Contractor with:

4.4.14.1 The address to which New Hire Notification correspondence should be forwarded to the DTF.

4.4.14.2 Listing of existing facsimile telephone numbers to be maintained by the Contractor.

4.4.14.3 Copies of error reports from the Federal Office of Child Support Enforcement.

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4.5 **Data Capture Services**

The Contractor must employ state-of-the-art equipment and software to ensure that the data capture services functions are performed efficiently and effectively while adhering to the milestones, deliverables and performance standards noted in Sections 4.5 herein, 5.5, and 6 of this RFP. The data capture services function herein are exclusive of those data capture requirements found in other Centralized Operations within this RFP (e.g., Payment Processing, New Hire processing, etc.).

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, State Case Registry Notifications, Direct Deposit and Debit Card Requests, Quick Locate Requests, Requests for Personal Identification Numbers (PINs), Address Updates (Custodial Parent and Noncustodial Parent), Interstate Case Registry, Earned Income Credit, Medical Support Orders, Multiple Document Data Capture (Wage and Health Benefits Report, Notice to Withhold Income, Employer Compliance Notice, and Support Withholding Reminder), Bankruptcy Notices, and Non-IV-D Case and Account Building and Maintenance. 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 data file or on line data entry, storage of documents and all ancillary functions required to maintain security, and control over each respective process.

4.5.1 **Cost of Living Adjustment Requests** – The Contractor must at a minimum, perform the following tasks:

4.5.1.1 Maintain the post office box established for COLA Requests.

4.5.1.2 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.

4.5.1.3 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 the payment processing post office box must be forwarded to a payment processing supervisor the same day as received.

4.5.1.4 Open each envelope, remove all contents, keep envelope and contents together and verify that all contents have been removed.

4.5.1.5 Sort the opened and extracted mail as follows:

4.5.1.5.1 Child support payments received in COLA return envelopes
4.5.1.5.2 Returned mailings as undeliverable
4.5.1.5.3 Valid request mailers
4.5.1.5.4 Valid request mailers with supporting documentation
4.5.1.5.5 Valid request mailers without supporting documentation
4.5.1.5.6 Invalid request mailers
4.5.1.5.7 Invalid request mailers with supporting documentation
4.5.1.5.8 Invalid request mailers without supporting documentation
4.5.1.5.9 Correspondence

4.5.1.6 Child support payments must be immediately forwarded to a payment processing

supervisor the same day as received.

4.5.1.7 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.

4.5.1.8 Valid request Supporting documentation, including the returned mailer and envelope, must be copied, front and back, and forwarded to the local district electronically the same day as received.

4.5.1.9 Within custodial parent or noncustodial parent COLA request groupings, sort by those returned mailers with:

4.5.1.9.1 Box checked with signature
4.5.1.9.2 Box not checked with signature
4.5.1.9.3 Box not checked and no signature

4.5.1.10 Box not checked and no signature, attach coupon to supporting documentation indicating incomplete, forward electronically to local district electronically the same day as received..

4.5.1.11 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-IDENTIFIER
COLA-REQUEST-INDICATOR

4.5.1.12 Process “Undeliverable” COLA Notices as follows:

4.5.1.12.1 Sort envelopes between those with new addresses and those without new addresses.

4.5.1.12.2 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.

4.5.1.12.3 For custodial parent or noncustodial parent notices with a new address:

4.5.1.12.3.1 Copy the first page of each notice because it contains case identifying information.

4.5.1.12.3.2 Place original contents in a new envelope addressed to the new address and mail the new envelopes.

4.5.1.12.3.3 Maintain a copy of the returned envelope with the new address with the copy of the first page of each notice.

4.5.1.12.4 For custodial parent notices with a new address, complete the following:

4.5.1.12.4.1 Capture data from copies created in Section 4.5.1.12.3.1 of this RFP, to include at a minimum, the following data elements:

LOCAL-DIST-CODE
CASE-IDENTIFIER

C/O-ADDR
CLI-MAIL-STREET-ADDR
CLI-MAIL-CITY-ADDR
CLI-MAIL-STATE-ADDR
CLI-MAIL-ZIP-ADDR

4.5.1.12.5 For noncustodial parent notices with a new address, complete the following:

4.5.1.12.5.1 Capture data from copies created in Section 4.5.1.12.3.1 of this RFP, to include at a minimum, the following data elements:

COUNTY CODE
CASE-IDENTIFIER
RESP-RETURN-MAIL-IND
RESPADR-CO-NAME
RESPADR-STREET-ADDR
RESPADR-CITY-ADDR
RESPADR-STATE-ADDR
RESPADR-ZIP-ADDR

4.5.1.12.6 For custodial parent notices without a new address:

4.5.1.12.6.1 Identify as_____County Custodial Parent Returned No New Address.

4.5.1.12.6.2 No data needs to be captured for these documents

4.5.1.12.7 For noncustodial parent notices without a new address:

4.5.1.12.7.1 Capture data from the original documents to include at a minimum, the following data elements:

COUNTY-CODE
CASE-IDENTIFIER
RESP-RET-MAIL-IND

4.5.1.13 For those with an undeliverable mailing address, update the child support system to reflect the undeliverable address and retain a copy of the USPS notification along with supporting documentation for sixty (60) days and then confidentially destroy them.

4.5.1.14 Create an electronic file in the format required by the OTDA from the data captured in Sections 4.5.1.11, 4.5.1.12.4.1, and 4.5.1.12.5.1 of this RFP. Each record must contain the following data elements:

COUNTY-CODE
CASE-IDENTIFIER
COLA-REQUEST-IND
RESP-RET-MAIL-IND
RESPADR-C/O-NAME
RESPADR-STREET-ADDR
RESPADR-CITY-ADDR
RESPADR-STATE-ADDR
RESPADR-ZIP-ADDR

4.5.1.15 Transmit data file to the OTDA in the required format.

4.5.1.16 Consolidate all packaged documents created per Sections 4.5.1.7 and 4.5.1.12.3.3 of this RFP. Place in an envelope or box and mail to the respective local district.

4.5.1.17 Retain remaining returned mailers for sixty (60) days and then destroy the documents in a secure and confidential manner.

4.5.2 **State Case Registry Notifications** - The Contractor must at a minimum, perform the following tasks:

4.5.2.1 Maintain the post office box established for State Case Registry.

4.5.2.2 Obtain the mail from the post office box at the earliest possible time each morning. The C ontractor must use a secure courier when transporting the mail.

4.5.2.3 Sort through the mail prior to opening the envelopes to identify and out sort 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.

4.5.2.3.1 Open each envelope, remove all contents, keep envelope and contents together, and verify that all contents have been removed.

4.5.2.3.2 Sort the opened and extracted mail as follows:

4.5.2.3.2.1 State case registry data entry forms, Substitute State Case Registry forms, Court Orders of Support and Modification.

4.5.2.3.2.2 Copies of valid Non-IV-D Orders of Support/Modification, Forms-Copies of Court Orders of Support and Modification, State Case Registry Filing forms, or substitute State Case Registry forms providing at minimum the required data set forth in Section 4.5.2.5.

4.5.2.3.2.3 Copies of invalid Non-IV-D Orders of Support/Modification, Forms-Copies of Court Orders of Support and Modification, State Case Registry Filing forms, or substitute State Case Registry forms providing at minimum the required data set forth in Section 4.5.2.5.

4.5.2.4 Correspondence

4.5.2.4.1 Capture data from valid forms, Orders of Support and/or Modification, except those that do not contain the following**:**

4.5.2.4.1.1 A child support case identifier
4.5.2.4.1.2 A Social Security number for payee/petitioner/plaintiff or payor/respondent/defendant
4.5.2.4.1.3 Copies of Court Orders made payable through a Support Collection Unit
4.5.2.4.1.4 Copies of Court Orders terminating or vacating an Order of Support
4.5.2.4.1.5 Copies of Court Orders of Disposition (Violation of Support) Order
4.5.2.4.1.6 At least one child

4.5.2.5 The following data must be captured when provided, non-required fields are noted with (*):

COURT-LOC	PIC 9(2)
COURT-NAME	PIC X(28)
RESP-FIRST-NAME	PIC X(16)
RESP-MIDDLE-NAME	PIC X(16)
RESP-LAST-NAME	PIC X(30)

RESP-SSN	PIC 9(9)	Must be 9 numeric, None or Not on Record
RESP-DOB – CC	PIC 9(2)	Must be provided or noted None/Not on Record
RESP-DOB – YY	PIC 9(2)	Must be provided or noted None/Not on Record
RESP-DOB – MM	PIC 9(2)	Must be provided or noted None/Not on Record
RESP-DOB – DD	PIC 9(2)	Must be provided or noted None/Not on Record
PET-FIRST-NAME	PIC X(16)	
PET-MIDDLE-NAME	PIC X(16)	
PET-LAST-NAME	PIC X(30)	
PET-SSN	PIC 9(9)	Must be 9 numeric, None or Not on Record
PET-DOB – CC	PIC 9(2)	Must be provided or noted None/Not on Record
PET-DOB – YY	PIC 9(2)	Must be provided or noted None/Not on Record
PET-DOB – MM	PIC 9(2)	Must be provided or noted None/Not on Record
PET-DOB – DD	PIC 9(2)	Must be provided or noted None/Not on Record
CRT-DCKT #	PIC X(12)	NO SPECIAL CHARACTERS
FAM-VIOL-IND	PIC X	Y FOR YES N OR BLANK FOR NO
CHILD-FIRST-NAME	PIC X(16)	UP TO 8 TIMES
CHILD-MIDDLE-NAME	PIC X(16)	UP TO 8 TIMES
CHILD-LAST-NAME	PIC X(30)	UP TO 8 TIMES If blank, and RSP and PET last name is the same, enter last name
CHILD-SSN	PIC 9(9)	UP TO 8 TIMES Must be provided or noted None/Not on Record
CHILD-DOB – CC	PIC 9(2)	UP TO 8 TIMES Must be provided or noted None/Not on Record
CHILD-DOB – YY	PIC 9(2)	UP TO 8 TIMES Must be provided or noted None/Not on Record
CHILD-DOB – MM	PIC 9(2)	UP TO 8 TIMES Must be provided or noted None/Not on Record
CHILD-DOB – DD	PIC 9(2)	UP TO 8 TIMES Must be provided or noted None/Not on Record
ORD –EXPIRE – DATE	PIC 9(8)	PIC 9(8) CCYYMMDD If blank, default to youngest child's 21st birthday

Note: Record length will always be the same number of characters, whether or not there is one (1) or eight (8) 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.

4.5.2.6 Create an electronic file in the format required by the OTDA from the data captured in Section 4.5.2.5 of this RFP.

4.5.2.7 Transmit data file to the OTDA on a daily basis.

4.5.2.8 Provide copies of correspondence to the OTDA.

4.5.3 **Direct Deposit or Debit Card Requests** – Custodial parent may request the direct deposit of their child support payments to their personal bank account, a change in bank account, or cancellation of direct deposit. A custodial parent may also request the issuance of a child support debit card. The Contractor will receive and process direct deposit and debit card requests. The Contractor must perform the following tasks:

4.5.3.1 Maintain the post office box established for electronic payments requests.

4.5.3.2 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.

4.5.3.3 Sort through the mail prior to opening the envelopes to identify and out sort 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.

4.5.3.4 Open each envelope, remove all contents, keep envelope and contents together and verify that all contents have been removed.

4.5.3.5 Sort the opened and extracted mail for Direct Deposit or Debit Card as follows:

4.5.3.5.1 Returned undeliverable mail

4.5.3.5.2 Completed requests

4.5.3.5.3 Incomplete requests

4.5.3.5.4 Correspondence

4.5.3.5.5 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 information.

4.5.3.5.6 Validate the data provided on each complete request. The following data must be validated:

CASE-IDENTIFIER
COUNTY-CODE
CUSTODIAL-PARENT-NAME
ABA-ROUTING-NUMBER

4.5.3.6 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
CASE-IDENTIFIER
CUSTODIAL PARENT ID
DIRECT-DEPOSIT-IND
ROUTING-NUMBER
BANKING-NUMBER
CUSTODIAL PARENT NAME

4.5.3.7 Create an electronic file in the format required by the OTDA (see Appendix F) from the data captured in Section 4.5.3.6 of this RFP. Transmit data file on a daily basis to the bank under contract to provide banking services in the required format.

4.5.3.8 Create an electronic file in the format required by the OTDA (see Appendix F) from the data captured in Section 4.5.3.6 of this RFP. Transmit data file on a daily basis to the OTDA.

4.5.3.9 Capture data from returned debit card request (i.e., those that are completed). The following data must, at a minimum, be captured:

COUNTY-CODE
CASE-IDENTIFIER
CUSTODIAL-PARENT-NAME
DEBIT-CARD-IND
ABA-ROUTING-NUMBER
BANKING-ACCOUNT-NUMBER
ENROLLMENT-STATUS

4.5.3.10 The Contractor must provide OTDA on a daily basis with the debit card account number established as part of Sections 4.2 and 5.2 of this RFP for any completed request for debit cards.

4.5.3.11 Process “Undeliverable” mail as follows:

4.5.3.11.1 Sort mail between those with new addresses and those without new addresses.

4.5.3.11.2 For those with a new address:

4.5.3.11.2.1 Retain a copy of the USPS notification of the new address along with supporting documentation of the returned mailing.

4.5.3.11.2.2 Update the child support system to reflect the new mailing address for the custodial parent.

4.5.3.11.2.3 For those with an undeliverable mailing address update the child support system to reflect the undeliverable address and retain a copy of the USPS notification along with supporting documentation for sixty (60) days and then confidentially destroy them.

4.5.3.11.2.4 Retain a copy of correspondence and provide original to the respective local district.

4.5.3.11.2.5 Retain completed direct deposit requests for sixty (60) days and then confidentially destroy them.

4.5.3.11.2.4 Retain a copy of correspondence and provide original to the respective local district.

4.5.3.11.2.5 Retain completed direct deposit requests for sixty (60) days and then confidentially destroy them.

4.5.3.12 Controls and Records – The Contractor must maintain sufficient controls and records to ensure that each requirement by the OTDA is satisfied.

4.5.3.13 Security – The Contractor must ensure that the information acquired pertaining to the custodial parent and the child support system records remains confidential.

4.5.4 **Quick Locate Requests** – The Contractor must at a minimum, perform the following tasks:

4.5.4.1 Maintain the post office box established for Quick Locate requests.

4.5.4.2 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.

4.5.4.3 Train and maintain sufficient staff to complete Quick Locate requests.

4.5.4.4 Open each envelope, remove all contents, keep envelope and contents together and verify that all contents have been removed.

4.5.4.5 Sort documents as follows:

-Locate Data Sheets
-Letters Containing Requests
-Miscellaneous Requests

4.5.4.6 Capture data from all documents identified in Section 4.5.4.5 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

4.5.4.7 Create an electronic file in the format required by the OTDA from the data captured in Section 4.5.4.6 of this RFP.

4.5.4.8 Transmit data file to the OTDA in the required format on a weekly basis.

4.5.5 **Requests for Personal Identification Numbers** - The Contractor must at a minimum, perform the following PIN request data capture tasks:

4.5.5.1 Maintain the post office box established for PIN requests.

4.5.5.2 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.

4.5.5.3 Train and maintain sufficient staff to complete PIN request tasks.

4.5.5.4 Complete the data capture tasks for PIN requests as instructed in the Personal Identification Number Notice Generation training manual referenced in Appendix H of this RFP.

4.5.6 **Address Updates**

4.5.6.1 The Contractor must at a minimum, perform the following custodial parent address update tasks:

4.5.6.1.1 Maintain the post office box established for custodial parent address updating.

4.5.6.1.2 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.

4.5.6.1.3 Train and maintain sufficient staff to complete custodial parent address update tasks.

4.5.6.1.4 Complete the data capture tasks on a daily basis for custodial parent address updated as instructed in the Address Update training manual referenced in Appendix H of this RFP.

4.5.6.2 The Contractor must at a minimum, perform the following noncustodial parent address update tasks:

4.5.6.2.1 Maintain the post office box established for noncustodial parent address updating.

4.5.6.2.2 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.

4.5.6.2.3 Train and maintain sufficient staff to complete noncustodial parent address update tasks.

4.5.6.2.4 Complete the data capture tasks on a daily basis for noncustodial parent address updated as instructed in the Address Update training manual referenced in Appendix H of this RFP.

4.5.7 **Interstate Case Registry** – The Contractor must at a minimum, perform the following Interstate Case Registry data capture tasks:

4.5.7.1 Maintain the post office box established for Interstate Case Registry data capture.

4.5.7.2 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.

4.5.7.3 Train and maintain sufficient staff to complete Interstate Case Registry tasks.

4.5.7.4 Complete the data capture tasks for Interstate Case Registry (ICR) as instructed in the Interstate Case Registry Automation training manual and Interstate Case Registry Mail Sorting and Processing training manual referenced in Appendix H of this RFP.

4.5.8 **Earned Income Credit** – The Contractor must, at a minimum, perform the following Earned Income Credit data capture tasks:

4.5.8.1 Maintain an electronic process for the receipt of Earned Income Credit submissions from local districts for data capture.

4.5.8.2 Train and maintain sufficient staff to complete Earned Income Credit tasks.

4.5.8.3 Complete the data capture tasks for Earned Income Credit as instructed in the Noncustodial Parent State Earned Income Credit Requests training manual referenced in Appendix H of this RFP.

4.5.9 **Medical Support Execution** - The Contractor must at a minimum, perform the following medical support execution data capture tasks:

4.5.9.1 Maintain the post office box established for medical support execution data capture.

4.5.9.2 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.

4.5.9.3 Train and maintain sufficient staff to complete medical support execution tasks.

4.5.9.4 Complete the data capture tasks for medical support execution as instructed in the Medical Support Execution Data Capture training manual referenced in Appendix H of this RFP.

4.5.10 **Multiple Document Data Capture** – The Contractor must at a minimum, perform the following multiple document data capture tasks for Wage and Health Benefit Reports, Notices to Withhold Income, Employer Compliance Notices, Support Withholding Reminders, and Website Data File:

4.5.10.1 Maintain the post office box established for multiple document data capture.

4.5.10.2 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.

4.5.10.3 Train and maintain sufficient staff to complete multiple document data capture tasks.

4.5.10.4 Complete the data capture tasks for multiple document data capture as instructed in the Multiple Document Data Capture training manual referenced in Appendix H of this RFP.

4.5.11 **Bankruptcy Notices** - The Contractor must at a minimum, perform the following bankruptcy notice data capture tasks:

4.5.11.1 Maintain the post office box established for bankruptcy notices data capture.

4.5.11.2 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.

4.5.11.3 Train and maintain sufficient staff to complete bankruptcy notice tasks.

4.5.11.4 Complete the data capture tasks for bankruptcy notices as instructed in the Bankruptcy Notice Processing training manual referenced in Appendix H of this RFP.

4.5.12 **Non-IV-D Case and Account Building and Maintenance** - The Contractor must at a

minimum, perform the following Non-IV-D Case and Account Building and Maintenance data capture tasks:

4.5.12.1 Maintain the post office box established for Non-IV-D Case and Account data capture.

4.5.12.2 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.

4.5.12.3 Train and maintain sufficient staff to complete Non-IV-D Case and Account tasks.

4.5.12.4 Complete the data capture tasks for Non-IV-D Case and Account tasks as instructed in the Non-IV-D Case and Account Building and Maintenance training manual referenced in Appendix H of this RFP.

4.5.13 **Other Data Entry Requests** – The Contractor must perform similar tasks as those noted in Sections 4.5.1 through 4.5.13 of this RFP, for any additional data capture processes that arise. Specific tasks will be provided in writing to the Contractor by the OTDA.

4.5.14 **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 Section 5.5.13 of this RFP.

4.5.15 **Controls and Records** - The Contractor must maintain sufficient controls to ensure that all required data is fully processed.

4.5.16 **Security** - The Contractor must ensure that the information acquired pertaining to custodial and noncustodial parents and child support system records remains confidential. The Contractor must limit access to the data capture area.

4.5.17 **Management Reports** – The Contractor must provide, at a minimum, the reports required in accordance with Sections 5.5 and 5.11 of this RFP, as well as any other report deemed necessary by the OTDA in support of the milestones, deliverables, and performance standards noted in Sections 4.5 herein, 5.5, and 6 of this RFP.

4.5.18 **OTDA Responsibilities** – The OTDA will provide the Contractor with the following:

4.5.18.1 Signons and passwords for access to the child support system.

4.5.18.2 Initial training for accessing child support system records and performing update functions.

4.5.18.3 Local district addresses and contacts.

4.5.18.4 File formats for each required file to be transmitted to the OTDA.

4.5.18.5 Notification of additional data capture processes as they arise.

4.5.18.6 Provide training manuals to support data capture tasks.

4.5.18.7 The OTDA name and telephone number for the ICR contact person.

4.5.18.8 Local district family court addresses.

4.5.18.9 Form letter templates to support data capture tasks.

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4.6 **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 Sections 4.6 herein, 5.6, and 6 of this RFP. The Contractor's Putative Father Registry processing functions must entail on a daily basis, receipt of mail, mail opening and sorting, data capture, creation and transmission of an electronic data file, and provision of all other ancillary functions required to maintain security and control over the entire process. The Contractor must perform the following tasks:

4.6.1 **Maintain the Post Office Box** – The Contractor must maintain the post office box established for the Putative Father Registry.

4.6.2 **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.

4.6.3 **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.

4.6.4 **Mail Opening** - Open each envelope, remove all contents, keep envelope and contents together, and verify that all contents have been removed.

4.6.4.1 Sort the opened and extracted mail as follows:

-Child support payments received in the Putative Father Registry post office box
-Acknowledgment of Paternity Forms (LDSS-4418 NYC [10/02])
-Acknowledgment of Paternity Forms (LDSS-4418 [08/98])
-Acknowledgment of Paternity Forms (LDSS-4418 [01/14])
-Court Determination of Parentage Forms
-Orders of Filiation
-Instruments to Acknowledge Paternity
-Notices of Intent to Claim Paternity
-Orders of Abrogation
-Orders to Vacate
-Requests for Deletions
-Other (e.g., Search requests)
-Correspondence

4.6.4.2 Sort the opened mail into valid and invalid mail. Invalid mail, at minimum is missing the following information:

Acknowledgments of Paternity:
-Father's name, signature, date of birth, two (2) witnesses' signatures
-Mother's name, signature, date of birth, two (2) witnesses' signatures
-Child's name, place of birth, date of birth

Court Determinations of Parentage Form:
-Father's name
-Child's name

A complete listing of invalid mail is provided in the Putative Father Registry Data Capture training manual referenced in Appendix H.

4.6.4.3 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.

4.6.4.4 The Contractor must each day deliver any correspondence not related to the Putative Father Registry to the OTDA's on-site staff at the New York State Child Support Processing Center.

4.6.4.5 Delivery of Documents to Adoption Services - The Contractor must deliver the following documents to the Office of Children and Family Services (OCFS), Adoption Services, at the location to be provided by the OTDA:

-Orders of Filiation
-Instruments to Acknowledge Paternity
-Notices of Intent to Claim Paternity
-Orders of Abrogation
-Orders to Vacate
-Requests for Deletion
-Correspondence and other mail related to PFR (e.g., Search Requests)

Delivery of these documents must occur in accordance with Section 5.6.1.2.3 of this RFP.

4.6.4.6 The Contractor must, once a week, call OCFS, Adoption Services, to ascertain if any documents for the Putative Father Registry 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.

4.6.5 **Data Capture** – The Contractor must capture the following data from Putative Father Registry documents identified in Section 4.6.4.1 of this RFP:

SOURCE
LOCATION
FORM VERSION
LOCAL/RECORDED DISTRICT
REGISTRATION/BIRTH/REGISTER NUMBER or ENTRY DATA
CHILD-NAME-LAST
CHILD-NAME-FIRST CHILD-
NAME-MI
CHILD-DATE-OF-BIRTH
MOTHER-NAME-LAST
MOTHER-NAME-FIRST
MOTHER-NAME-MI
MOTHER-SOCIAL-SECURITY-NUMBER MOTHER-DATE-OF-
BIRTH
MOTHER-ADDRESS-C/O
MOTHER-ADDRESS-STREET
MOTHER-ADDRESS-CITY/STATE
MOTHER-ADDRESS-ZIPCODE
MOTHER-DATE-SIGNED
MOTHER-DIN
FATHER-NAME-LAST
FATHER-NAME-FIRST – Followed by DIN#, if provided FATHER-
NAME-MI

FATHER-SOCIAL-SECURITY-NUMBER
FATHER-DATE-OF-BIRTH
FATHER-ADDRESS-C/O FATHER-
ADDRESS-STREET FATHER-
ADDRESS-CITY/STATE FATHER-
ADDRESS-ZIPCODE FATHER-
DATE-SIGNED FATHER-DIN
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.

4.6.6 **Create Data File** - The Contractor must create an electronic data file in the format required by the OTDA from the data captured in accordance with Section 4.6.5 of this RFP.

4.6.7 **Transmit Data File** – The Contractor must transmit the data file to the OTDA in the required format.

4.6.8 **Return Invalid Documents** – The Contractor must return invalid Acknowledgment of Paternity Forms to the remitting party. All other invalid documents identified in Section 4.6.4.2 of this RFP must be returned to OCFS.

4.6.9 **Record Retention** – The Contractor must retain all source documents for one hundred and twenty (120) days from the month received.

4.6.10 **Controls and Records** – The Contractor must be responsible for maintaining sufficient controls and records, which conform to generally accepted accounting principles and practices.

4.6.11 **Logs and Reports** - The Contractor must maintain logs and reports as required in Section 5.6.8 of this RFP.

4.6.12 **Security** - The Contractor must secure Putative Father Registry operations by:

4.6.12.1 Limiting access to only authorized staff.

4.6.12.2 Maintaining camera surveillance of entire operation to include recording activities.

4.6.12.3 Providing secured facility and limited access to Putative Father Registry documents not processed each day.

4.6.12.4 Ensuring that information pertaining to the Putative Father Registry remains confidential.

4.6.13 **Management Reports** - The Contractor must provide, at a minimum, the reports required in accordance with Sections 5.6 and 5.11 of this RFP, as well as any other report deemed necessary by the OTDA in support of the milestones, deliverables, and performance standards noted in Sections 4.6 herein, 5.6, and 6 of this RFP

4.6.14 **OTDA Responsibilities** – The OTDA will provide the following:

4.6.14.1 Listing of Hospitals and their respective Permanent Facility Identifier (PFI) code.

4.6.14.2 Telephone number, address and contact name for OCFS, Adoption Services.

4.6.14.3 Listing of Registrars and their addresses.

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4.7 **Interactive Voice Response System**

The Contractor must employ state-of-the-art equipment and software to ensure that the IVR System functions are performed efficiently and effectively while adhering to the milestones, deliverables and performance standards noted in Sections 4.7 herein, 5.7, and 6 of this RFP. The IVR System functions entail receiving standardized text and information response specifications from the OTDA, developing an IVR System, receipt of data files from the OTDA, updating IVR System database, maintaining telecommunications full access to system, and providing accurate and controlled information based upon the OTDA security measures.

4.7.1 **Develop and Maintain System** – The Contractor must develop an IVR System with a supporting script in English and Spanish, and translated in any other languages requested by the OTDA, that receives calls, verifies caller authorization to receive information, retrieves data or information and provides the same to the caller. The IVR System must:

4.7.1.1 be installed with forty-eight (48) lines and expandable to ninety-six (96) lines;

4.7.1.2 allow for transfer to a Customer Service Representative;

4.7.1.3 provide local district contact information from a systems table;

4.7.1.4 allow for updating data without interrupting caller access; and

4.7.1.5 allow for capture of address and employment information from callers at the option of the OTDA as a customer service enhancement.

4.7.2 **Load Master File Information** - The Contractor must at the beginning of each month:

4.7.2.1 receive five (5) separate voice response data files from the OTDA which groups together records for the following local districts:

-File #1: Albany County through Erie County
-File #2: Essex County through Nassau County
-File #3: Niagara County through Saratoga County
-File #4: Schenectady County through Yates County and Non-IV-D
-File #5: New York City only

4.7.2.2 Verify that there is data for each of the fifty-eight (58) local districts and the Non-IV-D Services Unit and that the data is readable and not duplicative. Notify the OTDA immediately if there is a problem with the files.

4.7.2.3 Allow callers to receive information during updating process.

4.7.2.4 Insert dates representative of master file information.

4.7.2.5 Verify accuracy and completeness of new master file data.

4.7.2.6 Verify access to and information contained on new master file data.

4.7.2.7 Complete an IVR System control log.

4.7.3 **Load Daily Update Information** - The Contractor must perform the following tasks each day (Monday through Friday) subsequent to loading master file information:

4.7.3.1 Receive five (5) separate voice response data files from the OTDA which groups together records for the following local districts:

-File #1: Albany County through Erie County
-File #2: Essex County through Nassau County
-File #3: Niagara County through Saratoga County
-File #4: Schenectady County through Yates County and Non-IV-D
-File #5: New York City only

4.7.3.2 Verify that the data on each of the five (5) data files is readable and not duplicative. Notify the OTDA immediately if there is a problem with the files.

4.7.3.3 Allow callers to receive information during updating process.

4.7.3.4 Insert dates representative of master file information.

4.7.3.5 Verify accuracy and completeness of new master file data.

4.7.3.6 Verify access to and information contained on new master file data.

4.7.3.7 Complete an IVR System control log.

4.7.4 **New Messages/Updates** - The Contractor must implement new messages or complete updates to existing messages as required by the OTDA.

4.7.5 **Programming Support** - The Contractor must provide all programming, software and equipment necessary to maintain the IVR System as required by the OTDA. The Contractor must provide support for enhancements to the IVR System data, call flow, and scripting as required by the OTDA.

4.7.6 **Notification of Problems/Resolution** - The Contractor must, immediately upon experiencing or determining a problem exists with the telephone access or line usage for the IVR System, contact the OTDA's Telephone Services Contractor and the OTDA. The Contractor must maintain and complete a monthly IVR System Downtime Log to monitor occurrences for lapses of access to the IVR System. The Contractor must identify and implement a solution to each problem as it arises.

4.7.7 **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 IVR System.

4.7.8 **Controls and Records** - The Contractor must maintain controls to ensure performance standards are met.

4.7.9 **Security** - The Contractor must maintain a secured facility and limit access, and ensuring that the IVR System and child support system information remains confidential.

4.7.10 **Management Reports** - The Contractor must provide the reports required in accordance with Sections 4.7.10 herein and 5.11 of this RFP, as well as any other report deemed necessary by the OTDA in support of the milestones, deliverables, and performance standards noted in Sections 4.7 herein, 5.7, and 6 of this RFP. At a minimum, the Contractor must provide the OTDA with daily reports that contain the following:

4.7.10.1 Number of times various information is accessed by callers.

4.7.10.2 A line usage report.

4.7.10.3 A statistical summary report.

4.7.10.4 The daily reports must also be summarized to provide a separate weekly and monthly report containing the above data.

4.7.11 **OTDA Responsibilities** – The OTDA will provide the Contractor with:

4.7.11.1 Existing script and information flow design, English and Spanish, and any other languages requested by the OTDA.

4.7.11.2 Individual requests for new announcements or changes to existing announcements, either of which will include the following:

4.7.11.2.1 Draft of announcement to be developed or change to be made, English and Spanish, and any other languages requested by the OTDA.

4.7.11.2.2 Location of insertion of announcement or change.

4.7.11.2.3 Timeline for inclusion.

4.7.11.3 Data files as noted in Appendix F of this RFP.

4.7.11.4 Name and contact information for the contractor under contract with the OTDA to provide telephone services in support of the IVR System (e.g., line access and usage services).

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4.8 **Customer Service**

The Contractor must provide Customer Service Centralized Operations for receiving telephone calls, emails received by OTDA, information provided by the Federal Office of Child Support Enforcement (OCSE) Debt Inquiry Portal, and correspondence received at the processing center from custodial and noncustodial parents, income providers, financial institutions, other state's child support agencies and the public, in general. The IVR System identified in Section 4.7 of this RFP should be used to compliment and or manage the call volume to the Customer Service Centralized Operations identified in Sections 4.8 herein and 5.8 of this RFP. The Customer Service Centralized 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 Centralized 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 Section 4.8 herein, as well as Sections 5.8 and 6 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 the child support system, responding to inquiries, updating the child support system, creating referrals to local child support offices, and the OTDA, mailing follow up documents to inquiring parties, and reporting.

4.8.1 **Telecommunication/Equipment** - The Contractor must, at minimum, perform the following tasks:

4.8.1.1 Assist in the installation of telephone services to be implemented by the OTDA and its Telephone Services Contractor.

4.8.1.2 Install a telecommunication system and software that allows, at minimum, for the following:

4.8.1.2.1 business and non-business hours messaging
4.8.1.2.2 special messaging
4.8.1.2.3 caller identification
4.8.1.2.4 call recordings
4.8.1.2.5 call transfers
4.8.1.2.6 a call queue
4.8.1.2.7 messaging within the queue
4.8.1.2.8 three party calls

4.8.2 **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 Child Support Information Line and the New York State Division of Child Support Enforcement website.

4.8.3 **Software Application** - Develop, implement, and maintain a Software Application to support the functions of Customer Service. The Software Application must provide for, at a minimum, the following:

4.8.3.1 a User's Manual to be provided to local district child support offices and used for training purposes.

4.8.3.2 most frequently asked questions and answers relative to each functional area of the child support program to be used in the Customer Service Centralized Operations and shared with local district child support offices.

4.8.3.3 referral of inquiries, where directed by the OTDA, to local district child support offices.

4.8.3.4 mailing of requested child support documents.

4.8.4 **Lumpsum Inquiries** – Develop, implement, and maintain a process to support and respond to inquiries regarding an anticipated lumpsum payment to a noncustodial parent.

4.8.4.1 Identify noncustodial; parent child support account(s).

4.8.4.2 Calculate the maximum amount to be paid from the anticipated lumpsum payment per child support account.

4.8.4.3 Notify income provider of amounts to be paid per child support account.

4.8.5 **Controls and Records** – The Contractor must maintain sufficient controls to ensure that every Customer Service inquiry is fully processed in accordance with Section 5.8 of this RFP.

4.8.6 **Security** – The Contractor must limit access to the Customer Service area and ensure that Customer Service and child support system information remains confidential.

4.8.7 **Management Reports** – The Contractor must provide, at a minimum, the reports required in accordance with Sections 5.8 and 5.11 of this RFP, as well as any other report deemed necessary by the OTDA in support of the milestones, deliverables, and performance standards noted in Sections 4.8 herein, 5.8, and 6 of this RFP.

4.8.8 **OTDA Responsibilities**

4.8.8.1 Providing OTDA/DCSE website, the lumpsum reporting address, and the OCSE Debt Inquiry Portal address.

4.8.8.2 Providing the Contractor with access to the OCSE Debt Inquiry Portal

4.8.8.3 Providing for the installation and maintenance of telephone lines to support the operation of the Customer Service functions.

4.8.8.4 Installation and ongoing maintenance of child support system processors to allow access through Contractor personal computers with emulation software capable of accessing the child support system.

4.8.8.5 Child support system telecommunications link between the OTDA and the Contractor.

4.8.8.6 Providing a signon and password to each Contractor staff person that is responsible for using the child support system in providing Customer Service.

4.8.8.7 Reference materials to support the development of the Software Application, approving initial Software Application and any future revisions or updates.

4.8.8.8 Providing a listing of contact addresses, office hours, and telephone numbers for each of the fifty-eight (58) local district child support agencies and Family Court offices.

4.8.8.9 Provide the most recent procedures to be completed by the Contractor upon receipt of a lumpsum inquiry. The OTDA will provide updated procedures as it determines necessary.

4.8.8.10 Provide access to the Non-IV-D Services Unit master file of payments made and disbursed prior to April 27, 2014.

4.8.8.11 Provide OTDA-approved contact information for callers who require language interpretation services.

4.8.9 **Training** – The OTDA is responsible for providing initial child support system training, Customer Service Helpline User Manual, Frequently Asked Questions (FAQs), and child support program training to management and non-management staff.

4.8.10 **Quality Control** – The Contractor is responsible for maintaining quality control efforts to ensure that the call handling, responses provided, and the information gathered by Customer Service Centralized Operations meets or exceeds the level required as noted in Section 5.8 of this RFP.

4.8.11 **Performance** – The Contractor is responsible for adhering to the Customer Service performance standards outlined in Section 5.8 of this RFP which may result in the OTDA taking action in accordance with the withholding of payment and assessment of the liquidated damages provisions of Section 6 of this RFP.

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4.9 **Administration**

4.9.1 **Administrative Activities** - The Contractor must maintain overall administrative activities to ensure continuity of all operations required by this RFP.

4.9.1.1 Administrative functions include at a minimum:

4.9.1.1.1 Maintaining required Key Staff;

4.9.1.1.2 Maintaining sufficient human services personnel, accounting, training, and general clerical support staff;

4.9.1.1.3 Completing employment activities (e.g., hiring and termination, processing health insurance requests, and claims, etc.);

4.9.1.1.4 Completing reporting and notification requirements;

4.9.1.1.5 Preparing accounting reports and records;

4.9.1.1.6 Performing quality assurance activities;

4.9.1.1.7 All other associated ancillary functions/tasks; and

4.9.1.1.8 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.

4.9.2 **Offset Wire Transfers** – The Contractor must wire transfer to each local district bank account offset money that has been identified by the OTDA. Offset requests are received on a weekly and monthly basis. The Contractor must, at minimum, complete the following tasks:

4.9.2.1 Receive notice from the OTDA of a request to wire transfer Offset money.

4.9.2.2 Wire transfer the appropriate amount of money to each of the local district bank accounts using the correct transfer description within two (2) days of receiving notice.

4.9.2.3 Confirm that the transfers made to each of the local district bank accounts are correct.

4.9.2.4 Notify the OTDA the same day that the money is transferred of the transfer and the amounts transferred.

4.9.3 **Key Staff Presence** - Key Staff shall be scheduled to work and be present at the Operations Facility and the Customer Service Center, if separate, during the standard work week of forty (40) hours (exclusive of any lunch break or leave time) within the core operational hours of 7:00 AM to 6:00 PM, EST, unless otherwise approved by the OTDA Project Director. Key Staff will be assigned to work exclusively on the Centralized Operations, unless otherwise agreed to by the OTDA.

4.9.3.1 Key Staff positions shall not be vacant for more than ten (10) consecutive days. The Contractor shall submit, on a monthly basis, a schedule delineating actual days and hours worked by each Key Staff position.

4.9.3.2 Each Key Staff position is required to be present on site two hundred and twenty-nine

(229) days of the contract year.

4.9.4 **OTDA Responsibilities** – The OTDA will provide the Contractor with:

4.9.4.1 Approval of Key Staff;

4.9.4.2 Requests for information;

4.9.4.3 Clarification of contract requirements;

4.9.4.4 Notification of Offset Wire Transfers;

4.9.4.5 Local district bank account information; and

4.9.4.6 Wire transfer descriptions.

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4.10 **Early Intervention Enhancement**

4.10.1 **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. This RFP contains various operations that allow for custodial and noncustodial 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 Sections 4.10 herein and 5.14 of this RFP. EIS functions entail receiving standardized text and information response specifications from the OTDA, developing an interactive communication system, receipt of data files from the OTDA, updating the communication database, maintaining full telecommunications access to system, providing accurate and controlled information to custodial and noncustodial parents based upon the OTDA security measures.

4.10.2 **Develop and Maintain System** – The Contractor must develop a communications system with supporting messaging that sends outbound calls, confirms connection with caller, retrieves data, and provides same to caller. The EIS must:

4.10.2.1 convert data to messaging;
4.10.2.2 provide for language or text messaging;
4.10.2.3 provide language in English and Spanish, and translated in any other languages requested by the OTDA;
4.10.2.4 provide recipient of call with secure reminder message;
4.10.2.5 provide recipient with a secure call back message; and
4.10.2.6 recognize completed calls.

4.10.3 **Develop Message Scripting** – The Contractor must develop a script of messages to be used to convert data to language.

4.10.4 **Load Data File Information** - The Contractor must receive the following data files from the OTDA on a daily basis:

4.10.4.1 One (1) data file containing statewide records; or

4.10.4.2 Two (2) data files - one (1) containing New York City records and the other containing records for local districts outside of New York City; or

4.10.4.3 Five (5) separate data files from the OTDA which group together records for the following local districts:

-File #1: Albany County through Erie County
-File #2: Essex County through Nassau County
-File #3: Niagara County through Saratoga County
-File #4: Schenectady County through Yates County
-File #5: New York City only

4.10.4.4 Verify that the data on each of the data files is readable and not duplicative. Notify the OTDA immediately if there is a problem with the files.

4.10.4.5 Load the data file to the EIS.

4.10.4.6 Update EIS representative of data file information.

4.10.4.7 Verify accuracy and completeness of new data file data.

4.10.4.8 Verify access and information contained on new data file data.

4.10.4.9 Complete an EIS control log.

4.10.5 **Update the Child Support System** – The Contractor must develop a data file to be transmitted to the OTDA containing records identifying the outcome of each record contained on the outbound EIS data file. The data must contain, at a minimum, the following:

4.10.5.1 Date of messaging;
4.10.5.2 Delivered scripted or call back message; and
4.10.5.3 Type of message, language or text.

4.10.6 **New Messages/Updates** - The Contractor must implement new messages or complete updates to existing messages as required by the OTDA.

4.10.7 **Programming Support** - The Contractor must provide all programming, software and equipment necessary to maintain the EIS as required by the OTDA.

4.10.8 **Notification of Problems/Resolution** - The Contractor must, within one (1) 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.

4.10.9 **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.

4.10.10 **Controls and Records** - The Contractor must maintain controls to ensure performance standards are met.

4.10.11 **Security** - The Contractor must maintain a secured facility and limit access, ensuring that the EIS and the child support system information remains confidential.

4.10.12 **Management Reports** - The Contractor is responsible for providing in a format acceptable to the OTDA, all the reports containing information related to the EIS operation in accordance with Section 5.11 of this RFP, as well as any other report deemed necessary by the OTDA in support of the milestones, deliverables, and performance standards noted in Sections 4.10.12 herein and 5.14 of this RFP. At a minimum, the Contractor must provide the OTDA with daily reports that contain the following:

4.10.12.1 Number of outbound calls:

4.10.12.1.1 Number of early intervention messages delivered
4.10.12.1.2 Number of call back messages delivered

4.10.12.2 Number of messages:
4.10.12.2.1 Number of language messages
4.10.12.2.2 Number of text messages

4.10.12.3 Number of incomplete calls:

4.10.12.3.1 Number of calls resulting in busy signal
4.10.12.3.2 Number of calls to non-working incorrect numbers

4.10.12.4 Date of return file to the OTDA

4.10.12.5 A report of all non-working telephone numbers and email addresses.

4.10.12.6 A statistical summary report.

4.10.12.7 The daily reports must also be summarized to provide a separate weekly and monthly report containing the above data.

4.10.13 **OTDA Responsibilities** – The OTDA will provide the Contractor with:

4.10.13.1 Providing for the installation and maintenance of telephone lines to support the operation of the EIS tasks.

4.10.13.2 A set of data elements to be converted to scripting, English and Spanish, and any other languages requested by the OTDA.

4.10.13.3 Individual requests for new messages or changes to existing messages either of which, will include the following:

4.10.13.3.1 Draft of message to be developed or change to be made, English and Spanish, and any other languages requested by the OTDA.

4.10.13.3.2 Timeline for inclusion.

4.10.13.4 Data file layouts to support the EIS and the return file to the OTDA.

4.10.13.5 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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4.11 **Location Enhancement**

4.11.1 **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 child support system 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 Sections 4.11 herein and 5.15 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, and providing accurate and controlled information to the child support system based upon the OTDA security measures.

4.11.2 **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:

4.11.2.1 Initiate activity on each referred case.

4.11.2.2 Initiate skip tracing, including but not limited to the use of the United States Postal System 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.

4.11.2.3 Provide all verified location, employment, and asset information to the OTDA in an electronic data file format or online child support system data entry, as defined by the OTDA.

4.11.3 **Location Data** - The Contractor must provide to the OTDA verified information obtained for each verified case:

4.11.3.1 County Code

4.11.3.2 Child Support Case Number

4.11.3.3 Custodial or Noncustodial Parent Name

4.11.3.4 Location Information:
4.11.3.4.1 Social Security number
4.11.3.4.2 Telephone Number (Land and or Mobile)
4.11.3.4.3 Custodial/Noncustodial Parent's Address
4.11.3.4.4 Date of Birth

4.11.3.5 Employment Information:
4.11.3.5.1 Name of Employer
4.11.3.5.2 Address of Employer
4.11.3.5.3 Employer's Federal Employer Identification Number (EIN)
4.11.3.5.4 Social Security number Reported by Employer
4.11.3.5.5 Date of Birth Reported by Employer

4.11.3.6 Asset Information:
4.11.3.6.1 Name of Financial Institution

4.11.3.6.2 Address of Financial Institution
4.11.3.6.3 Social Security number Reported by Financial Institution
4.11.3.6.4 Date of Birth Reported by Financial Institution

4.11.3.7 Notification of Death:
4.11.3.7.1 Date of Death
4.11.3.7.2 County of Death
4.11.3.7.3 Information Source
4.11.3.7.4 Verification Method

4.11.4 **Management Reports -** The Contractor is responsible for providing in a format acceptable to the OTDA, all the reports containing information related to the Location operation in accordance with Section 5.11 of this RFP, as well as any other report deemed necessary by the OTDA in support of the milestones, deliverables, and performance standards noted in Sections 4.11 herein and 5.15 of this RFP.

4.11.5 **Records** –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.

4.11.6 **Quality Control** – The Contractor is responsible for maintaining quality control efforts to ensure that the location information obtained and verified meets or exceeds the performance standards noted in Section 5.15 of this RFP.

4.11.7 **Performance** – The Contractor is responsible for adhering to the Location Enhancement performance standards outlined in Section 5.15 of this RFP which may result in the OTDA taking action in accordance with the withholding of payment provisions of Section 6 of this RFP.

4.11.8 **OTDA Responsibilities** – The OTDA will provide the Contractor with:

4.11.8.1 Initiating Location Data Files – 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.

4.11.8.2 Return Location Data File Layout – The OTDA will be responsible for providing the contractor with the return location data file layout.

4.11.8.3 Return Location Data Files – The OTDA will be responsible for receiving and processing the return location data files.

4.11.8.4 Child Support System Signons – The OTDA will be responsible for providing a signon and password for each staff person that is responsible for using the child support system in providing location information.

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Section 5 PERFORMANCE AND STANDARDS

Sections 4 and 5 of this RFP set forth the work, tasks, and functional requirements to be performed for each Centralized Operation (Scope of Work). Section 5 also establishes certain performance standards associated with each Centralized Operation. When preparing Bid Proposals, Offeror responses shall address how they will perform the Scope of Work set forth in both Sections 4 and 5 of this RFP.

5.1 Payment Processing

5.1.1 Mail Receipt, Opening and Sorting

5.1.1.1 Post Office Boxes - The Contractor must ensure that the post office boxes located at the USPS 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 boxes at the USPS Facility using a secured courier. All mail must be retrieved at the earliest possible time each day, Monday through Saturday, and any other time throughout those days, as noted in Section 4.1.1.2, in order to ensure that the Contractor obtains all mail placed in the boxes that day. The Contractor must, under no circumstances, commingle the mail obtained for Payment Processing with mail obtained for any other Operations tasks as noted in Section 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 to ensure that mail not addressed to one of the local district SCUs or the New York State Child Support Processing Center is outsorted and either directed to one of the other centralized operations where appropriate or returned to the USPS 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 boxes as noted in Section 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 Signature - The Contractor must accept for deposit noncustodial, property execution, personal injury claim, or income provider payments that have been electronically produced.

5.1.1.4.3 Legal Line - The Contractor must not accept for deposit payments with a blank/incomplete legal line. Payments are to be processed for the legal line amount. Foreign payments with conflicting legal and courtesy amounts are not to be processed.

5.1.1.4.4 Correspondence Only - The Contractor must keep the envelope with the correspondence and, as directed by OTDA, electronically forward to Customer Service the same day as received. In those situations where payment is received with correspondence, the Contractor must meet the performance standard in Section 5.1.1.4.5 of this RFP.

5.1.1.4.5 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 Customer Service the same day as received.

5.1.1.4.6 Payment Envelopes - The Contractor must keep the envelope with the payment whenever it receives a noncustodial parent payment without a child support identifier. 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 AM, EST, the next day.

5.1.1.4.7 Segregation - The Contractor must keep each local district's and the Non-IV-D Services Unit's correspondence and payments segregated throughout Contractor processing.

5.1.1.4.8 Internal Controls - The Contractor must have two (2) people present when the mail is opened. Mail opening staff cannot perform other payment processing functions (e.g., crediting payments to specific child support accounts), or perform any tasks associated with the generation and mailing of support disbursement.

5.1.1.4.9 Cash Payments Received in Mail - The Contractor must immediately issue a corresponding local district or Non-IV-D Services Unit 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.

5.1.1.4.10 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

Time mail opening completed for:
-Payments
-Correspondence

5.1.1.5 <u>Sorting Envelope Contents</u> – 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 Sections 5.1 herein and 6 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
-Income providers

-Other NYS Jurisdictions (referred herein after as SCU payments)
-Other State Child Support Agencies
-Property Execution
-Personal Injury Claims
-DTF

5.1.1.5.2 Acceptable Formats for Payments Received in the Mail - The Contractor must sort the local district and Non-IV-D Services Unit payments as follows:

5.1.1.5.2.1 Income provider payment with a coupon or coupons

5.1.1.5.2.2 Income provider payment with a case identifier(s)/amount(s) listing

5.1.1.5.2.3 Income provider payment with a single case identifier on the payment or supporting documentation

5.1.1.5.2.4 Income provider payment with multiple case identifiers and amounts on the payment or supporting documentation

5.1.1.5.2.5 Income provider payment without a case identifier, also known as “Income provider Unidentified Payment"

5.1.1.5.2.6 Income provider payment with multiple case identifiers without an amount per account number also known as “Income provider 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 case identifier on the payment or supporting documentation

5.1.1.5.2.9 Noncustodial parent payment with multiple case identifiers and amounts on the payment or supporting documentation

5.1.1.5.2.10 Noncustodial parent payment without a case identifier, also known as “Noncustodial Parent Unidentified Payment"

5.1.1.5.2.11 Noncustodial parent payment with multiple case identifiers 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 or personal injury claim 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 or personal injury claim, including those containing the words “levy” or “Thrift Savings”

5.1.1.5.2.15 Property execution or personal injury claim payment with a copy of the property execution or personal injury claim document

5.1.1.5.2.16 Single payment from another New York State SCU with or without a child support 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 a child support

account number recorded on the payment or supporting documentation.

5.1.1.5.2.18 Single payment and a listing from another state child support agency with or without amounts per child support account number

5.1.1.5.2.19 Single payment and multiple listings from another state child support agency with or without amounts per child support account number

5.1.1.5.2.20 Payments without a valid child support 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 and the Non-IV-D Services Unit made payable to the "New York State Child Support Processing Center" either as a payment or a payment with multiple listings/ multiple coupons.
-Misdirected payments
-Correspondence with payments
-Correspondence only
-Misdirected correspondence only
-Noncustodial parent payment envelope with full return address.
-Undeliverable mail

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 Section 5.1 of this RFP as well as supporting payment file creation as noted in Section 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 judgment.

5.1.2.3 Be liable to the OTDA for liquidated damages as noted in Section 6 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 data file within the timeframes noted in Section 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 payments).

5.1.2.5.2 payments posted to suspense account(s).

5.1.2.5.3 payment rejected by the child support system 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 Section 5.1.2.5 of this RFP:

5.1.2.6.1 batch headers;

5.1.2.6.2 front of all remittance devices; and

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; and

5.1.2.7.5 Storing.

5.1.2.8 Provide, at no additional cost to the OTDA, emergency and non-emergency repair, maintenance, or replacement to ensure that the electronic digital copy equipment remains operable and functional throughout the contract term.

5.1.2.9 Maintain a log of all maintenance of the electronic digital copy equipment.

5.1.3 **Payment Processing**

5.1.3.1 Payments Not Acceptable for Deposit - The Contractor must not accept for processing and deposit any payment not acceptable by the OTDA's Banking Contractor (e.g. postdated checks, dated more than five (5) days from the day payment was retrieved from the post office boxes). The Contractor must identify and return all payments received from noncustodial parents and income providers that are not acceptable for deposit and provide the remitter 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 USPS Facility 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 AM, EST, the next business day.

5.1.3.2 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 Section 4.1 of this RFP to ensure that the data file format, deposit preparation, and reporting requirements noted in Sections 5.1 and 6 of this RFP are met.

5.1.3.3 Electronic Forms - The Contractor must directly receive from local district SCUs and process the following electronic reports on a daily basis:

5.1.3.3.1 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 PM, EST, on the payment file transmitted to the OTDA on its respective day.

5.1.3.3.2 Payment Documentation Requests - Local districts will electronically provide the Contractor with requests for payment documentation which the Contractor must process in accordance with Sections 4.1.6.3.2 and 5.1.3.10.2 of this RFP.

5.1.3.3.3 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 Sections 4.1.6.4 and 5.1.3.10.4 of this RFP.

5.1.3.3.4 Cash Receipt Books - Local districts will electronically provide the Contractor with requests for cash receipt books which the Contractor must provide in accordance with Section 5.1.1.4.9 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.

5.1.3.3.5 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 Sections 4 and 5 of this RFP.

5.1.3.3.6 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.

5.1.3.4 Edits - The Contractor must maintain and complete edits as specified in Section 4.1.2.4.1 of this 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.

5.1.3.5 Processing Timeframes

5.1.3.5.1 The Contractor must process the payments retrieved from the post office boxes on Saturdays at the USPS Facility and include those payments on the payment file transmitted to the OTDA by 12:00 PM, EST, the following Monday.

5.1.3.5.2 The Contractor must process no less that eighty percent (80%) of the payments retrieved from the post office boxes at the USPS 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 PM, EST, on Monday or the business day after a holiday.

5.1.3.5.3 The Contractor must process the payments retrieved from the post office boxes on Tuesday plus the unprocessed mail identified in Section 5.1.3.5.2 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 PM, EST, on Tuesday or two (2) business days after a holiday.

5.1.3.5.4 The Contractor must process the payments retrieved from the post office boxes at the USPS Facility Wednesday through Fridays and include those payments on the payment file sent to the OTDA by 7:00 PM, EST, on its respective day (e.g., payments placed in the post office boxes on Thursday must be on the file transmitted to the OTDA on that same Thursday).

5.1.3.6 Creation of Data File – The Contractor must complete Payment Processing tasks noted in Section 4.1.2 and must create a payment data file that includes all the required information for all payments (see Appendix E of this RFP).

5.1.3.7 Payment Information

5.1.3.7.1 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 12:00 PM, EST, 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 income provider, other states child support agencies, noncustodial parents and property execution and maintain a process that records those payments on the data file transmitted to the OTDA with all required data elements for each category of payment (e.g. income provider batch type 57, other states batch type 50, etc.). (see Appendix E of this RFP).

5.1.3.7.2 Payment Information Received from Income providers as Electronic Data Information other than form Electronic Funds Transfer - The Contractor must process payments received from income providers 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 12:00 PM, EST, 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.

5.1.3.7.3 Payment Information for Transfers from New York State Child Support Processing Center Bank Account - The Contractor must process those payments identified in Sections 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.

5.1.3.7.4 Contact with Remitter Payment Information – The Contractor must complete the required tasks as noted in Section 4.1 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 USPS post office boxes, regardless of the time of day that copies of those payments were initially provided for contacting the remitter. For example, payments outsorted at 1:00 PM, EST, on Monday must be included on the payment file transmitted on Wednesday by the 7:00 PM, EST, required

transmission time.

5.1.3.8 Payment File Transmission - The Contractor must daily complete transmission, including confirmation of receipt from the child support system, of four (4) separate payment files for Rest of State and one (1) payment file for New York City (see Section 4.1.2.7 of this RFP) by 7:00 PM, EST, Monday through Friday. The Contractor must complete transmissions, including confirmation of receipt from the child support system, 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 12:00 PM, EST. The Contractor must access the child support system and perform request production run screen tasks to verify receipt of all five (5) payment data files by the OTDA. The Contractor must retain screen prints to provide an audit trail of acceptance of the data file. The Contractor must follow the OTDA contact person protocol should repeat transmission fail after a data file transfer failure.

5.1.3.9 Providing Previously Transmitted Payment File - The Contractor must, at the request of the OTDA, re-transmit one (1) 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.

5.1.3.10 Documentation Requests – The Contractor must meet the following performance standards:

5.1.3.10.1 Suspense Documentation - The Contractor must electronically provide each local district and the OTDA 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 than 9:00 AM, EST, the next business day the payments were included on the payment file transmitted to the OTDA.

5.1.3.10.2 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 two hundred (200) payment documentation requests for all fifty-eight (58) local districts and the Non-IV-D Services Unit within twenty-four (24) hours of receipt.

5.1.3.10.3 Rejected Transactions Documentation - On a daily basis, the Contractor must access the child support system to determine for each of the fifty-eight (58) local districts and the Non-IV-D Services Unit, the rejected Payment Processing transactions from the previous day's processing by retrieving the payment documentation for those rejected transactions. The Contractor must electronically provide the payment processing documentation for each of the rejected transactions including 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 and OTDA within twenty-four (24) hours from the Contractor's determination that a local district has rejected payment processing transactions.

5.1.3.10.4 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 Section 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 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 PM, EST, must be processed and returned to the respective local district by 4:00 PM, EST, the same day. Confirmation requests received by the Contractor after 12:00 PM, EST, must be processed and returned to the respective local district by 12:00 PM, EST, the following business day.

5.1.3.10.5 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.

5.1.3.10.6 Documentation in Electronic Format – The Contractor must provide all documentation as noted in Sections 5.1.3.10.1 through 5.1.3.10.5 of this RFP in an electronic data file format acceptable to the OTDA and make the file or system containing the file available to the OTDA or local district on a daily basis after notification from the OTDA to begin to do so.

5.1.3.11 Payments Received with Insufficient Identifying Information - The Contractor must encourage noncustodial parents and income providers to submit sufficient information with their payments such that in any month no more than 7% of all noncustodial parent and income provider payments received during that month will necessitate further review of records prior to recording the payment on the data files 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 income providers, 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.

5.1.3.12 Misdirect/Payments Not Acceptable for Deposit – The Contractor must identify and return all payments received from noncustodial parents and income providers whose 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 USPS Facility 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 AM, EST, the following business day.

5.1.3.13 Pre-Authorized Electronic Transfer of Payments - The Contractor must encourage noncustodial parents who pay directly to use EFT from their bank accounts for remitting child support payments. The Contractor must document all attempts, whether successful or not, to encourage noncustodial parents to remit payments via pre-authorized EFT.

5.1.3.14 Converting to Electronic Payments - The Contractor must convert remitters remit payment information via computer tape or other forms of electronic data transfer, such

that the payments to be processed by the Contractor in a given month are remitted and processed in one of these mediums, exceeds:

5.1.3.14.1 55% for each month in contract year one (1);
5.1.3.14.2 58% for each month in contract year two (2);
5.1.3.14.3 60% for each month in contract year three (3);
5.1.3.14.4 63% for each month in contract year four (4); and
5.1.3.14.5 65% for each month in contract year five (5).

5.1.3.14.6 The Contractor must, within ten (10) days of the end of each the child support system month submit a report to the OTDA which at a minimum details the number of and percent of payments received and processed by, electronic wire transfer, or other forms of electronic data transfer; the manner in which the percentage was calculated; and in those instances where the percentage is less than the percentage required herein, include a narrative which documents the Contractor's marketing efforts. The Contractor must retain documentation of all instances where they attempted, whether successfully or not, to convert income providers to remit payment information via these formats.

5.1.3.15 Logs - The Contractor must, at a minimum, maintain the following logs in support of payment processing.

5.1.3.15.1 **Mail Receipt and Opening Log** to include, at a minimum:
5.1.3.15.1.1 Processing Date
5.1.3.15.1.2 Time mail received at New York State Child Support Processing Center
5.1.3.15.1.3 Grand total of all mail received.
5.1.3.15.1.4 Time mail opening was completed
5.1.3.15.1.5 Number of diskettes, cartridges and computer tapes received which include payment information

5.1.3.15.2 **Electronic Data Information Log** to include, at a minimum:
5.1.3.15.2.1 Source of information bank, income provider name, other state child support agency, noncustodial parent, property execution, Internet and credit card companies.
5.1.3.15.2.2 Data and time received
5.1.3.15.2.3 Number and amounts of payments
5.1.3.15.2.4 Date and time included on payment file

5.1.3.15.3 **Rejected Payment and Suspense Payment Logs** to include, at a minimum:
5.1.3.15.3.1 date
5.1.3.15.3.2 local district
5.1.3.15.3.3 number of income provider and noncustodial parent items posted to suspense
5.1.3.15.3.4 number of payments rejected and reason for reject
5.1.3.15.3.5 date documentation was sent via facsimile to local district
5.1.3.15.3.6 date corrective action was completed

5.1.3.15.4 **Payment File Transmission Log** to include, at a minimum:
5.1.3.15.4.1 Transmission date
5.1.3.15.4.2 Time transmission started for each file.
5.1.3.15.4.3 Time transmission completed for each file.
5.1.3.15.4.4 Number of records transmitted for each file.
5.1.3.15.4.5 All of the above, if a re-transmission was necessary

5.1.3.15.5 **Electronic Deposit Data File Transmission and Receipt Log** to include, at a minimum:
5.1.3.15.5.1 Transmission date
5.1.3.15.5.2 Time transmission started for each file.

5.1.3.15.5.3 Time transmission completed for each file.
5.1.3.15.5.4 Number of records transmitted for each file.
5.1.3.15.5.5 Number of rejected records
5.1.3.15.5.6 Confirmation and date of physical deposit of rejected records
5.1.3.15.5.7 All of the above, if a re-transmission was necessary

5.1.3.15.6 **Walk-In Payments,** to include, at a minimum:
5.1.3.15.6.1 date and time notifications received
5.1.3.15.6.2 name of local district or the OTDA

5.1.3.16 Endorsements - The Contractor must record "FOR DEPOSIT ONLY" on every non-cash payment received for a local district SCU. The Contractor must also record on the back of the payment, the words "New York State Child Support Processing Center" and the New York State Child Support Processing Center bank account number.

5.1.3.17 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 Sections 4.1.2.6.4.2 and 4.1.2.6.4.4 of the RFP.

5.1.3.18 Noncustodial Parents and Income Providers who Previously Remitted Payments with Insufficient Funds (NSF) - The Contractor must identify and return all non-certified payments received from noncustodial parents and income providers who have been identified by a local district Support Collection Unit (SCU) or is known by the Contractor as having previously remitted a payment that was found to have non-sufficient funds. The NSF payments must be returned by the Contractor via first class mail and they must be delivered to the USPS Facility on the same day as received. A copy of the letter accompanying the returned NSF payment to the noncustodial parent or income provider must be sent made available by 9:00 AM, EST, the next business day to the respective local district SCU.

5.1.3.19 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 Sections 4.1.3.2 and 5.1.4.2.1 of this RFP. The Contractor must maintain a listing of unprocessed payments for the purpose of providing sufficient information as required in Section 4.1.6.2 of this RFP and Section 5.1.3.10.4 herein. The Contractor must notify the on-site OTDA contract monitoring unit in writing, by 8:00 AM, EST, 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.

5.1.3.20 Performance - The Contractor's performance under the above standards unless otherwise noted will be measured by a test check performed by the OTDA staff.

5.1.4 **Deposits/Transfers**

5.1.4.1 Deposit Documentation – The Contractor must retain copies of the New York State Child Support Processing Center completed deposit tickets along with a copy of the deposit ten-key tape.

5.1.4.2 Timeframe

5.1.4.2.1 Electronic Deposit - The Contractor must transmit to the bank under contract to the OTDA all payments within twenty-four (24) hours of receipt. Under no circumstances is the processing and transmission of payments to be delayed because a payment cannot be identified to a specific account following the OTDA's research procedures or the Contractor's other tasks.

5.1.4.2.2 Physical Deposit - The Contractor must deposit all payments including electronic deposit rejects 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 research procedures or the Contractor's other tasks.

5.1.4.2.3 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 SCU bank account, within twenty-four (24) hours, those funds that have been received as:

5.1.4.2.3.1 Electronic funds transfer payments

5.1.4.2.3.2 Deposited as a single payment from:

5.1.4.2.3.2.1 Noncustodial parents

5.1.4.2.3.2.2 Other state child support agencies

5.1.4.2.3.2.3 Income providers

5.1.4.2.3.2.4 Internet or credit card companies

5.1.4.2.3.2.5 Property execution from financial institutions

5.1.4.2.3.3 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.

5.1.4.3 Insufficient Fund Payments - For payments found to have NSF, the Contractor must re-deposit the returned remittance device a second time and then if found to be NSF:

5.1.4.3.1 maintain an NSF log and record providing, at minimum, the following information:
5.1.4.3.1.1 bank NSF date
5.1.4.3.1.2 name of remitter name
5.1.4.3.1.3 telephone number of remitter
5.1.4.3.1.4 remitter contact name
5.1.4.3.1.5 check date
5.1.4.3.1.6 check amount
5.1.4.3.1.7 check number
5.1.4.3.1.8 date copy mailed to remitter for collection
5.1.4.3.1.9 date collection due from remitter
5.1.4.3.1.10 indicator if collected

5.1.4.3.1.11 date of collection
5.1.4.3.1.12 date referred for collection
5.1.4.3.1.13 outcome of collection activities
5.1.4.3.1.14 date collection completed

5.1.4.3.2 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;

5.1.4.3.3 The Contractor must update the child support system with information regarding payments found to have NSF (i.e., response remarks);

5.1.4.3.4 Notify the OTDA of items found to have NSF the same day that such notification is received from the banking Contractor;

5.1.4.3.5 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 NSF fund payments. The Contractor must secure collection on payments where the remitter failed to provide certified payment.

5.1.4.3.6 The Contractor is liable dollar for dollar, for the amount of subsequent NSF payment from any payment that previously tendered a payment with NSF where the Contractor has received notice from the local district SCU or bank under contract with the OTDA to provide banking services. The Contractor must provide the funds within twenty-four (24) hours of the notification of the NSF payment.

5.1.4.3.7 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 NSF.

5.1.4.4 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:

5.1.4.4.1 return a copy of the rejected payment to the remitter and advise them in writing that the present payment must be replaced;

5.1.4.4.2 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.

5.1.4.4.3 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.

5.1.4.5 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.

5.1.4.6 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.

5.1.4.7 Performance – The Contractor's performance under the above standards unless otherwise noted will be measured by a test check performed by the OTDA staff.

5.1.5 **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 error resolution tasks identified in Section 5.9 when errors are detected and/or brought to the Contractor's attention. If as a result of a processing error, a child support record or account must be corrected, the OTDA may direct the Contractor to correct the error at its own expense, without charge to the OTDA. Where the social services district or the OTDA corrects a processing error in a child support record or account, the Contractor shall be subject to liquidated damages pursuant to Section 6.2 of this RFP.

5.1.6 **Error Rate**

5.1.6.1 Standard - The Contractor must not exceed in any month a payment processing error rate of 4% 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 tasks and performance standards identified in Sections 4.1, .5.1 and 6.2 of this RFP.

5.1.6.2.2 credit the correct payment amount to a noncustodial parent child support account or local district suspense account to include completing an accurate required payment conversion for foreign currency and/or required payment proration.

5.1.6.2.3 identify the correct account to which a payment should be processed given a thorough review of all the information provided with the payment, the completion of research procedures as noted in Section 4.1.2.3 of this RFP, the account verifications required in Section 4.1.2.3.3 of this RFP and completion of the tasks as noted in Section 4.1.2.3.7 of this RFP, where applicable.

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 NSF.

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 Section 5.1.4.2.3 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 must calculate on a monthly basis the payment processing error rate, and provide the payment processing error rates quarterly to the OTDA no later than five (5) business days after the end of each quarter (Section 5.11 of this RFP). The Contractor will determine the error rate by dividing the number of payment processing errors identified (from a monthly statistical sample to be approved by the OTDA that will allow disclosure of an accuracy rate of 96% or an error rate of 4%, with a 95% confidence level at a minus of .1%) by the total payments that were processed for the same month.

5.1.6.4 Corrective Action - The Contractor must provide the OTDA with a corrective action plan as identified in Section 5.9.7 of this RFP for the OTDA approval. The corrective action plan must be provided to the OTDA within the following timeframes:

5.1.6.4.1 Within three (3) business days of a notice from the OTDA that the Contractor has failed to properly perform an Operational Task in accordance with the applicable performance standards identified in Sections 4.1 and 5.1 of this RFP; or

5.1.6.4.2 Within two (2) business days from the date that the OTDA issues a Notice of Deficiency as identified in Section 3.1.6 of this RFP.

5.1.6.4.3 The corrective action plan must detail the actions taken, or to be taken, and the timeframe for such actions, by the Contractor to correct existing data and to ensure that future payments are processed within the accuracy rate identified in Section 5.1.6.1 of this RFP and that deficiencies do not continue.

5.1.6.4.4 If the Contractor fails to submit a written corrective action plan, and/or to complete the required actions or meet a milestone within the applicable time periods identified in Sections 5.1.6.4 and 5.9.7 of this RFP, the OTDA may assess liquidated damages in accordance with Sections 6.2 and 6.11.2 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 child support 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 **Disbursements**

5.2.1 **Debit Card Customer Service** – The following performance standards apply to the operation of Customer Service. (**Note: the functions regarding issuance and monitoring of debit cards will not apply if the OTDA determines to award the debit card functions through another solicitation.**)

5.2.1.1 The Contractor must adjust staffing to support call volumes per month, week, day, and hour of operation based upon mailings, initiatives, and normal call patterns.

5.2.1.2 The Contractor must allow for special messaging.

5.2.1.3 The Debit Card Customer Service Center must have less than a two percent (2%) busy rate.

5.2.1.4 A call must connect to the IVR System within three (3) rings.

5.2.1.5 The Debit Card Customer Service Center must have no more than than a two (2) minute wait time for a caller to speak with a Customer Service Representative from the time the caller requests to speak with a call center representative.

5.2.1.6 The same services must be provided to clients for English, Spanish, or any other language.

5.2.1.7 A message must be provided to the caller after each minute of wait time. The message must, at a minimum, provide the following information:

5.2.1.7.1 all Customer Service Representatives are currently busy;
5.2.1.7.2 the expected wait time; and
5.2.1.7.3 refer the caller to the Debit Card website for information.

5.2.1.8 In the event that all Customer Service Center staff is busy, after three (3) receiving rings, a message must be provided as identified in Section 5.2.1.7 of this RFP.

5.2.1.9 Responses to callers must not exceed the following per case:

5.2.1.9.1 Seven (7) minutes with experienced staff for English and Spanish, and seventeen (17) minutes for any language other than English or Spanish;

5.2.1.9.2 Nine (9) minutes with inexperienced staff for English and Spanish, and twenty-two (22) minutes for any language other than English or Spanish;

5.2.1.9.3 A response is defined as the period of time encompassing the connection of a call to a Customer Service Representative through the Customer Service Representative's availability to connect to the next incoming call; and

5.2.1.10 In the event that a call cannot be completed in a manner as identified in Sections 4.2 and 5.2 of this RFP, the Customer Service Representative must refer the caller to a unit supervisor for response. The caller must be notified when a return call will be provided.

5.2.1.11 Caller requested action must be completed the same day as received.

5.2.1.12 Mailing of hard copy account statements must be mailed the next business day following the receipt of the request.

5.2.1.13 A message must be provided to callers calling outside of the hours identified in Section 4.2.1.9.2 of this RFP, notifying the caller of the debit card Customer Service Center hours.

5.2.1.14 The Debit Card Customer Service Center must receive a 95% overall rating in accuracy, courtesy, efficiency, and politeness. The Contractor must develop a method of surveying callers as approved by the OTDA.

5.2.1.15 **Daily** reports must be provided to the OTDA by 9:00 AM, EST, the following business day.

5.2.1.16 **Monthly** reports must be provided to the OTDA by the fifth (5th) business day following the end of month.

5.2.1.17 Delivery of Services - Each response provided by the Customer Service Center staff must always be completed in a courteous and professional manner and the information provided must reflect the status of the specific case debit card account in question or, when no account exists, it must reflect a response approved by the OTDA.

5.2.1.18 Outreach - The Contractor must provide outreach to those custodial parents who have not pinned their debit card or their replacement card (lost or expired) within thirty (30) and forty-five (45) days of receiving their debit card. The Contractor must complete outreach by using various methods such as sending custodial parents an informational letter, and by telephone. The Contractor must provide the OTDA with a monthly report of the Outreach activities.

5.2.2 **Check Stock**

5.2.2.1 Supply On-Hand - The Contractor must maintain on-hand, a three (3) month supply of blank check stock sufficient to cover the number of disbursements for all fifty-eight (58) SCUs and the Non-IV-D Services Unit.

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 USPS 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 Data Files - The Contractor must ensure that it receives a disbursement file each business day (Monday through Friday) for each of the fifty-eight (58) local district SCUs and the Non-IV-D Services Unit via FTP. The disbursement data files will be sent to the Contractor by the OTDA each day, Monday through Friday, except holidays any time between 11:00 PM, EST, and 9:00 AM, EST, 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-nine (59) disbursement data files are not received by the timeframe and/or if any verification cannot be completed and confirmed as noted herein. The Contractor must complete each business day (Monday through Friday) a control log which includes, at a minimum, the date, time of day, and beginning check number provided by the OTDA's child support system for each local district SCU. The Contractor may sort, modify or rearrange the disbursement data files received from the OTDA as long as the Contractor meets the pull and void and discount barcode mailing performance standards required in Sections 4.2 and 5.2 of this RFP.

5.2.3.2 Print Checks - The Contractor must print checks each business day (Monday through Friday) for each local district based upon the data file received from the OTDA and in accordance with Section 4.2.4 of this RFP. The Contractor must employ a process that takes full advantage of zip code plus four bar code USPS discounts.

5.2.3.3 Pull and Void Forms - The Contractor must, beginning with the first day of Disbursement Processing, establish and maintain an electronic process for use by the local district SCUs to request pulling and voiding of disbursements. In the event that the electronic process is unavailable, a paper process must be available. The Contractor must obtain approval in advance from the OTDA prior to implementing updated forms.

5.2.3.3.1 The Contractor must provide electronically the local district SCU and OTDA with:

5.2.3.3.1.1 Confirmation of the Pull and Void.

5.2.3.3.1.2 A copy of the Pull and Void.

5.2.4 **Process and Mail Checks** - The Contractor must hold the checks excluding the SCU Checks printed in accordance with Section 4.2.3.1 of this RFP, until 2:00 PM, EST, each day to allow each local district SCU time to request any pull and voids. The Contractor must pull and void checks and provide the voided checks to the respective local districts electronically on the same day the checks are pulled and voided. The Contractor must separate the SCU Checks sorted by the child support system to the end of each local district SCU disbursement data file 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 1:00 PM, EST, 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 data files were received from the OTDA. The Contractor must deliver all checks excluding SCU Checks printed each day to the USPS General Mail Facility, Old Karner Road, Albany, New York, no later than 7:00 PM, EST, 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 Processing Center P.O. Box Displays as the return address such that undeliverable checks are returned to the processing center, not the local district SCU. The Contractor must maintain a daily log which includes at a minimum, the date checks were printed, the child support system 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 2:00 PM, EST, each day (Monday through Friday), complete the tasks noted in Section 4.2.6 of this RFP, and forward fifty-eight (58) local district and the Non-IV-D Services Unit check issuance files to the Banking Services Contractor.

5.2.6 **Direct Deposit/Debit Card Files** – The Contractor must hold the data files until 1:00 PM, EST, 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 system run date, and the date the data files 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 and the Non-IV-D Services Unit direct deposit/debit card files to the Banking Services Contractor by 3:00 PM, EST, the same day as received.

5.2.7 **Electronic Fund Transfer to other NYS Counties and other State/Foreign Child Support Agencies** – The Contractor must hold the data files until 2:00 PM, EST, 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 system run date, and the date the data files 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 and Non-IV-D Services Unit direct deposit/debit card files to the Banking Services Contractor by 3:00 PM, EST, the same day as received.

5.2.8 **Rejected/Changed Electronic Transactions** – The Contractor must notify the respective local district or the OTDA of any rejected or changed transactions returned by the Banking Services Contractor. The Contractor must provide the transaction information in an electronic format the same day as received from the Banking Services Contractor.

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.

5.2.10 **Error Correction** - Disbursement errors can be detected by the Contractor or the OTDA staff during processing or subsequent to the transmission of the disbursement information to the OTDA. The Contractor must perform the error resolution tasks identified in Section 5.9 when errors are detected and/or brought to the Contractor's attention. If as a result of a processing error, a child support record or account must be corrected, the OTDA may direct the Contractor to correct the error at its own expense, without charge to the OTDA. Where the social services district or the OTDA corrects a processing error in a child support record or account, the Contractor shall be subject to liquidated damages pursuant to Section 6.3 of this RFP.

5.2.11 **Errors**

5.2.11.1 Types of Errors - The Contractor has committed a disbursement error when the Contractor has failed to meet any of the following processing standards:

5.2.11.1.1 print and mail checks within the timeframe set forth in Sections 5.2.4 and 6.3 of this RFP;

5.2.11.1.2 transmit daily check issuance, direct deposit, debit card, and EFT data files to the Banking Services Contractor and OTDA; and

5.2.11.1.3 failure to provide customer service for debit cards.

5.2.11.2 Corrective Action - The Contractor must provide the OTDA with a corrective action plan as identified in Section 5.9.7 of this RFP for the OTDA approval. The corrective action plan must be provided to the OTDA within the following timeframes:

5.2.11.2.1 Within three (3) business days of a notice from the OTDA that the Contractor has failed to properly perform an Operational Task in accordance with the applicable performance standards identified in Sections 4.2 and 5.2 of this RFP; or

5.2.11.2.2 Within two (2) business days from the date that the OTDA issues a Notice of Deficiency as identified in Section 3.1.6 of this RFP.

5.2.11.2.3 The corrective action plan must detail the actions taken, or to be taken, and the time frame for such actions, by the Contractor to correct existing data and to ensure that future disbursements are processed following the notice production tasks and performance standards in Sections 4.2, 5.2 herein, and 6.3 of this RFP and that deficiencies do not continue.

5.2.11.2.4 If the Contractor fails to submit a written corrective action plan, and/or to complete the required actions or meet a milestone within the applicable time periods identified in Sections 5.2.11.2 and 5.9.7 of this RFP, the OTDA may assess liquidated damages in accordance with Sections 6.3 and 6.11.2 of this RFP.

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5.3 **Notices**

5.3.1 **Blank Stock** - The Contractor must maintain on-hand a three (3) month supply of blank notice stock, envelopes and printing supplies sufficient to meet the production volumes for all notices to be printed and mailed during that timeframe.

5.3.2 **Production**

5.3.2.1 New and Revised Notices - The Contractor must, within four (4) business days from receipt of the request and test data file from the OTDA, generate a draft of each notice requested by 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 or revised notices requested to be developed to seven or less in any given business week (Monday through Friday).

5.3.2.2 Existing Notices - The Contractor must retrieve notice data files 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:

5.3.2.3 Paper Notices - The Contractor must mail notices by the timeframes noted in Section 5.3.2 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 data files were received, the date notices were printed, the number of items printed and mailed each production cycle, and the date they were mailed.

5.3.2.3.1 Daily Notices - on the same day the data files are received from the OTDA.

5.3.2.3.2 Weekly Notices - within two (2) business days of the receipt of the data files from the OTDA.

5.3.2.3.3 Monthly and Quarterly Notices - within five (5) business days of the receipt of the data files from the OTDA.

5.3.2.3.4 Annual Notices – staggered mailing dates approved by the OTDA, not to exceed ten (10) business days of the receipt of the data files from the OTDA, unless otherwise approved.

5.3.2.4 Electronic Notices –The Contractor must generate and transmit electronic notices by the timeframes noted in Section 5.3.2 herein while ensuring that the performance standards are met. The Contractor must maintain a log that details, at a minimum, the date data files were received, the date electronic notices were generated, the number of data records generated and transmitted each production cycle, and the date they were transmitted.

5.3.3 **Suppression** – The Contractor must maintain suppression records by most current data file, name, identification number (e.g., Employer Identification Number, Social Security number, child support account number) and/or indicator value provided by the OTDA. These suppression records must automatically be updated by the Contractor. The suppression records must be used in accordance with Section 4.3.1.5.2 of this RFP.

5.3.4 **Quality Assurance** – the Contractor must perform a review of the printed notices to

ensure accuracy of notices produced:

5.3.4.1 Prior to their insertion and mailing, the following must be reviewed and verified:

5.3.4.1.1 Proper mask identification
5.3.4.1.2 Correct data file
5.3.4.1.3 Correct suppression
5.3.4.1.4 Accuracy of information
5.3.4.1.5 Alignment of data
5.3.4.1.6 Print quality

5.3.4.2 Following notice insertion and before mailing, the following must be reviewed and verified:

5.3.4.2.1 Correct envelope and mail service
5.3.4.2.2 Correct insert(s)
5.3.4.2.3 Alignment of addresses within envelope windows
5.3.4.2.4 Proper envelope sealing

5.3.5 **Programming Support** - The Contractor is responsible for programming support to ensure that the notices meet the required performance standards.

5.3.6 **Error Correction** – Notice production errors can be detected by the Contractor or the OTDA staff during processing or subsequent to the production or transmission of the notices. The Contractor must perform the error resolution tasks identified in Section 5.9 when errors are detected and/or brought to the Contractor's attention. If, as a result of a processing error, a child support record or account must be corrected, the OTDA may direct the Contractor to correct the error at its own expense, without charge to the OTDA. Where the social services district or the OTDA corrects a processing error in a child support record or account, the Contractor shall be subject to liquidated damages pursuant to Section 6.4 of this RFP

5.3.7 **Errors**

5.3.7.1 Types of Errors - The Contractor has committed a notice production error when the Contractor has failed to meet the following processing standards for generating and mailing notices, and transmitting electronic notice files, within the notice production tasks and performance standards identified in Sections 4.3, 5.3 herein, and 6.4 of this RFP.

5.3.7.2 Corrective Action - The Contractor must provide the OTDA with a corrective action plan as identified in Section 5.9.7 of this RFP for the OTDA approval. The corrective action plan must be provided to the OTDA within the following timeframes:

5.3.7.2.1 Within three (3) business days of a notice from the OTDA that the Contractor has failed to properly perform an Operational Task in accordance with the applicable performance standards identified in Sections 4.3 and 5.3 of this RFP; or

5.3.7.2.2 Within two (2) business days from the date that the OTDA issues a Notice of Deficiency as identified in Section 3.1.6 of this RFP.

5.3.7.2.3 The corrective action plan must detail the actions taken, or to be taken, and the timeframe for such actions, by the Contractor to correct existing data and to ensure that future notices are processed following the notice production tasks and performance standards in Sections 4.3, 5.3 herein, and 6.4 of this RFP and that deficiencies do not

continue.

5.3.7.2.4 If the Contractor fails to submit a written corrective action plan, and/or to complete the required actions or meet a milestone within the applicable time periods identified in Sections 5.3.7.2 and 5.9.7 of this RFP, the OTDA may assess liquidated damages in accordance with Sections 6.4 and 6.11.2 of this RFP.

5.3.8 **Cost of Correcting Errors** - The Contractor shall take all steps necessary to correct any notice production error as set out in an approved corrective action plan under Sections 5.3.6 and 5.3.7 of this RFP at no cost to the OTDA, including but not limited to:

5.3.8.1 Reissuing corrected notices;

5.3.8.2 Mailing explanatory notices or materials;

5.3.8.3 Reimbursing the OTDA or the social services districts for the amount of any costs or damages incurred as a result of a notice production error; and

5.3.8.4 Indemnifying the OTDA or the social services districts for the amount of any costs or damages incurred as a result of a notice production error.

5.3.8.5 These remedies shall not preclude imposition of any other remedies in this RFP.

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5.4 **New Hire Notification Processing**

5.4.1 **Mail Receipt, Opening, and Sorting**

5.4.1.1 Mail Receipt - The Contractor must obtain the mail from the post office box established for the New Hire Notification process located at the USPS Facility, Old Karner Road, Albany, New York, by 12:00 PM, EST, each day Monday through Saturday, exclusive of USPS holidays.

5.4.1.2 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 same day as received.

5.4.1.3 Mail Opening - The Contractor must open all New Hire Reporting mail the same day it is placed in the specially designated New Hire Notification post office box located at the USPS Facility, Old Karner Road, Albany, New York.

5.4.1.4 Envelope Review

5.4.1.4.1 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.

5.4.1.4.2 The Contractor must keep the envelope with the New Hire Notification or correspondence as it may contain required information regarding the employer.

5.4.1.5 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 New Hire Notification post office box. The Contractor is responsible for determining the size of the batches.

5.4.1.6 Correspondence - The Contractor must sort correspondence from the New Hire Notifications and forward it to the DTF within twenty-four (24) hours of its receipt.

5.4.1.7 Required 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:

5.4.1.7.1 Employer Name
5.4.1.7.2 Employer Street and City Address
5.4.1.7.3 Employer State and Zip Code
5.4.1.7.4 Employer Identification Number
5.4.1.7.5 Employee Last Name
5.4.1.7.6 Employee Social Security number

5.4.1.8 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.

5.4.2 **Notification Processing**

5.4.2.1 Data Required - The Contractor must, on a daily basis, six (6) days a week:

5.4.2.1.1 Data Enter New Hire Notification required information as noted in Section 5.4.2.2 herein and the required additional information as noted in Section 4.4.1.6 of this RFP for:

5.4.2.1.1.1 Notifications received in the mail other than in electronic format, and
5.4.2.1.1.2 Notifications received via facsimile.

5.4.2.1.2 Extract New Hire Notification information provided via the New York New Hire Website or on electronic media, for both required data elements as noted in Section 5.4.2.2 of this RFP and the required additional data elements as noted in Section 4.4.1.6 of this RFP.

5.4.2.2 Data Verification - The Contractor must, in those instances where New Hire Notification information must be manually captured, data enter the following required 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:

5.4.2.2.1 Employer Identification Number
5.4.2.2.2 Employee Last Name
5.4.2.2.3 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.

5.4.2.3 Edits - The Contractor must ensure that the data edits required by Sections 4.4.1.6 and Section 5.4.2.2 of the RFP are performed for each and every New Hire Notification manually data entered as noted in Section 5.4.2.1.1 of this RFP.

5.4.2.4 Creation of Data Files - The Contractor must:

5.4.2.4.1 Create a data file for transmission to the OTDA 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, or extracted from electronic media.

5.4.2.4.2 Create a data file for transmission to the DTF 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, or extracted from electronic media.

5.4.2.4.3 Duplicate information received within the past six months is to be eliminated from the files prior to transmission to OTDA and DTF.

5.4.2.5 Transmitting Data Files to OTDA and DTF - The Contractor must transmit separate data files to the OTDA and the DTF by 12:00 PM, EST, each day and include data for all New Hire Notifications received by the Contractor by 12:00 PM, EST, the previous business day. The Contractor must:

5.4.2.5.1 electronically transmit to the OTDA the New Hire Notification data file 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.

5.4.2.5.2 electronically transmit to the DTF the New Hire Notification data file previously provided to the DTF on any one of the last fifteen (15) business days prior to the day of the request from the DTF

5.4.2.6 Unprocessed Notifications - The Contractor must immediately notify the OTDA, upon receipt of the daily mail, facsimile, and/or electronic media Notifications, of any

instances where Notifications were not processed in accordance with Sections 4.4 and 5.4 of this RFP.

5.4.2.7 Logs and Reports - The Contractor must, at a minimum, maintain the following logs and reports in a format as required by the OTDA:

5.4.2.7.1 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.);

5.4.2.7.2 a log of daily data file transmissions to the OTDA and the DTF;

5.4.2.7.3 a daily log of returned New Hire Notifications;

5.4.2.7.4 a monthly report of volumes received which were either processed, unprocessed, duplications or returned; and

5.4.2.7.5 a monthly log of daily processing problems, downtime, etc.

5.4.2.8 Returning Incomplete or Illegible Notifications - The Contractor must return to the respective employer by delivery to the USPS Facility, within twenty-four (24) hours of their receipt, excluding Sundays and USPS holidays, all New Hire Notifications which have been found to contain illegible or incomplete information regarding the data elements noted in Section 5.4.1.7 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.

5.4.2.9 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 and/or DTF.

5.4.3 **Error Detection**

5.4.3.1 Definition of an Error - For the purposes of detecting an error as noted in Section 5.4.3.2 herein of this RFP and assessment of liquidated damages in accordance with Section 6 of this RFP, an error is defined as follows:

5.4.3.1.1 The omission of one or more of the required data elements as noted in Appendix E of this RFP;

5.4.3.1.2 A failure to accurately capture information for one of the required data elements as noted in Appendix E of this RFP;

5.4.3.1.3 A failure to eliminate duplicate New Hire Notification records;

5.4.3.1.4 A failure to data capture New Hire Notification records within twenty-four (24) hours of receipt;

5.4.3.1.5 A failure to correctly or timely return incomplete or illegible New Hire Notifications; or

5.4.3.1.6 A failure to timely transmit data files to the OTDA and DTF within the timeframe required in Sections 5.4.2.5 and 6.5.6.

5.4.3.2 Detection of Errors - Errors can be detected in any one or all of the following instances by:

5.4.3.2.1 the Contractor during and after completion of New Hire Notification processing;

5.4.3.2.2 the OTDA during its monitoring of the Contractor's completion of New Hire Notification task requirements;

5.4.3.2.3 the Contractor during the completion of the New Hire Notification sampling requirements under Section 5.4.5.3 of this RFP;

5.4.3.2.4 the DTF during its monitoring of the Contractor's completion of New Hire task requirements.

5.4.4 **Error Correction** – New Hire Notification Processing errors can be detected by the Contractor or the OTDA or DTF staff during processing or subsequent to the transmission of the New Hire Notification information to the OTDA or DTF. The Contractor must perform the error resolution tasks identified in Sections 5.9 when errors are detected and/or brought to the Contractor's attention. If, as a result of a processing error, a child support record or account must be corrected, the OTDA may direct the Contractor to correct the error at its own expense, without charge to the OTDA. Where the social services district or the OTDA corrects a processing error in a child support record or account, the Contractor shall be subject to liquidated damages pursuant to Section 6.5 of this RFP.

5.4.5 **Error Rate**

5.4.5.1 Standard - The Contractor must not exceed in any month a New Hire Notification error rate of 4% of all New Hire Notifications required to be processed for the month.

5.4.5.2 Types of Errors - The Contractor errors as defined in Section 5.4.3 of this RFP will be used as the basis for determining errors detected under the random sample to be completed in Section 5.4.5.3 of this RFP. Section 6.5 of this RFP will be used as the basis for determining other errors.

5.4.5.3 Performance Measure - The Contractor must calculate on a monthly basis the New Hire Notification processing error rate, and provide the New Hire Notification processing error rates quarterly to the OTDA no later than five (5) business days after the end of each quarter (Section 5.11 of this RFP). The Contractor will determine the error rate by dividing the number of New Hire Notification processing errors identified (from a monthly statistical sample to be approved by the OTDA that will allow disclosure of an accuracy rate of 96% or an error rate of 4%, with a 95% confidence level at a minus of .1%) by the total Notifications that were processed for the same month.

5.4.5.4 Corrective Action - The Contractor must provide the OTDA with a corrective action plan as identified in Section 5.9.7 of this RFP for the OTDA approval. The corrective action plan must be provided to the OTDA within the following timeframes:

5.4.5.4.1 Within three (3) business days of a notice from the OTDA that the Contractor has failed to properly perform an Operational Task in accordance with the applicable performance standards identified in Sections 4.4 and 5.4 herein of this RFP; or

5.4.5.4.2 Within two (2) business days from the date that the OTDA issues a Notice of Deficiency as identified in Section 3.1.6 of this RFP.

5.4.5.4.3 The corrective action plan must detail the actions taken, or to be taken, and the timeframe for such actions, by the Contractor to correct existing data and to ensure that future New Hire Notifications are processed within the accuracy rate identified in Section 5.4.5.1 of this RFP and that deficiencies do not continue.

5.4.5.4.4 If the Contractor fails to submit a written corrective action plan, and/or to complete the required actions or meet a milestone within the applicable time periods identified in Sections 5.4.5.4 and 5.9.7 of this RFP, the OTDA may assess liquidated damages in accordance with Sections 6.5 and 6.11.2 of this RFP.

5.4.6 **Record Retention** - 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 in a manner such that the information:

5.4.6.1 is readily identifiable to support each individual data element recorded on the data file submitted to the OTDA and the DTF as required in Section 4.4.1.6 of this RFP.

5.4.6.2 enables the Contractor to meet the retrieval requirements as noted in Section 5.4.2.5.1 of this RFP for providing source documents for verifying accuracy of information provided to the OTDA and the DTF.

5.4.7 **Performance Under Standards** - The Contractor's performance under the standards noted in Section 5.4 herein 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 DTF staff.

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5.5 **Data Capture Services**

The Contractor must perform, at a minimum the tasks noted in Section 4.5 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:

5.5.1 **Post Office Box** - Maintain the post office box established for each specific data capture service.

5.5.2 **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.

5.5.3 **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 Section 5.5.1 of this RFP, is outsorted and either directed to one of the other centralized operations where appropriate or returned to the USPS Facility on Old Karner Road in Albany, New York, on the same day received.

5.5.4 **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.

5.5.5 **Correspondence** – Forward to the respective local district electronically within twenty-four (24) hours of receipt.

5.5.6 **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 (24) hours from their receipt by delivering them to a USPS Facility.

5.5.7 **Data Capture** – Capture all data elements for every document as noted in Sections 4.5.1 through 4.5.12 and Appendix H.7 of this RFP.

5.5.8 **On-Line Data Entry** – Update the child support system with all information received within three (3) business days, except for ICR, which must be data entered within six (6) business days, of receiving the data capture documents from the USPS Facility.

5.5.9 **File Creation** - Process and include all information received on Wednesday through Tuesday of the previous week on the data file sent to be transmitted to the OTDA by noon each Wednesday except for noncustodial and custodial parent address update, direct deposit and debit cards, which are daily requirements.

5.5.10 **Data File Transmission** – Complete transmission of the data file to OTDA:

5.5.10.1 For weekly files: between 4:00 and 5:00 PM, EST, the following Wednesday or each day, which contains information data entered the previous week Wednesday through Tuesday.

5.5.10.2 For daily files: between 10:00 and 11:00 AM, EST.

5.5.10.3 New data capture services, as identified in Section 4.5.13 of this RFP, may have different capture and transmission times at the sole option of the OTDA (e.g. daily, weekly, etc.).

5.5.11 **Error Correction** – Data capture processing errors can be detected by the Contractor or the OTDA staff during processing or subsequent to the transmission of the data

information to the OTDA. The Contractor must perform the error resolution tasks identified in Section 5.9 when errors are detected and/or brought to the Contractor's attention. If, as a result of a processing error, a child support record or account must be corrected, the OTDA may direct the Contractor to correct the error at its own expense, without charge to the OTDA. Where the social services district or the OTDA corrects a processing error in a child support record or account, the Contractor shall be subject to liquidated damages pursuant to Section 6.6 of this RFP.

5.5.12 **Error Rate**

5.5.12.1 Standard - The Contractor must not exceed in any month a data capture processing error rate of 4% of all data required to be processed for the month.

5.5.12.2 Types of Errors - The Contractor has committed a data capture processing error when the Contractor has failed to meet any of the following processing standards:

5.5.12.2.1 Capture information exactly as provided.

5.5.12.2.2 Provide information in the entirety, or failed to process documents as required in Sections 4.5 and 5.5 herein of this RFP.

5.5.12.2.3 Transmit data files to the OTDA within the timeframes set forth in Section 5.5.10 of this RFP.

5.5.12.2.4 Section 6.6 of this RFP will be used as the basis for determining other errors.

5.5.12.3 Performance Measure - The Contractor must calculate on a monthly basis the data capture processing error rate, and provide the data capture processing error rates quarterly to the OTDA no later than five (5) business days after the end of each quarter (Section 5.11 of this RFP). The Contractor will determine the error rate by dividing the number of data capture processing errors identified (from a monthly statistical sample that will allow disclosure of an accuracy rate of 96% or an error rate of 4%, with a 95% confidence level at a minus of .1%) by the total data that were processed for the same month.

5.5.12.4 Corrective Action - The Contractor must provide the OTDA with a corrective action plan as identified in Section 5.9.7 of this RFP for the OTDA approval. The corrective action plan must be provided to the OTDA within the following timeframes:

5.5.12.4.1 Within three (3) business days of a notice from the OTDA that the Contractor has failed to properly perform an Operational Task in accordance with the applicable performance standards identified in Sections 4.5 and 5.5 of this RFP; or

5.5.12.4.2 Within two (2) business days from the date that the OTDA issues a Notice of Deficiency as identified in Section 3.1.6 of this RFP.

5.5.12.4.3 The corrective action plan must detail the actions taken, or to be taken, and the timeframe for such actions, by the Contractor to correct existing data and to ensure that future data capture services are processed within the accuracy rate identified in Section 5.5.12.1 of this RFP and that deficiencies do not continue.

5.5.12.4.4 If the Contractor fails to submit a written corrective action plan, and/or to complete the required actions or meet a milestone within the applicable time periods identified in Sections 5.5.12.4 and 5.9.7 of this RFP, the OTDA may assess liquidated damages in accordance with Sections 6.6 and 6.11.2 of this RFP.

5.5.13 **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 two hundred (200) data capture document requests for all fifty-eight (58) local districts and the OTDA within twenty-four (24) hours of receipt.

5.5.14 **Record Retention**

5.5.14.1 The Contractor must retain all source documentation received for data entering and file creation for data capture services for a period of sixty (60) days following the month in which the information was received and data/documents were to be processed by the Contractor.

5.5.14.2 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.

5.5.14.3 The Contractor must retain copies of:

5.5.14.3.1 The last four (4) weekly data files 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) data files.

5.5.14.3.2 The last thirty (30) daily data files 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 thirty (30) data files.

5.5.15 **Logs and Reports**

5.5.15.1 The Contractor must, at a minimum, maintain the following logs and reports in a format as required by the OTDA:

5.5.15.1.1 A log of daily volumes with weekly summaries of the documentation received and processed by the various categories noted in Section 4.5 of this RFP.

5.5.15.1.2 A daily report of document processing, by data capture category, demonstrating the status of all documentation.

5.5.15.1.3 A daily log of all file transmissions to the OTDA noting success and failure.

5.5.16 **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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5.6 **Putative Father Registry Processing**

5.6.1 **Receipt of Mail** - The Contractor must obtain the mail by 12:00 PM, EST, Monday through Friday (exclusive of USPS holidays), from the designated OTDA putative father registry post office box located at the USPS Facility located on Old Karner Road, Albany, New York. The Contractor may also receive documents sent directly to the OTDA that will be hand-delivered to the Contractor by the OTDA staff.

5.6.1.1 Securing Mail - The Contractor must, each day, review the unopened mail and out sort any mail not properly addressed to the putative father registry and must return that misdirected mail to the USPS Facility located on Old Karner Road, Albany, New York, the same day as received. The Contractor must secure the properly designated putative father registry unopened mail, as obtained from the USPS Facility on Wednesday through Tuesday, in a locked cabinet.

5.6.1.2 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.

5.6.1.2.1 The Contractor must sort the mail into the following categories:

-Child support payments received in the putative father registry post office box
-Acknowledgment of Paternity Forms (LDSS-4418 NYC [10/02])
-Acknowledgment of Paternity Forms (LDSS-4418 [08/98])
-Acknowledgment of Paternity Forms (LDSS-4418 [01/14])
-Court Determination of Parentage Forms
-Orders of Filiation
-Instruments to Acknowledge Paternity
-Notices of Intent to Claim Paternity
-Orders of Abrogation
-Orders to Vacate
-Requests for Deletions
-Other (e.g., Search requests)
-Correspondence

5.6.1.2.2 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.

5.6.1.2.3 The Contractor must, by 3:30 PM, EST, each Tuesday via courier service, deliver the following documents to the OCFS, Adoption Services, at the location to be provided by the OTDA:

-Orders of Filiation
-Instruments to Acknowledge Paternity
-Notices of Intent to Claim Paternity
-Orders of Abrogation
-Orders to Vacate
-Requests for Deletions
-Correspondence and other mail related to putative father registry (e.g. Search Requests)

5.6.2 **Retrieve Documents from the OCFS** - The Contractor, will, by 3:00 PM, EST, each Thursday, arrange to pick up documents for inclusion with other documents received in the mail and subsequently data entered on each Tuesday of every week.

5.6.3 **Creating Data File** - The Contractor must, by Tuesday of each week:

5.6.3.1 Data capture putative father registry information from the following documents:

-Acknowledgment of Paternity Forms (LDSS-4418 NYC [10/02])
-Acknowledgment of Paternity Forms (LDSS-4418 [08/98])
-Acknowledgment of Paternity Forms (LDSS-4418 [01/14])
-Court Determination of Parentage Forms
-Orders of Filiation
-Instruments to Acknowledge Paternity
-Notices of Intent to Claim Paternity
-Orders of Abrogation
-Orders to Vacate
-Requests for Deletions
-Other (e.g., Search requests)
-Correspondence

5.6.3.1.1 Ensure that all data elements are data entered twice by different individuals.

5.6.3.1.2 Correct any errors detected during the double data entry process.

5.6.3.2 Process and include all putative father registry notification information received on Wednesday through Tuesday of the previous week on the data file to be transmitted to the OTDA by 12:00 PM, EST, Wednesday.

5.6.3.3 Create a data file that contains all the information required in accordance with Section 4.6.6 of this RFP, and transmitted in the format required by the OTDA.

5.6.3.4 The Contractor must transmit the weekly electronic data file in accordance with Section 4.6.7 to the OTDA by 12:00 PM, EST, the following Wednesday, which contains information data, entered the previous week, Wednesday through Tuesday.

5.6.3.5 Verify receipt of putative father registry files by accessing the child support system, performing STRUN job monitoring verification in accordance with the OTDA requirements, and printing and maintaining a copy of each file verification.

5.6.3.6 The Contractor must retain copies of the last eight (8) weekly data files 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) data files.

5.6.4 **Returned Documents**

5.6.4.1 Retain a copy of the cover letter and returned putative father registry document as per Section 4.6.8 of this RFP.

5.6.4.2 Notify the OTDA of invalid returned putative father registry documents that have not been resubmitted within three (3) weeks of the date of the returned letter.

5.6.5 **Error Correction** – Putative father registry processing errors can be detected by the Contractor or the OTDA staff during processing or subsequent to the transmission of the putative father registry information to the OTDA. The Contractor must perform the

error resolution tasks identified in Section 5.9 when errors are detected and/or brought to the Contractor's attention. If, as a result of a processing error, a child support record or account must be corrected, the OTDA may direct the Contractor to correct the error at its own expense, without charge to the OTDA. Where the social services district or the OTDA corrects a processing error in a child support record or account, the Contractor shall be subject to liquidated damages pursuant to Section 6.6 of this RFP.

5.6.6 **Error Rate**

5.6.6.1 Standard - The Contractor must not exceed in any month a putative father registry error rate of 4% of all putative father registry notifications required to be processed for the month.

5.6.6.2 Types of Errors - The Contractor has committed a putative father registry notification processing error when the Contractor has failed to:

5.6.6.2.1 Include any information regarding a specific notification received.

5.6.6.2.2 Provide complete and accurate information for each notification received.

5.6.6.2.3 Correctly reject and return an invalid document.

5.6.6.2.4 Correctly process a deletion request.

5.6.6.2.5 Timely transmit file to the OTDA (Section 6.7 of this RFP).

5.6.6.3 Performance Measure - The Contractor must calculate on a monthly basis the putative father registry notifications processing error rate, and provide the putative father registry notifications processing error rate quarterly to the OTDA no later than five (5) business days after the end of each quarter (Section 5.11 of this RFP). The Contractor will determine the error rate by dividing the number of putative father registry processing errors identified (from a monthly statistical sample to be approved by the OTDA that will allow disclosure of an accuracy rate of 96% or an error rate of 4%, with 95% percent confidence level at a minus of .1%) by the total putative father registry notifications that were processed for the same month.

5.6.6.4 Corrective Action - The Contractor must provide the OTDA with a corrective action plan as identified in Section 5.9.7 of this RFP for the OTDA approval. The corrective action plan must be provided to the OTDA within the following timeframes:

5.6.6.4.1 Within three (3) business days of a notice from the OTDA that the Contractor has failed to properly perform an Operational Task in accordance with the applicable performance standards identified in Sections 4.6 and 5.6 of this RFP; or

5.6.6.4.2 Within two (2) business days from the date that the OTDA issues a Notice of Deficiency as identified in Section 3.1.6 of this RFP.

5.6.6.4.3 The corrective action plan must detail the actions taken, or to be taken, and the timeframe for such actions, by the Contractor to correct existing data and to ensure that future putative father registry notifications are processed within the accuracy rate identified in Section 5.6.6.1 of this RFP and that deficiencies do not continue.

5.6.6.4.4 If the Contractor fails to submit a written corrective action plan, and/or to complete the required actions or meet a milestone within the applicable time periods identified in Sections 5.6.6.4 and 5.9.7 of this RFP, the OTDA may assess liquidated damages in

accordance with Sections 6.7 and 6.11.2 of this RFP.

5.6.7 **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 end of the month in which the information was received and data entered by the Contractor. The Contractor must store the documents as follows:

5.6.7.1 Grouped by additions and deletions

5.6.7.2 Grouped by the weekly designation corresponding to the data file provided to the OTDA

5.6.7.3 Sorted within those weekly groups by document source, as follows:

-Acknowledgment of Paternity Forms (LDSS-4418 NYC [10/02])
-Acknowledgment of Paternity Forms (LDSS-4418 [08/98])
-Acknowledgment of Paternity Forms (LDSS-4418 [01/14])
-Court Determination of Parentage Forms
-Orders of Filiation
-Instruments to Acknowledge Paternity
-Notices of Intent to Claim Paternity
-Orders of Abrogation
-Orders to Vacate
-Requests for Deletions
-Other (e.g., Search requests)
-Correspondence

5.6.7.4 Store processed requests for deletion along with the original putative father registry documents in a separate secured environment

5.6.7.5 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 data file record, received within the last one hundred and twenty (120) days, which will enable the OTDA to verify information previously transmitted to the OTDA.

5.6.8 **Logs and Reports** - The Contractor must, at a minimum, maintain the following logs and reports in a format as required by the OTDA:

5.6.8.1 A log of daily volumes with weekly summaries of the documentation received by the following:

5.6.8.1.1 Registrar/Other mail
5.6.8.1.2 Department of Health
5.6.8.1.3 Courts

5.6.8.1.4 The following sub categories:

-Acknowledgment of Paternity Forms (LDSS-4418 NYC [10/02])
-Acknowledgment of Paternity Forms (LDSS-4418 [08/98])
-Acknowledgment of Paternity Forms (LDSS-4418 [01/14])
-Court Determination of Parentage Forms
-Orders of Filiation
-Instruments to Acknowledge Paternity
-Notices of Intent to Claim Paternity
-Orders of Abrogation
-Orders to Vacate

-Requests for Deletions
-Other (e.g., Search requests)
-Correspondence

5.6.8.2 A log of weekly data file transmissions to the OTDA contains, at minimum, the following:

5.6.8.2.1 Date of Transmission
5.6.8.2.2 Time of Transmission
5.6.8.2.3 Number of records

5.6.8.3 A monthly report of returned putative father registry documents where the documents have not been resubmitted within three (3) weeks.

5.6.8.4 Quarterly report of Acknowledgement of Paternity submissions by hospital.

5.6.9 **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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5.7 **Interactive Voice Response System**

The Contractor must complete the tasks noted in Section 4.7 of this RFP while adhering to the following performance standards:

5.7.1 **Master File Loading** - The Contractor must retrieve from the OTDA TCPIP/FTP directory voice response monthly data files on the same day those data files are placed in that directory. The Contractor must complete loading the monthly master file data such that by 7:30 AM, EST, callers can access the new information on the first Monday of each child support system month.

5.7.2 **Daily Updating** - The Contractor must retrieve from the OTDA TCPIP/FTP directory voice response daily data files on the same day those data files are placed in that directory. The Contractor must on a daily basis update the IVR System data file such that callers can access the new information by 7:30 AM, EST, each day.

5.7.3 **General Services Announcements** - The Contractor must ensure that the information being provided is consistent with the latest version requested by the OTDA. The Contractor must modify all IVR System announcements within forty-eight (48) hours of each request by the OTDA.

5.7.4 **Programming Support** - The Contractor must provide all programming, software and equipment necessary to maintain the IVR System as required by the OTDA. The Contractor must provide support for enhancements to the IVR System data, call flow, and scripting as required by the OTDA.

5.7.5 **Monitor Access** - The Contractor must ensure that the entire IVR System 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 (1) day at a low-volume period (12:01 AM, EST, through 11:59 PM, EST). The Contractor must ensure that the IVR System is available with a constant response curve and consistent audio quality regardless of volumes. The IVR System must be bilingual, English and Spanish and allow callers to choose Spanish, via touch-tone service, and be translated in any other languages requested by the OTDA. The Contractor must ensure that special announcements as designated by the OTDA are used in those instances where access to the IVR System is or will be interrupted for more than fifteen (15) minutes at a time.

5.7.5.1 The Contractor's IVR System Downtime Log as noted in Section 4.7.6 of this RFP will be reviewed by OTDA at the end of each month to determine if the Contractor is liable to the OTDA for liquidated damages as noted in Section 6 of this RFP.

5.7.5.2 The Contractor must, immediately upon experiencing or determining a problem exists with telephone access or line usage for the IVR System, 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.

5.7.5.3 The Contractor is liable to the OTDA for liquidated damages for failure to update the IVR System (see Section 6 of this RFP) and maintain full twenty-four (24) hour access each day except for the downtime allowed in Section 5.7.5 of this RFP.

5.7.6 **Performance** - The Contractor's performance unless otherwise noted under the above performance standards will be measured by a test check performed by the OTDA staff.

5.7.7 **Error Correction** – The IVR System errors can be detected by the Contractor or the OTDA staff during customer access to the IVR System or subsequent to the customer access to the IVR System. The Contractor must perform the error resolution tasks identified in Section 5.9 when errors are detected and/or brought to the Contractor's attention. If as a result of a processing error, a child support record or account must be corrected, the OTDA may direct the Contractor to correct the error at its own expense, without charge to the OTDA. Where the social services district or the OTDA corrects a processing error in a child support record or account, the Contractor shall be subject to liquidated damages pursuant to Section 6.8 of this RFP

5.7.8 **Errors**

5.7.8.1 Types of Errors - The Contractor has committed an IVR System error when the Contractor has failed to meet any of the following processing standards:

5.7.8.1.1 failure to update the IVR System with financial information each day within the timeframe set forth in Sections 5.7.2 and 6.8.1 of this RFP; and

5.7.8.1.2 failure to provide access to the IVR System as defined in Sections 5.7.5 and 6.8.2 of this RFP.

5.7.8.2 Corrective Action - The Contractor must provide the OTDA with a corrective action plan as identified in Section 5.9.7 of this RFP for the OTDA approval. The corrective action plan must be provided to the OTDA within the following timeframes:

5.7.8.2.1 Within three (3) business days of a notice from the OTDA that the Contractor has failed to properly perform an Operational Task in accordance with the applicable performance standards identified in Sections 4.7 and 5.7 of this RFP; or

5.7.8.2.2 Within two (2) business days from the date that the OTDA issues a Notice of Deficiency as identified in Section 3.1.6 of this RFP.

5.7.8.2.3 The corrective action plan must detail the actions taken, or to be taken, and the timeframe for such actions, by the Contractor to correct existing data and to ensure that future IVR System updates and access are processed following the IVR System tasks and performance standards in Sections 4.7, 5.7 herein, and 6.8 of this RFP and that deficiencies do not continue.

5.7.8.2.4 If the Contractor fails to submit a written corrective action plan, and/or to complete the required actions or meet a milestone within the applicable time periods identified in Sections 5.7.8.2 and 5.9.7 of this RFP, the OTDA may assess liquidated damages in accordance with Sections 6.8 and 6.11.2 of this RFP.

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5.8 **Customer Service**

The performance standards noted herein pertain to the Customer Service Centralized Operations listed in Section 4.8 of this RFP.

5.8.1 **Hours of Operation** - The Contractor must provide full time staffing for the following Customer Service hours of operations:

5.8.1.1 Monday through Friday, 8:00 AM, EST, through 7:00 PM, EST
5.8.1.2 Except on the OTDA holidays

5.8.2 **Telecommunications** - The Contractor is responsible to ensure that the telephone lines supporting the Customer Service Centralized Operations are active and receiving calls at all times.

5.8.3 **Persons with Disabilities** - The Customer Service Centralized Operations must support callers with disabilities and provide services for TTY/TD and certified video relay services calls.

5.8.4 **Language** - The Customer Service staff and automated response systems must be available to callers in both English and Spanish languages, and any other language required by the OTDA. The Contractor must accept calls and conference in calls from a language interpreter service, as approved by the OTDA.

5.8.5 **Call Recording** - All calls must be recorded and retained by the Contractor for a period of six (6) months.

5.8.5.1 Calls of threatening nature that are referred to the OTDA must be retained until otherwise directed by the OTDA.

5.8.5.2 The recordings must be clear, audible, and in a format conducive to electronic transfer to the OTDA.

5.8.5.3 Recordings requested by the OTDA must be provided within the following timeframes:

5.8.5.3.1 Within twenty-four (24) hours for non-threat calls

5.8.5.3.2 Immediately for threat calls

5.8.6 **Operation Processes** - The Contractor must develop a process to address the following situations:

5.8.6.1 Undeveloped responses to inquiries
5.8.6.2 Communication with law enforcement (i.e., local law enforcement, 911 system)
5.8.6.3 Threats of bodily harm or imminent danger
5.8.6.4 Escalations to the OTDA
5.8.6.5 Referral to Local District for action
5.8.6.6 Follow up with local districts as the result of a previous referral for action
5.8.6.7 Caller identification

5.8.7 **Desktop Application** – The Contractor must develop an electronic Desktop Application to assist Customer Service staff in communicating with custodial and noncustodial parents, financial institutions, income providers, other state child support agencies, third

party callers, and the public in general.

5.8.7.1 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.

5.8.7.2 The Desktop Application must, at minimum, include the following information and be approved by the OTDA ninety (90) days prior to operations:

5.8.7.2.1 A user manual

5.8.7.2.2 An index to allow quick reference to subject material.

5.8.7.2.3 The most frequently asked FAQs relative to each specific subject matter.

5.8.7.2.4 A listing of the customer service addresses, office hours, and telephone numbers for each of the fifty-eight (58) local district child support offices.

5.8.7.2.5 An electronic referral process to each of the fifty-eight (58) local district child support offices on the same day the call was received for case review, petition filing, or any further action identified by the OTDA.

5.8.7.2.5.1 The referral must include, at minimum, the following information:
5.8.7.2.5.2 caller name
5.8.7.2.5.3 child support system case identifier
5.8.7.2.5.4 case indicator
5.8.7.2.5.5 county
5.8.7.2.5.6 worker code
5.8.7.2.5.7 caller type
5.8.7.2.5.8 caller address
5.8.7.2.5.9 caller telephone number
5.8.7.2.5.10 date of call

5.8.7.2.6 Mail out, facsimile, and electronic processes to support providing custodial and noncustodial parents, financial institutions, and income providers with various documents, by end of next business day, such as:

5.8.7.2.6.1 Applications for Child Support Services
5.8.7.2.6.2 Account Summaries
5.8.7.2.6.3 Affidavits of Net Worth
5.8.7.2.6.4 Stop Payment Forms
5.8.7.2.6.5 Direct Deposit/Debit Card Forms
5.8.7.2.6.6 Desk Review Forms
5.8.7.2.6.7 Earned Income Credit Forms
5.8.7.2.6.8 Acknowledgement of Paternity Forms
5.8.7.2.6.9 Wage Withholding Worksheets
5.8.7.2.6.10 Copies of OTDA Notices
5.8.7.2.6.11 Mistake of Fact and Challenge forms
5.8.7.2.6.12 PIN notices (custodial and noncustodial parent)

5.8.7.2.7 A quick reference for various documents that are provided to custodial and noncustodial parents, financial institutions and income providers.

5.8.7.2.8 A copy of each of the following items:

5.8.7.2.8.1 Above stated documents indexed for quick reference including the indexing of the content material.

5.8.7.2.8.2 Laws, rules, and/or regulations referenced in each of the above stated documents.

5.8.7.2.8.3 Inserts made part of a mailing along with questions and answers that would most likely be generated from such mailing

5.8.7.2.8.4 Pamphlets that are made available including questions and answers that would most likely be generated from such information

5.8.7.2.8.5 Local district forms for reporting information or changes in information to the Customer Service Centralized Operations

5.8.7.2.8.6 Forms provided to local districts pertaining to the Customer Service Centralized Operations.

5.8.7.3 The Desktop Application must be able to incorporate any additional information provided by the OTDA within twenty-four (24) hours.

5.8.7.4 The Contractor must maintain and enhance the Desktop Application over the life of the Customer Service Centralized Operations to include additional information so as to be timely and responsive to the needs of staff in response to callers. Any changes, enhancements, or other alterations must be completed within thirty (30) days.

5.8.7.5 The Desktop Application and any changes and/or enhancements must be approved by the OTDA prior to the implementation of any and all information.

5.8.7.6 The Contractor is responsible for ensuring that the staff are fully trained and kept up-to-date with the OTDA changes, enhancements, and/or performance requirements.

5.8.7.7 Contractor staff must communicate timely, accurately, reliably, and professionally to ensure open and effective dissemination and collection of information.

5.8.7.8 All inquiries from any member of the press or government must be referred immediately to the OTDA.

5.8.8 **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 an hourly, 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
-After talk time
-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
-Customer Service staffing
-Repeat Caller report

5.8.8.1 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

5.8.8.2 The Contractor must on an ongoing basis identify problems and recommend solutions, and identify potential efficiencies and cost effectiveness improvement.

5.8.9 **Standards** - The following standards apply to the operation of Customer Service:

5.8.9.1 The Contractor must adjust staffing to support call volumes per month, week, day and hour of operation based upon OTDA mailings, initiatives and normal call patterns.

5.8.9.2 Customer Service calls must be answered within three (3) receiving rings.

5.8.9.3 Call wait time cannot exceed two (2) minutes before connecting to Customer Service staff.

5.8.9.4 A message must be provided to the caller after each minute of wait time. The message must, at a minimum, provide the following information:

5.8.9.4.1 all Customer Service staff are currently busy
5.8.9.4.2 expected wait time
5.8.9.4.3 promotion for various child support programs
5.8.9.4.4 promotion for the CSIL and the New York State DCSE website.

5.8.9.5 In the event all Customer Service staff are busy, after three (3) receiving rings a message must be provided as identified in Section 4.8 of this RFP

5.8.9.6 Responses to callers must not exceed the following per case:
5.8.9.6.1 seven (7) minutes for English or Spanish language with experienced staff
5.8.9.6.2 nine (9) minutes with inexperienced staff
5.8.9.6.3 seventeen (17) minutes for an interpreter call with experienced staff
5.8.9.6.4 twenty-two (22) minutes for an interpreter call with inexperienced staff
5.8.9.6.5 A response is defined as the period of time encompassing the connection of a call to a Customer Service Representative through the Customer Service Representative's availability to connect to the next incoming call.

5.8.9.7 In the event that a call cannot be completed in a manner as identified in Sections 4.8 and 5.8 of this RFP, the Customer Service Representative must refer the caller to a unit supervisor for response. The caller must be notified when a return call will be

provided.

5.8.9.8 Return telephone calls must be completed within three (3) hours of receipt.

5.8.9.9 A message must be provided to callers, calling outside of the hours identified in Section 5.8.1 of this RFP, notifying the caller of the Customer Service hours, the CSIL and the availability of accessing the New York State DCSE website provided by the OTDA.

5.8.9.10 Customer Service must receive a 95% overall rating in accuracy, courtesy, efficiency, and politeness.

5.8.10 **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 AM, EST, and 7:00 PM, EST, Monday through Friday will be transferred to the Customer Service.

5.8.11 **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 child support 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:

5.8.11.1 A case where a court order may or may not have yet been established and where the custodial or noncustodial parent specifically wants to know what services can be or have been provided by local districts to date and what will occur next.

5.8.11.2 A case with an order and there is lack of child support payments from the noncustodial parent and what will occur next.

5.8.11.3 A notice sent to an income provider or financial institution.

5.8.11.4 The status of an interstate case.

5.8.11.5 Income Withholding.

5.8.11.6 Statements of Accounts.

5.8.12 **Child Support System Research** - The Contractor will be responsible for reviewing all child support system records pertaining to the case in question, analyze the information present and respond to custodial and noncustodial parent, income provider, financial institution, other-state child support agency, and approved third-party inquiries in a manner consistent with the OTDA requirements.

5.8.12.1 The Contractor is responsible for ensuring that the Customer Service staff are fully trained and kept up-to-date with the OTDA revisions to child support system records.

5.8.13 **Caller Validation** – The Contractor must seek the following information from callers and the Contractor must verify that it matches the information contained on the child support system:

5.8.13.1 Noncustodial and custodial parent's name
5.8.13.2 Noncustodial and custodial parent's Social Security number
5.8.13.3 Noncustodial and custodial parent's date of birth

5.8.13.4 Name(s) and dates of birth of child(ren)

5.8.13.5 Noncustodial parent's income provider name, address and telephone number

5.8.13.6 Noncustodial parent's name and address of health insurance company, policy number and coverage

5.8.13.7 The Contractor is responsible for ensuring that the child support system is updated with current validation information provided by the caller.

5.8.14 **Caller Information –** The Contractor must obtain the following information from callers and the Contractor must update, as necessary, the information contained on child support system:

5.8.14.1 Noncustodial or custodial parent's addresses (residential, mailing, and email) and telephone numbers.

5.8.14.2 Noncustodial parent's income provider's name, address and telephone number

5.8.14.3 Noncustodial or custodial parent's name and address of health insurance company, policy number and coverage

5.8.15 **Security and Confidentiality of Information -** The Contractor must not release custodial parent and/or noncustodial parent information to telephone callers unless the inquiring party has provided specific information and the Child Support Representative has verified, through review of child support system records, that the information is correct. The requirements for verification will be provided by the OTDA as well as a description of the limited information that can be released.

5.8.15.1 The Contractor is responsible to limit access to child support system information and must ensure that authorized Customer Service staff properly sign-off from the child support system if they leave the immediate location of said access.

5.8.15.2 The Contractor is also bound by the security and confidentiality of information as required by the Agreement.

5.8.16 **Electronic Communication** - The Contractor must receive emails directed to the New York State DCSE, research and respond to the emails no later than 4:00 PM, EST, the next business day at the same performance level as if the inquiry were received by telephone.

5.8.16.1 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.

5.8.16.2 The Contractor must retain electronic records to support emails received and their respective responses including the forwarding of emails to local districts.

5.8.16.3 The Contractor must update the child support system with information regarding the email inquiry (i.e., inquiry remarks, case information update, response remarks).

5.8.17 **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 PM, EST, the next business day at the same performance level as if the inquiry was received by telephone.

5.8.17.1 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.

5.8.17.2 The Contractor must retain documentation to support responses provided to correspondence received at the processing center.

5.8.17.3 The Contractor must update the child support system with information regarding the correspondence inquiry (i.e., inquiry remarks, case information update, response remarks and method of response [letter or telephone]).

5.8.18 **Notification -** The Contractor will immediately notify the OTDA of any situation that impacts the Customer Service Centralized Operation such that one or more lines become unavailable, the entire Customer Service Centralized Operation becomes inoperable or any other circumstance that would affect providing and meeting customer service requirements as noted in Sections 4.8 and 5.8 of this RFP.

5.8.19 **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 Sections 4.8 and 5.8 herein is highly accurate, reflective of the child support system 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 the actual conversation(s) of the Customer Service Representative while they are occurring are listened to and recorded to ensure the quality of the information provided and requested meets or exceeds required performance standards. The Contractor's monitoring of telephone calls must be such that each Customer Service Representative is randomly monitored on at least five (5) different business days throughout the month at a rate of six (6) calls per day. The Contractor must retain, for a minimum of one (1) year, the recordings for subsequent review for its own quality control measures as well as those of the OTDA.

5.8.19.1 In those instances where performance deficiencies are detected, the Contractor must immediately take corrective action to ensure that future calls are responded to accurately and properly.

5.8.19.2 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 and systems to accomplish these tasks.

5.8.19.3 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.

5.8.20 **Resources -** The Contractor is responsible for providing, adequate space and equipment for performing all required Customer Service tasks.

5.8.20.1 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 (CSIL) and the Customer Service Centralized Operations, to include: equipment, software, telephone lines, call transferring, equipment, etc.

5.8.20.2 Telecommunications Link – The OTDA will be responsible for the child support system

telecommunications link between the OTDA and the Contractor.

5.8.20.3 The Contractor is responsible, at no cost to the OTDA, for the development, installation and maintenance of a telecommunications link between the OTDA's child support system mainframe and the Customer Service Centralized Operation within the Contractor's Operating Facility.

5.8.21 **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 Centralized Operation. The Contractor is responsible for maintaining all records and documents in support of the OTDA's reporting requirements contained in the Agreement.

5.8.22 **Performance** - Unless otherwise noted herein, performance standards will be measured by a test check performed by the OTDA.

5.8.22.1 Customer Service Availability – The Customer Service Centralized Operations must be available as set forth in Section 5.8.1 of this RFP. Full services, including responses requiring child support system research under Section 5.8.12 of this RFP, may not be unavailable for more than three (3) hours in a two (2) month period. Partial services (i.e., responding to calls that do not require child support system research under Section 5.8.12 of this RFP), may not be unavailable for more than three (3) hours in a six (6) month period.

5.8.23 **Error Correction** – Customer service errors can be detected by the Contractor or the OTDA staff during customer service inquiries or subsequent to the customer service inquiries. The Contractor must perform the error resolution tasks identified in Section 5.9 when errors are detected and/or brought to the Contractor's attention. If, as a result of a processing error, a child support record or account must be corrected, the OTDA may direct the Contractor to correct the error at its own expense, without charge to the OTDA. Where the social services district or the OTDA corrects a processing error in a child support record or account, the Contractor shall be subject to liquidated damages pursuant to Section 6.9 of this RFP

5.8.24 **Error Rate**

5.8.24.1 Standard – The Contractor must not exceed in any month a customer service error rate of rate of 4% of all customer service inquiries required to be processed for the month.

5.8.24.2 Types of Errors – The Contractor has committed a customer service error when the Contractor has failed to meet any of the following standards:

5.8.24.2.1 Answer each customer service call within three (3) receiving rings.

5.8.24.2.2 For any call received, a call wait time before connecting to a customer service staff is to be no greater than two (2) minutes

5.8.24.2.3 Provide a message, as defined in Section 5.8.9.4 of this RFP to each caller after each minute of wait time.

5.8.24.2.4 Provide each caller with a supervisory staff member in the event that a call cannot be completed in the manner identified in Sections 4.8 and 5.8 of this RFP. Provide each caller with an expected timeframe for a return call to be made.

5.8.24.2.5 Provide an overall rating of 95% in courtesy, efficiency and politeness.

5.8.24.2.6 Provide for each call, in a courteous and professional manner, an accurate reflection of the status of a specific child support case in question, if no case exist, provide for each call the approved response developed by the OTDA.

5.8.24.2.7 For each call received, seek the validation information identified in Section 5.8.13 of this RFP.

5.8.24.2.8 Provide for each email received by New York State Division of Child Support Enforcement, a response by 4:00 PM, EST, the next business day, in the manner identified in Section 5.8.16 of this RFP.

5.8.24.2.9 Provide for each correspondence received, a response by 4:00 PM EST the next business day in a manner identified in Section 5.8.17 of this RFP.

5.8.24.3 Performance Measures - The Contractor must calculate on a monthly basis the customer service error rate, and provide the customer service error rates quarterly to the OTDA no later than no later than five (5) business days after the end of each quarter (Section 5.11 of this RFP). The Contractor will determine the error rate by dividing the number of customer service errors identified (from a monthly statistical sample to be approved by the OTDA that will allow disclosure of an accuracy rate of 96% or an error rate of 4%, with a 95% confidence level at a minus of .1%) by the total customer service inquiries that were received for the same month.

5.8.24.4 Corrective Action – The Contractor must provide the OTDA with a corrective action plan as identified in Section 5.9.7 of this RFP for the OTDA approval. The corrective action plan must be provided to the OTDA within the following timeframes

5.8.24.4.1 Within three (3) business days of a notice from the OTDA that the Contractor has failed to properly perform an Operational Task in accordance with the applicable performance standards identified in Sections 4.8 and 5.8 of this RFP; or

5.8.24.4.2 Within two (2) business days from the date that the OTDA issues a Notice of Deficiency as identified in Section 3.1.6 of this RFP.

5.8.24.4.3 The corrective action plan must detail the actions taken, or to be taken, and the timeframe for such actions, by the Contractor to correct existing data and to ensure that future customer service inquiries are within the accuracy rate identified in Section 5.8.24.1 of this RFP and that deficiencies do not continue.

5.8.24.4.4 If the Contractor fails to submit a written corrective action plan, and/or to complete the required actions or meet a milestone within the applicable time periods identified in Sections 5.8.24.3 and 5.9.7 of this RFP, the OTDA may assess liquidated damages in accordance with Sections 6.9 and 6.11.2 of this RFP.

5.8.24.5 Liability – The Contractor is liable to the OTDA for remedies noted in Sections 6.9 and 6.11.2 of this RFP.

5.8.25 **Submit Work Plan** - The Contractor must submit within thirty (30) days of contract approval, a detailed work plan for all operational tasks and performance standards noted in Sections 4.8, 5.8, and 6 of this RFP, leading to the implementation of the Customer Service Centralized Operations. The detailed work plan must include, at a minimum, the following:

5.8.25.1 description of tasks
5.8.25.2 timetable
5.8.25.3 procedure development
5.8.25.4 testing
5.8.25.5 equipment, software, and maintenance
5.8.25.6 training
5.8.25.7 quality control

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5.9 **Error Resolution**

The provisions herein apply to errors to processes detailed in Sections 4 and 5 of this RFP.

5.9.1 **Detected During Processing** - The Contractor must immediately correct all errors detected during processing.

5.9.2 **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 and provide written documentation detailing the action taken to rectify the error.

5.9.3 **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.

5.9.4 **Error Correction** - If, as a result of a processing error, a child support record or account must be corrected, the OTDA may direct the Contractor to correct the error at its own expense, without charge to the OTDA. Where the local SCU or the OTDA corrects a processing error in a child support record or account, the Contractor shall be subject to liquidated damages pursuant to Section 6 of this RFP

5.9.5 **Notices** - The Contractor must print and mail notices, as deemed necessary by the OTDA, and/or DTF when the notices are necessary for tasks in Section 5.4 of this RFP, according to the agreed upon schedule, to explain or rectify errors.

5.9.6 **Liability** - The Contractor is liable for all costs incurred by the Contractor, the OTDA, the DTF (when the errors occur for task in Section 5.4 of this RFP), and each local district SCU, 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 Claim for Payment to the OTDA.

5.9.7 **Corrective Action** - The Contractor must provide the OTDA with a corrective action plan for the OTDA's approval: (1) within two (2) business days from the date that the OTDA issues a Notice of Deficiency as described in Section 3.1.6 of this RFP; or (2) within three (3) business days of a notice from the OTDA that the Contractor has failed to properly perform an Operational Task in accordance with the applicable performance standards identified in Sections 4 and 5 of this RFP. The corrective action plan must detail the actions taken, or to be taken, and the timeframe for such actions, by the Contractor to correct existing data and to ensure that deficiencies do not continue. If the Contractor fails to submit a written corrective action plan, and/or to complete the required actions or meet a milestone within the applicable time periods, the OTDA may assess liquidated damages in accordance with Section 6.11.2 of this RFP.

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5.10 **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 Recovery Plan to include but not limited to the use of the backup facility.

5.10.1 **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.

5.10.2 **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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5.11 **Operational Reports**

The Contractor must, at a minimum, meet the reporting performance standards noted herein unless otherwise noted in this RFP.

5.11.1 **Routine Reports**

5.11.1.1 Production - The Contractor will provide the OTDA with on-time operating reports which will provide summary information on the Contractor's Centralized Operations (e.g., Payment Processing, Disbursement Processing, Notices, New Hire Notifications Processing, Data Capture Services, Putative Father Registry Processing, IVR System, and Customer Service). These reports summarize the Centralized Operations information for each of the local districts and are used to monitor Contractor performance and to provide a basis for the payment under the Contract. The OTDA will develop the format for each report.

5.11.1.2 Submission - The routine reports will be submitted to the OTDA via teleprocessing as follows:

5.11.1.2.1 **Daily** reports shall be available to the OTDA by the beginning of the next business day.

5.11.1.2.2 **Weekly** reports shall be available to the OTDA by the beginning of the second (2nd) business day after the end of the reporting period.

5.11.1.2.3 **Monthly and Quarterly** reports shall be available to the OTDA by the fifth (5th) business day of the month following the end of the reporting period.

5.11.1.2.4 **Annual** reports shall be delivered to the OTDA no later than the fifteenth (15th) of the month following the close of the reporting period.

5.11.2 **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 these performance criteria will have a negative impact on the Centralized Operations, these criteria may be waived for the specific request. These criteria must not be waived when any reruns are necessary due to Contractor error(s).

5.11.3 **Other Reports**

5.11.3.1 Monthly Reports

5.11.3.1.1 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.

5.11.3.1.2 Billings to the OTDA - The Contractor must submit monthly Claim for Payments to the OTDA in the form and calculated in the manner provided for in Section 3.2 of this RFP.

5.11.3.1.3 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.

5.11.3.1.3.1 Transition

5.11.3.1.3.2 Operations

5.11.3.1.3.3 Turnover expenses

5.11.3.1.4 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, Notice Process, New Hire Notifications Process, Data Capture Services, Putative Father Registry, Voice Response System, and Customer Service) for each local district, representative of the fixed costs billed to the OTDA for each of those categories.

5.11.3.1.5 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 fifteen (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.

5.11.3.2 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:

5.11.3.2.1 Significant events.
5.11.3.2.2 Progress on procedures development.
5.11.3.2.3 Staffing level breakdown consistent with functional units of contractor's organization chart.
5.11.3.2.4 Problems encountered.
5.11.3.2.5 Planned activities for the next two reporting periods.
5.11.3.2.6 Details of any incomplete or delayed processing, including reason(s) and a plan for completion.
5.11.3.2.7 Results of the monthly payment processing error sampling.
5.11.3.2.8 Computer/equipment downtime.
5.11.3.2.9 Meetings held.
5.11.3.2.10 Other information deemed necessary by the OTDA or Contractor.

5.11.3.3 Quarterly Reports

5.11.3.3.1 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 Section 3.1.5.3 of this RFP).

5.11.3.3.2 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.

5.11.3.3.3 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.

5.11.3.4 Annual Report - The Contractor must submit to the OTDA a copy of the report of the annual audit as defined in Section 3.1.3.2.1 of this RFP conducted by an independent auditing firm within fifteen (15) calendar days of public issuance of such report, which includes financial statements audited by the independent firm.

5.11.4 **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.

5.12 **Audit Trail**

5.12.1 **Records and Reports** - The Contractor must maintain file records and reports sufficient to provide a complete audit trail for the processing of payments, disbursements, New Hire Notifications, Putative Father Registry, Data Capture Services, IVR System, and Customer Service, as well as the various notices that must be produced.

5.12.2 **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 12:00 PM, EST, 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.

5.12.3 **Generally Accepted Accounting Principles** - The Contractor must submit all Claim for Payments to the OTDA in the format required and in conformance with GAAP.

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5.13 **Key Staff Presence**

Key Staff shall be schedule to work and be present at the Operations Facility and Customer Service Center, if separate, as required by Section 4.9.3 of this RFP. Key Staff will be assigned to work exclusively on the Centralized Operations, unless otherwise agreed to by the OTDA. Key Staff positions shall not be vacant for more than ten (10) consecutive days. The Contractor shall submit, on a monthly basis, a schedule delineating actual days and hours worked by each Key Staff position.

5.13.1 If any Key Staff position is vacant for more than ten (10) consecutive days, the OTDA shall derive a credit for the full time that the position is vacant.

5.13.2 The OTDA shall derive a credit for each Key Staff position where the Key Staff person was on site less than two hundred and twenty-nine (229) days per Contract Year.

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5.14 **Early Intervention Enhancement**

The Contractor must complete the tasks noted in Section 4.10 of this RFP while adhering to the following performance standards:

5.14.1 **Loading Data Files** - The Contractor must retrieve from the OTDA TCPIP/FTP directory daily EIS data files on the same day those data files are placed in that directory. The Contractor must complete loading the data files by a time to be determined by the OTDA.

5.14.2 **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 EIS messages within forty-eight (48) hours of each OTDA request.

5.14.3 **Programming Support** - The Contractor must provide all programming software and equipment necessary to maintain the EIS as required by the OTDA.

5.14.4 **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.

5.14.4.1 The EIS must be bilingual, English and Spanish, and translated in any other languages requested by the OTDA. The EIS must allow callers to choose Spanish, via touch-tone service, or deliver messages in Spanish, if identified by the OTDA.

5.14.4.2 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 (15) minutes at a time.

5.14.4.3 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.

5.14.5 **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 data file received from the OTDA. Each call must result, at a minimum, in the following actions:

5.14.5.1 Telephone number available or unavailable
5.14.5.2 Call complete or incomplete
5.14.5.3 Message in language or text
5.14.5.4 Message delivered or call back information provided
5.14.5.5 Call back received or not received

5.14.6 **Performance** - The Contractor's performance, unless otherwise noted under the above standards, will be measured by a test check performed by the OTDA staff.

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5.15 **Location Enhancement**

The Contractor must complete the tasks noted in Section 4.11 of this RFP while adhering to the following performance standards:

5.15.1 **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.

5.15.2 **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.

5.15.3 **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.

5.15.4 **Termination of Location Efforts** – The Contractor must terminate all location services and return the case to the OTDA based upon the following:

5.15.4.1 Cases referred to the Contractor for which a verified location, employment and or asset was obtained

5.15.4.2 Cases in which the custodial or noncustodial parent is deceased

5.15.4.3 Cases the OTDA requires removed for any reason; or

5.15.4.4 Cases in which no verified location, employment or asset information was obtained within ninety (90) days following the date of referral by the OTDA.

5.15.5 **Data File Creation** – The Contractor must on a weekly basis create a data file, or complete on-line data entry, as identified and determined by the OTDA consisting of verified location information.

5.15.6 **Updating of the Child Support System** – The Contractor must electronically transmit or on-line data enter on weekly basis location information to the child support system.

5.15.7 **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 Sections 4.11 and 5.15 herein of this RFP. The Contractor is required to notify the OTDA immediately of any error detected before or after the updating of information to the child support system. In the event that an error is detected prior to the updating of the child support system, the Contractor must correct the error prior to the updating of the child support system. In the event that the error is detected subsequent to the updating of the child support system, 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.

5.15.8 **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.

5.15.9 **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.

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Section 6 KEY PERFORMANCE STANDARDS

Failure by the Contractor to meet the Key Performance Standards as set out herein shall result in the assessment of damages or liquidated damages as set forth below. The OTDA, at its sole discretion, may waive liquidated damages if in the best interest of the State. 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 schedules below, multiplied times the number of occurrences of Contractor failure in a calendar month. These amounts represent a reasonable measure of the damages incurred by the OTDA, or the local social services districts where applicable, for such nonperformance. The total monetary amount of the applicable Claim for Payment for the month in which the failure occurred or is reported 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 multiple occurrences of failure each processing day).

6.1 **Transition** (see Section 2.9 of this RFP)

6.1.1 The established transition timeframe is eleven (11) months, or sooner, beginning on the Contract Approval Date. Transition is to be completed by the incoming Contractor to the satisfaction of the OTDA within the allotted eleven (11) month timeframe.

6.1.2 For each deliverable that the incoming Contractor does not timely meet the milestone or perform the tasks included in the OTDA approved Transition Plan, the damages below will apply until the incoming Contractor meets the required milestone or performs the task.

TRANSITION LIQUIDATED DAMAGES

1. Failure to complete transition within the eleven (11) month timeframe as set out in Section 6.1.1 of this RFP.

   Amount per business day $10,000

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

2. Failure to meet a milestone or perform a task as set out in Section 6.1.2 of this RFP.

   Amount per task or milestone per business day. $1,000

   Example: 1 task, 1 day late = 1 x 1 x $1,000
   2 tasks, 4 days late = 2 x 4 x $1,000

6.2 **Payment Processing** (see Sections 4.1 and 5.1 of this RFP)

6.2.1 Include all payments to each county and individual on the files transmitted to the OTDA each day as set forth in Sections 4.1.2 and 5.1.2 of this RFP.

6.2.2 Accurately include all data required to distribute each payment to the proper individual and/or county on the files transmitted to the OTDA each day (see Sections 4.1.2 and 5.1.2 of this RFP).

6.2.3 Complete daily transmission of each file to the OTDA within the required timeframe as set forth in Section 5.1.3.8 of this RFP.

6.2.4 Create an electronic digital copy of all payment documentation required to be accessible to the OTDA and local districts each day (see Section 4.1.2.2 of this RFP).

6.2.5 Provide documentation for child support payments processed, placed in suspense and child support system rejected payments in accordance with the required timeframe and format as set forth in Section 5.1.3.10 of this RFP.

PAYMENT PROCESSING LIQUIDATED DAMAGES

1. Processing Failures Identified in Sections 6.2.1 and 6.2.2 of this RFP.

   Amount Per Occurrence = $50

   Example: 1 failure = 1 X $50
   5 failures = 5 X $50

2. Failure to transmit files as set forth in Section 6.2.3 of this RFP. Each day the file is not transmitted is a separate occurrence

   Amount per Occurrence = $5,000

   Example: 1 failure to transmit = 1 X $5,000
   1 failure to transmit for 3 days = 3 X $5,000

3. Documentation failures identified in Sections 6.2.4 and 6.2.5 of this RFP.

Number of Occurrences in a Calendar Month:	Amount per Occurrence
1	$1,000
2 or more	$1,500

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

6.3 **Disbursements** (see Sections 4.2 and 5.2 of this RFP)

6.3.1 Complete daily transmission of the direct deposit data file to the Banking Services Contractor within the required timeframe set forth in Section 5.2.6 of this RFP.

6.3.2 Complete daily transmission of the debit card data file to the Banking Services Contractor within the required timeframe set forth in Section 5.2 of this RFP.

6.3.3 Complete daily transmission of the EFT data file to the Banking Services Contractor within the required timeframe set forth in Section 5.2.7 of this RFP.

6.3.4 Complete daily transmission of the check issuance file to the Banking Services Contractor within the required timeframe set forth in Section 5.2.5 of this RFP.

6.3.5 Complete mailing of all paper checks within the required timeframe set forth in Section 5.2.4 of this RFP.

DISBURSEMENTS LIQUIDATED DAMAGES (continued next page)

1. Data File Transfer Failures Identified in Sections 6.3.1, 6.3.2, 6.3.3, 6.3.4, and 6.3.5 of this RFP. Each day that a data file is untimely shall constitute a separate occurrence.

Each day that all checks are not timely printed and mailed shall constitute a separate occurrence.

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

Example: 1 failure for 2 days = 1 X 2 X $5,000
8 failures for 5 days = 8 X 5 X $10,000

6.3.6 **Disbursements (Debit Card)**

6.3.6.1 All new or replacement debit cards must be mailed within the timeframes set out in Section 4.2.1.4.5 of this RFP.

6.3.6.2 The Contractor must enroll custodial parents within five (5) days of receiving a data file for enrollment or request for enrollment as set out in Section 4.2.1.4.5 of this RFP.

6.3.6.3 All calls to the debit card Customer Center Services must be recorded and retained by the Contractor for a period of one (1) year as required by Section 4.2.1.9.6 of this RFP.

6.3.6.4 Recording of calls to the debit card customer service center must be provided to the OTDA within the timeframes required by Sections 4.2.1.9.6.3 of this RFP.

6.3.6.5 All calls to the debit card customer service center must be answered by a call center representative within the timeframe required by Sections 4.2.1.9.2.4 and 5.2.1.5 of this IFB.

DISBURSEMENT (DEBIT CARD) LIQUIDATED DAMAGES

1. Failure to timely enroll customers or mail new or replacement cards as required in Sections 6.3.6.1 and 6.3.6.2 of this RFP. Each day that a data file is untimely shall constitute a separate occurrence.

   Amount Per Failure = $50

   Example: 4 failures = 4 X $50

2. Failure to record or retain customer service calls as required in Sections 6.3.6.3 and 6.3.6.4 of this RFP.

   Amount Per Failure = $50

   Example: 4 failures = 4 X $50

3. Failure to answer a call within the timeframe required in Section 6.3.6.5 of this RFP.

   Amount Per Failure = $50

   Example: 4 failures = 4 X $50

6.4 **Notices** (see Sections 4.3 and 5.3 of this RFP)

6.4.1 The Contractor shall generate draft notices, produce, and mail accurate notices within the timeframes set forth in Section 5.3.2 of this RFP.

NOTICE PRODUCTION LIQUIDATED DAMAGES

1. Processing Failures Identified in Section 6.4.1 of this RFP. Each day that a data file is untimely shall constitute a separate occurrence.

   Amount Per Occurrence = $500

   Example: 4 failures = 4 X $500

6.5 **New Hire Notification Processing** (see Sections 4.4 and 5.4 of this RFP)

6.5.1 Accurately include all information from each New Hire Notification on a data file as required by Section 5.4.2.4 of this RFP.

6.5.2 Include all New Hire Notifications received each day on the data files transmitted to the OTDA and DTF as required by Section 5.4.2.5 of this RFP.

6.5.3 Eliminate duplicate New Hire Notification records as required by Section 5.4.2.4.3 of this RFP.

6.5.4 Data capture New Hire Notification records within twenty-four (24) hours of receipt as required by Section 5.4.2.5 of this RFP.

6.5.5 Correctly and timely return incomplete or illegible New Hire Notifications as required by Section 5.4.2.8 of this RFP.

6.5.6 Complete daily transmission of those data files to the OTDA and DTF within the timeframe set forth in Section 5.4.2.5 of this RFP.

NEW HIRE NOTIFICATION PROCESSING LIQUIDATED DAMAGES

1. New Hire Data Capture Errors Identified in Sections 6.5.1 through 6.5.5 of this RFP.

   Amount per Occurrence = $50

   Example: 6 errors = 6 x $50

2. File Transmission Errors as set forth in Section 6.5.6 of this RFP.

Each day that a data file is untimely shall constitute a separate occurrence.	Amount Per Occurrence
1	$1,000
2-5	$1,250
6 or more	$2,000

Example: 1 failure = 1 X $1,000
8 failures = 8 X $2,000

6.5.7 **New Hire Notification Processing Security Failure** - Any occurrence of Contractor failure to develop, update, and implement a Security and Confidentiality Plan set forth in Section 3.5.9.2.3 of this RFP, or to comply with the confidentiality and security provisions 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 in: implementing the Security and Confidentiality Plan; failure to develop or update the Plan in a timely manner, after notice from the OTDA; or meeting the requirements for New Hires Data Security in Section 4.4.10 of this RFP.

6.6 **Data Capture Services** (see Sections 4.5 and 5.5 of this RFP)

6.6.1 Include complete and accurate information for each specific data capture document as required by Section 5.5.7 of this RFP.

6.6.2 Accurately complete data entry of the data to the child support system within the timeframe set forth in Section 5.5.8 of this RFP.

6.6.3 Complete transmission of data files to the OTDA within the timeframes set forth in Section 5.5.10 of this RFP.

DATA CAPTURE SERVICES LIQUIDATED DAMAGES

1. Processing Errors Identified in Sections 6.6.1 and 6.6.2 of this RFP.

   Amount per occurrence = $50

   Example: 3 failures = 3 X $50
   50 failures = 50 X $50

2. Data file Transmission Timeliness – Section 6.6.3 of this RFP.

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

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

6.7 **Putative Father Registry** (see Sections 4.6 and 5.6 of this RFP)

6.7.1 Capture all data for each specific Putative Father Registry document as required by Section 5.6.3.1 of this RFP.

6.7.2 Accurately include all data from each Putative Father Registry document on a data file as required by Section 5.6.3.3 of this RFP.

6.7.3 Complete transmission of the data file to the OTDA within the timeframe set forth in Section 5.6.3.4 of this RFP.

PUTATIVE FATHER REGISTRY LIQUIDATED DAMAGES (continued next page)

1. Failure to capture and record as required in Sections 6.7.1 and 6.7.2 of this RFP.

Number of occurrences in a calendar month in excess of the error rate defined in Section 5.6.5 of this RFP.	Amount Per Occurrence
1	$1,000
2-5	$1,250
6 or more	$2,000

Example: 1 failure = 1 X $1,000

7 failures = 7 X $2,000

2. Failure to timely transmit files as required in Section 6.7.3 of this RFP.

Number of occurrences in a calendar month	Amount Per Occurrence
Each day transmission is untimely shall constitute a separate occurrence.	
1	$1,000
2-5	$1,250
6 or more	$2,000

Example: 1 failure = 1 X $1,000
6 failures = 6 x $2,000

6.8 **Interactive Voice Response System** (see Sections 4.7 and 5.7 of this RFP)

6.8.1 Update the Interactive Voice Response System including financial information each day within the timeframes set forth in Sections 5.7.1 and 5.7.2 of this RFP. Each day that the System has not been timely updated shall constitute a separate occurrence.

6.8.2 Provide full twenty-four (24) hour access to the Interactive Voice Response System, without exceeding the thirty (30) minutes total allowable downtime for each day as required by Section 5.7.5 of this RFP. Each thirty (30) minutes of downtime per day beyond the allowable downtime shall constitute a separate occurrence.

INTERACTIVE VOICE RESPONSE SYSTEM LIQUIDATED DAMAGES

1.

Number of occurrences pursuant to Sections 6.8.1 and 6.8.2 of this RFP 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

6.9 **Customer Service** (see Sections 4.8 and 5.8 of this RFP)

6.9.1 Process incoming telephone calls as required by Section 5.8 of this RFP.

6.9.2 Provide a recording of each customer service call as required by Section 5.8.5 of this RFP.

6.9.3 Refer those calls to local districts that require local district attention within the time frame set forth in Section 5.8.7.2.5 of this RFP.

6.9.4 Record each call activity as required on the child support system and on any system that supports customer service as required by Section 5.8.5 of this RFP.

6.9.5 Provide local districts access to any system that supports referred calls as required by Section 5.8.7.2.5 of this RFP.

6.9.6 Provide a copy of the recording of any call within the time frames in Sections 5.8.5.3.1 and 5.8.5.3.2 of this RFP.

6.9.7 Provide full Customer Services without full or partial unavailability exceeding the limits set forth in Section 5.8.22.1 of this RFP. Each hour of full or partial unavailability exceeding those limits shall constitute a separate occurrence.

CUSTOMER SERVICE LIQUIDATED DAMAGES

1. Failure to perform in accordance with Sections 6.9.1, 6.9.2, 6.9.3 and 6.9.4 of this RFP.

Number of occurrences in a quarter in excess of the error rate in Section 5.8.23 of this RFP.	Amount Per Occurrence
1 - 50	$50
51 or more	$100

Example: 1 failure = 1 X $50
55 failures = 55 X $100

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 the OTDA has completed a mailing(s) which results in calls greater than telephone line capacity.

2. Failure to perform in accordance with Sections 6.9.5 and 6.9.6 of this RFP.

Amount per occurrence equals $1,000

Each day the action is not performed shall constitute a separate occurrence.

3. Failure to provide call center services as required by Section 6.9.7 of this RFP.

Number of occurrences	Amount per occurrence
1	$2,500
2	$5,000
3 or more	$10,000

Example: 1 failure = 1 x $2,000
4 failures = 4 x $10,000

6.10 **Administration**

6.10.1 Key Staff shall be scheduled to work and be present at the Operations Facility and Customer Service facility, if separate, as required by Sections 4.9.3 and 5.13 of this RFP. Key Staff will be assigned to work exclusively on the Centralized Operations, unless otherwise agreed to by the OTDA. Key Staff positions shall not be vacant for more than ten (10) consecutive days. The Contractor shall submit, on a monthly basis, a schedule delineating actual days and hours worked by each key personnel position.

6.10.1.1 If any Key Staff position is vacant for more than ten (10) consecutive days, the OTDA shall derive a credit for the full time that the position is vacant. The credit will be calculated by multiplying each day of full or partial vacancy by the hourly payment rate times eight (8) hours or the prorated daily salary for that position, multiplied by five (5). The credit will be applied against the monthly Claim for Payment until such time that the position is filled.

6.10.1.2 The OTDA shall derive a credit for each Key Staff position where the Key Staff was on site less than two hundred twenty-nine (229) days per contract year. The credit for each Key Staff shall be calculated by subtracting two hundred twenty-nine (229) by the number of days the Key Staff was on site and multiplying that number by the hourly payment rate time eight (8) hours or prorated daily salary for that position. The credit will be applied against the Annual Year End Adjustment Claim for Payment in Section 3.2.2.8 of this RFP.

6.10.2 The Contractor must complete a daily and monthly bank reconciliation of the New York State Child Support Processing Center bank account as required by Section 5.12.2 of this RFP. The Contractor shall be liable to OTDA for liquidated damages in the amount of one thousand dollars ($1,000) for each day a reconciliation is not provided by the due date and time specified in Section 5.12.2 of this RFP and for each day thereafter until it is provided.

6.10.3 The Contractor shall deliver a detailed Turnover Plan to the OTDA fifteen (15) months prior to the end of the Contract Term as required by Section 2.11.3.1 of this RFP.

6.10.3.1 The Contractor shall perform and complete Turnover all activities in accordance with the Turnover Plan and fully cooperate with OTDA and the successor Contractor in achieving a successful Turnover of Centralized Operations as required by Section 2.11.3.5 of this RFP.

6.10.3.2 For each deliverable the Contractor does not timely meet the milestone or perform the tasks included in the OTDA approved Turnover Plan, the damages below will apply until the Contractor meets the required milestone or performs the task.

TURNOVER LIQUIDATED DAMAGES

1. Delay in submitting Turnover Plan as required by Section 6.10.3 of this RFP.

   Amount Per Business Day — $1,000
   Example: 1 day delay = 1 X $1,000
   5 day delay = 5 X $1,000

2. Delay caused by failure to perform or complete all activities in approved Turnover Plan as required by Section 6.10.3.1 of this RFP.

   Amount Business Day — $10,000
   Example: 1 day delay = 1 X $10,000
   5 day delay = 5 X $10,000

3. Failure to meet a milestone or perform a task as set out in Section 6.10.3 of this RFP.

   Amount per task or milestone per business day — $1,000

   Example: 1 task 1 day late = 1 x 1 x $1,000
   2 tasks 4 days late = 2 x 4 x $1,000

6.11 **Other Damages**

6.11.1 **Other Contractor Processing Errors** – The provisions of this paragraph apply to all processing errors not included elsewhere in this Section. The Contractor is liable to the 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 child support system case/account as a result of information provided by the Contractor on data files sent to the OTDA or directly input on a child support system case/account by Contractor staff.

6.11.1.1 Types of case information subject to Section 6.11.1 of this RFP:

-Batch type
-Account number
-Payment amount
-County
-Remittance number
-Name of income payor or financial institution

6.11.2 **Corrective Action Plans** - The Contractor shall deliver a detailed Corrective Action Plan to the OTDA within the timeframes established in Section 5.9.7 of this RFP.

6.11.2.1 The Contractor shall perform and complete all actions required by an approved Corrective Action Plan within the approved timeframe as required by Section 5.9.7 of this RFP.

6.11.2.2 The Contractor shall perform and complete each action or meet each milestone within an approved Corrective Action Plan within the approved timeframe as required by Section 5.9.7 of this RFP.

CORRECTIVE ACTION PLAN LIQUIDATED DAMAGES

1. Failure to timely submit or complete a Corrective Action Plan as set out in Sections 6.11.2 and/or 6.11.2.1 of this RFP. Each day the Corrective Action Plan is not submitted or completed shall constitute a separate occurrence.

   Amount Per Business Day $10,000

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

2. Failure to timely perform an action or meet a milestone as set out in Section 6.11.2.2 of this RFP. Each day an action or a milestone is not performed or completed shall constitute a separate occurrence.

   Amount per task or milestone per business day: $1,000

   Example: 1 task, 1 day late = 1 x 1 x $1,000
   2 tasks, 4 days late = 2 x 4 x $1,000

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Section 7 EVALUATION OF PROPOSALS

7.1 Objective

All Bid Proposals received shall be subject to an evaluation by the OTDA. The OTDA desires to select the Offeror who will provide the "best value" taking into consideration the most beneficial combination of qualifications, services, and costs.

7.1.1 The Technical and Financial Proposals of each Offeror will be evaluated by separate review committees. The criteria against which each Bid Proposal will be evaluated are summarized herein.

7.1.2 The Offeror with the highest combined Technical and Financial Score shall be the winning Offeror, contingent upon Contract approval. Such combined score will be calculated using the following weighted formula:

7.1.3 Financial Score: 40% (or 40 points out of a total of 100 points)
Technical Score: 60% (or 60 points out of a total of 100 points)

In the case of a tie bid between highest scoring Offerors, the OTDA shall select the one who has the highest Financial Score.

7.1.4 Evaluation Process – The evaluation process will consist of four (4) Levels.

7.2 Level 1: Proposal Compliance (Pass/Fail)

7.2.1 The OTDA will review each Bid Proposal to determine if it is complete, accurate, and responsive by confirming it contains the required information and forms as set forth in Section 8 of this RFP. If it does not, an Offeror may be disqualified unless the OTDA determines to waive or modify a non-material technicality or omission, or permit an Offeror to correct, clarify or revise its Bid Proposal within a designated time.

7.3 Level 2: Mandatory Experience (Pass/Fail)

7.3.1 Section 1.12 of this RFP sets forth the minimum experience Offerors are required to meet. Offerors who fail to meet such experience will be disqualified.

7.4 Level 3: Technical Proposal Evaluation (60 points)

7.4.1 The Technical Evaluation will include, but not be limited to, the following criteria:

7.4.1.1 Qualifications and Experience – Twenty (20) points for qualifications and experience will be based upon, among other things:

7.4.1.1.1 Child support payment processing and call center experience; and

7.4.1.1.2 Offeror and Key Staff Experience.

7.4.1.2 Technical Solution - Forty (40) points for the Offeror's understanding of the OTDA's needs and objectives and the Offeror's technical solution to perform the Centralized Operations efficiently and effectively.

7.4.1.3 The OTDA reserves the right to request oral presentations whereby each Offeror would present its technical approach and solution to perform the Centralized Operations to the OTDA.

7.4.1.4 The OTDA reserves the right to conduct site visits of each Offeror's current Operations Center(s) to ascertain its ability to perform the Centralized Operations.

7.4.1.5 The highest scoring Technical Proposal will be given a score of sixty (60) points. The remaining Offerors' Technical Proposal scores will be derived by dividing each Offeror's Technical Proposal score by the highest technical score and multiplying the resulting fraction by sixty (60).

7.5 **Level 4: Financial Proposal Evaluation (40 points)**

7.5.1 Forty (40) out of a total of one hundred (100) points is allocated to the Financial Proposal. The Financial Proposal will be evaluated and based upon the total price offers provided by an Offeror on the cost forms required in Section 8 and Appendices B and C of this RFP. No reimbursable costs should be included on the above referenced cost forms.

7.5.2 **Total Fixed Price Offer for Transition, Centralized Operations, and Turnover** - The fixed price for the Transition, each of the Centralized Operations, and Turnover listed below for the Base Contract Term will be added together to arrive at a Total Fixed Price Offer:

-Transition
-Payment Processing - Mail
-Payment Processing - Electronic
-Disbursement Processing - Checks
-Disbursement Processing – Electronic
-Notice Processing
-New Hire Notification Processing - Mail
-New Hire Notification Processing - Electronic
-Putative Father Registry
-Interactive Voice Response System
-Administration
-Turnover (Fixed Assets are not included)

7.5.3 **Transaction Based Centralized Operations Offer** - Costs for Data Capture Services and Customer Service Centralized Operations during the Contract Base Term will be determined for the purposes of this Evaluation by applying certain transaction volumes to the rates submitted by Bidders on Forms CS-1I and CS-1L.

7.5.4 **The Total Price Offer** - The total price offer for purposes of ranking the Financial proposals is comprised of; the Total Fixed Price Offer for Transition, Centralized Operations, and Turnover (Section 7.5.2), the Transaction Based Centralized Operations Offer (Section 7.5.3), and a percentage of the Fixed Price Offer for the two (2) year optional extension periods and Transaction Based extension Forms CS-1O(a)& (b). Costs associated with Bidder Suggested Revisions, debit card charges to cardholders and the Early Intervention and Location Enhancements will **not** be factored into the Financial Score.

7.5.5 Although the Early Intervention and Location Enhancements (see Sections 4.10 and 5.14, and Sections 4.11 and 5.15, respectively, of this RFP) and debit card charges to cardholders, for which all Offerors must submit a Bid Proposal, will not be included in calculating the Total Price Offer as set forth above, they will be evaluated for reasonableness of price.

7.5.6 The OTDA reserves the right to award the cardholder 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 more favorable pricing is obtained through another solicitation.

7.5.7 The Total Price Offers will be ranked with the lowest priced Financial Proposal awarded the maximum total of forty (40) points. The remaining Proposals will be assigned scores based on the following formula: Low price offer divided by the Financial Proposal being evaluated times forty (40).

7.6 **Final Proposal Score**

An Offeror's Technical Score will be added to its Financial Score to determine its Total Score. The Offeror with the highest Total Score will be deemed the winning Offeror pending successful contract negotiations and contract approval by the OSC and the Attorney General. In the case of a tie bid between highest scoring Offerors, the OTDA shall select the Offeror who has the highest Financial Score.

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Section 8 OFFEROR'S RESPONSE

8.1 Summary

8.1.1 **Approach** - This Section sets forth the material and documentation to be included in Offeror's Bid Proposal. The OTDA requires a Bid Proposal which strictly conforms to the requirements and specifications in this Section and Appendix B. Appendix B sets forth in detail Bid Proposal submission requirements.

Response forms have been created by OTDA which must be included in a Bid Proposal (Response Forms). The Offeror's Response Forms and their respective instructions are provided in Appendices B and C of this RFP. Word processing facsimiles of the Response Forms are acceptable provided the orientation and format 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.

8.1.2 **Proposal Overview** – An Offeror must submit its Bid Proposal in three (3) separately sealed and bound volumes. The following is an overview of each volume:

8.1.2.1 Volume I – Administrative Proposal

Volume I is designed to provide Offeror proposal information including the items listed in Appendix B of this RFP. Contents include, but are not limited to: the Letter of transmittal; Executive Summary; Statements of Compliance with RFP, Work Plan, and Contract requirements; required administrative forms; MWBE/EEO compliance forms; Subcontractor information; financial resource information, and conflict of interest reporting.

8.1.2.1.1 This volume must include detailed Key Staff and corporate information and references which support the Offeror's qualifications and experience demonstrating compliance with the Minimum Bidder Experience Requirements in Section 1.12 of this RFP.

8.1.2.1.2 Key Staff should possess a high level of creative and technical skills. It is expected that the proposed Key Staff will have extensive large scale processing experience with a proven record of managing such operations.

8.1.2.1.3 A complete description of the Offeror's capability to perform the Transition, Centralized Operations, and Turnover Phases is required, as set forth in Appendix B and the Response Forms.

8.1.2.2 Volume II -Technical Proposal

8.1.2.2.1 The OTDA requires a complete description of the management and organizational control systems to complete the Transition, Turnover and Operations Phase tasks including the items listed in Appendix B of this RFP.

8.1.2.2.2 The Offeror is required to commit to the Contract provisions as stated in Section 3 and Appendix A as well as the Operations Tasks and Performance and Standards stated in Sections 4, 5, and 6 respectively, of this RFP.

8.1.2.3 Volume III – Financial Proposal

8.1.2.3.1 The Offeror is required to use the price and cost schedules noted in Appendix C of this RFP to submit an offer price for fixed and transaction based Centralized Operations, as well as Transition and Turnover.

8.1.3 **Proposal Outline** - The Offeror is instructed to prepare the three (3) separately bound volumes of its Bid Proposal according to the following outline:

8.1.3.1 Volume I. Administrative Proposal:

8.1.3.1.1 Letter of Transmittal
8.1.3.1.1.1 Executive Summary
8.1.3.1.1.2 Compliance to RFP
8.1.3.1.1.3 Compliance with Work Plan
8.1.3.1.1.4 Facility Lease Binder(s)
8.1.3.1.1.5 Contract Provisions

8.1.3.1.2 Corporate Description

8.1.3.1.3 Corporate Experience

8.1.3.1.4 Contractor Information
8.1.3.1.4.1 Tax Law Forms
8.1.3.1.4.2 MWBE and EEO Participation Requirements

8.1.3.1.5 Transition Key Staff Experience
8.1.3.1.5.1 Transition Corporate Experience

8.1.3.1.6 Key Staff Experience

8.1.3.1.7 Turnover Experience – Corporate

8.1.3.1.8 Subcontract Description
8.1.3.1.8.1 Subcontract Content
8.1.3.1.8.2 Subcontractor Experience
8.1.3.1.8.3 Subcontractor EEO Requirements

8.1.3.1.9 Financial Resources
8.1.3.1.10 Conflict of Interest

8.1.3.2 Volume II. Technical Proposal:

8.1.3.2.1 Reporting Relationships
8.1.3.2.1.1 Division of Responsibility
8.1.3.2.1.2 Job Descriptions

8.1.3.2.2 Transition
8.1.3.2.2.1 Staffing Level
8.1.3.2.2.2 Equipment
8.1.3.2.2.3 Facilities
8.1.3.2.2.4 Other Resources

8.1.3.2.3 Transition Approach
8.1.3.2.3.1 Personnel Acquisition and Training
8.1.3.2.3.2 Disaster Recovery Plan
8.1.3.2.3.3 Division of Responsibility
8.1.3.2.3.4 Schedule, Resource and Quality Control

8.1.3.2.4 Operations
8.1.3.2.4.1 Reporting Relationships
8.1.3.2.4.2 Division of Responsibility
8.1.3.2.4.3 Job Descriptions

8.1.3.2.5 Operating Resources
8.1.3.2.5.1 Staffing Levels
8.1.3.2.5.2 Equipment

8.1.3.2.6 Operations Approach
8.1.3.2.6.1 Centralized Operations
8.1.3.2.6.2 Operating Requirements
8.1.3.2.6.3 Major Tasks
8.1.3.2.6.4 Performance Standards
8.1.3.2.6.5 Banking
8.1.3.2.6.6 Postal Services
8.1.3.2.6.7 On-time Operating Reports
8.1.3.2.6.8 Security and Confidentiality
8.1.3.2.6.9 Operating Changes
8.1.3.2.6.10 Access
8.1.3.2.6.11 Space and Equipment for State/Federal Employees
8.1.3.2.6.12 Contractor Audit Program
8.1.3.2.6.13 Audit Requirements
8.1.3.2.6.14 Access to Files
8.1.3.2.6.15 Computer Resources
8.1.3.2.6.16 Data Retrieval Requirements
8.1.3.2.6.17 Equity and Purchase Rights to Hardware and Facilities
8.1.3.2.6.18 Disaster Recovery Testing
8.1.3.2.6.19 Internal Controls
8.1.3.2.6.20 Affirmative Action Objective
8.1.3.2.6.21 Contractor Holiday Schedule
8.1.3.2.6.22 Banking Services
8.1.3.2.6.23 Telephone Services
8.1.3.2.6.24 Equipment and Software
8.1.3.2.6.25 Early Intervention Enhancement
8.1.3.2.6.26 Location Enhancement
8.1.3.2.6.27 Personnel Functions
8.1.3.2.6.28 Accounting Functions
8.1.3.2.6.29 Purchasing Functions
8.1.3.2.6.30 Security Functions

8.1.3.2.7 Performance Standards
8.1.3.2.7.1 Approach

8.1.3.2.8 Recruitment and Selection
8.1.3.2.8.1 Training
8.1.3.2.8.2 Retention

8.1.3.2.9 Turnover
8.1.3.2.9.1 Reporting Relationships
8.1.3.2.9.2 Division of Responsibility
8.1.3.2.9.3 Job Descriptions
8.1.3.2.9.4 Staffing Level
8.1.3.2.9.5 Equipment
8.1.3.2.9.6 Facilities

8.1.3.2.9.7 Other Resources
8.1.3.2.9.8 Turnover Approach
8.1.3.2.9.9 Personnel Acquisition and Training
8.1.3.2.9.10 Hardware/Software Acceptance Plan
8.1.3.2.9.11 Schedule, Resource and Quality Control

8.1.3.2.10 Offeror Suggested Revisions
8.1.3.2.10.1 Description
8.1.3.2.10.2 Work Plan

8.1.3.2.11 Early Intervention Enhancement
8.1.3.2.11.1 Objectives
8.1.3.2.11.2 Approach
8.1.3.2.11.3 Resources
8.1.3.2.11.4 Planning
8.1.3.2.11.5 Development
8.1.3.2.11.6 Implementation
8.1.3.2.11.7 Operation

8.1.3.2.12 Location Enhancement
8.1.3.2.12.1 Objectives
8.1.3.2.12.2 Approach
8.1.3.2.12.3 Resources
8.1.3.2.12.4 Planning
8.1.3.2.12.5 Development
8.1.3.2.12.6 Implementation
8.1.3.2.12.7 Operation

8.1.3.3 Volume III. Financial Proposal:

8.1.3.3.1 Letter of Transmittal
8.1.3.3.2 Fixed Price Summary

8.1.3.3.2.1 Transition Summary
8.1.3.3.2.1.1 Key Personnel
8.1.3.3.2.1.2 Non-key personnel
8.1.3.3.2.1.3 Fixed Assets
8.1.3.3.2.1.4 Facility (use form CS-1A)
8.1.3.3.2.1.5 Other
8.1.3.3.2.1.6 Equipment & Assets (Below $500 Each)
8.1.3.3.2.1.7 Subcontractor

8.1.3.3.2.2 Payment Processing-Mail Summary
8.1.3.3.2.2.1 Non-key personnel
8.1.3.3.2.2.2 Fixed Assets
8.1.3.3.2.2.3 Other
8.1.3.3.2.2.4 Subcontractor

8.1.3.3.2.3 Payment Processing-Electronic Summary
8.1.3.3.2.3.1
8.1.3.3.2.3.2 Non-key personnel
8.1.3.3.2.3.3
8.1.3.3.2.3.4 Fixed Assets
8.1.3.3.2.3.5 Other
8.1.3.3.2.3.6 Subcontractor

8.1.3.3.2.4 Disbursement Process-Checks Summary

8.1.3.3.2.4.1	Non-key personnel
8.1.3.3.2.4.2	Fixed Assets
8.1.3.3.2.4.3	Other
8.1.3.3.2.4.4	Subcontractor
8.1.3.3.2.5	Disbursement Process-Electronic Summary
8.1.3.3.2.5.1	Non-key personnel
8.1.3.3.2.5.2	Fixed Assets
8.1.3.3.2.5.3	Other
8.1.3.3.2.5.4	Subcontractor
8.1.3.3.2.6	Notice Process Summary
8.1.3.3.2.6.1	Non-key personnel
8.1.3.3.2.6.2	Fixed Assets
8.1.3.3.2.6.3	Other
8.1.3.3.2.6.4	Subcontractor
8.1.3.3.2.7	New Hire Notification Processing-Mail Summary
8.1.3.3.2.7.1	Non-key personnel
8.1.3.3.2.7.2	Fixed Assets
8.1.3.3.2.7.3	Other
8.1.3.3.2.7.4	Subcontractor
8.1.3.3.2.8	New Hire Notification Processing-Electronic Summary
8.1.3.3.2.8.1	Non-key personnel
8.1.3.3.2.8.2	Fixed Assets
8.1.3.3.2.8.3	
8.1.3.3.2.8.4	Other
8.1.3.3.2.8.5	Subcontractor
8.1.3.3.2.9	Data Capture Services Summary
8.1.3.3.2.10	Putative Father Registry Summary
8.1.3.3.2.10.1	Non-key personnel
8.1.3.3.2.10.2	Fixed Assets
8.1.3.3.2.10.3	Other
8.1.3.3.2.10.4	Subcontractor
8.1.3.3.2.11	Interactive Voice Response System Summary
8.1.3.3.2.11.1	Non-key personnel
8.1.3.3.2.11.2	Fixed Assets
8.1.3.3.2.11.3	Other
8.1.3.3.2.11.4	Subcontractor
8.1.3.3.2.12	Customer Service Summary
8.1.3.3.2.12.1	
8.1.3.3.2.13	Administration Summary
8.1.3.3.2.13.1	Key Personnel
8.1.3.3.2.13.2	Fixed Assets
8.1.3.3.2.13.3	Facility (Use form CS-1M)
8.1.3.3.2.13.4	Other
8.1.3.3.2.13.5	Subcontractor

8.1.3.3.2.14 Turnover Summary
8.1.3.3.2.14.1 Non-key personnel
8.1.3.3.2.14.2 Fixed Assets
8.1.3.3.2.14.3 Other
8.1.3.3.2.14.4 Subcontractor

8.1.3.3.2.15 Contract Extension Summary

8.1.3.3.2.16 Offeror Suggested Revisions (optional) – Transition Summary
8.1.3.3.2.16.1 Key Personnel
8.1.3.3.2.16.2 Non-key personnel
8.1.3.3.2.16.3 Fixed Asset
8.1.3.3.2.16.4 Facility (Use form CS-2A)
8.1.3.3.2.16.5 Other
8.1.3.3.2.16.6 Equipment & Assets (Below $500 Each)
8.1.3.3.2.16.7 Subcontractor

8.1.3.3.2.17 Offeror Suggested Revisions (optional) – Payment Processing-Mail Summary
8.1.3.3.2.17.1 Non-key personnel
8.1.3.3.2.17.2 Fixed Assets
8.1.3.3.2.17.3 Other
8.1.3.3.2.17.4 Subcontractor

8.1.3.3.2.18 Offeror Suggested Revisions (optional) – Payment Processing-Electronic Summary
8.1.3.3.2.18.1 Non-key personnel
8.1.3.3.2.18.2 Fixed Assets
8.1.3.3.2.18.3 Other
8.1.3.3.2.18.4 Subcontractor

8.1.3.3.2.19 Offeror Suggested Revisions (optional) – Disbursement Process-Checks Summary
8.1.3.3.2.19.1 Non-key personnel
8.1.3.3.2.19.2 Fixed Assets
8.1.3.3.2.19.3 Other
8.1.3.3.2.19.4 Subcontractor

8.1.3.3.2.20 Offeror Suggested Revisions (optional) – Disbursement Process-Electronic Summary
8.1.3.3.2.20.1 Non-key personnel
8.1.3.3.2.20.2 Fixed Assets
8.1.3.3.2.20.3 Other
8.1.3.3.2.20.4 Subcontractor

8.1.3.3.2.21 Offeror Suggested Revisions (optional) – Notice Process Summary
8.1.3.3.2.21.1 Non-key personnel
8.1.3.3.2.21.2 Fixed Assets
8.1.3.3.2.21.3 Other
8.1.3.3.2.21.4 Subcontractor

8.1.3.3.2.22 Offeror Suggested Revisions (optional) – New Hire Notification Processing-Mail Summary
8.1.3.3.2.22.1 Non-key personnel

8.1.3.3.2.22.2 Fixed Assets
8.1.3.3.2.22.3 Other
8.1.3.3.2.22.4 Subcontractor

8.1.3.3.2.23 Offeror Suggested Revisions (optional) – New Hire Notification Processing-Electronic Summary
8.1.3.3.2.23.1 Non-key personnel
8.1.3.3.2.23.2 Fixed Assets
8.1.3.3.2.23.3 Other
8.1.3.3.2.23.4 Subcontractor

8.1.3.3.2.24 Offeror Suggested Revisions (optional) – Data Capture Services Summary

8.1.3.3.2.25 Offeror Suggested Revisions (optional) – Putative Father Registry Summary
8.1.3.3.2.25.1 Non-key personnel
8.1.3.3.2.25.2 Fixed Assets
8.1.3.3.2.25.3 Other
8.1.3.3.2.25.4 Subcontractor

8.1.3.3.2.26 Offeror Suggested Revisions (optional) – Interactive Voice Response System Summary
8.1.3.3.2.26.1 Non-key personnel
8.1.3.3.2.26.2 Fixed Assets
8.1.3.3.2.26.3 Other
8.1.3.3.2.26.4 Subcontractor
8.1.3.3.2.27 Offeror Suggested Revision (optional) – Customer Service Summary

8.1.3.3.2.28 Offeror Suggested Revisions (optional) – Administration Summary
8.1.3.3.2.28.1 Key Personnel
8.1.3.3.2.28.2 Fixed Assets
8.1.3.3.2.28.3 Facility
8.1.3.3.2.28.4 Other
8.1.3.3.2.28.5 Subcontractor

8.1.3.3.2.29 Offeror Suggested Revisions (optional) – Turnover Summary
8.1.3.3.2.29.1 Non-key personnel
8.1.3.3.2.292 Fixed Assets
8.1.3.3.2.29.3 Other
8.1.3.3.2.29.4 Subcontractor

8.1.3.3.2.30 Capital Finance Plan Summary

8.1.3.3.2.31 Early Intervention Enhancement Summary
8.1.3.3.2.31.1 Transition Summary
8.1.3.3.2.31.1.1 Non-key personnel
8.1.3.3.2.31.1.2 Fixed Assets
8.1.3.3.2.31.1.3 Facility
8.1.3.3.2.31.1.4 Other

8.1.3.3.2.31.1.5 Equipment and Assets (Under $500 Each)
8.1.3.3.2.31.1.6 Subcontractor
8.1.3.3.2.31.2 Operations Summary
8.1.3.3.2.31.3 Turnover Summary
8.1.3.3.2.31.3.1 Non-key personnel
8.1.3.3.2.31.3.2 Fixed Assets
8.1.3.3.2.31.3.3 Other

8.1.3.3.2.31.3.4 Subcontractor

8.1.3.3.2.32 Location Enhancement Cost Summary
8.1.3.3.2.32.1 Transition Summary
8.1.3.3.2.32.1.1 Non-key personnel
8.1.3.3.2.32.1.2 Fixed Assets
8.1.3.3.2.32.1.3 Facility
8.1.3.3.2.32.1.4 Other
8.1.3.3.2.32.1.5 Equipment and Assets (Under $500 Each)

8.1.3.3.2.32.1.6 Subcontractor
8.1.3.3.2.32.2 Operations Summary
8.1.3.3.2.32.3 Turnover Summary
8.1.3.3.2.32.3.1 Non-key personnel
8.1.3.3.2.32.3.2 Fixed Assets
8.1.3.3.2.32.3.3 Other
8.1.3.3.2.32.3.4 Subcontractor

8.1.3.3.2.33 Corporate Overhead Cost

8.1.4 **General Instructions** - Response requirements are presented on a series of Offeror's response requirements and description 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:

8.1.4.1 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.

8.1.4.2 Response Requirement - A component of the services which the OTDA desires to purchase.

8.1.4.3 Description - A complete description of the response requirement including any sub-requirements

.

8.1.4.4 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.

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