



Office of Temporary  
and Disability Assistance

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Release Date: January 23, 2015

Invitation for Bids

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

Submission Deadline: March 27, 2015

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## **Section 1 INTRODUCTION**

### **1.1 Issuing Office and Purpose**

1.1.1 This Invitation for Bid (IFB) is being issued by the New York State Office of Temporary and Disability Assistance (OTDA) for the State of New York.

1.1.2 The purpose of this IFB is to obtain banking services for each of the fifty-eight (58) local district Support Collection Units (SCUs) for whom the OTDA is contracting for Centralized Support Collection and Enforcement functions on their behalf, and to obtain banking services for the OTDA in support of Centralized Support Collection and Disbursement functions performed for Non-IV-D Services cases. A "Non-IV-D Services" case is a case in which a court has determined that income withholding for support is required and neither the employee/obligor nor the custodial party/obligee has applied for, or is receiving, Title IV-D child support services through their local SCU.

1.1.3 **History of the New York State Child Support Program** – In New York State, the OTDA is the single State agency, which, through its Division of Child Support Enforcement (DCSE) and Center for Child Well-Being (CCWB), has administered the State's Child Support Program since its inception in 1975. DCSE is responsible for supervising and monitoring the Child Support Program in the fifty-eight (58) local social services districts. Each such district has a Child Support Enforcement Unit (CSEU) responsible for locating absent parents, establishing paternity, and obtaining support orders. The SCU, a unit within the CSEU, is responsible for the collection, accounting, enforcement, and disbursement of child support payments. Title IV-D (herein referred to as IV-D) and its implementing regulation, Sections 111-a through 111-z of the New York State Social Services Law, and the OTDA regulations 18 NYCRR 346 and 347, govern operation of the entire Child Support Program.

1.1.3.1 With the enactment of amendments to Section 111-h of the New York State Social Services Law in 1990, the OTDA was directed to perform centralized collection and disbursement functions on behalf of each social services district, and was authorized to provide those services through a contractor.

1.1.3.2 Beginning January 1, 1993, New York State created a central collection and disbursement operations facility known as the New York State Child Support Processing Center (NYSCSPC) and that facility is currently being operated by Xerox State and Local Solutions Inc., the Centralized Support Collections and Enforcement Contractor, under contract with the OTDA.

1.1.3.3 The vast majority of support payments for the fifty-eight (58) local social services districts and Non-IV-D Services Unit are processed by the Centralized Support Collection and Enforcement contractor. However, Federal and State Income Tax Refund Offsets, Unemployment Insurance Benefits, Lottery Intercepts, and a few selected employer payments continue to be received and processed directly by the OTDA in an automated fashion as developed before contracted centralized operations began.

1.1.3.4 The OTDA currently has a separate contract with Bank of America, N.A. to provide the banking services in support of Centralized Support Collection and Enforcement operations. Each of the fifty-eight (58) local district SCUs, the Non-IV-D Services Unit, and the NYSCSPC currently have a checking account with Bank of America, N.A. as a depository for payments processed by the Centralized Support Collection and Enforcement contractor.

### **1.2 Office of Temporary and Disability Assistance Contact**

- 1.2.1 From the issue date of this IFB until the Contractor is selected, all contacts with OTDA personnel, except as otherwise specified herein, concerning this IFB must be made through the OTDA's Primary Point of Contact (see Section 1.16 of this IFB for additional information). Prospective Bidders may not approach State personnel with offers of employment during the procurement period, unless the employment offered has been prior approved by the Commissioner of the OTDA. Any Bidder who is aware of an OTDA employee who is considering employment with the Bidder should advise the OTDA forthwith:

The Primary Point of Contact for this procurement is:

Ms. April Smith  
Child Support Specialist  
NYS Office of Temporary and Disability Assistance  
Division of Child Support Enforcement  
40 North Pearl Street, 13th Floor, Section C  
Albany, NY 12243-0001  
Phone#: (518) 473-0574  
Fax#: (518) 473-9234  
Email Address: [nybankingifb@otda.ny.gov](mailto:nybankingifb@otda.ny.gov)

Other Permissible Point of Contact (to the Bidder):

Ms. Cheryl Caza  
Contract Management Specialist 2  
NYS Office of Temporary and Disability Assistance  
Bureau of Contract Management  
40 North Pearl Street, 12th Floor, Section D  
Albany, NY 12243  
Phone#: 518-486-5180  
Fax#: 518-474-3555  
Email Address: [nybankingifb@otda.ny.gov](mailto:nybankingifb@otda.ny.gov)

### 1.3 **Submission of Bid Proposals**

- 1.3.1 Bid Proposals must be signed by an official authorized to bind the Bidder to its provisions as set forth in Section 4.4.1.2 of this IFB.
- 1.3.2 Six (6) paper copies and six (6) electronic copies in MS Word/Excel/Project, DVD format, of the Bid Proposal must be received by the OTDA on or before the close of business (3:00 PM, Eastern Standard Time [EST]) on the closing date for receipt of Bid Proposals as noted in Section 1.3.9.5 of this IFB. The OTDA may reject any Bid Proposal received after the aforementioned date and time.
- 1.3.3 **Required Forms** – Each Bidder is required to complete all forms as listed in Appendix J of this IFB with the exception of J.7, Contractor Certification to Covered Agency ST-220-CA, and J.8, Contractor Certification ST-220-TD. Section 1.24 of this IFB provides direction for the completion of J.7, Contractor Certification to Covered Agency ST-220-CA, and J.8, Contractor Certification ST-220-TD.
- 1.3.4 Bidders mailing their Bid Proposals must allow sufficient mail delivery time to ensure receipt of their Bid Proposal by the date and time specified in Section 1.3.9.5 of this IFB.
- 1.3.5 The Bid Proposal must be sealed and show the following information on the outside:

Bidder's name and address  
NYS Office of Temporary and Disability Assistance

Banking Services in Support of Centralized Support Collection  
and Enforcement  
List the "Bid Proposal Due Date"

1.3.6 The Bid Proposal package must be hand-delivered or sent by certified mail to:

Ms. Cheryl Caza  
Contract Management Specialist 2  
New York State Office of Temporary and Disability Assistance  
Bureau of Contract Management  
40 North Pearl Street, 12th Floor, Section D  
Albany, NY 12243

1.3.7 All Bid Proposals received on or before the closing date for receipt of Bid Proposals shall become the property of the OTDA and will not be returned to the Bidder, unless the OTDA determines otherwise.

1.3.8 Upon receipt of the Bid Proposal, a date and time stamped receipt will be issued by the OTDA.

1.3.9 **Timetable**

1.3.9.1	Release of IFB	January 23, 2015
1.3.9.2	Final Date for Receipt of Questions	February 13, 2015 (by 3:00 PM, EST)
1.3.9.3	Letter of Intent (Optional)	February 24, 2015 (by 3:00 PM, EST)
1.3.9.4	OTDA Responses to Questions	March 6, 2015
1.3.9.5	Closing Date for Receipt of Bid Proposals	March 27, 2015 (by 3:00 PM, EST)
1.3.9.6	Contractor Selection	June 2, 2015
1.3.9.7	Contract Award	September 21, 2015

1.4 **Questions Regarding this IFB** - All questions regarding this IFB, supporting documentation, or other matters related to this procurement may be submitted by emailing [nybankingifb@otda.ny.gov](mailto:nybankingifb@otda.ny.gov).

1.4.1 All questions must be received no later than 3:00 PM, EST, February 13, 2015. Any questions received after this date and time will not be answered unless the OTDA determines otherwise.

1.4.2 Each question must cite the specific IFB section, and paragraph number to which it refers. During the questions and answers phase of the procurement, Bidders 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.

1.4.3 The OTDA will provide an official written response to the questions submitted on the OTDA's website <http://otda.ny.gov/contracts/procurement-bid.asp> by March 6, 2015. The OTDA will not entertain questions via telephone.

1.5 **Minimum Qualifications of Bidders** - The Contract described in this IFB may only be awarded to a financial institution that is licensed to conduct business in New York State.

1.5.1 The financial institution must have at least one (1) branch office within New York State boundaries and it must maintain a depository office within a thirty-five (35) mile radius of Albany, NY that has the ability to accept daily deposit of \$1 to \$19 million representing large volumes of deposit transactions both paper and electronic (upwards of

approximately 36,000 individual remittance devices) and process those deposits in accordance with State and Federal Banking laws, regulations, policies and guidelines applicable to the services provided under this agreement. As of September 30, 2014 the financial institution must have total assets of not less than \$3.3 billion and total deposits of not less than \$3.1 billion. The financial institution must provide an array of banking services as noted in Section 3 of this IFB.

- 1.5.2 The financial Institution must have at least three (3) years experience in providing banking services to clients with similar transaction types and volumes.
- 1.5.3 The Bidder must maintain a Kroll Bond Rating Agency (KBRA) financial rating of at least "B."
- 1.5.4 The financial institution must provide a summary of all contingent liabilities for the Bidder and any Subcontractor(s) in excess of \$100,000 per year; see Form BR-2 Contract Disputes and Terminations and Form BR-14 Technical Response Matrix in Appendix B of this IFB.
- 1.6 **OTDA Rights** - The OTDA reserves the right to use any and all ideas presented in any response to the IFB. Selection or rejection of any Bid Proposal does not affect this right. The OTDA shall also have unlimited rights to disclose or duplicate, for any purpose whatsoever, all information or other work products developed, derived, documented, or furnished by the Bidder under any Agreement resulting from this IFB.
  - 1.6.1 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, non-exclusive, and irrevocable license to reproduce, publish or otherwise use such documentation and to authorize others to do so.
  - 1.6.2 The OTDA reserves the right to:
    - 1.6.2.1 Cancel the IFB at its sole discretion.
    - 1.6.2.2 Reject any and all Bid Proposals received in response to this IFB.
    - 1.6.2.3 Reissue a modified version of this IFB.
  - Note: With regard to all modifications, clarifications, or amendments or other changes regarding this IFB which the OTDA reserves the right to issue, any such modification issued on or before the due date for the Bid Proposal 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 Bidders who have submitted a Bid Proposal. Please note that the OTDA's right to issue modifications, etc. permits any addition or deletion of requirements as the OTDA may deem appropriate subject only to the bounds set forth in the Contract Reporter issuance.
  - 1.6.2.4 Amend any part of this IFB, at any time, upon written notification to all Bidders.
  - 1.6.2.5 Utilize any and all ideas submitted in the Bid Proposal received, unless those ideas are covered by proprietary rights and the Bidder has notified the OTDA in writing of such proprietary rights.
  - 1.6.2.6 Disqualify any Bidder whose conduct or Bid Proposal fails to conform to the requirements of this IFB.
  - 1.6.2.7 Direct any Bidder or number of Bidders to submit Bid Proposal modifications addressing subsequent IFB amendments.
  - 1.6.2.8 Accept all or part of a selected Bidder's Proposal.

- 1.6.2.9 Eliminate any requirements that are unmet by all Bidders upon notice to all parties submitting Bid Proposals.
- 1.6.2.10 Make typographical or computational corrections to Bid Proposals, with the concurrence of the Bidder.
- 1.6.2.11 Waive procedural technicalities in Bid Proposals received, upon notification to all Bidders.
- 1.6.2.12 Change any of the scheduled dates, including start dates, stated herein upon notice to all Bidders.
- 1.6.2.13 Request best and final financial proposals from Bidders.
- 1.6.2.14 Conduct Contract negotiations with any other responsible Bidder to this IFB should the OTDA be unsuccessful in negotiating an agreement with the selected Bidder within the timeframe acceptable to the OTDA.
- 1.6.2.15 Select and award Contracts to more than one Bidder.
- 1.6.2.16 Negotiate additional terms and conditions in the agreement resulting from this IFB which are to the OTDA's best interest and which do not substantially alter the requirements of the IFB.
- 1.6.2.17 Require any Bidder to demonstrate, to the satisfaction of the OTDA, their ability to perform the services required by this IFB.
- 1.6.2.18 Request Bidders to clarify or revise their Bid Proposal and/or submit additional information pertaining to their Proposal.
- 1.6.2.19 Require that any or each Bidder provide an oral presentation of its Bid Proposal.
- 1.6.2.20 Terminate review of Bid Proposals found technically or financially inappropriate.
- 1.6.2.21 Re-solicit offers from Bidders by republishing and advertising this IFB at any point in time.

**1.7 Incurred Costs**

- 1.7.1 The State of New York shall not be liable for any costs incurred by Bidders in the preparation or production for, or prior to the approval of, an executed Contract by the New York State Office of the State Comptroller (OSC). Additionally, no cost will be incurred by the State of New York for the Bidders' presentations or execution of any activities including, but not limited to, any oral presentation, demonstration, simulation, or laboratory session occurring prior to the approval of an executed Contract as required by the OTDA.

**1.8 Reference Material**

- 1.8.1 A copy of the current Banking Services Manual is published at <http://otda.ny.gov/contracts/procurement-bid.asp>.

**1.9 Content of Bid Proposals**

- 1.9.1 To be considered responsive, a Bidder must submit a complete Bid Proposal that satisfies all the requirements stated in this IFB.

1.9.2 Bid Proposals must conform to the format and sequence rules specified in Section 4 of this IFB. A Bid Proposal that fails to conform may be considered non-responsive and may be rejected as nonconforming.

1.10 **Period of Validity**

1.10.1 The Bidder's Bid Proposal must include a statement as to the period during which the provisions of the Bid Proposal will remain valid. A minimum of one (1) year from the "Closing Date for Receipt of Bid Proposals" as specified in Section 4.4.1.3 of this IFB is required.

1.11 **Public Information Requirements**

1.11.1 All the Bid Proposals upon submission will become the property of the OTDA. The OTDA will have the right to disclose all or any part of a Bid Proposal to public inspection based on its determination of what disclosure will serve the public interest or the interest of the Child Support Program.

1.11.2 Proposals upon submission will become the property of the OTDA. Prospective Bidders 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 a Bidder desires that the OTDA consider specific information in the Bid Proposal subject to an exception from public disclosure, then the Bidder 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 Bidder. 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.

1.12 **Notification of Award and Debriefing**

1.12.1 Subsequent to the evaluation of all Bid Proposals received pursuant to this IFB, all Bidders will be notified of the acceptance or rejection of their Bid Proposal. News releases or any other disclosure relating to this Contract award shall not be made by the successful Bidder or its agent without the explicit approval of the OTDA.

1.12.2 The OTDA will notify all unsuccessful Bidders, at or about the time of the Bid Proposal award, of the fact that their Bid Proposals were not selected. Each unsuccessful Bidder may at that time 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 Bidder's Bid Proposal, unless the Contract resulting from this procurement has been approved by the OSC.

1.13 **Prime Contractor's Responsibility**

1.13.1 In the event the selected Bidder's Bid Proposal includes goods and services provided by another firm or manufacturer, it shall be mandatory for the selected Bidder to assume full responsibility for the delivery, installation, maintenance, and support services for such items offered in the Bid Proposal. Should the selected Bidder 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 a Bidder, not the Bidder's financing institution or subcontractors. The OTDA shall consider the selected Bidder to be the sole responsible entity with regard to all provisions of the Contract resulting from this IFB.

- 1.13.2 Prior written approval of the OTDA is required for all subcontracts. Any subcontract related to performance of the Contract resulting from this IFB shall be subject to the provisions of the law set forth in Sections 220, 220-d, and 220-e of the Labor Law of the State of New York, Article 15 and 15-A of the Executive Law of the State of New York.
- 1.14 **Contract** - It is the intent of the OTDA to enter into a Contract with a selected Contractor. The terms and conditions for such Contract include those found in Section 5 and Appendix A, Standard Clauses for New York State Contracts, of this IFB. Additionally, the contents of the selected Bidder's Proposal, together with the IFB and any formal questions and answers exchanged during the Bidding process, will be made a part of the final Agreement.
- 1.15 **Procurement Lobbying Act (PLA)** - Pursuant to State Finance Law §§139-j and 139-k, this procurement imposes certain restrictions on communications between the State and a vendor during the procurement process. Vendors are restricted from making oral, written, or electronic contacts with New York State employees other than to the point of contact as identified above until OSC Contract approval. Statutory exceptions to vendor contact with other than the designated Point of Contact are listed below:
- Submission of a written Proposal in response to this procurement
  - Submission of written questions prior to the Proposal due date (note: the PLA does not allow the hiring manager to schedule interviews)
  - Oral Presentations
  - Complaints filed by a vendor stating that the designated point of contact has failed to respond in a timely manner
  - Negotiations following task order award
  - Debriefings to vendors that were not award recipients
  - Filing of an appeal or protest
  - Contacts initiated by the OTDA
- 1.15.1 New York State employees, other than the designated Point of Contact, who are contacted by a vendor, are required to obtain and record certain information when contacted that could result in a finding of non-responsibility against the vendor. Such a finding can result in a rejection of an award, and in the event of two (2) findings within a four (4) year period, the vendor would become debarred from obtaining New York State contracts. Further information about these requirements can be found at <http://www.ogs.ny.gov/aboutogs/regulations/defaultAdvisoryCouncil.html>.
- 1.15.2 The PLA also requires that every procurement over \$15,000 include a certification by the vendor that all information provided to the agency is complete, true, and accurate with regard to prior non-responsibility determinations within the past four (4) years based on (i) impermissible contacts or other violations of State Finance Law Section 139-j, or (ii) the intentional provision of false or incomplete information to a governmental entity. The PLA Bidder's Certification and Affirmation of Understanding of and Agreement pursuant to State Finance Law Sections 139-j and 139-k and the Bidder's Disclosure of Prior Non-Responsibility Determinations can be found in Appendix J of this IFB.
- 1.15.3 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 Bidder 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.
- 1.16 **Public Officer's Law** - All Bidders and their employees must be aware of and comply with the requirements of the New York State Public Officers Law, and all other appropriate provisions of New York State Law and all resultant codes, rules, and

regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, associations, and corporations in business with the State, and with applicable Federal laws and regulations of similar intent. In signing the Proposal, each Bidder 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.

#### 1.17 **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 minority or women-owned business enterprises (MWBES) in the OTDA procurement process. Contractors participating in and/or selected for procurement opportunities with OTDA shall fulfill their obligations to comply with applicable Federal, State, and local requirements concerning 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). 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 IFB or Contract, unless otherwise authorized by the OTDA. Copies of the required OTDA Forms are identified in Appendix Z 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 subcontracting 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.

#### 1.18 **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 IFB. Contractors shall submit documentation as the OTDA may require to ensure compliance with such statutes.

- 1.19 **Anti-Kickback Act** - The Bidder will be required to comply with federal Executive Order 11246, the Copeland "Anti-Kickback Act" (18 USC 874), the Davis Bacon Act (40 USC 3141 to 3148), the Clean Air Act (42 USC 7401), the Clean Water Act (33 USC 1368), the Energy Policy and Conservation Act (89 Stat. 871), and it must certify that neither it nor its principals are debarred or suspended from federal financial assistance programs and activities, and in pursuit of such certification, it must complete and return any appropriate form required by the OTDA (see federal Executive Order 12549 and 45 CFR Part 76).
- 1.20 **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:
- 1.20.1 Notifying all Subcontractors of the Drug Free Workplace rules.
- 1.20.2 Making conforming changes to internal procedures, directives, training materials, etc.
- 1.20.3 Incorporating the new rules into Subcontractor monitoring practices.
- 1.21 **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 Bidder. 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, Bidder, affiliates and any business entity of which the Bidder 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 NYS Vendor Responsibility Non-Construction For-Profit Questionnaire and submit it with its Proposal. The OTDA shall conduct reviews of each Bidder for purposes of making a "responsibility" determination. The OTDA may request additional information, including meeting with the Bidder. If the Bidder is determined by the OTDA to be non-responsible, the OTDA shall inform the Bidder of such ruling. The Bidder 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 Bidder's responsibility. If the OTDA's finding remains unchanged after meeting with the Bidder, the Bidder shall be removed from consideration for this Contract. The Bidder that is awarded this Contract shall update its NYS Vendor Responsibility Non-Construction For-Profit Questionnaire whenever such information changes and prior to any Contract extensions and/or amendments. If the Bidder is determined, on the basis of new or previously undisclosed information, to be non-responsible, the Contract may be terminated, at the OTDA's sole discretion.
- 1.21.1 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://www.osc.ny.gov/vendrep/vendor\\_index.htm](http://www.osc.ny.gov/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.
- 1.21.2 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](mailto:ciohelpdesk@osc.ny.gov). Vendors opting

to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website <https://portal.osc.state.ny.us> or may contact the OTDA or the OSC's Help Desk for a copy of the paper form.

- 1.21.3 The NYS Vendor Responsibility Non-Construction For-Profit Questionnaire can also be found in Appendix J of this IFB.
- 1.21.4 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, and demonstrate its integrity, experience, ability, prior performance, and organizational and financial capacity.
- 1.21.5 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.
- 1.21.6 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.
- 1.22 **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, Bidders 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.
- 1.22.1 Bidders need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Bidders are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.
- 1.22.2 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.
- 1.22.3 Public Procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. The State therefore expects Bidders 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.

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

1.23 **New York State Contractor Insurance Requirements**

1.23.1 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-" Class "VII" 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 OTDA.

1.23.2 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 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 OTDA, in accordance with the requirements set forth in Appendix J of this IFB, as applicable.

1.23.3 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.

1.23.4 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.

1.23.5 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.

1.24 **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 a Bidder meeting the registration requirements but who is not so registered in accordance with the law. Pursuant to Tax Law Section 5-a, Contractors must complete, sign, and file a properly completed Form ST-220-CA (with the OTDA) and Form ST-220-TD (with the Tax Department). Contractors must also submit a copy of the Certificate of Authority, if available, for itself and any affiliates required to register to collect State sales and compensating use tax. If Certificates of Authority are unavailable, the Contractor, affiliate, Subcontractor, or affiliate of Subcontractor must represent that it is registered and that it has confirmed such status with DTF.

- 1.25 **Iran Divestment Act** - By entering into this Contract, the 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. The 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. The 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 or the Office of Information Technology Services (OITS) may approve a request for Assignment of Contract.
- 1.25.1 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/OITS 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/OITS 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/OITS 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 the Contractor should it appear on the Prohibited Entities List hereafter.
- 1.26 **Procedure for Handling of Protests/Appeals of Bid Specification and Proposed Awards** - It is the policy of the OTDA contracting program to provide all Bidders with an opportunity to resolve complaints or inquires related to Bid solicitations or pending contract awards administratively. The OTDA encourages Bidders to seek resolution of complaints concerning the contract award process through consultation with the OTDA. All such matters will be accorded impartial and timely consideration. Detailed procedures are outlined in Sections 1.26.1 through 1.26.8 of this IFB.
- 1.26.1 **Informal Complaints/Protest** - It is the intent of the OTDA to be receptive to and resolve issues, inquiries, questions, and complaints on an informal basis, whenever possible. Information provided informally by any interested party will be fully reviewed by the Project Procurement Team. In addition, matters that are perceived to contain, or are potentially confidential or trade secret information will be shared with the Office of Legal Affairs (OLA) for possible direction. Both Bidder and staff should document the subject matter and results of informal inquiries. The OTDA responses to the inquirer will indicate the existence of a formal protest policy available to the Bidder should the informal process fail to resolve the matter. Final agency determinations or recommendations for award generally may be reconsidered only in the context of a formal written protest as described below.

- 1.26.2 **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 Bidder or prospective Bidder who believes that there are errors or omissions in the procurement process or who otherwise has been aggrieved in the drafting or issuance of a Bid solicitation, Proposal evaluation, Bid award, or Contract award phases of the procurement, may present a formal complaint to the OTDA and request administrative relief concerning such action ("formal protest"). A formal protest must be submitted in writing to the OTDA, by ground mail, except where alternate arrangements have been made, to the Director of the OTDA Bureau of Contract Management, 40 North Pearl Street, 12th Floor, Section D, Albany, NY 12243. A formal protest must include a statement of all legal and/or factual grounds for disagreement with an OTDA specification or purchasing decision; a description of all remedies or relief requested; and copies of all applicable supporting documentation.
- 1.26.3 **Deadline for Submission of Formal Protests** – The OTDA must receive formal protests concerning errors, omissions or prejudice, including patently obvious errors in the IFB specifications or documents, at least ten (10) calendar days before the Closing Date for Receipt of Bids. The OTDA must receive formal protests concerning a pending Contract award within seven (7) calendar days after the protesting party (protester) knows or should have known of the facts which form the basis of the protest.
- 1.26.4 **Review and Final Determination of Protests** - Protests will be resolved through written correspondence. However, either the protester or the OTDA may request a meeting to discuss a formal protest 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 the Bureau of Contract Management (BCM) shall designate an OTDA employee not involved in the procurement action (designee) to determine and undertake the initial resolution or settlement of any protest. The designee will conduct a review of the records involved in the protest, and provide a memorandum to the Director of BCM summarizing the facts as determined by the designee, an analysis of the substance of the protest, and a preliminary recommendation. The Director of BCM shall: (a) evaluate the 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 Bidders, (c) if necessary, consult with the OTDA's OLA, and (d) prepare a response to the protest (protest determination). A copy of the protest determination, 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 determination will be recorded and included in the procurement record, or otherwise forwarded to the OSC upon issue.
- 1.26.5 **Appeals** - Upon receipt of the OTDA's protest determination, 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 Breyear, 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.
- 1.26.6 **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 may withdraw the recommendation of Contract award prior to issuance of a formal protest decision.

- 1.26.7 **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 determination or final decision on appeal has been reached prior to transmittal to the OSC, a copy of the final protest determination or decision on appeal must be included in the procurement record and forwarded with the recommendation for award. If a final protest determination or final decision on appeal 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.
- 1.26.8 **Record Retention of Bid Protests** - All records related to formal Bidder 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.
- 1.27 **Information Security Breach and Notification Act** – The Contractor shall comply with the provisions of the New York State Information Breach and Notification Act. The Contractor shall be liable for all costs associated with such breach if caused by the Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Contractor's agents, officers, employees, or subcontractors. The Contractor must comply with the "Information and Security Breach and Notification Act" (also known as the "Internet Security Privacy Act" – Article 2 of the New York State Technology Law and Chapter 4212, Laws of 2005). In the event the Contractor has reason to believe that there has been unauthorized access to and/or use of the OTDA's data or the data system, the Contractor must provide immediate written notification to the OTDA. The Contractor must cooperate with activities necessary for the OTDA to determine the need for notification and/or to provide the notification(s) required. Within twenty-four (24) hours of the notification by the Contractor, the Contractor must report to the 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.
- 1.28 **Cyber Security Policy** - The Bidder must comply with the current New York State Information Security Policy as required by the Office of Cyber Security & Critical Infrastructure Coordination. A copy of this policy may be obtained on the following website: <http://www.dhSES.ny.gov/ocs/resources/>.
- 1.29 **Contract Execution** - Awards are not final and the resultant Contract is not considered executed and binding until approved by the Attorney General and the OSC as required by New York State Law. 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.

- 1.30 **Contract Duration** - The term of the Contract resulting from this IFB is five (5) years and three (3) months, which includes approximately a three (3) month Transition period and five (5) years for operations, commencing on the date upon which OSC approves the Contract (Contract Approval Date). The OTDA has the option and sole discretion, with approval of the OSC, upon a ninety (90) day notice to the Contractor, to exercise two (2) consecutive extensions up to twelve (12) months each. Payment to the Contractor shall be in accordance with this IFB. In the event that the OTDA elects to award debit card services to the successful Bidder of this IFB, such services shall commence upon termination of the Centralized Support Collection and Enforcement contract.
- 1.31 **Multi-Agency Use** – Any Contract entered into pursuant to an award of this IFB must contain a provision that grants the option to the State to extend the terms and conditions of such Contract to any other State agency in New York, for the provision of the services set forth herein.
- 1.32 **Banking Protocols** - Any process included as part of a Bidder's response must comply with the protocols, rules and regulations established by:
- 1.32.1 the National Automated Clearing House Association (NACHA) (<https://www.nacha.org>);
- 1.32.2 New York State Department of Financial Services (<http://www.dfs.ny.gov>); and
- 1.32.3 the New York State OSC (<http://www.osc.state.ny.us>).
- 1.33 **Letter of Intent to Offer** – Any Bidder 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 DCSE by 3:00 PM, EST on February 24, 2015 at the following email address: [nybankingifb@otda.ny.gov](mailto:nybankingifb@otda.ny.gov). The Letter of Intent to Offer shall:
- 1.33.1 Specify the Bidder and any planned major Subcontractors where projected payments by the Contractor could exceed one million dollars (\$1,000,000) over the life of the Contract. For the purposes of this IFB and the resultant Contract, a Subcontractor is considered to be any company that performs a portion of the Bidder's obligation under the terms of a written agreement with the Bidder. 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 IFB.
- 1.33.2 Indicate any MWBE, if known, with whom the Bidder intends to subcontract or intends to use as a supplier under the Contract.
- 1.33.3 Disclose any potential conflict of interest pertaining to this IFB involving the Bidder or any planned Subcontractor. If there are none, it shall be so stated.
- 1.33.4 Amendments to the Letter of Intent to Offer that specify changes in Subcontractors may be accepted by the OTDA at its discretion.

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## Section 2 EVALUATION OF BID PROPOSALS

- 2.1 **Objective** - All Bid Proposals received shall be subject to an evaluation by the OTDA, assisted by such other personnel as deemed appropriate, for the purpose of selecting the Bidder with whom an agreement will be negotiated. Only Bid Proposals judged to be responsive to the submission requirements set forth in this IFB will be evaluated. The OTDA will award the contract(s) to the Bidder with the highest score as determined in Section 2.3.2.1.1 of this IFB, and which meets the other mandatory requirements of this IFB.
- 2.2 **Evaluation Philosophy** - The OTDA is committed to a fair and impartial evaluation process characterized by:
- 2.2.1 Requirements based upon the OTDA's substantiated needs;
  - 2.2.2 Equal opportunity for incumbent and non-incumbent Bidders; and
  - 2.2.3 Evaluation by a structured impartial process.
- 2.3 **Bid Proposal Evaluation Methodology**
- 2.3.1 **Format and Content Evaluation** – Each Bid Proposal will be examined to determine its compliance with the requirements of this IFB as specified herein.
- 2.3.1.1 Bidder's Bid Proposals that satisfy the format and content criteria will be examined to determine their responsiveness, either pass or fail, to each item in Form BR-14 Technical Response Matrix of this IFB, and all additional required information and/or forms. Failure to meet any mandatory specification found in Sections 4.4.1 through 4.4.3.3 of this IFB will result in a Bidder's removal from further consideration. The OTDA reserves the right to allow Bidders the opportunity to cure proposal deficiencies. Bidders may suggest revisions as noted in Section 3.5 of this IFB, however, suggested revisions and any associated cost savings will only be taken into consideration during contract negotiations with a successful Bidder.
- 2.3.1.2 Only those Bid Proposals deemed responsive as a result of the initial review in Section 2.3.1.1 of this IFB will be further evaluated as noted in Section 2.3.2 of this IFB.
- 2.3.2 **Financial Evaluation** – Financial Proposal forms will be examined to determine the financial ranking of each Bidder's Financial Proposal.
- 2.3.2.1 Each Bidder's total cost for the five (5) year and three (3) month period for the nineteen (19) service categories will be determined from Form BR-10A Financial Proposal-Fixed Price Summary. The optional service pricing for debit card services will not be factored into the total cost calculation, but will be evaluated for reasonableness of price. The OTDA reserves the right to award the cardholder debit card services to another vendor in the event that the Bidder's proposed rate and fee schedule is determined to be unreasonably priced or more favorable pricing is obtained through another solicitation.
- Note: The cost calculation in Section 2.3.2 of this IFB is for evaluation purposes only as the Contractor's basis of payment is derived in accordance with Section 3.4 of this IFB.
- 2.3.2.1.1 After completing Section 2.3.2.1 of this IFB, the OTDA will rank the Bid Proposals based on the total cost. Bidders will be ranked lowest to highest based on the total cost determined in Section 2.3.2.1 of this IFB.
- 2.3.3 **Selection Method** – The OTDA will select the Bid Proposal with the lowest cost.

2.3.3.1

In the event of a tie, all Bidders will be notified and asked to submit a best and final offer using the required forms BR-10A, BR-10B and BR-13 included in Appendix B of this IFB. If there remains a tie for the lowest cost after each Bidder submits a best and final bid offer, the Contract will be awarded to the Bidder based on the earliest best and final offer bid receipt date, and then the earliest best and final offer bid receipt time.

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## Section 3 SCOPE OF WORK

- 3.1 **General** - In order to preserve and enhance the current level of banking services to local social services districts, including implementing operating changes and improvements, and to preserve and enhance banking services performed for Non-IV-D Services Unit cases, the OTDA is soliciting Bid Proposals for banking services in support of Centralized Support Collection and Enforcement operations. The successful Bidder, hereafter referred to as the Contractor, upon entering into an agreement with the OTDA shall provide banking services based on the following Contractor requirements for Transition tasks, ongoing Operations, proposing revisions, and Contractor compensation.
- 3.2 **Transition** - This function encompasses tasks that the Contractor will be required to complete prior to providing on-going banking services to the fifty-eight (58) local district SCUs and the Non-IV-D Services Unit bank account, hereafter referred to as "fifty-nine (59) support accounts", as well as the NYSCSPC bank account, hereafter referred to as the "Administrative bank account". The objectives of the Transition functions are to provide for an orderly and controlled Transition such that banking services continue to be provided without interruption to local districts and their clients; and to implement all contract deliverables while maintaining the level of effectiveness required by the performance standards identified in Section 3 of this IFB. A Transition Plan must be submitted with the Bid Proposal.
- 3.2.1 **Timeframe** – The Contractor is required to begin participation in Transition functions on the day upon which OSC approves the Contract.
- 3.2.2 **Key Staff**
- 3.2.2.1 **Project Manager** - The Contractor is required to designate and make available a Project Manager on the date of approval of the Contract by the OSC. The Project Manager must have successfully managed within the past five (5) years the operation of banking services of comparable scope and complexity as defined within this IFB. In addition, the proposed Project Manager must have a minimum of three (3) years' experience in project management.
- 3.2.2.2 The Contractor must propose the best use of the Project Manager and explain how the Project Manager will interact with the OTDA, the fifty-eight (58) local district SCUs, and the Centralized Support Collection and Enforcement contractor to ensure all deliverables and performance standards are met.
- 3.2.2.3 The Contractor must ensure that the Project Manager is available to:
- 3.2.2.3.1 participate in Transition functions;
  - 3.2.2.3.2 respond to inquiries made by the OTDA;
  - 3.2.2.3.3 coordinate provision of required supplies;
  - 3.2.2.3.4 resolve problems within the required timeframes;
  - 3.2.2.3.5 attend weekly progress meetings; and
  - 3.2.2.3.6 submit reports to the OTDA.
- 3.2.2.4 **Customer Service Representative** – The Contractor is required to designate and make available a Customer Service Representative within one (1) month after the commencement of Transition.
- 3.2.2.4.1 The Customer Service Representative must have one (1) year Customer Service experience in the banking environment including but not limited to the services

identified in this IFB.

- 3.2.2.4.2 The Contractor must ensure that the Customer Service Representative is available as specified in Section 3.2.21 of this IFB.
- 3.2.3 **Planning** - The Contractor shall, within fifteen (15) days of the commencement of Transition as noted in Section 3.2.1 of this IFB, prepare and submit a final and detailed Transition plan for approval by the OTDA. This plan will include the following to ensure that all processes and procedures noted in Sections 3.2 and 3.3 of this IFB are implemented and/or available prior to the required Operations start date.
- 3.2.3.1 planned activities;
- 3.2.3.2 staffing levels and responsibilities;
- 3.2.3.3 schedule of events including timeframes; and a
- 3.2.3.4 checklist of the review and acceptance by the OTDA of the processes and procedures developed to accommodate the milestones, deliverables, and performance standards required in Section 3 of this IFB.
- 3.2.4 **Testing** – The Contractor must complete the review and acceptance testing of all aspects of each banking service and deliverable identified in Sections 3.2 and 3.3 of this IFB prior to performing those functions.
- 3.2.5 **Facilities** – The Contractor must identify to the OTDA and maintain, throughout the Contract term, a depository office within thirty-five (35) miles of Albany, NY that has the ability to accept and process daily deposits of \$1 to \$19 million representing various volumes of deposit transactions (remittance devices) to be made by the Centralized Support Collection and Enforcement contractor to the Administrative bank account.
- 3.2.5.1 Where existent, the Contractor must also identify to the OTDA and each local district SCU, a depository office located within the designated county boundaries of the respective local district SCU, for the purpose of accepting deposits of various transaction volumes representing child support payments made in person to the respective local district SCU. The Contractor must provide the OTDA with a listing of such depository offices, to include the name, address, business hours, and the ability to accept night deposits. The Contractor must immediately provide the OTDA with a revised listing as changes occur. The Contractor will not be compensated for any expense associated with the Contractor establishing a new depository office(s) within any of the designated counties within any of the fifty-eight (58) local social services districts.
- 3.2.5.2 Where existent, the Contractor must also identify to the OTDA and each local district SCU, all branch offices located within the designated county boundaries of the respective local district SCU, for the purpose of enabling custodial parents to cash their child support checks.
- 3.2.6 **Disaster Recovery Plan** – The Contractor must provide a Disaster Recovery Plan as part of the Bid Proposal. The plan must include, at a minimum, the following:
- Immediate notification to the OTDA Project Director; and
  - Procedures for deposits, inbound and outbound files, and internet access as per Section 3.2.7.12 of this IFB.

- 3.2.6.1 The Disaster Recovery Plan presented as part of the Bid Proposal must be developed into a fully functional and documented arrangement during the Transition process. Equipment backup must be tested for compatibility and capacity, with any identified shortcomings corrected. Any backup facility must be able to provide processing for a minimum of two (2) months.
- 3.2.6.2 Disaster Recovery Testing - The Contractor must perform at the OTDA's request, a minimum of one (1) disaster recovery test every six (6) months.
- 3.2.7 **Account Establishment** – The Contractor is responsible for the following:
- 3.2.7.1 Required Documents – The Contractor must deliver to the OTDA within twelve (12) days after the commencement of Transition, sixty-one (61) sets of all documents required (e.g., customer signature cards) and depository account resolutions, including written instructions for completing the forms included in each set to establish and activate the sixty (60) bank accounts identified in Section 3.2.7.2 of this IFB.
- 3.2.7.1.1 The Contractor must review the documents returned by the OTDA for acceptance by the Contractor for processing. Upon the determination that any one of the documents is unacceptable to the Contractor, the Contractor must return the document(s) within forty-eight (48) hours to the OTDA with a written explanation of the reason for the return of the document(s).
- 3.2.7.2 Bank Account Names and Numbers – The Contractor must provide to the OTDA within twelve (12) days after the commencement of Transition, a listing comprised of each of the sixty (60) bank account names as listed in Appendix E, and their respective bank account numbers as assigned by the Contractor.
- 3.2.7.3 Account Analysis – The Contractor must maintain each of the established bank accounts on a daily basis (e.g., the posting of deposits, paid items, debits, credits, and adjusting memos). On a daily basis, the Contractor must review the bank accounts to verify the accuracy of all entries made to the bank accounts. The Contractor must analyze each of the entries (e.g., deposits, debits, credits, electronic transfers, paid checks, direct deposits) made to the bank accounts. The analysis must verify the correctness and accuracy of each entry. When errors are found, the correcting adjustment(s) must be made to the respective account. When errors are reported by the OTDA, a local district SCU, or the Centralized Support Collection and Enforcement contractor, the Contractor must correct such errors. The Contractor must complete the correcting adjustments within three (3) days from the reporting of the error to the Contractor.
- 3.2.7.4 Adjusting Memos – The Contractor must complete and provide electronically, as required under Section 3.2.7.12 of this IFB, an adjusting memo (e.g., debit memo, credit memo, and/or an adjustment advice) to the account holder within two (2) days of posting. Each adjusting memo must be reflected in the monthly statement of account required in Section 3.2.7.8.2 of this IFB.
- 3.2.7.5 Crediting Excess Earnings – Beginning with the first (1<sup>st</sup>) month that each of the fifty-eight (58) local district SCU, the Non-IV-D Services Unit, and the Administrative bank accounts are opened and each month thereafter, the Contractor must, by the twentieth (20<sup>th</sup>) day of the following month, add to each respective bank account its associated excess earnings as “Net Earnings” as determined in accordance with Section 3.4.9 of this IFB.
- 3.2.7.5.1 The monthly Net Earnings must appear on the monthly statement of account to be provided for each bank account in accordance with Section 3.2.7.8.2 of this IFB. The

monthly Statement of Account, as required in Section 3.2.7.8.2 of this IFB, must also include a separate report which depicts, at a minimum, the following information related to earnings:

- 3.2.7.5.1.1 Earnings period;
- 3.2.7.5.1.2 Average daily available balance;
- 3.2.7.5.1.3 Current month's total earnings calculated by the formula  $E = PRT$ , where:
  - P = average daily available balance
  - R = the monthly average yield on the three (3) month Treasury Bill determined at the weekly auction and published in the New York Times plus fifty (50) basis points
  - T = number of days in the month with a daily available balance exceeding zero;
- 3.2.7.5.1.4 Current month's total banking fees itemized by each service category;
- 3.2.7.5.1.5 Current month's excess earnings (total earnings less banking service fees) itemized by each service category; and
- 3.2.7.5.1.6 Current month's excess banking service fees (banking service fees less total earnings) itemized by each service category.
- 3.2.7.6 Debit Blocking – The Contractor must ensure that all debits received as Fed-Wires or through the Automated Clearing House “ACH” system are blocked (i.e., not accepted for any of the sixty (60) bank accounts established), unless otherwise identified by an individual local district SCU or the OTDA. Anyone previously remitting funds through either of those systems must contact the respective bank account holder to have funds returned, if necessary.
- 3.2.7.7 Account Activity Report – The Contractor must provide within thirty (30) days after commencement of Transition, to the OTDA for approval, the format and contents of the Daily Account Activity Report as it is to be provided to each of the account holders and the OTDA as described in Section 3.2.7.12 of this IFB and the OTDA. Once approved, the report must be made available by 9:30 AM EST the next business day to each of the fifty-nine (59) account holders, the Centralized Support Collection and Enforcement contractor and the OTDA. The report must include at minimum:
  - Bank transfers
  - Wire/ACH transfers
  - Electronic fund transfers
  - All adjusting transactions
  - Deposits
  - Data file Total paid amounts

Note: The OTDA reserves the right to request additional items/transactions be added to the Account Activity Report at a later date.
- 3.2.7.8 Statement of Accounts – The Contractor must provide the following Statement of Account for each of the fifty-nine (59) support accounts as well as the Administrative bank account , the format and contents of which must be prior approved by the OTDA:
  - 3.2.7.8.1 The Contractor must provide, on a weekly basis, a Statement of Account inclusive of all transactions occurring Monday thru Friday of each week except for the last week of the month. Each weekly statement must be cumulative of all activity occurring from the beginning of the month. The information for the last week of the month is deliverable as defined in Section 3.2.7.8.2 of this IFB. The weekly statements must be made available via an electronic process to each of the (58) local district SCUs, the Centralized Support Collection and Enforcement contractor, and the OTDA within three (3) business days after the defined week. The Contractor must provide the OTDA with a draft of a weekly

statement for approval within thirty (30) days after commencement of Transition.

3.2.7.8.2 The Contractor must provide a monthly Statement of Account inclusive of all transactions occurring from the first (1<sup>st</sup>) business day after the last business day of the prior month end day through the last Friday of each month. The OTDA will notify the Contractor of any exception months. The monthly statements must be provided electronically to each of the fifty-eight (58) local district SCUs and to the Centralized Support Collection and Enforcement contractor, and the OTDA within five (5) business days of the receipt of the month end data file containing the daily issues and adjustments for the last day of the banking month from the Centralized Support Collection and Enforcement contractor. The Contractor must submit a sample of the monthly statement to the OTDA within thirty (30) days after commencement of Transition, for the OTDA approval.

3.2.7.8.3 The Contractor must provide a monthly full reconciliation of issues, paid, and all adjustments to the issues and paid. The reconciliation must be provided electronically to each of the fifty-eight (58) local district SCUs, the Centralized Support Collection and Enforcement contractor, and the OTDA within five (5) business days of the receipt of the month end data file. The reconciliation process must allow for input via an electronic means approved by the OTDA. The account reconciliation must be an automated process comparing issues to paid and allowing for adjusting transactions (e.g., stop payments, cancellations, adds, deletes, paid-no issue, etc.). All reconciliation reports must be in issuance number sequence and at minimum, the following reports must be provided:

- Daily Issues, Paid, Stop Payments, and Cancel Summary;
- Daily Recap of Posted Items;
- Cancels, Stop Payment, Paid-No-Issue listing by issue;
- Proof of Reconciliation to Statement of Account;
- Paid Only listing by issue and summary; and
- Consolidation of Paid and Unpaid Summary.

3.2.7.8.4 Manual adjustments made to the reconciliation must be clearly defined on a "proofing" report (e.g., +20.00 issue #010000239 Paid \$80.00 3/13/06 should be Paid \$60.00). The Reconciliation reports must be provided electronically to each of the fifty-eight (58) local district SCUs, the Centralized Support Collection and Enforcement contractor, and the OTDA within five (5) business days of the receipt of the month end data file containing the daily issues and adjustments for the last day of the banking month from the Centralized Support Collection and Enforcement contractor.

3.2.7.8.5 The Contractor must also provide to the OTDA, within five (5) business days of the receipt of the month end data file from the Centralized Support Collection and Enforcement contractor containing the daily issues and adjustments as noted in Section 3.2.7.8.3 of this IFB, the following:

- a separate monthly summary of the previous month's individual earnings for each of the sixty (60) bank accounts; and
- a listing of the local district SCUs and the Non-IV-D Services Unit account with the date that each respective Statement of Account was provided as outlined in Section 3.2.7.8 of this IFB, or the status of any statement not provided.

3.2.7.8.6 On a monthly basis, the Contractor must provide each local district SCU and the OTDA with a listing of their issuances that have aged greater than one hundred eighty-three (183) days from the last reporting month (i.e., a stale dated check report). The Contractor is required to automatically stop payment on all issuances that age greater than one hundred eighty-three (183) days at the point in time that the greater than one

hundred eighty-three (183) day criteria is met. The Contractor must provide each respective local district SCU and the OTDA with a listing of each stale dated issuance electronically.

- 3.2.7.8.7 The Contractor must submit a sample of each report to the OTDA within thirty (30) days after commencement of Transition, for the OTDA's approval. The OTDA reserves the right to request revisions to or additional reports at a later date.
- 3.2.7.9 Paid Items - On a monthly basis, the Contractor must electronically provide each of the fifty-eight (58) local district SCUs and the OTDA with imaged copies of the front and back of each of the issuances paid and recorded accordingly, for the respective local district SCU bank account and the OTDA. The Contractor must provide, within five (5) business days of the defined end of the month, each of the fifty-eight (58) local district SCUs and the OTDA with access to the respective month's paid items. The Contractor must ensure that all electronic reproductions of cancelled checks, front and back, are of readable quality and mirror the original documents.
- 3.2.7.10 Banking Services Manual – The Contractor must provide the OTDA with a Banking Services Manual.
- 3.2.7.10.1 The manual must contain banking service information, instructions and at minimum, must include:
- A glossary of terms;
  - Samples of reports;
  - Explanation and guide for each report;
  - Explanation and guide for each separate banking service;
  - Facsimile numbers;
  - Customer Service Representative name, telephone number, and email address;
  - and
  - Customer Service Representative backup name, telephone number and email address.
- 3.2.7.10.2 The Contractor must use Microsoft Word in constructing the manual and submit the Banking Services Manual for approval to the OTDA within thirty (30) days after commencement of Transition.
- 3.2.7.10.3 The Contractor must maintain and update the Banking Services Manual within three (3) business days of receiving a request from the OTDA or as a result of a determination by the Contractor that changes are necessary. Upon approval of the manual update(s) by the OTDA, the Contractor must provide the OTDA with a copy of the approved updated Banking Services Manual.
- 3.2.7.11 Collateral for Deposits - The Contractor must comply with the New York State General Municipal Law, Banking Law, the State Finance Law, and other applicable statutes and provide securities, held by a third party subject to prior approval by the Bureau of Cash Management, OSC, to secure uninsured monies on deposit that exceed the Federal Deposit Insurance Corporation (FDIC) amount for each of the sixty (60) bank accounts. The securities must be made available and transferable within thirty (30) days after commencement of Transition, to each of the sixty (60) established bank accounts. All documents required by the Contractor to provide securities for the sixty (60) bank accounts must be delivered to the OTDA in sixty-one (61) sets within thirty (30) days after commencement of Transition, along with written instructions for completing the documents. The Contractor must review the documents returned by the OTDA for acceptance by the Contractor for processing. Upon the determination that any one of the documents is unacceptable to the Contractor, the Contractor must return the

document(s) within forty-eight (48) hours to the OTDA with a written explanation of the reason for the return of the document(s). The Contractor must provide the OTDA and the respective account holder with a complete copy of the fully executed collateral documents within twenty (20) days of accepting the documents from the OTDA.

- 3.2.7.12 Electronic Program Support – The Contractor must provide each of the fifty-eight (58) local district SCUs, the OTDA, and the Centralized Support Collection and Enforcement Contractor with secured Internet access to their respective bank account information.
- 3.2.7.12.1 The Contractor is responsible to provide training and training materials to each local district SCU, the OTDA, and the Centralized Support Collection and Enforcement Contractor sufficient to enable electronic access through the Internet.
- 3.2.7.12.2 The electronic banking system must meet, at a minimum, the following system requirements;
- Microsoft Windows 7 Service Pack 1
  - Internet Explorer 8
  - Java 1.6
  - Microsoft Office 2010
- 3.2.7.12.3 The Contractor is responsible for providing a System Security Administrator for the electronic banking system. The OTDA shall have the option to act as the System Security Administrator.
- 3.2.7.12.4 The Contractor must provide fully developed and operational Internet and software access systems that are compatible with the systems requirements identified in Section 3.2.7.12.2 of this IFB and will provide for, at minimum, the following:
- 3.2.7.12.4.1 Verification of Daily Activities (e.g., deposits, bank transfers, wire/ACH transfers, adjusting memo, debit memo, credit memo);
- 3.2.7.12.4.2 Initiating bank transfers, wire/ACH transfers, requesting the add/delete of issues;
- 3.2.7.12.4.3 Inquiry of individual check status;
- 3.2.7.12.4.4 Review of the previous day balance, account history, weekly, and monthly statements;
- 3.2.7.12.4.5 Transferring of account information to another software application;
- 3.2.7.12.4.6 Requesting copies of cancelled checks in hard copy, photocopy, or in an electronic format;
- 3.2.7.12.4.7 Request Stop payment;
- 3.2.7.12.4.8 Reverse Stop payment;
- 3.2.7.12.4.9 Stop payment and reverse functions reporting; and
- 3.2.7.12.4.10 Ability to print any of the above information from any terminal that has electronic access capability under the terms of the Agreement.
- 3.2.7.12.5 The Contractor must, within sixty (60) days from the commencement of Transition and throughout the remainder of the contract, ensure electronic accessibility to the local district SCUs, the Centralized Support Collection and Enforcement Contractor, and the

OTDA, Monday through Friday, 8:00 AM to 5:00 PM EST, excluding all holidays as noted by the OTDA. The Internet access systems must be available for access at the above noted hours except for an allowed thirty (30) minutes of downtime each day. System downtime reports must be submitted on a monthly basis to be received by the OTDA within five (5) business days of the month's end.

- 3.2.7.12.6 The Contractor must provide local district SCUs, the Centralized Support Collection and Enforcement Contractor, and the OTDA with direct access to their banking transactions by providing each with the same electronic program support as required in Section 3.2.7.12 of this IFB. The Contractor must provide all software and programming necessary to establish, implement and maintain the Internet access systems for each of the fifty-eight (58) local district SCUs, the Centralized Support Collection and Enforcement Contractor, and the OTDA.
- 3.2.7.12.7 The Contractor must make available to the users within twenty-four (24) hours of receiving a request for training at least one (1) staff person who is fully knowledgeable of all aspects of the electronic communications systems. Training must be provided to all users on all aspects of the systems. The training must be a self-help or user friendly system prompt and include, at a minimum, the preparation, distribution, and use of training manuals, and other materials as necessary to ensure consistency of information, and include user procedures/manual for all applications.
- 3.2.7.12.8 The Contractor must submit the following items for the electronic system within thirty (30) days after commencement of Transition, for approval by the OTDA:
- Manuals to support systems; and
  - All system information necessary to activate the electronic system.
- 3.2.7.12.9 The Contractor must maintain a System Trouble Log in support of the Internet access system:
- 3.2.7.12.9.1 To Include, at a minimum:
- Date of trouble
  - Time trouble is reported
  - Source of report
  - Nature of trouble
  - Brief description of resolution
  - Date and time of resolution
- 3.2.7.12.10 The Contractor must ensure the accuracy of the access system as noted in Section 3.2.7.12 of this IFB. The Contractor must provide accurate records mirroring the transactions of the account holder's bank account.
- 3.2.7.12.11 The Contractor's System Trouble Log must be submitted to the OTDA on a weekly basis containing the activity of the previous week and reporting the unresolved issues. The report must be received on the Monday following the preceding Monday through Friday to be reviewed by the OTDA.
- 3.2.7.12.12 The Contractor must, upon the determination by the OTDA, and after being advised by the OTDA, that any application of software supporting the access system is inoperable or unusable and cannot be repaired such that full use of the access system is unavailable beyond two (2) consecutive business days, correct, or replace at no charge to the OTDA the software application within seventy-two (72) hours of such determination.

3.2.7.12.13 A one hundred-eighty (180) day historical record must be maintained electronically for each of the bank accounts and at minimum, a seven (7) year period off-line, or longer if directed by law.

3.2.8 **Deposit Item Processing** – The Contractor must perform the following:

3.2.8.1 **Foreign Currency Conversion** - On a daily basis, via facsimile or electronically, the Contractor must provide the Centralized Support Collection and Enforcement Contractor with the daily rate of exchange for the various foreign currency formats as needed by the Centralized Support Collection and Enforcement Contractor. The Contractor must guarantee the foreign currency exchange rates for the same day deposits. The rates provided must not be subject to modification at a later date. The Contractor must provide the requested exchange rates to the Centralized Support Collection and Enforcement Contractor by 9:00 AM EST each business day.

3.2.8.2 **Deposit Items** – Upon receipt of local district SCUs and/or the Centralized Support Collection and Enforcement Contractor deposits, the Contractor must credit the respective bank account for the amount equal to the amount of the deposit items. The Contractor must process each individual deposit item to allow for the clearing of the item through the financial institution in which the item was drawn. The Contractor must correctly post deposits to the respective bank account the same banking day that the deposit is delivered to the financial institution. All payments included in a deposit must be processed for clearing the financial institution in which the item was drawn within the timeframe established by the Federal Reserve. In the event of a discrepancy in deposits, the Contractor is required to notify the OTDA of the discrepancy prior to posting the deposit to the respective bank account.

3.2.8.3 **Image Based Electronic Deposits** – The Contractor must provide automated procedures and electronic processes for the processing and deposit of support payments through the establishment, maintenance, and operation of an image based electronic program. The Contractor must ensure that the process meets all federal mandates for such electronic deposits.

3.2.8.4 **Paper Based Deposits** – The Contractor must provide procedures and processes for the processing and deposit of support payments through the establishment, maintenance, and operations of a paper deposit program. The Contractor must ensure that the process meets all federal mandates for such paper deposits.

3.2.8.5 **Verified Deposit Tickets** – The Contractor must immediately provide a depositing local district SCU and the Centralized Support Collection and Enforcement Contractor with copies of all verified deposit tickets for deposits made during business hours at a depository. The Contractor must electronically provide confirmation that the deposits have been credited to the respective bank accounts within two (2) days of the deposit.

3.2.8.6 **Refer to Maker** – The Contractor must return to the depositor all items returned to the Contractor as a result of “Refer to Maker” identification by the clearing agency. For items identified as “Refer to Maker”, the Contractor must adjust the respective account accordingly and provide the account holder with electronic notification as required under Section 3.2.7.12 of this IFB by 9:30 AM EST the following business day. The original payment instrument or an electronic equivalent must be provided to the account holder within three (3) days from when the notification is provided to the respective local district SCU or the Centralized Support Collection and Enforcement Contractor.

3.2.8.7 **Stopped Payment** – The Contractor must return to the depositor all items returned to the Contractor as a result of “Stopped Payment” identification by the clearing agency.

For items identified as “Stopped Payment” the contractor must adjust the respective account accordingly and provide the account holder with electronic notification as required under Section 3.2.7.12 of this IFB by 9:30 AM EST the following business day. The original payment instrument or an electronic equivalent must be provided to the account holder within three (3) days from when the notification is provided to the respective local district SCU or the Centralized Support Collection and Enforcement Contractor.

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

3.2.9.1 The Contractor must compare the item presented for payment with the record of issuances for the individual local district SCU and Non-IV-D Services cases, and must, at minimum, verify the following information prior to providing payment:

- Account number;
- Check number;
- Check amount; and
- Issuance date.

3.2.9.2 The Contractor must, for those checks meeting the verification information noted above, post to the respective local district SCU and the Non-IV-D Services bank account the amount equal to the amount of the paid item the same business day as the item is identified as a paid item. Those checks not meeting the verification information noted above must not be posted to any one of the fifty-nine (59) support accounts established for this IFB. An electronic listing of those non-verified checks must be provided to the respective local district SCU and the OTDA on a daily basis. The listing must be provided the following business day and identify, for each check presented and not positive paid, the following information:

- Account number;
- Check number;
- Check amount; and
- Issuance date.

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

3.2.10 **Cancelled Checks** - The Contractor must deliver to the United States Postal Service the original paid item addressed to the requesting party within three (3) business days of the request, or make it electronically available.

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

3.2.11.1 The Contractor must provide the requesting local district SCU or the OTDA with the status of any check where a stop payment request has been received, by 10:00 AM EST the next business day.

- 3.2.11.2 If the check has been paid, the date paid must be provided to the requesting local district SCU or the OTDA.
- 3.2.11.3 If unpaid, the Contractor must provide documentation to the requesting local district SCU or the OTDA confirming and guaranteeing that the payment has been stopped as of the date and time of request and will not be paid from the issuing bank account.
- 3.2.11.4 The Contractor must not debit a local district SCU or Non-IV-D Services Unit bank account for funds to cover those check issuances where a stop payment was placed by the local district SCU or the OTDA, confirmed by the Contractor, and the Contractor subsequently paid the check after the stop payment was in effect.
- 3.2.11.5 Written procedures for the purpose of placing stop payments on issuances must be included in the Banking Services Manual, per Section 3.2.7.10.1 of this IFB.
- 3.2.12 **Stop Payment Removal** - The Contractor must provide an automated process for the removal/reversal of stop payments for each of the fifty-nine (59) support accounts. Local district SCUs and the OTDA must have the ability to provide account numbers, check numbers, date of issue, and amount of check. Stop payment removals must be effective upon receipt of request from the requesting local district SCU or the OTDA.
- 3.2.12.1 The Contractor must provide the requesting local district SCU or the OTDA with confirmation that the stop payment has been removed/reversed.
- 3.2.12.2 The Contractor must remove/reverse the stop payment placed on an issue by 10:00 AM EST the next business day after a request from a local district SCU or the OTDA to remove/reverse the stop payment is received.
- 3.2.12.3 Written procedures for the purpose of requesting the removal/reversal of stop payments must be included in the Banking Services Manual, per Section 3.2.7.10.1 of this IFB.
- 3.2.13 **Outbound Prearranged Payment and Deposit Entries** – This process will allow for the transfer of child support payments and identifying case information to custodial parent’s personal bank accounts or debit card accounts. The process must meet Federal mandates for such electronic funds transfer (i.e., using National Automated Clearinghouse Association “NACHA” Prearranged Payment and Deposit (PPD) Child Support Conventions). The Contractor must perform the following regarding outbound PPD:
- 3.2.13.1 **Procedures** - Written procedures for the outbound PPD process must be developed by the Contractor and submitted for approval to the OTDA within thirty (30) days after commencement of Transition. The process must, at a minimum, include:
- 3.2.13.1.1 Acceptance of an initial and subsequently, a daily application data file and the completion of the bank account verification as noted in Sections 3.2.13.3 and 3.2.13.4 of this IFB;
- 3.2.13.1.2 Acceptance of a PPD data file from the Centralized Support Collection and Enforcement Contractor;
- 3.2.13.1.3 Verification within a day that the daily PPD data file does not represent a duplication of a PPD for a previous day; and
- 3.2.13.1.4 Verification that the sum of each individual transaction for the respective bank account agrees with the total amount of all transactions for that bank account.

- 3.2.13.2 ACH Entries – The Contractor must complete the appropriate ACH entries for each bank account such that:
- 3.2.13.2.1 Each account on the PPD data file is credited with the respective amount of funds as noted in the data file; and
- 3.2.13.2.2 The bank account is debited for the total amount of the individual credit entry amounts noted in Section 3.2.13.1.4 of this IFB and such debiting occurs only after the verifications are completed as required by Sections 3.2.13.3 and 3.2.13.4 of this IFB.
- 3.2.13.3 Tracking - Each transaction must be assigned a unique tracking identifier in an acceptable format prior approved by the OTDA and must be included by the Contractor with the ACH transfer and the identifier for each ACH credit must be provided to the OTDA for recording in the New York State child support system.
- 3.2.13.4 Testing - Acceptance testing must be performed during Transition of an initial PPD application data file, and subsequently during Operations for the weekly application data file to:
- 3.2.13.4.1 Verify accuracy of new custodial parent requests for direct deposit or debit card; and
- 3.2.13.4.2 Provide, within two (2) days of receipt, a data file containing information identifying each custodial parent for whom a transaction cannot be completed;
- 3.2.13.4.3 The data file must contain the return reason code provided by the Receiving Depository Financial Institution (RDFI). This code must comply with NACHA rules.
- 3.2.13.5 Returned ACH Credits – The Contractor must complete the following for each item returned:
- 3.2.13.5.1 Adjust the respective bank account for the rejected transaction amount as identified in Section 3.2.13.4.3 of this IFB; and
- 3.2.13.5.2 Include an audit trail on every statement that records the adjustment made in accordance with Section 3.2.13.5.1 of this IFB that provides at a minimum, the date of rejection, the unique identifier assigned to the ACH credit in accordance with Section 3.2.14.3 of this IFB, and the amount of the rejected transaction.
- 3.2.13.6 Record Retention – The Contractor must maintain a one hundred-eighty (180) day history of all ACH transactions made for each respective bank account and must provide written documentation within five (5) business days, of receiving a request from any one of the account holders.
- 3.2.14 Outbound Electronic Funds Transfers – This process will allow for the electronic funds transfer (EFT) of child support payments and identifying case information to other New York State, other State, or foreign Child Support agencies, and ensure that the process meets Federal mandates for such electronic funds transfer (i.e., using NACHA CCD+, CTX, and IAT Child Support Conventions). The Contractor must perform the following regarding Outbound EFT:
- 3.2.14.1 Procedures - Written procedures for the Outbound EFT process must be developed by the Contractor and submitted for approval to the OTDA within thirty (30) days after commencement of Transition. The process must, at a minimum, include:
- 3.2.14.1.1 Acceptance of an initial test data file and the completion of the bank account

verification as noted in Section 3.2.14.3 of this IFB;

- 3.2.14.1.2 Acceptance of a daily Outbound EFT data file for each of the fifty-nine (59) support accounts from the Centralized Support Collection and Enforcement Contractor;
- 3.2.14.1.3 Verification that the daily Outbound EFT data file does not represent a duplication of an Outbound EFT file from a previous day; and
- 3.2.14.1.4 Verification that the sum of each individual Outbound EFT transaction amount for the respective local district SCU or Non-IV-D Services bank account agrees to the total amount of all Outbound EFT transaction amounts for that local district SCU or Non-IV-D Services Unit bank account as noted on the respective data file.
- 3.2.14.2 Outbound EFT Entries – The Contractor must complete the appropriate NACHA CCD+, CTX or IAT entries with accompanying addendum record information for each of the fifty-nine (59) support accounts using information contained on the respective data file, such that:
  - 3.2.14.2.1 Each account on an outbound EFT data file is credited with the respective amount of funds and the appropriate transaction(s) (i.e., CCD+, CTX or IAT including addendum record information), and is created from information contained on the Outbound EFT data file provided by the OTDA.
  - 3.2.14.2.2 The local district SCU and Non-IV-D Services bank accounts are debited for the total amount of all individual credit entry amounts noted in Section 3.2.14.2.1 of this IFB and such debiting occurs only after the verifications are completed as required by Section 3.2.14.4 of this IFB. The Contractor must debit the respective local district SCU and Non-IV-D Services bank accounts the same business day that the Contractor is provided notification of Outbound EFTs. The Contractor must provide the source destination information of the transfer and the unique tracking identifier as noted in Section 3.2.14.3 of this IFB, when posting the amount to the accounts. The Contractor must provide the OTDA with written procedures for initiating Outbound EFTs. The written procedures must be submitted to the OTDA for approval within thirty (30) days after commencement of Transition.
- 3.2.14.3 Tracking - Each transaction must be assigned a unique tracking identifier in an acceptable format prior approved by the OTDA and the identifier must be included by the Contractor with the Outbound EFT transaction and the identifier, for each Outbound EFT credit for CCD+ and each addendum record amount for CTX and IAT transactions, must be provided to the OTDA for recording in the child support system. The Contractor must provide a unique tracking identifier on a secured file transfer protocol (SFTP) via an encrypted process, and in a format as described by the OTDA to be transmitted daily to the OTDA.
- 3.2.14.4 Testing - Acceptance testing must be performed during Transition of each type of Outbound EFT data file. Within four (4) days of receipt of a test Outbound EFT data file, the Contractor must provide, at a minimum, a data file containing information identifying for each State, County, and Country whereby an Outbound EFT transaction cannot be completed because the bank account information is inaccurate, incomplete, the account no longer exists or is no longer active.
- 3.2.14.5 Returned Outbound EFT Credits – The Contractor must complete the following for each item returned for any of the reasons noted in Section 3.2.14.4 of this IFB:
  - 3.2.14.5.1 adjust the respective local district SCU and Non-IV-D Services bank account for the

rejected transaction amount;

- 3.2.14.5.2 provide the respective local district SCU or, in the case of a Non-IV-D Services Unit bank account, the OTDA with electronic notification as required under Section 3.2.7.12 of this IFB, by 10:00 AM EST the following business day. The notification must include the initiating date of the outbound EFT credit, the date of rejection, the reason for rejection, the child support account number, the unique identifier assigned to the outbound EFT credit in accordance with Section 3.2.14.3 of this IFB, the amount of the rejected transaction; and
- 3.2.14.5.3 include an audit trail on every statement (manual or electronic) that records the adjustment made in accordance with Section 3.2.14.5.1 of this IFB that provides at a minimum, the date of rejection, the unique identifier assigned to the outbound EFT credit in accordance with Section 3.2.14.3 of this IFB, and the amount of the rejected transaction.
- 3.2.14.6 **Record Retention** – The Contractor must maintain a one hundred-eighty (180) day history of all outbound EFT transactions made for each of the respective fifty-nine (59) support accounts and must provide written or electronic documentation within three (3) business days, of receiving a request from any one of the fifty-eight (58) local district SCUs or the OTDA.
- 3.2.15 **Bank Transfers** – On a daily basis, the Centralized Support Collection and Enforcement Contractor must be able to complete bank transfers of funds as follows:
- between each of the fifty-nine (59) support accounts; and
  - between the Administrative bank account and each of the fifty-nine (59) support accounts.
- 3.2.15.1 The Contractor must provide the Centralized Support Collection and Enforcement Contractor with secured Internet access and a personal computer-based application that will enable access for the completion of bank transfers as required in Section 3.2.7.12 of this IFB. The application must include, at a minimum, the following:
- 3.2.15.1.1 The source and destination of each transfer;
- 3.2.15.1.2 a unique tracking identifier as noted in Section 3.2.13.3 of this IFB;
- 3.2.15.1.3 for situations where there is either a single credit and single debit, single credit and multiple debits, or a single debit and multiple credits, the Contractor's application must be able to automatically verify that the sum of debit and credit amounts per transfer are equal and if not, the transfer must not be accepted for processing by the Contractor and the Contractor must immediately notify the OTDA Project Manager; and
- 3.2.15.1.4 a verification that the individual account listed as being debited or credited belongs to one of the fifty-nine (59) support accounts or the Administrative bank account. If not, the Contractor must not accept the transfer for processing and must notify the OTDA Project Manager.
- 3.2.15.2 The Contractor must post the debits and credits to one of the respective fifty-nine (59) support accounts or to the Administrative bank account in the amount indicated on the transfer request on the next business day after the request is received by the Contractor. The Contractor must provide the requested description for each transaction.
- 3.2.15.3 There are occasions where the sum of daily transfers from the Administrative bank account may exceed the balance in the bank account because funds received the prior day to be deposited to the Administrative bank account are in transit and will be

credited by the Contractor within twenty-four (24) hours. The Contractor is required to provide unlimited overdraft privileges for the Administrative bank account and process all transfers. The Contractor must notify the OTDA Project Manager whenever the overdraft privilege is utilized. The OTDA must not be charged a service fee for overdraft privileges on the Administrative bank account.

- 3.2.15.4 The Contractor must provide the OTDA with written procedures for initiating and receiving bank transfers. The written procedures must be submitted to the OTDA for approval, within thirty (30) days after commencement of Transition.
- 3.2.16 **ACH/Wire Transfers** – The Contractor must provide, via electronic access as required in Section 3.2.7.12 of this IFB, each of the fifty-nine (59) support accounts with a secured Internet access application that will enable their completion of ACH or wire transfers in limited situations (i.e., only debits from their respective bank account and credits), where one of the fifty-eight (58) local district bank accounts is involved, to their respective local district financial officer bank account.
- 3.2.16.1 The transfers must include, at a minimum, the following:
- 3.2.16.1.1 the date, source and destination of each transfer;
- 3.2.16.1.2 automatic verification that the separate sum of the debit and credit amounts are equal and if they are not, the Contractor must not process the transfer;
- 3.2.16.1.3 the Contractor must ensure the posting of the debits and credits in the amount indicated on the transfer and by the close of the next business day that the Contractor has received a valid transfer request;
- 3.2.16.1.4 rejection of any debit or credit not verified as acceptable for the respective account (e.g., credit to other than designated financial officer bank account); and
- 3.2.16.1.5 provide the respective local district SCU with electronic notification as required under Section 3.2.7.12 of this IFB by 10:00 AM EST the following business day.
- 3.2.16.2 The Contractor must include written procedures for initiating ACH or wire transfers for each of the fifty-nine (59) support accounts in the Banking Services Manual as required in Section 3.2.7.10 of this IFB.
- 3.2.17 **Inbound Electronic Funds Transfers** – Inbound EFT transactions can originate from the following:
- 3.2.17.1 Noncustodial parents and income providers making child support payments through an Internet or an Interactive Voice Response System application provided by the Centralized Support Collection and Enforcement Contractor or an OTDA approved third party vendor with the transaction usually occurring as a credit card payment or ACH debit in a PPD format; or
- 3.2.17.2 Income providers, other state, or foreign child support agencies' or financial institutions remitting ACH credits in CCD+, CTX, or IAT formats with accompanying addendum record information in standard NACHA child support conventions.
- 3.2.17.3 Regardless of the source of EFT, the Contractor must on a daily basis provide a single electronic data file using SFTP via an encrypted process to the Centralized Support Collection and Enforcement Contractor that provides all EFT transactions, and where applicable all addendum record information, in the format required by the OTDA.
- 3.2.17.4 The Contractor must process electronic funds transfers that are accompanied with

addendum record information as noted in Section 3.2.17.2 of this IFB, in CCD+, CTX, or IAT banking conventions by:

- accepting and crediting receiving account; and
- accepting and debiting sending account.

- 3.2.17.5 The Contractor must post to/from the respective fifty-nine (59) support accounts and the Administrative bank account by the next business day that the Contractor is provided notification of EFTs. The Contractor must provide the source destination information of the transfer and the unique tracking identifier as noted in Section 3.2.13.4 of this IFB, when posting the amount to the account (see Appendix C for Format Sample). The Contractor must provide the OTDA with written procedures for initiating and receiving electronic funds transfers. The written procedures must be submitted to the OTDA for approval within thirty (30) days after commencement of Transition.
- 3.2.17.6 The Contractor must provide payment identification information for all EFTs in CCD+, CTX, or IAT formats based on the information contained in the addendum records in accordance with the NACHA child support conventions and in the format required by the OTDA.
- 3.2.17.7 The Contractor must ensure that all EFTs, including pre-authorized from noncustodial parents, are received with complete addendum record information as presented with the EFT and as specified by the OTDA; (see Appendix C for sample Addenda Record Formats). At the request of the OTDA the Contractor must retransmit the files. The addendum record information must be delivered to the Centralized Support Collection and Enforcement Contractor on the same day that the funds are received and transferred to the Administrative bank account.
- 3.2.18 **Non-Sufficient Funds** - The Contractor must re-deposit all items returned as a result of non-sufficient funds the same day that the item is returned to the Contractor. For items returned that are not able to be re-deposited, the Contractor must adjust the account of deposit accordingly and provide the account holder with electronic notification as required under Section 3.2.7.12 of this IFB, by 10:00 AM EST the following business day. The original payment instrument or an electronic equivalent must be provided to the account holder within three (3) days of the notification being provided to the respective support account or the Centralized Support Collection and Enforcement Contractor.
- 3.2.19 **Issuance and Cancellation Processing** - On a daily basis, the Contractor must update each respective support account with the issuance, cancellation, addition, and deletion of information provided by the OTDA, the Centralized Support Collection and Enforcement Contractor, and each of the fifty-eight (58) local district SCUs, and the Non-IV-D Services Unit. On a daily basis, the Contractor must receive an electronic data file from the Centralized Support Collection and Enforcement Contractor in a format determined by the OTDA Project Manager.
- 3.2.19.1 The Contractor must confirm the receipt of the issuance file from the Centralized Support Collection and Enforcement Contractor, on a daily basis by 3:00 PM EST. On the days when the file is not received by 3:00 PM EST, the Contractor must immediately contact the OTDA.
- 3.2.19.2 The Contractor must verify that the data file and/or the data contained on the file is not duplicative of the current day file or a file from a previous day, extract the information, and correctly record the issues and cancellations contained on the file the same day as received. The Contractor must reconcile the postings to each support account to the data provided on the file.

- 3.2.20 **Image Replacement Document** – In the event that a deposit item(s) cannot be received by a depository bank the Contractor must produce a paper deposit item from the data file and provide the item to the depository bank.
- 3.2.21 **Customer Service** – The Contractor must receive inquiries from each of the fifty-eight (58) local district SCUs, the Centralized Support Collection and Enforcement Contractor and the OTDA, and respond to and resolve those inquiries within three (3) business days from the receipt of the inquiry or problem unless otherwise approved by the OTDA. Customer service must be available via a toll-free number, “1-800”, to each of the local district SCUs, the Centralized Support Collection and Enforcement Contractor and the OTDA. The Contractor must provide to the OTDA, a weekly activity report, in a format approved by the OTDA, reflective of the customer service activity occurring during the week.
- 3.2.21.1 The Contractor must ensure accessibility to customer service Monday through Friday, 9:00 AM – 3:00 PM EST, excluding all banking and the OTDA identified holidays. All calls including voice mail, received by the Contractor and or customer service must be completely resolved, including any and all necessary adjustments to respective accounts, within three (3) business days of receipt unless otherwise approved by the OTDA. The Contractor must propose for approval additional customer service performance standards (e.g., number of rings to answer, hold time, return call period, etc.) in writing to the OTDA one month after the commencement of Transition.
- 3.2.21.2 The Customer Service activity log must include, at a minimum:
- Date of Call
  - Time of Call
  - Account Holder Name
  - Recipient of Call
  - Detail of Issue
  - Resolution of Issue, or if unresolved, status of resolution in detail
  - Date and Time of Resolution
  - Source of error
- 3.2.21.3 Systems Log – The Contractor must provide a Systems Trouble Log, to include, at a minimum:
- Client Name
  - Account Holder Name
  - Account Number
  - Date of Call
  - Bank Contact
  - Nature of Trouble
- The Contractor must provide a complete copy of the Systems Trouble Log to the OTDA each Monday with the reports being inclusive of activity occurring during the prior Monday through Friday. The OTDA reserves the right to request additional logs, as it deems necessary.
- 3.2.22 **Inventory/Supplies** - The Contractor must provide an initial inventory/supplies as follows:
- 3.2.22.1 **Endorsement Stamps** – The Contractor must provide each of the fifty-eight (58) local district SCUs with an endorsement stamp for their respective bank account, except for New York City, for which the Contractor must provide four (4) endorsement stamps. The endorsement stamp must contain the information required to endorse payments for

deposit to a local district SCU bank account. The Contractor must deliver each local district's endorsement stamp(s) to the address provided by the OTDA. Replacement stamps must be provided to the requesting party within five (5) business days of the receipt of the request.

- 3.2.22.2 **Deposit Containers** – The Contractor must provide the Centralized Support Collection and Enforcement Contractor and local district SCUs with deposit containers sufficient to secure the daily non-image deposits, including cash bags for cash and foreign currency. The Contractor must provide for afterhours deposit supplies, as needed.
- 3.2.22.3 **Blank Deposit Ticket Stock** - The Contractor must provide four part deposit tickets with the account holders name imprinted on each copy and include specialized inventory control numbers pertaining to each support account, (see Appendix C of this IFB for a Sample Verified Deposit Slip). The Contractor must deliver the initial supply of blank deposit tickets to each of the local districts and the Centralized Support Collection and Enforcement Contractor within thirty (30) days after commencement of Transition. The Contractor must deliver additional supplies of blank deposit tickets to local districts and the Centralized Support Collection and Enforcement Contractor within one (1) week of the receipt of the request for deposit tickets.
- 3.2.22.4 **Blank Check Stock** - The Contractor must provide blank check stock in the format specified by the OTDA (see Appendix C of this IFB for the current format). Two different types of checks are currently required. Checks issued to other New York State Support Collection Units (herein noted as “SCU checks”) by each local district are different than all other checks issued by each support account, such that, the check appears in the middle of the document generated and those checks are not mailed. All other checks are currently issued in Z-fold format; (see Appendix C of this IFB for samples of existing Check Format). The OTDA will identify the type(s) of check stock and the quantity needed for an initial supply within four (4) days after commencement of Transition.
- 3.2.22.4.1 All check stock will be entirely blank except for an inventory control number and whatever security marks or features the OTDA requests.
- 3.2.22.4.2 The Contractor must deliver the initial supply of blank check stock to the Centralized Support Collection and Enforcement Contractor within thirty (30) days after commencement of Transition. Additional supplies of blank checks must be delivered to the Centralized Support Collection and Enforcement Contractor by the Contractor within three (3) weeks of the receipt of the request for stock from the OTDA.
- 3.2.23 **Weekly Progress Reports** – The Contractor shall submit Weekly Progress Reports beginning two (2) weeks after the start date for Transition, to be received by the OTDA the Wednesday following the previous one-week reporting period. These reports shall include an updated Transition plan, significant events, problems or backlogs encountered, meetings held and any other information deemed necessary by the OTDA or the Contractor. The OTDA reserves the right to request progress reports other than weekly if so desired (e.g., bi-weekly, monthly, etc.).
- 3.2.24 **Correspondence** – The Contractor must receive prior approval from the OTDA, for all written correspondence with the local district SCUs and/or the Centralized Support Collection and Enforcement Contractor. The OTDA reserves the right to request revisions to correspondence.
- 3.2.25 **Controls and Records**
- 3.2.25.1 **Maintain Controls** – The Contractor must maintain controls to ensure performance

standards detailed in Sections 3 of this IFB are met.

3.2.25.2 Reports – The Contractor must provide, at a minimum, the reports required, in accordance with Sections 3.2 and 3.3 of this IFB, as well as any other reports deemed necessary by the OTDA.

3.2.26 Performance Standards – The Contractor must ensure that the performance standards detailed in Section 3 of this IFB are met. The Contractor performance will be measured by a test check by the OTDA.

3.2.27 Contractor Compensation – The Contractor compensation for Transition efforts will be based upon a fixed price and full and proper performance of all milestones, deliverables, and performance standards. Added detail on the Contractor compensation for Transition efforts is included in Section 3.4.1 of this IFB.

3.2.28 OTDA Responsibilities – The OTDA will provide the Contractor with the following:

3.2.28.1 Local District Mailing and Delivery Addresses – The OTDA will provide the Contractor with the addresses for each of the local district SCUs to which the following items pertaining to their bank account must be mailed or delivered:

- 3.2.28.1.1 Correspondence;
- 3.2.28.1.2 Cancelled Checks;
- 3.2.28.1.3 Debit/Credit Memos;
- 3.2.28.1.4 Adjustment Advices;
- 3.2.28.1.5 Verified Deposit Tickets;
- 3.2.28.1.6 Non-Sufficient Funds (NSF)/Stop Payment/Return to Maker items;
- 3.2.28.1.7 Endorsement Stamps; and
- 3.2.28.1.8 Deposit Supplies.

Note: There may be different addresses for the various items noted above.

3.2.28.2 Information for Blank Deposit Supplies – The OTDA will provide the Contractor with the following information in order for the Contractor to provide the Centralized Support Collection and Enforcement Contractor, and each of the fifty-eight (58) local district SCUs with blank deposit tickets:

3.2.28.2.1 Beginning sequence number for processing center deposits;

3.2.28.2.2 Beginning sequence number for local district deposits;

3.2.28.2.3 Initial volumes for providing a three (3) month supply to cover the following:  
-Processing Center Domestic Deposits  
-Local District Payment Deposits  
-Processing Center Foreign Deposits

3.2.28.2.4 Name and address for each of the local district SCUs, the Centralized Support Collection and Enforcement Contractor, and the OTDA.

3.2.28.3 New York State Child Support Processing Center Address - The OTDA will provide the Contractor with the address for the NYSCSPC to which the following items pertaining to the Administrative bank account must be delivered:

- 3.2.28.3.1 Correspondence;
- 3.2.28.3.2 Debit/Credit Memos;
- 3.2.28.3.3 Adjustment Advices;

- 3.2.28.3.4 Verified Deposit Tickets;
- 3.2.28.3.5 Non-Sufficient Funds (NSF)/Stop Payment/Return to Maker items; and
- 3.2.28.3.6 Endorsement Stamp.

Note: There may be different addresses for the various items noted above.

- 3.2.28.4 Executed Documents for Establishing Bank Accounts and Providing Secured Collateral Arrangements – The OTDA will provide the Contractor with the executed documents required for establishing a bank account and for providing secured collateral arrangements for each of the support bank accounts and the Administrative bank account.
- 3.2.28.5 Information for Blank Check Stock – The OTDA will provide the Contractor with the following information in order for the Contractor to provide the Centralized Support Collection and Enforcement Contractor with blank check stock:
  - 3.2.28.5.1 Check dimensions and layout
  - 3.2.28.5.2 Color of documents
  - 3.2.28.5.3 Check style
  - 3.2.28.5.4 Initial volumes for providing a three (3) month supply
- 3.2.28.6 Centralized Support Collection and Enforcement Contractor – The OTDA will provide the Contractor with the name and address of the Centralized Support Collection and Enforcement Contractor.
- 3.2.28.7 Delivery Address for Supplies – The OTDA will provide the Contractor with the address in which to deliver blank check stock and blank deposit ticket stock for each of the fifty-eight (58) local districts and the NYSCSPC. See Appendix E of this IFB for current addresses.
- 3.2.28.8 Local District Addresses and Contacts for Programming Support – The OTDA will provide the Contractor with the address and contact person for each local district SCU and the NYSCSPC in which the Contractor is to provide the deliverables listed in Sections 3.2 and 3.3 of this IFB.
- 3.2.29 **Centralized Support Collection and Enforcement Contractor Responsibilities** – The Centralized Support Collection and Enforcement Contractor will provide the Contractor with the following:
  - 3.2.29.1 A test daily check issuance file;
  - 3.2.29.2 A test daily PPD file;
  - 3.2.29.3 A test daily EFT file (CCD+, CTX, and IAT); and
  - 3.2.29.4 A test daily deposit image file.

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- 3.3 **Operations**
- 3.3.1 **Services** – The Contractor must provide the services identified in Sections 3.2 and 3.3 of this IFB on an on-going basis beginning 90 days from the commencement of Transition through the end of the contract term, to include meeting or exceeding the milestones, deliverables, or performance standards required in this IFB.
- 3.3.2 **Weekly Project Reporting** – The Contractor shall continue to submit Weekly Project Reports beginning two weeks after the start date for Operations, to be received by the OTDA the Wednesday following the previous one-week reporting period. These reports shall include significant events, problems or backlogs encountered, meetings held and any other information deemed necessary by the OTDA or the Contractor. The OTDA reserves the right to request progress reports other than weekly if so desired (e.g., weekly, monthly, quarterly, etc.).
- 3.3.3 **Controls and Records**
- 3.3.3.1 **Maintain Controls** – The Contractor must maintain controls to ensure performance standards detailed in Sections 3.2.26 and 3.3.5 of this IFB are met.
- 3.3.3.2 **Reports** – The Contractor must provide, at a minimum, the reports required, in accordance with Sections 3.2 and 3.3 of this IFB, as well as any other reports deemed necessary by the OTDA.
- 3.3.4 **Inventory/Supplies** - The Contractor must provide on-going supplies for deposits and check stock to local districts and the Centralized Support Collection and Enforcement Contractor based upon requests received from the OTDA and in accordance with Section 3.2.22 of this IFB.
- 3.3.4.1 **Reimbursable Expenses** - All costs of paper and printing supplies directly and reasonably incurred by the Contractor associated with the printing of deposit slips and check stock, and FDIC expenses shall be subject to reimbursement by the OTDA.
- 3.3.4.1.1 The OTDA reserves the right to require reasonable evidence, including the requirement that the Contractor follow formal bidding procedures, that the best available vendor has been obtained, price and all other factors considered.
- 3.3.4.1.2 If, during the term of the Agreement, any expense other than those referred to in Section 3.3.4.1 of this IFB is approved by the OTDA as a reimbursable expense, the Agreement will be modified to provide for reimbursement to the Contractor.
- 3.3.5 **Performance Standards** – The Contractor must ensure that the performance standards detailed in Section 3 of this IFB are met. Contractor performance will be measured by a test check by the OTDA.
- 3.4 **Contractor Compensation** – The Contractor compensation for operations efforts will be based upon a fixed price and full and proper performance of all milestones, deliverables, and performance standards. The Contractor's compensation will be calculated as follows:
- 3.4.1 **Transition** – The total fixed price cost on Form BR-10A Financial Proposal, of Appendix B – Fixed Price Summary for Transition will be divided by sixty (60) representing the sixty (60) bank accounts and the resultant amount will be included on the first monthly fee calculation summary as required in Section 3.4.6 of this IFB.

- 3.4.2 **Account Establishment** – The total fixed price on Form BR-10A Financial Proposal, of Appendix B – Fixed Price Summary for Account Establishment will be apportioned among the sixty (60) bank accounts. The Contractor will first determine a total monthly amount by dividing the total fixed price for Account Establishment by sixty (60) months. The first three (3) months will be billed according to Section 3.4.6.1 of this IFB. The monthly amount will be apportioned among the sixty (60) bank accounts based on a schedule provided by the OTDA during the Transition period. The resultant monthly amount will be used to calculate banking service fees in accordance with Section 3.4.6 of this IFB.
- 3.4.3 **Earnings and Banking Services Fees** - The OTDA fully expects that on an individual bank account basis, for the individual fifty-nine (59) support accounts and the administrative bank account, the earnings, required to be determined on the average daily balance of funds on deposit throughout a given month may be equal to, or greater than the banking services fees incurred on those respective accounts throughout the same month. On the occasions when the interest is greater than the banking services fees, the Contractor must apply the excess interest to the respective accounts by the twelfth (12) day of the following month. For the accounts where interest is equal to the banking service fees there will be no interest posted and the respective account will not be billed for that month. For the accounts that do not have earnings that fully offset the banking services fees in any given month, the OTDA will be billed in accordance with Section 3.4.10 of this IFB.
- 3.4.4 **Processing Service Categories** – The processing service categories include: Deposit Item Processing (paper and image); Image Replacement Documents; Non-Sufficient Funds; EFT Inbound (CCD+, CTX and IAT); Check Clearing Services; EFT Outbound (CCD+, CTX; IAT; and PPD); Bank Transfers; ACH/Wire Transfers; Stop Payment Placement; Stop Payment Removal; Issuance and Cancellation Processing; and Cancelled Check Copies. The individual total fixed price cost on Form BR-10A Financial Proposal – Fixed Price Summary will be divided by the projected volume provided for each respective category to determine a per item fixed price cost. The per item fixed price cost for each category herein will be used to calculate the monthly banking services fees in accordance with Section 3.4.6 of this IFB.
- 3.4.5 **Calculation of Earnings** – Earnings will be calculated on the average daily available balance. The earnings must be expressed as an amount equal to the monthly average yield on the three (3) month Treasury Bill determined at the weekly auction and as published in the New York Times plus fifty (50) basis points. The Contractor must determine earnings commencing with the first available daily balance of funds on deposit for each of the sixty (60) bank accounts. The Contractor must provide to the OTDA, a monthly detailed summary for each of the bank accounts of the earnings based on each respective bank account's average daily available balance throughout the month.
- 3.4.6 **Calculation of Banking Services Fees** – The Contractor must separately calculate and report the banking services fees on a monthly basis for each of the sixty (60) bank accounts. The Contractor will calculate the monthly banking service fees as follows:
- 3.4.6.1 **Transition** - Compensation for Transition will be calculated in accordance with Section 3.4.1 of this IFB and will be included in banking services fees for the first (1<sup>st</sup>) month of Operations only, for each of the sixty (60) bank accounts summaries as required in Section 3.4.6.2 of this IFB.
- 3.4.6.2 **Operations** - For each month throughout the Contract term beginning with the Operations start date, the Contractor will calculate the monthly banking service fees for

each of the sixty (60) bank accounts for the services identified in Section 3.4.4 by multiplying the actual monthly volume for each category of service for the respective bank accounts by the per item fixed price costs for the respective banking services category as determined in Section 3.4.4 of this IFB. The resultant individual amounts will be included on the monthly summary as required in Section 3.4.6 of this IFB.

- 3.4.6.3 For each month throughout the Contract term beginning with the Operations start date, the Contractor will include Account Establishment fees as determined in Section 3.4.2 of this IFB for each of the sixty (60) bank accounts on the monthly summary of fees as required in Section 3.4.6 of this IFB.
- 3.4.7 **Summary of Fees** – The Contractor must summarize the banking service fees for each of the sixty (60) bank accounts as determined in Sections 3.4.6.1 through 3.4.6.3 of this IFB on a monthly basis.
- 3.4.8 **Offsetting Earnings Against Banking Service Fees** – The Contractor must on a monthly basis, for each individual bank account, offset the respective earnings as determined in Section 3.4.3 of this IFB against the respective summary of fees as determined in Section 3.4.6 of this IFB. If earnings remain, the Contractor must credit excess earnings to the respective bank account in accordance with Section 3.4.9 of this IFB. If the summary of fees exceeds earnings, the Contractor will be compensated in accordance with Section 3.4.10 of this IFB. The Contractor must provide a separate monthly report of earnings/fees as required in Section 3.2.7.5.1 of this IFB (See Appendix C of this IFB for a sample of that report).
- 3.4.9 **Excess Earnings Added to Bank Accounts** – If after offsetting earnings against banking service fees in accordance with Section 3.4.8 of this IFB, excess earnings remain, the Contractor must add the excess earnings as “Net Earnings” to the respective bank account. The Net Earnings added under Section 3.4.8 of this IFB must be clearly recorded as “Net Earnings” on the monthly statement of account provided by the Contractor for that respective month as required by Section 3.2.7.5.1 of this IFB.
- 3.4.10 **Excess Banking Service Fees Billed to the OTDA** – If after offsetting earnings against banking service fees in accordance with Section 3.4.8 of this IFB, excess banking service fees remain, the Contractor must bill the OTDA for payment of such excess fees in the manner prescribed by the OTDA.
- 3.4.11 **Reimbursable Expenses** - Separate records must be maintained for reimbursable expenses.
- 3.4.11.1 Reimbursables must include those items specified in Section 3.3.4.1 of this IFB and records must be maintained detailing the postage, paper stock, envelopes, and cash receipt books costs incurred for each support account and the Administrative account for the following items:
- Deposit Supplies;
  - Check Stock; and
  - FDIC charges.
- 3.4.11.2 Invoices, receipts, a copy of the check for Contractor payment of reimbursable costs, or other evidence substantiating reimbursable expenses must be maintained. Claims for Payment submitted by the Contractor for reimbursable expenses must specify the approved cost for each of the categories in Section 3.3.4.1 of this IFB.
- 3.4.12 **Withholding of Payment and Assessment of Liquidated Damages** – The provisions of Section 3.4.10 of this IFB are applicable to all milestones and deliverables described in Section 3 of this IFB.

- 3.4.12.1 In the event the Contractor fails, in the reasonable judgment of the OTDA, to properly achieve or furnish any or all milestones and deliverables required for any banking service category, full or partial payment of fees for that banking service category may be withheld by the OTDA, in its sole discretion, until such time as those milestones and deliverables which were not achieved or furnished are determined by the OTDA to have been properly achieved to the OTDA's satisfaction. If the milestones or deliverables in question are subsequently properly achieved or furnished as determined by the OTDA, bank service fees (less any liquidated damages assessed pursuant to Section 3.4.12.3 of this IFB) shall be offset against earnings in accordance with Section 3.4.8 of this IFB.
- 3.4.12.2 Where the OTDA determines to withhold full or partial payment of fees of any banking service category pursuant to Section 3.4.12.1 of this IFB, the OTDA shall notify the Contractor in writing of such determination, in accordance with the provisions of Section 5.22 of this IFB. Such notice shall identify the milestones and deliverables which the Contractor failed to properly achieve or furnish, and further, shall advise the Contractor that the Contractor must, within five (5) business days of receipt of the notice, correct the deficiency to the OTDA's satisfaction.
- 3.4.12.3 If the Contractor fails to correct the deficiency within the "cure" time of five (5) business days, the OTDA may assess as liquidated damages a ten percent (10%) non-refundable reduction against the fees assessed for the banking service category for the month as summarized in accordance with Section 3.4.8 of this IFB, which the parties hereby agree represents a reasonable measure of the damages incurred by the OTDA in lieu of calculating actual damages which are impossible to determine for such non-performance. The total fees for the month in which the failure was identified will be immediately reduced by the amount of liquidated damages. The contractor must also immediately reduce the total fees for the month by the amount of any damaged reimbursables delivered to the OTDA or to the Centralized Support Collection and Enforcement Contractor.
- 3.4.13 **Detection of Errors** – The Contractor must immediately correct all errors detected during and after processing. The Contractor must notify the OTDA immediately of all errors the Contractor detects. The Contractor must within twenty-four (24) hours of the notification of the error, where the OTDA determines it necessary, complete the corrective action by following the OTDA's required procedures within the timeframes requested, complete the OTD's requested action, and provide written documentation detailing the action taken to rectify the error.
- 3.4.14 **Corrective Action** – The Contractor must provide the OTDA with a written corrective action plan for the OTDA approval. The corrective action plan must be provided to the OTDA within the following timeframes:
- 3.4.14.1 Within three (3) business days of a notice from the OTDA that the Contractor has failed to properly perform a task in accordance with the performance standards identified in Section 3 of this IFB;
- 3.4.14.2 Within two (2) business days from the date that the OTDA issues a notice of deficiency.
- 3.4.14.3 The corrective action plan must detail the actions taken, or to be taken, and the timeframe for such actions by the Contractor to correct the deficiency.
- 3.4.15 **Corrective Action Liquidated Damages** – 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 3.4.14 of this IFB. Each day that the corrective action plan is not submitted or completed as set out in Sections 3.4.15.1 and/or 3.4.15.2 of this IFB shall constitute a separate occurrence:

3.4.15.1 Failure to timely submit or complete a corrective action plan as set out in Sections 3.4.14 of this IFB. 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

3.4.15.2 Failure to timely perform an action or meet a milestone as set out in Section 3.4.15 of this IFB. 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

3.4.16 **Non-Exclusive Remedy** – Assessment of liquidated damages pursuant to Section 3.4.12.3 of this IFB does not constitute an exclusive remedy, and the OTDA may elect to pursue any other remedies available under the law and the terms of the Agreement.

3.4.17 **Billings** – In those instances where Section 3.4.10 of this IFB determines that the OTDA owes the Contractor payment for banking service fees (as reduced by the amount of liquidated damages, if any) whereby the required earnings are not sufficient to offset those fees, the Contractor must bill the OTDA on standard New York State Claim for Payment satisfactory to the OTDA and the OSC

3.5 **Bidder Revisions** – The OTDA encourages contractors with whom it does business to develop ideas that will lead to cost containment, productivity and/or operational efficiencies. The purpose of Section 3.5 of this IFB is to encourage Bidders to describe revisions to the Banking Services in Support of the Centralized Support Collection and Enforcement Operations that have not been requested or required by this IFB. The OTDA expects that the Bidder's expertise and experience will provide a source of innovative concepts for improving the efficiency of the Banking Services in Support of Centralized Support Collection and Enforcement Operations.

3.5.1 The OTDA further expects that Bidders will be able to take the opportunity to propose revisions that foster and promote the goals for MWBE purchasing and subcontracting as set forth in this IFB.

3.5.2 Bidders are requested to address Section 3.5 of this IFB. Bidders addressing Section 3.5 of this IFB must, based on the Bidder's understanding of the constraints and performance standards articulated in this IFB, develop the following for each Bidder Revision:

3.5.2.1 **Narrative** - Brief narrative that explains the potential revision including all benefits and disadvantages, both tangible and intangible.

3.5.2.2 **Effect on Performance Standards** - Description of the effect of the revision on the performance standards outlined in Sections 3.2 and 3.3 of this IFB. Identification of the specific IFB citation is requested (e.g., revision to Section 3.4.2 of this IFB, etc.).

3.5.2.3 **Cost** - Statement of any and all design, development, and implementation costs and any increases or decreases in costs

3.5.2.4 **Impact** - For program cost containment ideas, description of the impact on local districts and/or the OTDA and the amount of the annual savings.

- 3.5.3 Bidders must complete and submit Form BR-8 Bidder Suggested Revision, Appendix B.
- 3.5.4 Revisions may be accepted or rejected by the OTDA, in its sole discretion, in whole or in part. Bidders must not make their financial proposal contingent on acceptance of any Bidder Revision(s).
- 3.5.5 **OTDA Approval** – Bidders are encouraged to submit in their Bid Proposals revisions to the services outlined in this IFB. In general, the OTDA will look favorably upon revisions that improve services to, and have no adverse effect on, the local districts or recipients of services associated with the collection and disbursement function. The OTDA will determine the implementation schedule of any approved revision. The OTDA reserves the right to use any Bidder Revisions proposed by any Bidder. This right extends to revisions by unsuccessful Bidders. By submitting any Bidder Revision(s) in its Bid Proposal, the Bidder agrees to the terms of the three (3) preceding sentences. The State will not, in any manner, reimburse the unsuccessful Bidders for any of their Revisions, which the State may decide to implement. The Bidder’s Revisions will not be used in evaluating that Bidder’s Proposal. Bidder’s acceptable revisions will be included in the final Agreement entered with the successful Bidder.
- 3.5.6 The OTDA reserves the right to reject any revision proposed by a Bidder, which the OTDA deems impractical in the New York State environment or not in the best interest of the State.
- 3.6 **Turnover** - At the expiration of the contract, the Contractor must keep all accounts open and continue to pay checks, make account adjustments and provide reports as required in Section 3.2.7 of this IFB for a period of six (6) full months or until the balance on any individual account or debit card account is equal to zero dollars (\$0.00).
- 3.7 **Optional Service – Debit Cards**
- 3.7.1 **Intent of the OTDA** – The OTDA is soliciting Bid Proposals for the operation of debit card services under both the November 2014 Centralized Support Collection and Enforcement RFP and this IFB. 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.
- 3.7.1.1 The provision of debit cards is currently being provided by the Centralized Support Collection and Enforcement Contractor, Xerox State and Local Solutions, Inc. The debit card services will be provided under that contract until the current contract expires.
- 3.7.1.2 The Contractor must ensure adequate access for Automated Teller Machines (ATM) and Bank Teller withdrawals.
- 3.7.2 **No Fee Transactions** – The Contractor must provide two (2) transaction/surcharge fee free ATM withdrawal transactions per month per child support account at in-network ATM locations.
- 3.7.2.1 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 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 B, form BR-13, not to exceed the \$.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 B, form BR-13, not to exceed \$.50 per inquiry or withdrawal.

### 3.7.3 **Debit Cards Issuance**

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

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

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

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

3.7.3.5 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.

3.7.3.6 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.

### 3.7.4 **Returned Mail - Debit Card Enrollment Notices**

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

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

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

3.7.4.1.3 Retain a copy of the United States Postal Service (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.

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

- 3.7.4.2 Debit Card Enrollment Notices without a New Address - Notices returned without a new address are to be processed as follows:
- 3.7.4.2.1 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.
- 3.7.4.2.2 If a new address for the custodial parent is provided, the Contractor must perform the tasks in Sections 3.7.4.1.2 and 3.7.4.1.3 of this IFB.
- 3.7.4.2.3 If no new address is provided for the custodial parent, the contractor must perform the following:
- 3.7.4.2.3.1 Retain original notice for sixty (60) days.
- 3.7.4.2.3.2 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.
- 3.7.4.2.3.3 Update the debit card record to reflect the returned notice.
- 3.7.4.2.3.4 Provide, in an electronic format approved by the OTDA, a list of cases to be updated in the child support system to relect the undeliverable address for the custodial parent.
- 3.7.5 **Return Mail - Debit Card Mailings**
- 3.7.5.1 Debit Cards with a New Address – Cards returned with a new address are to be processed as follows:
- 3.7.5.1.1 Place original contents in a new envelope, enter the new address as the mailing address and mail the debit card notice to the new address.
- 3.7.5.1.2 Update the debit card record to reflect the date of the new mailing and address.
- 3.7.5.1.3 Retain a copy of the USPS notification providing the new address along with supporting documentation of the undeliverable debit cards for sixty (60) days, and then destroy in a secure and confidential manner.
- 3.7.5.1.4 Provide to the OTDA a list containing the new mailing addresses for custodial parents in an electronic format approved by the OTDA.
- 3.7.5.2 Debit Cards without a New Address – Cards returned without a new address are to be processed as follows:
- 3.7.5.2.1 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.
- 3.7.5.2.2 If a new address is provided for custodial parent, the Contractor must perform the task in Sections 3.7. 4.1.2 and 3.7.4.1.3 of this IFB.
- 3.7.5.2.3 If no new address for the custodial parent is provided, the contractor must perform the following tasks:
- 3.7.5.2.3.1 Update the debit card record to reflect the undeliverable card, the same day as is received.

- 3.7.5.2.3.2 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.
- 3.7.5.2.3.3 The undeliverable card mailings are to be destroyed within forty-eight (48) hours of receipt from the USPS.
- 3.7.5.2.3.4 Retain a copy of the USPS notification along with supporting documentation of the undeliverable card, for sixty (60) days, then destroy in a secure and confidential manner.

### 3.7.6 Debit Card Maintenance

- 3.7.6.1 The Contractor must establish a process to update and maintain debit card records. The Contractor must, at a minimum, perform the following:
  - 3.7.6.1.1 Personal Data Updates – Upon notification from the custodial parent or the OTDA, the Contractor must update the personal data (i.e., DOB, SSN, 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.
  - 3.7.6.1.2 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.
  - 3.7.6.1.3 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.
  - 3.7.6.1.4 Reissue Expiring Debit Cards – The contractor must reissue debit cards between thirty (30) and forty-five (45) days prior to the date of expiration.
  - 3.7.6.1.5 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.

### 3.7.7 Creating A Data File of Debit Card Statues

- 3.7.7.1 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 C).
- 3.7.7.2 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.

### 3.7.8 Debit Card Customer Service

- 3.7.8.1 Interactive Voice Response System – The Contractor must provide an Interactive Voice Response (IVR) System to provide, at a minimum, the following services:
- 3.7.8.1.1 a toll free telephone service;
  - 3.7.8.1.2 accessible in English and Spanish;
  - 3.7.8.1.3 available seven (7) days a week, three hundred and sixty five (365) days per year;
  - 3.7.8.1.4 special messaging;
  - 3.7.8.1.5 reference the Debit Card Customer Service website services;
  - 3.7.8.1.6 balance inquiry;
  - 3.7.8.1.7 most recent set of transactions;
  - 3.7.8.1.8 most recent set of deposits;
  - 3.7.8.1.9 option to speak with a representative at any time during call;
  - 3.7.8.1.10 provide for validation of client by abbreviated Social Security number (SSN);
  - 3.7.8.1.11 process for reporting change in addresses and telephone numbers;
  - 3.7.8.1.12 process for addressing accounts of deceased card holders; and
  - 3.7.8.1.13 provide information pertaining to the escheatment process for debit card funds.
- 3.7.8.2 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:
- 3.7.8.2.1 a toll free telephone service;
  - 3.7.8.2.2 access seven (7) days per week, except State holidays;
  - 3.7.8.2.3 acceptance of calls 7:00 AM to 7:00 PM, EST;
  - 3.7.8.2.4 no more than two (2) minutes wait time to speak with a call center representative;
  - 3.7.8.2.5 English and Spanish speaking representatives;
  - 3.7.8.2.6 acceptance from and conferencing in of calls with a language interpreter service, as approved by the OTDA;
  - 3.7.8.2.7 reference the Debit Card Customer Service website services;
  - 3.7.8.2.8 cardholder access;
  - 3.7.8.2.9 address and telephone number updating;
  - 3.7.8.2.10 card activation;
  - 3.7.8.2.11 PIN establishment and resets;
  - 3.7.8.2.12 card replacement;
  - 3.7.8.2.13 a directory of ATM locations;
  - 3.7.8.2.14 responses to most frequently asked questions; and
  - 3.7.8.2.15 a process for response to all other questions.
- 3.7.8.3 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:
- 3.7.8.3.1 accessible seven (7) days a week, three hundred and sixty five (365) days per year;
  - 3.7.8.3.2 Debit Card Customer Service website in English and Spanish and an alternative for other languages;
  - 3.7.8.3.3 special messages;
  - 3.7.8.3.4 same services for persons with disabilities;
  - 3.7.8.3.5 card activation;
  - 3.7.8.3.6 PIN establishment and resets;
  - 3.7.8.3.7 card replacement;
  - 3.7.8.3.8 a directory of ATM locations;
  - 3.7.8.3.9 balance inquiry;
  - 3.7.8.3.10 most recent set of transactions;
  - 3.7.8.3.11 most recent set of deposits;
  - 3.7.8.3.12 account statements;
  - 3.7.8.3.13 provide for validation of client by abbreviated Social Security number (SSN);
  - 3.7.8.3.14 process for reporting change in addresses and telephone numbers;

- 3.7.8.3.15 process for addressing accounts of deceased card holders;
- 3.7.8.3.16 escheatment process;
- 3.7.8.3.17 completion of requested action the same day received; and
- 3.7.8.3.18 provide a link to the New York State Child Support Website.
- 3.7.8.4 Debit Card Customer Service Design and Scripting - The Contractor must provide design plans and scripting for the Interactive Voice Response System, Debit Card Call Center Services, and the Debit Card Customer Service Website Services for the OTDA approval.
- 3.7.8.5 Persons with Disabilities - The Customer Service Operations must support callers with disabilities and provide services for TTY/TDD and certified video relay services calls.
- 3.7.8.6 Call Recording - All calls must be recorded and retained by the Contractor for a period of at least one (1) year.
- 3.7.8.6.1 Calls of threatening nature must be referred to the OTDA and retained until otherwise directed by the OTDA.
- 3.7.8.6.2 The recordings must be clear, audible and in a format conducive to electronic transfer to the OTDA
- 3.7.8.6.3 Recordings requested by the OTDA must be provided within the following timeframes:
- 3.7.8.6.3.1 Within twenty-four (24) hours for non-threat calls; and
- 3.7.8.6.3.2 Immediately for threat calls.
- 3.7.8.7 All inquiries from any press or any members of government must be referred immediately to the OTDA.
- 3.7.9 **Reporting** - The Contractor must provide the OTDA, at a minimum, with the following information in a report format to be approved by the OTDA:
- 3.7.9.1 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 staffing; and
  - Repeat Caller report.

- 3.7.9.2 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.
- 3.7.9.3 The Contractor must on an ongoing basis identify problems and recommend solutions, and identify potential efficiencies and cost effectiveness improvements.
- 3.7.10 **Performance Standards** - 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.)**
- 3.7.10.1 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.
- 3.7.10.2 The Contractor must allow for special messaging.
- 3.7.10.3 The Debit Card Customer Service Center must have less than a two percent (2%) busy rate.
- 3.7.10.4 A call must connect to the Interactive Voice Response System within three (3) rings.
- 3.7.10.5 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.
- 3.7.10.6 The same services must be provided to clients for English, Spanish, or any other language.
- 3.7.10.7 A message must be provided to the caller after each minute of wait time. The message must, at a minimum, provide the following information:
- 3.7.10.7.1 all Customer Service Representatives are currently busy;
- 3.7.10.7.2 expected wait time; and
- 3.7.10.7.3 refer the caller to the Debit Card website for information.
- 3.7.10.8 In the event all Customer Service staff is busy, after three (3) receiving rings a message must be provided as identified in Section 3.7.10.7 of this IFB.
- 3.7.10.9 Responses to callers must not exceed the following per case:
- 3.7.10.9.1 Seven (7) minutes with experienced staff for English and Spanish, and seventeen (17) minutes for any language other than English or Spanish;
- 3.7.10.9.2 Nine (9) minutes with inexperienced staff for English and Spanish and twenty-two (22) minutes for any language other than English or Spanish; and

- 3.7.10.9.3 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.
- 3.7.10.10 In the event that a call cannot be completed in a manner as identified in Section 3.7.8.2.15 of this IFB, the representative must refer the caller to a unit supervisor for response. The caller must be notified when a return call will be provided.
- 3.7.10.11 Caller requested action must be completed the same day as received.
- 3.7.10.12 Mailing of hard copy account statements must be mailed the business day following the receipt of the request.
- 3.7.10.13 A message must be provided to callers, calling outside of the hours identified in Section 3.7.8.2.3 of this IFB, notifying the caller of the debit card Customer Service Center hours.
- 3.7.10.14 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.
- 3.7.10.15 Daily reports must be provided to the OTDA by 9:00 AM EST the following business day.
- 3.7.10.16 Monthly reports must be provided to the OTDA by the fifth (5<sup>th</sup>) business day following the end of month.
- 3.7.11 **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.
- 3.7.12 **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.
- 3.7.13 **Performance** – The Contractor's performance under the above performance standards, unless otherwise noted, will be measured by test checks performed by the OTDA staff.
- 3.7.14 **Turnover** – At the expiration of the contract, the Contractor must keep all accounts open and continue to make account adjustments and provide reports as required in Section 3.2.7 of this IFB until the balance on any individual debit card account is equal to zero dollars (\$0.00) or the funds are escheated.
- 3.7.15 **Security Procedures and Confidentiality** - Contractor shall comply with the provisions of the New York State Information Breach and Notification Act see Section 1.27 of this IFB.
- 3.7.16 **Failure to Take Action or Notify the OTDA** - 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 Banking 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

Project Manager of any emergency requiring the initiation of the disaster recovery plan.

- 3.7.17 **Detection of Errors** – The Contractor must immediately correct all errors detected during and after processing. The Contractor must notify the OTDA immediately of all errors the Contractor detects. The Contractor must within twenty-four (24) hours of the notification of the error, where the OTDA determines it necessary, complete the corrective action by following the OTDA's required procedures within the timeframes requested, complete the OTD's requested action, and provide written documentation detailing the action taken to rectify the error.
- 3.7.18 **Corrective Action** – The Contractor must provide the OTDA with a written corrective action plan for the OTDA approval. The corrective action plan must be provided to the OTDA within the following timeframes:
- 3.7.18.1 Within three (3) business days of a notice from the OTDA that the Contractor has failed to properly perform a task in accordance with the performance standards identified in Section 3.7.18 of this IFB
- 3.7.18.2 Within two (2) business days from the date that the OTDA issues a notice of deficiency.
- 3.7.18.3 The corrective action plan must detail the actions taken, or to be taken, and the timeframe for such actions by the Contractor.
- 3.7.19 **Corrective Action Liquidated Damages** – 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 3.7.18 of this IFB. Each day that the corrective action plan is not submitted or completed as set out shall, the liquidated damages as set out in Section 3.4.15 of this IFB shall apply.
- 3.7.20 **Key Performance Standards** - Failure by the Contractor to meet the Key Performance Standards 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).
- 3.7.20.1 All new or replacement debit cards must be mailed within the timeframes set out in Section 3.7.3.5 of this IFB.
- 3.7.20.2 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 3.7.3.5 of this IFB.
- 3.7.20.3 All calls to the debit card customer service center must be recorded and retained by the Contractor for a period of one (1) year as required by Section 3.7.8.6 of this IFB.
- 3.7.20.4 Recording of calls to the debit card customer service center must be provided to the

the OTDA within the timeframes required by Sections 3.7.8.6.3 of this IFB.

3.7.20.5 All calls to the debit card customer service center must be answered by a call center representative within the timeframe required by Sections 3.7.8.2.4 and 3.7.10.5 of this IFB.

3.7.21 **Liquidated Damages**

3.7.21.1 Failure to timely enroll customers or mail new or replacement cards as required in Sections 3.7.20.1 and 3.7.20.2 of this IFB. Each day that a data file is untimely shall constitute a separate occurrence.

Amount Per Failure = \$50  
Example: 4 failures = 4 X \$50

3.7.21.2 Failure to record or retain customer service calls as required in Sections 3.7.20.3 and 3.7.20.4 of this IFB.

Amount Per Failure = \$50  
Example: 4 failures = 4 X \$50

3.7.21.3 Failure to answer a call within the timeframe required in Section 3.7.20.5 of this IFB

Amount Per Failure = \$50  
Example: 4 failures = 4 X \$50

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## Section 4 BID PROPOSAL REQUIREMENTS

- 4.1 **Binding of Bid Proposals** – Each Bidder must bind its Bid Proposal so that updated pages can be easily incorporated into the original Bid Proposal. The official name of the Bidder must appear on the outside front cover of each one of the required six (6) paper and electronic copies (see Section 1.3.2 of this IFB) of the Bid Proposal.
- 4.2 **Page Numbering** - Each page of the Bid Proposal must be numbered consecutively from the beginning of the Bid Proposal through all appended material.
- 4.3 **Updating Bid Proposals** – The OTDA is aware of the problems associated with ensuring accurate and timely updates to Bidder’s Bid Proposals. The following two (2) methods of updating will be accepted by the OTDA:
- 4.3.1 **Errata and Addenda Sheets** – Upon written notification by the Bidder and agreement by the OTDA, pen and ink changes may be made by the OTDA when corrections are minimal and do not substantially change the Bid Proposal. The correction and correction date will be noted on appropriate page(s) and also entered at the front of the Bid Proposal copy on a standard errata/addenda sheet.
- 4.3.2 **Updating Pages** – Upon written notification by the Bidder and agreement by the OTDA, new or updated pages may be placed in the Bid Proposal. All new or corrected pages will show the date of the revision and indicate the portion of the page being changed.
- 4.4 **Bid Proposal Response Order** – Each Bidder’s Bid Proposal must include the following:
- 4.4.1 **Transmittal Letter** – Must be submitted on Bidder’s letterhead and include or confirm the following:
- 4.4.1.1 a listing of those officials authorized to bind the Bidder;
- 4.4.1.2 a statement that the individual signing the transmittal letter is authorized to bind the company, including an explanation of how that official’s authorization has been conferred;
- 4.4.1.3 a statement that the Bid Proposal will remain valid for a minimum of one (1) year from the “Closing Date for Receipt of Bids”;
- 4.4.1.4 confirmation that the financial institution is licensed to conduct business in New York State and has at least one (1) branch office within New York State boundaries and a depository within a thirty-five (35) mile radius of Albany, NY with the ability to accept daily deposits of \$1 to \$19 million;
- 4.4.1.5 confirmation that deposits will be covered by secured collateral as explained in Section 3.2.7.11 of this IFB. (see Appendix D for a Schedule of Local District SCU Average Daily Balances for April 2014);
- 4.4.1.6 a statement that the Bidder understands it is obligated to complete this project even if the actual costs exceed those on Form BR-10A Financial Proposal - Fixed Price Summary completed and submitted by the Bidder and accepted by the OTDA;
- 4.4.1.7 a statement that the Bidder understands that the prices contained in Form BR-10A Financial Proposal - Fixed Price Summary, once approved by the OTDA and the OSC, are fixed for the entire term of the project, including any extensions, and are not subject to change;

- 4.4.1.8 a statement that the Bidder understands that the prices contained in Form BR – 13 Debit Card Transaction and Cost Details, if approved by the OTDA and the OSC, are fixed for the entire term of the project, including any extensions, and are not subject to change;
- 4.4.1.9 a confirmation of the Bidder's willingness and capability to execute and perform a Contract containing the terms and conditions specified in this IFB and indicate the ability to meet all Contract requirements;
- 4.4.1.10 a statement informing the OTDA if the Bidder has or has not been suspended or debarred from entering into Federally-funded contracts pursuant to U.S. Executive Order 12549 and/or 41 CFR Part 105-68, or if there is any information known to the Bidder or its agents that there has been any activity or investigation that could result in its suspension or debarment; and
- 4.4.1.11 a description of the Bidder's understanding of the division of responsibility between the OTDA, the Centralized Support Collection and Enforcement contractor, and the Bidder.
- 4.4.2 **Technical Response Matrix** - The Bidder must complete BR-14 Technical Response Matrix. Failure to say "Yes" to each specific requirement may result in a Bid Proposal being considered non-responsive, except as noted in the instructions of BR-14.
- 4.4.3 **Additional Information** – The Bidder must provide the following:
  - 4.4.3.1 the organizational structure of the firm, including all proposed Subcontractors, titles of key staff positions, and lines of reporting, and where the project responsibilities will lie for Transition and Operation tasks;
  - 4.4.3.2 the corporate financial status which describes the product line structure with relative size of each total asset and total deposit; the current ratios demonstrating that the Bidder meets or exceeds those minimum qualifications as required in Section 1.5 of this IFB; and the percentage of gross revenue relative to banking services and depository accounts; and
  - 4.4.3.3 A Transition Plan.

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## **Section 5 CONTRACTUAL PROVISIONS**

### **5.1 General**

- 5.1.1 Upon selection, the successful Bidder shall enter into an Agreement with the OTDA (the Agreement). The contents of the selected Bidder's Bid Proposal, together with this IFB and any formal questions and answers passed during the bidding process, will be made a part of the Agreement. Should the selected Bidder fail to enter in an Agreement with the OTDA within one (1) month of notification of the award, the State reserves the right to select another firm and commence negotiations.

### **5.2 Agreement Duration and Amendment**

- 5.2.1 The services to be performed under the Agreement shall commence on the Contract approval date. The term of the Contract resulting from this IFB is five (5) years and three (3) months, which includes approximately a three (3) months Transition period and five (5) years for Operations, commencing on the Contract approval date. In the event that the OTDA elects to award debit card services to the successful Bidder of this IFB, such services shall commence upon termination of the Centralized Support Collection and Enforcement contract.

- 5.2.2 The State of New York (State) shall have the right to re-negotiate the terms and conditions of the Agreement in the event applicable State or Federal statutes, policy, rules, regulations, and guidelines are altered from those existing at the time of this Agreement in order to be in continuous compliance therewith. It shall be understood that, in the event the State and the Contractor are unable to mutually agree to a set of terms and conditions through re-negotiations, the terms and conditions required to continue the Agreement in compliance with revised State or Federal statutes, policy, rules, regulations, and guidelines shall be decided by the Commissioner of the OTDA or his/her duly authorized representative(s) or designee(s), in accordance with Section 5.12 of this IFB, Interpretation and Disputes.

- 5.2.3 The Agreement is subject to amendment only upon mutual consent of the parties, reduced to writing, and approved by the OSC if necessary.

- 5.2.4 The OTDA has the option and sole discretion, with the approval of the OSC, upon a ninety (90) day notice to the Contractor, to exercise two (2) consecutive extensions up to twelve (12) months each. Payment to the Contractor for each extension shall be based on Form BR-10A, Financial Proposal – Fixed Price Summary, and Form BR-13, Debit Card and Cost Details for each twelve (12) months extension, and calculated as per Sections 3.4.6.2 through 3.4.10 of this IFB.

### **5.3 Executory Provision**

- 5.3.1 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 this Agreement is wholly executory 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.

- 5.3.2 The State of New York is not liable for any cost incurred by the Contractor in preparation for or prior to the approval of an executed Contract by the OSC. Additionally, no cost will be incurred by the State for the Contractor's participation in any pre-contract award activity.

5.3.3 The Agreement and the Appendices constitute the entire Agreement between the parties with respect to the subject matter; all other prior agreements, representations, statements, negotiations, and undertakings are superseded hereby. The terms, provisions, representations, and warranties contained in this Agreement shall survive performance hereunder.

5.3.4 The State and the Contractor acknowledge and agree that time is of the essence in the Contractor's performance hereunder, when and if a time for performance is specifically stipulated.

#### 5.4 **Standard Contract Provisions**

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

5.4.2 The parties agree that the Agreement shall be construed and interpreted in accordance with the laws of the State. The Contractor shall be required to bring any legal proceeding against the State arising from the Agreement in New York State courts.

5.4.3 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 this Agreement, if capable of performance, shall remain in full force and effect.

5.4.4 No term or provision of this Agreement shall be deemed waived and no breach consented to, 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 this Agreement shall not constitute or consent to, a waiver of, or excuse for any other, different or subsequent breach.

#### 5.5 **Assurances**

5.5.1 The Contractor warrants that it has carefully reviewed the needs of the State, as described in this IFB and its attachments and otherwise communicated in writing by the State to the Contractor, that it has familiarized itself with the State's specifications, and it warrants that it can provide such services as represented in its Bid Proposal.

5.5.2 The Contractor agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

5.5.3 The Contractor warrants and affirms that its other contractual obligations will not adversely influence its capabilities to perform under this Agreement.

5.5.4 The Contractor certifies that all information provided to the OTDA with respect to the New York State Procurement Lobbying Act is complete, true, and accurate.

#### 5.6 **Contractor Requirements**

5.6.1 The Contractor accepts sole and complete responsibility for the timely accomplishment of all activities required under the Agreement and to perform in accordance with Section 3 of this IFB.

5.6.2 The State shall not be held liable for any minimum utilization of Contractor Services. Upon written notification to the Contractor, the State may, at any time, make changes to the Services required within the general scope of the Agreement. It shall also be

understood that the State reserves the right to suspend or reduce Contractor Services during the term of the Agreement upon fifteen (15) days prior written notice.

5.6.3 Inspection and acceptance of the work required under the Agreement will be performed by the OTDA's Project Manager and/or designee.

5.6.4 For the term of the Agreement, and for three (3) months after its termination, each party agrees not to offer employment to any employee of the other party, except as required by law, unless mutually agreed to in writing by the State and Contractor for an employee under consideration.

## 5.7 **Non-Assignability**

5.7.1 Full responsibility for the delivery of services provided by another firm or manufacturer, which is a Subcontractor or supplier to the Contractor under this Agreement, shall be assumed by the Contractor. Should the Contractor seek external financing, the State reserves the right to approve the assignment of the Contract for financing purposes. The State shall consider the prime Contractor to be sole contact with regard to all provisions of this Agreement.

5.7.2 No provision in the Agreement, expressed or implied, is intended to confer upon any person, corporation, or other entity, other than the parties hereto any rights or remedies.

5.7.3 It shall be understood that the Contractor is an independent Contractor, and the Contractor, its agents, officers, and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of the State.

5.7.4 Subcontracting or assignment of the Contractor's duties and responsibilities will not be allowed without prior written approval of the State. The Contractor shall furnish to the State the following:

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

5.7.4.2 Identification of the proposed subcontractor; and

5.7.4.3 Any other reasonable information or documentation requested by the State.

## 5.8 **Charges**

5.8.1 The OTDA agrees to process for payment the Contractor's monthly invoicing based on the rates set forth in the Contractor's proposal for actual billable services provided to the OTDA.

5.8.2 Payments to the Contractor shall be based on invoices submitted to the State by the Contractor on a Claim for Payment (AC3253-S) in a form acceptable to the State and the OSC. The State will make best efforts to process all Claims for Payment within thirty (30) days of their receipt; however, failure to make payment within said time frame shall not be considered a breach of Contract. Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

5.8.3 The State shall not be liable for the payment of any taxes under this agreement however designated, levied or imposed. For purposes of tax free transactions under the Internal Revenue Code, the New York State tax-exempt number is 14740026K. It

shall be further understood that the State shall not be liable for any travel/per diem expenditures the Contractor may incur.

5.8.4 The Contractor grants the option to extend the terms and conditions of this Agreement to any other program area or State agency in New York as well as local social service districts in New York.

5.8.5 The Contractor shall provide complete and accurate Claims for Payment to the OTDA in order to receive payment. Claims for Payment submitted to the OTDA must contain all information and supporting documentation required by the OTDA and the OSC. Payment for Claims for Payment submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the OSC's procedures to authorize electronic payments. Authorization forms are available at the OSC's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us) or by telephone at 518-402-4111. The Contractor acknowledges that it will not receive payment on any Claims for Payment submitted under this Contract if it does not comply with the OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

#### 5.9 **Public Officers' Law**

5.9.1 The Contractor agrees not to engage in any conduct which the Contractor knows would violate or would assist an employee of the State in violating Sections 73 and 74 of the Public Officers' Law.

5.9.2 The Contractor further recognizes that a finding that a Contractor has violated any of the statutes specified in the Contractor/Subcontractor Background Questionnaire completed prior to the award of this Contract may entitle the State to terminate the Contract, at its discretion, within thirty (30) days after the Contractor notifies the State of such finding or the State notifies the Contractor that it has become aware of such finding. Any termination of the Agreement by the State under this provision shall be deemed to be a termination of the Contract for cause. The remedies set forth in this Section shall be in addition to any other remedy available to the State under the Agreement or under any other provisions of law.

#### 5.10 **Rights of The State**

5.10.1 The Contractor hereby grants the OTDA (and its agents and subcontractors) the right to use any proprietary information, systems, and products (including Contractor or third party software) to access or use any system, program, or product which is intended for the OTDA use under this IFB and Agreement (collectively referred to as Proprietary Information), during the term of the Agreement.

5.10.2 Because federal funds are a source of funding for the Agreement, the Contractor grants the Federal government a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use for Federal government purposes, the Proprietary Information.

#### 5.11 **Document Incorporation and Order of Precedence**

5.11.1 This Agreement consists of:

- 5.11.1.1 The body of this Agreement; and
- 5.11.1.2 The Appendices attached to or incorporated by reference in this Agreement body.
- 5.11.2 In the event of any inconsistency in or conflict among the document elements of this Agreement identified in this Section, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order:
  - 5.11.2.1 First, Appendix A;
  - 5.11.2.2 Second, any amendments to the Agreement;
  - 5.11.2.3 Third, the body of this Agreement and the Appendices (except Appendix A);
  - 5.11.2.4 Fourth, this IFB; and
  - 5.11.2.5 Fifth, the Contractor's Bid Proposal.

5.12 **Interpretation and Disputes**

- 5.12.1 This provision shall apply to any dispute of the parties relating to performance under the Agreement. 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 of the Bureau of Contract Management (hereinafter "Director"). The Director shall also designate the person who will present the 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.
- 5.12.2 Within thirty (30) days of such designations, the Advocate will state and brief the Designee on the 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.
- 5.12.3 The Advocate will have a right to submit a rebuttal to the Contractor's submissions. The Advocate's rebuttal 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; 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.
- 5.12.4 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.
- 5.12.5 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 the OTDA Office of Legal Affairs (OLA), 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.

- 5.12.6 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.
- 5.12.7 The General Counsel of the OTDA or his/her designee(s) shall hear and make a final decision on all appeals ("General Counsel's decision"). 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 decision will be rendered within thirty (30) calendar days of the date that the notice of appeal is received by the General Counsel.
- 5.12.8 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 State shall govern operation thereunder and the Contractor and the OTDA shall continue to perform under the Contract.
- 5.12.9 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.
- 5.12.10 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 Court of Claims.

### 5.13 **Liability and Indemnification for Damages**

- 5.13.1 In performance of its duties, the Contractor shall fully indemnify and hold harmless the State from suits, actions, damages, and costs of every name and description relating to personal injury, damage to real, or personal tangible or intangible property, or any other claim for direct damages arising as a result of acts or omissions of the Contractor, its officers, employees, subcontractors, partners, or agents in performing the Agreement.
- 5.13.2 The Contractor shall be jointly and severally responsible for the actions of its agents, employees, partners, or subcontractors, including for losses arising from, but not limited to:
- 5.13.2.1 Providing defective or inadequate specifications;
  - 5.13.2.2 Defective or inadequate performance;
  - 5.13.2.3 The disclosure or security breach of confidential information provided to the Contractor by the OTDA and identified as such, whether caused by the Contractor or a third party;
  - 5.13.2.4 System installation or connections, including telecommunications;

- 5.13.2.5 Defective or inadequate maintenance and warranty service; or
- 5.13.2.6 Removal of existing equipment or acquisition of components resulting from defective specifications.
- 5.13.3 The State may, in addition to other remedies permissible by law, retain such monies from amounts due the Contractor, as may be necessary to satisfy the claim for damages, penalties, costs, and the like asserted by or against it; provided, however, that the Contractor shall not indemnify to the extent that any claim, loss or damage arising hereunder is caused by the solely negligent act or failure to act of the State.
- 5.13.4 As a condition to the foregoing indemnity obligations under this Article the OTDA shall provide the Contractor with prompt notice of any claims for which indemnification may be sought hereunder, shall reasonably cooperate with the Contractor in connection with any such claim.
- 5.14 **Force Majeure**
- 5.14.1 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 to the Agreement.
- 5.14.2 Any notice required by the Agreement to be given between the Contractor and the OTDA shall be sent to the OTDA's Director of Centralized 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.
- 5.14.3 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.
- 5.15 **Record Retention**
- 5.15.1 The Contractor agrees to preserve all Agreement-related records in accordance with the provisions of Appendix A of this Agreement. Records involving matters in litigation shall be kept for a period of not less than three (3) years following the termination of the litigation. Electronic copies of any Agreement-related documents may be substituted for the originals with the prior written approval of the State, provided that the electronic procedures are accepted by the State as reliable and are supported by an adequate retrieval system.
- 5.15.2 The Contractor shall be responsible for assuring that the provisions of this section shall apply to any subcontract related to performance under this agreement.
- 5.16 **Access to and Audit of Agreement Records**
- 5.16.1 All records and information obtained by the State pursuant to the provisions of this Agreement, whether by audit or otherwise, shall be usable by the State solely for the

purpose of performing this Agreement in any manner, in its sole discretion, as it deems appropriate and the Contractor shall have no right of confidentiality or proprietary interest in such records or information. Notwithstanding the preceding sentence and in addition to the provisions set forth in Appendix A, the State agrees, in those instances in which it has discretion, not to disclose outside those Government agencies involved in the performance of this Agreement and then only to the personnel who are involved in the performance, the following data:

- 5.16.1.1 Any resume or other description of qualifications which includes the name of any individual;
- 5.16.1.2 Any individual's actual salary;
- 5.16.1.3 The Contractor's indirect rates including labor overhead, General and Administrative (G&A) fee;
- 5.16.1.4 The methodology for calculating those indirect rates including the allocation base; and
- 5.16.1.5 The Contractor's corporate financial statements.
- 5.16.2 The Contractor shall promptly notify the State of any request by anyone for access to any records maintained pursuant to this Agreement. Access by Federal or State bank regulatory agents, or the Contractor's regular outside auditors to the Contractor's financial records, pursuant to regularly scheduled or routine audits or inspection of the Contractor, shall not require notification to the State provided that rights of confidentiality or proprietary interests are preserved.
- 5.16.3 The Contractor shall be responsible for assuring that the provisions in this section shall apply to any subcontract related to performance under this Agreement.
- 5.17 **Confidentiality of Information**
- 5.17.1 The Contractor, its officers, agents, and employees and subcontractors, shall treat all information, with particular emphasis on information relating to recipients and providers, which is obtained by it through its performance under the Agreement, as confidential information to the extent required by the laws of the State of New York and of the United States and any regulations, policies, and guidelines promulgated thereunder. The Contractor must be in compliance with NYS Cyber Security Policy which may be obtained on the following website: <http://www.dhSES.ny.gov/ocs/resources>.
- 5.17.2 Individually identifiable information relating to any eligible recipient or provider shall be held confidential and shall not be disclosed by the Contractor, its officers, agents, and employees or subcontractors, without the prior written approval of the OTDA.
- 5.17.3 "Individually identifiable information" shall include Protected Health Information ("PHI") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including those at 45 CFR Parts 160 and 164. For purposes of this Agreement, "PHI" means any information, including demographic information collected from an individual, that relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and identifies the individual or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual.
- 5.17.4 The use of information obtained by the Contractor in the performance of its duties under the Agreement shall be limited to purposes directly connected with such duties.

- 5.17.5 The Contractor shall promptly advise the OTDA of all requests made to Contractor for information related to this IFB.
- 5.17.6 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 conforms to the provisions of this subsection.
- 5.17.7 The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa, State Technology law Section 208). The Contractor shall be liable for the costs associated with such breach if caused by the Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Contractor's agents, officers, employees, or subcontractors.
- 5.18 **Non-Discrimination, Equal Employment Opportunity and Minority and Women-Owned Business Enterprise**
- 5.18.1 All work conducted under this Contract must be in compliance with the specifications set forth in the applicable IFB and the OTDA's policies and procedures set forth in Appendix A, Standard Clauses for NYS Contracts, and as may be amended from time to time.
- 5.18.2 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 the OTDA's Appendix Z, attached and incorporated by reference herein, for the specific EEO/MWBE requirements and associated forms required for this procurement.
- 5.19 **Termination of the Agreement**
- 5.19.1 The Agreement shall be subject to the following termination provisions:
- 5.19.1.1 All or any part of this Agreement may be terminated by mutual written agreement of the contracting parties.
- 5.19.1.2 All or any part of this Agreement may be terminated by the State for cause upon the failure of the Contractor to materially comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the State shall give the Contractor written notice of termination via registered or certified mail, return receipt requested, or shall deliver same personally by hand. Such written notice of termination shall specify the Contractor's failure to perform and identify deficiencies which must be cured within thirty (30) days of receipt of such notice (the Cure Period). The OTDA shall have the option to extend the Cure Period. In the event the OTDA determines that the Contractor failed to satisfactorily correct such deficiencies within the Cure Period, then such termination for cause shall be effective thirty (30) days after the Contractor is notified of such determination. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.

- 5.19.1.3 This Agreement may be terminated if the State deems that termination would be in the best interest of the State provided that the State shall give written notice to the Contractor not less than thirty (30) days prior to the date upon which termination for convenience shall become effective, such notice to be made via registered or certified mail, return receipt requested or hand-delivered with receipt made or electronic notice. The date of such notice shall be deemed to be the date of postmark in the case of mail or the date of the Contractor's receipt for notice in the case of hand delivery and for electronic notice. In the case of termination under this subsection, the State agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith. The Contractor, on its part, agrees to incur no new obligations after receipt of notification of termination and to cancel as many outstanding obligations as possible. The Contractor shall take all reasonable measures to mitigate any damages for which the State may be liable.
- 5.19.1.4 Should the State determine that Federal and State funds are unavailable, the State may terminate the Agreement immediately upon notice to the Contractor. If the initial notice is oral notification, the State shall follow this up immediately with written notice. The State 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 either orally or in writing by the Contractor from the State.
- 5.19.1.5 If this Agreement is terminated for cause, the State shall have the right to award a new contract to a third party. In such event, the Contractor shall be responsible for damages, and for all additional costs incurred in reassigning (including re-procurement if necessary) of the contract.
- 5.19.1.6 It is understood that the State reserves the right to suspend or reduce the Contractor Services during the term of the Agreement or during a task order period. Such action(s) by the State shall not be considered a breach of this Agreement or otherwise give rise to damages on the part of the Contractor, provided, however, that the Contractor is given written notification of such action.
- 5.19.1.7 The State reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Procurement Lobbying Act was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.
- 5.19.1.8 Should the State determine that the Contractor/subcontractor has become non-responsible, or, in the event it is found that the Contractor/subcontractor Background Questionnaire as submitted was intentionally false or incomplete, the State shall advise Contractor or Contractor and subcontractor of such finding and Contractor/subcontractor shall have thirty (30) calendar days to provide evidence that the Contractor/subcontractor is responsible or correct/resolve such non-responsibility issues. If, after the thirty (30) calendar day time period, at the State's sole discretion, the State determines that the Contractor/subcontractor continues to be non-responsible, the State may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

## 5.20 **Patent/Copyright Indemnification**

- 5.20.1 The Contractor will indemnify, defend and hold the State harmless from and against any and all damages, expenses (including reasonable attorney fees), claims, judgments, liabilities, and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent or of any copyright, trademark, trade

secret, or other third party proprietary right with respect to the products furnished or services performed under the Agreement, provided that the State shall give the Contractor:

- 5.20.1.1 Prompt written notice of any action, claim or threat of infringement suit, or other suit;
- 5.20.1.2 The opportunity to take over, settle, or defend such action, claim, or suit at the Contractor's sole expense; and
- 5.20.1.3 Assistance in the defense of any such action at the expense of the Contractor.
- 5.20.2 If the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion, to take action in the following order of precedence:
  - 5.20.2.1 to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable;
  - 5.20.2.2 to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or
  - 5.20.2.3 to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance.
- 5.20.3 The foregoing provisions shall not apply to any infringement occasioned by modification by the State of any tangible or intangible products without the Contractor's approval or the use of any equipment with any adjunct device added by the State without the consent of the Contractor.
- 5.20.4 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 a product under this Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the State and the Office of the Attorney General in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under their terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the State and secure a continuance to permit the State to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the State may have.

## 5.21 **Lobbying Certification**

- 5.21.1 Section 1352 of Title 31 of the U.S. Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Contractor or grantee (such as the State) must be required to certify that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress. The certification the State has been required to sign for the Health and Human Services Administration for Children and Family Services provides that the language of this certification (shall) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Contractor understands and agrees to the Federal requirements for certification and disclosure.

5.22 **Notification**

5.22.1 Any notice or other communication required by or pertaining to this Agreement shall be sent to the destinations indicated by the State's designated Project Manager or the Contractor's designated Project Director. If no destination has been so indicated, such notices or communications may be directed to the address(es) or destination(s) at which the parties to this Agreement were located when this Agreement was executed or to the last known address or destination for such party. The Contractor shall be responsible for notifying the State of any change of address or destination to which notices and communications should be sent.

5.22.2 Except as otherwise specified elsewhere in this Agreement, notices or communications may be given orally or in writing and shall be effective when received. To remain effective, oral notifications must be confirmed in writing, transmitted in a manner to be received no later than ten (10) working days after the oral notification. Notices or communications may be transmitted by personal delivery, ordinary U.S. Mail, registered or certified mail, overnight delivery service, telegram, telephone, facsimile device, electronic means, or any other means of transmission that results in the fixation of the information transmitted in a tangible medium of expression.

5.22.3 Notices or communications shall be considered received on the day such receipt is acknowledged by a signed receipt or by any other means of verification that is recorded in a tangible medium of expression. Notices or communications from the State to the Contractor shall also be considered received as follows:

5.22.3.1 Oral notifications shall be considered received on the date indicated as the date of conversation in any written confirmation or on the day sworn in an affidavit to be the date of such conversation, unless contested.

5.22.3.2 Notices or communications by ordinary, registered or certified U.S. Mail shall also be considered received on the first (1<sup>st</sup>) working day after five (5) days following the day the transmittal is postmarked.

5.22.3.3 Notices or communications dispatched by overnight delivery service shall be considered received one (1) working day after having been dispatched.

5.22.3.4 Transmissions by facsimile device or electronic means shall be considered received, upon the receipt by one (1) party of a signal from the equipment of the other party indicating that the transmission was received.

5.22.3.5 Notices or communications transmitted by personal delivery shall be considered received on the day the transmission is delivered to the Contractor or the OTDA.

5.22.3.6 Any other transmissions shall be considered received no later than five (5) working days after transmission by the State or the Contractor is completed, provided the delivery of such notice can be verified.

5.23 **Conflict of Interest**

5.23.1 For the term of the Agreement, and for three (3) months after its termination, the Contractor agrees not to offer employment to any employee of the OTDA, without the express written consent of the OTDA.

5.23.2 If during the term of this 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 State 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, operation or knowledge of the State's programs, or any current or former State employee who in the course of his State employment had frequent contact with Management-level Contractor employees, the Contractor shall notify the State, in writing, immediately; should the State thereafter determine that such employment is inconsistent with State or Federal Law, the State shall so advise the Contractor, in writing, specifying its basis for so determining, and may require that the contractual or employment relationship be terminated.

5.24 **Other Agency Use**

5.24.1 Any other State Agency may "piggyback" on the Agreement, whereby it enters into an agreement with the Contractor for essentially the same services in accordance with the terms and conditions of this Agreement.

5.24.2 Upon request by a 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 such goods and services.

5.25 **Limitation of Liabilities**

5.25.1 For damages arising as a result of acts or omissions of the Contractor, its officers, employees, subcontractors, partners or agents, the Contractor shall be liable for losses arising from, but not limited to: (i) providing defective or inadequate specifications; (ii) unsatisfactory or inadequate performance; (iii) losses incurred in shipping and delivery of products to site; (iv) connection, installation or including telecommunications failures; (v) defective or inadequate recommendations inducing detrimental reliance by the OTDA; (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, agents, or subcontractors.

5.25.2 The warranties set forth in the Agreement include the implied warranties of merchantability and fitness for a particular purpose.

5.25.3 For any suit, action, claim, damages or costs arising under or connected to the title, patent, and copyright actions by third parties as set forth in this section, the Contractor shall be fully liable for damages without limitation.

5.25.4 The Contractor's liability under this Agreement for failure to provide adequate services or deliverables, regardless of whether such liability is asserted under a theory of contract breach, default, negligence, or warranty, or otherwise, shall not exceed two times (2x) the value of the total Agreement amount for the entire Contract term (including extensions) as indicated in the State Financial System.

NEW YORK STATE

INVITATION FOR BID

BANKING SERVICES IN  
SUPPORT OF  
CENTRALIZED SUPPORT COLLECTION AND  
ENFORCEMENT

**Appendix A through Z**

OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE

**APPENDIX A**

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

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## STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of

General Services or for a purchase order or other transaction issued under such centralized contract.

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

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

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor

and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including,

without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

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

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

(b) at the request of the contracting agency, the

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

**16. NO ARBITRATION.** Disputes involving this contract,

including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

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

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

principles.

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

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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

NYS Department of Economic Development  
Division of Minority and Women's Business  
Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

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

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

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

**24. PROCUREMENT LOBBYING.**

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

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN**

**STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

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

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

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

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

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

## APPENDIX B

### BIDDER'S RESPONSE FORMS AND INSTRUCTIONS

This Appendix contains a sample of the various forms that are referenced in Sections 1, 2, 3, 4, and 5 of this IFB that must be completed and submitted as part of each Bidder's proposal. Each form is preceded by the instructions for completion of that form.

The forms contained in this Appendix are:

#### **Name of Form**

BR-1	CONTRACTOR/SUBCONTRACTOR BACKGROUND QUESTIONNAIRE
BR-2	CONTRACT DISPUTES AND TERMINATIONS
BR-3	BANKING EXPERIENCE – CORPORATE
	BR-3A PRIVATE AND PUBLIC AGENCIES
	BR-3B NYS AGENCY/OFFICE/AUTHORITY
BR-4	BANKING EXPERIENCE - STAFF
BR-5	KEY STAFF RESUME
BR-6	TASK DESCRIPTION
BR-7	WORKPLAN
BR-8	BIDDER SUGGESTED REVISION
BR-9	BANKING SERVICES REFERENCES
BR-10A	FINANCIAL PROPOSAL – FIXED PRICE SUMMARY
BR-10B	EARNINGS DETERMINATION
BR-11	LOCATION OF DEPOSITORIES
BR-12	LOCATION OF SERVICES
BR-13	DEBIT CARD TRANSACTION AND COST DETAILS
BR-14	TECHNICAL RESPONSE MATRIX

Instructions are included with each form and in case of any overflow; additional copies of each form may be used. Although additional information or narratives may be attached, the required information must be submitted on the Bidder's Response Forms.

## **BIDDER'S RESPONSE FORM AND INSTRUCTIONS**

**FORM NAME:** CONTRACTOR/SUBCONTRACTOR BACKGROUND QUESTIONNAIRE

**FORM NUMBER:** BR-1

**INSTRUCTIONS:** Bidder and any subcontractor must provide general information and complete the questionnaire. The questionnaire must be signed by a person authorized to bind the firm. Also include the day on which the form is signed.

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

**CONTRACTOR/SUBCONTRACTOR BACKGROUND QUESTIONNAIRE**

**General Information**

Federal Identification Number:

Name of Firm:

Mailing Address:

Actual Location:

City: State: Zip code:

Fax Number: (    )    Telephone Number: (    )

**Background Questionnaire**

The following section must be fully completed by Bidder or Bidder will be deemed non-responsive. Where appropriate, provide additional details using space provided or by inserting additional sheets following this part. This form must also be completed by any proposed subcontractor if the value of that subcontract will be in excess of \$10,000.

<p>1a. Are you a New York State resident business?</p>	<p style="text-align: right;">_____ NO    _____ YES</p>
<p>1b. Are you registered with the New York State Department of State (DOS) to do business in New York State?</p> <p>If no, you will be required to comply with the New York State Department of State guidelines for doing business in New York State before you will be eligible for a Contract award. Do you agree to these conditions?</p>	<p style="text-align: right;">_____ NO    _____ YES</p> <p style="text-align: right;">_____ NO    _____ YES</p>
<p>2. How many years has your firm been in business?</p>	<p style="text-align: right;">_____ Years</p>
<p>3a. Are you a certified minority owned business enterprise, certified by the NYS Department of Economic Development? (Your company is eligible to be certified if it is at least 51% owned and controlled by minority group members (i.e. Black Hispanic, Asian, Pacific Islander American Indian, Alaskan Native)?</p>	<p style="text-align: right;">_____ NO    _____ YES</p>
<p>3b. Are you a woman owned business enterprise, certified by the NYS Department of Economic Development? (Your company is eligible to be certified if it is at least 51% owned and controlled by women)</p>	<p style="text-align: right;">_____ NO    _____ YES</p>
<p>4. How many people are employed by your firm?</p>	<p style="text-align: right;">_____ Employees</p>
<p>5. Total number of people employed by your firm :</p> <ul style="list-style-type: none"> <li>* Within New York State? _____</li> <li>* Outside of New York State? _____</li> <li>* Outside of United States? _____</li> </ul>	<p>_____</p> <p>_____</p> <p>_____</p>
<p>6. Is your company independently owned and operated?</p>	<p style="text-align: right;">_____ NO    _____ YES</p> <p>(If no, provide details)</p>
<p>7. List and describe any liquidated damages assessed, and/or liens or claims over \$25,000 filed against the firm and remaining undischarged or unsatisfied for more than 90 days, on any contracts within the past five years.</p>	

**Form BR-1 (page 1 of 4)**

8. Within the past five years has the firm, any affiliate, any predecessor company or entity, owner of 5.0% or more of the firm's shares, director, officer, partner or proprietor been the subject of:

- a) a judgment of conviction for any business-related conduct constituting a crime under state or federal law?
- b) a currently pending indictment for any business-related conduct constituting a crime under state or federal law?
- c) a grant of immunity for any business-related conduct constituting a crime under a state or federal law?
- d) a federal suspension or debarment, New York rejection of any bid or disapproval of any proposed subcontract for lack of responsibility, denial or revocation of pre-qualification in any state, or a voluntary exclusion agreement?
- e) a civil or criminal investigation of the New York State Ethics Commission involving a violation(s) of Section 73 and Section 74 of the Public Office Law?
- f) Any bankruptcy proceeding?
- g) Any suspension or revocation of any business or professional license?

Check any that apply. If "yes", describe using additional pages if necessary)

\_\_\_\_\_ NO \_\_\_\_\_ YES

Form BR-1 (page 2 of 4)

h) Any citations, Notices, violation orders, pending administrative hearings or proceedings or determinations for violations of:	_____ NO _____ YES
* federal, state or local health laws, rules or regulations	_____ NO _____ YES
* unemployment insurance or workers compensation coverage or claim requirements	_____ NO _____ YES
* ERISA (Employee Retirement Income Security ACT)	_____ NO _____ YES
* federal, state or local human rights laws	_____ NO _____ YES
* federal, state security laws?	_____ NO _____ YES
i) a grant of immunity for any business-related conduct constituting a crime under a state or federal law?	_____ NO _____ YES
j) a federal suspension or debarment, New York rejection of any bid or disapproval of any proposed subcontract for lack of responsibility, denial or revocation of pre-qualification in any state, or a voluntary exclusion agreement?	_____ NO _____ YES
k) any federal determination of a violation of any labor law or regulation, or any OSHA "serious violation"?	_____ NO _____ YES
Was violation deemed willful?	_____ NO _____ YES
l) any state determination of a violation of any labor law or regulation?	_____ NO _____ YES
m) any state determination of a Public work violation?	_____ NO _____ YES
Was violation deemed willful?	_____ NO _____ YES
n) Has there been a revocation of MBE or WBE certification?	_____ NO _____ YES
o) Was there a rejection of a low bid on a state contract for failure to meet statutory affirmative action or MWBE requirements?	_____ NO _____ YES
p) Has there been a consent order with the NYS Department of Environmental Conservation, or a federal or state enforcement determination involving a construction-related violation of federal or state environmental laws?	_____ NO _____ YES
_____ NO _____ YES	_____ NO _____ YES
9. List by agency or department all current contracts your firm holds with the State of New York, its departments or political subdivisions, valued in excess of \$100,000.	_____ NO _____ YES (Please list on a separate page.)
10. Your firm is responsible for providing worker's compensation insurance pursuant to state law. The State has the option to require proof of current worker's compensation insurance or proof of exemption if applicable. Do you understand this requirement?	_____ NO _____ YES
11. Your firm is responsible for providing disability insurance pursuant to state law. The State has the option to require proof of current worker's compensation insurance or proof of exemption if applicable. Do you understand this requirement?	_____ NO _____ YES
12. Does your firm employ any non-U.S. citizens or resident legal aliens?	_____ NO _____ YES
13. If yes, are the forms on file and available for inspection?	_____ NO _____ YES

**Form BR-1 (page 3 of 4)**

<p>14. Has any New York State agency, authority, board or other State entity made a finding of non-responsibility regarding the Contractor in the last five years?</p>	<p>_____ NO      _____ YES</p>
<p>15. If yes, was the basis for the finding of the Contractor's non-responsibility due to the intentional provision of false or incomplete information required by New York State Finance Law §139-j (Procurement Lobbying Act)?</p>	<p>_____ NO      _____ YES          (If yes, provide details including NYS agency or authority name, year of finding and the basis of the non-responsibility finding.)</p>

**CERTIFICATION**

The undersigned 1) recognizes that this questionnaire is submitted for the express purpose of inducing the New York State Office of Temporary of Disability Assistance to award a contract or approve a subcontract; 2) acknowledges that the Office may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein; 3) acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law 210.40 or a misdemeanor under Penal Law 210.35 or 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. 1001; 4) states that the information submitted in this questionnaire and any attached pages is true, accurate and complete and 5) acknowledges that submission of false or misleading information will constitute grounds for the Office to terminate its contract (or revoke its approval of a subcontract) with the undersigned or the organization of which s/he is an officer. 6) has not altered the content of the questions in the questionnaire in any manner. 7) has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor. 8) has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief. 9) is knowledgeable about the submitting vendor's business and operations. 10) understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and 11) is under duty to notify the OTDA of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

**Authorized Signature:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Form BR-1 (page 4 of 4)**

## BIDDER'S RESPONSE FORM AND INSTRUCTIONS

**FORM NAME:** CONTRACT DISPUTES AND TERMINATIONS

**FORM NUMBER:** BR-2

**INSTRUCTIONS:** GENERAL – Complete this form by listing all contracts exceeding ten million dollars (\$10,000,000) per year whereby a material dispute, assessment of liquidated damages or contract termination occurred.

**RESPONSIBLE COMPANY:** Indicate if the Bidder or a subcontractor (provide name) is involved.

**COMPLAINT:** The title of the dispute (e.g., "Failure to provide contractual services.")

**DATE:** The date the Bidder was placed on notice.

**DESCRIPTION:** List the allegation and a description of the complaint.

**POTENTIAL AMOUNT:** Indicate the amount in dispute or assessment of liquidated damages.

**STATUS:** Indicate the status of the dispute or assessment of liquidated damages.

**CONTRACT DISPUTES AND TERMINATIONS**

<b>RESPONSIBLE COMPANY</b>	<b>COMPLAINT</b>	<b>DATE</b>	<b>DESCRIPTION</b>	<b>POTENTIAL AMOUNT</b>	<b>STATUS</b>

**Form BR-2**

## BIDDER'S RESPONSE FORM AND INSTRUCTIONS

**FORM NAME:** BANKING EXPERIENCE – CORPORATE

**FORM NUMBERS:** BR-3A and BR-3B

**INSTRUCTIONS:** GENERAL – Complete these forms with the information required for each category.

**PRIVATE AND PUBLIC AGENCIES:** On Form BR-3A, summarize the Bidder's corporate experience in providing banking services for Private and Public Agencies.

**NYS AGENCY/OFFICE/AUTHORITY:** On Form BR-3B, summarize the Bidder's corporate experience in providing banking services for New York State agencies, offices, or authorities.

Please note that Bidders must meet the following minimum qualification. The financial institution must have at least (3) years experience in providing banking services to clients with similar transaction types and volumes.

**STATUS OF  
BIDDER:**

Indicate if Bidder was prime contractor or subcontractor only.

**AGENCY:**

List the agency name, and the name of the Contract; also include the name, telephone, and facsimile numbers of the project manager.

**CONTRACT PERIOD:** Indicate date actual work began to the date contractor completed responsibility.

**DESCRIPTION OF  
SERVICES:**

Indicate the specific banking services provided (e.g., account establishment, deposit item processing, direct deposit, electronic fund transfers).

**CONTRACT  
AMOUNT:**

Indicate the total amount of each contract for each respective agency.

**ANNUAL  
TRANSACTION  
VOLUME:**

Include the total number of transactions handled annually. Of that total, list the percentage that were deposit items, paid items, ACH transfers, wire transfers, stop payments, and other related transactions.

**BANKING EXPERIENCE FOR PRIVATE AND PUBLIC AGENCIES - CORPORATE**

Status of Bidder	Agency Name Contract Name Project Manager Name, Title, Telephone & Facsimile Numbers	Contract Period		Description of Services	Contract Amount	Annual Transaction Volume
		FROM	TO			

**Form BR-3A**

**BANKING EXPERIENCE FOR NEW YORK STATE AGENCIES/OFFICE/AUTHORITY - CORPORATE**

Status of Bidder	Agency Name Contract Name Project Manager Name, Title, Telephone & Facsimile Numbers	Contract Period		Description of Services	Contract Amount	Annual Transaction Volume
		FROM	TO			

**Form BR-3B**

## BIDDER'S RESPONSE FORM AND INSTRUCTIONS

**FORM NAME:** BANKING EXPERIENCE – STAFF

**FORM NUMBER:** BR-4

**INSTRUCTIONS:** GENERAL - Complete this matrix with the names and the number of years of experience of each individual proposed as key staff.

**Staff:** Fill in the name of the individual for each position. This is the person to be assigned to the position in the event of a successful offer.

**STATUS OF EMPLOYEE:** Indicate if individual is currently employed by the Bidder or a subcontractor.

**STATES:** List the states, using the Post Office defined abbreviations, in which the individual has had banking experience.

**DATES OF SERVICE:** Indicate the respective length of experience the individual has had with each state in the following format MM/DD/YY to MM/DD/YY.

**OTHER RELATED EXPERIENCE:** Indicate the number of years' experience for each individual with any other related banking experience (i.e., government accounts). This experience should be directly related to the position for which the individual is proposed.

**BANKING EXPERIENCE – STAFF**

STAFF CATEGORY (NAMES) and TITLE	COLLECTION AND DISBURSEMENT EXPERIENCE			OTHER RELATED EXPERIENCE
	STATUS OF EMPLOYEE	STATES	DATES OF SERVICE	

**Form BR-4**

**BIDDER’S RESPONSE FORM AND INSTRUCTIONS**

**FORM NAME:** KEY STAFF RESUME

**FORM NUMBER:** BR-5

**INSTRUCTIONS:** GENERAL - Complete this resume form for each key staff listed in your proposal to cover the positions listed in Section 3.2.2 of this IFB. Both pages must be completed.

**NAME:** Fill in the name of the individual.

**TITLE/LEVEL:** Fill in the title and level for which this individual is proposed.

**STATUS OF EMPLOYEE:** Indicate if the individual is associated with the Bidder or subcontractor.

**YEARS:** Enter number of years with present firm (Bidder or subcontractor as appropriate).

**BANKING EXPERIENCE TOTAL - YEARS/MONTH:**

Indicate the total amount of relevant job experience.

**FROM/TO/STATE:** List the individual’s experience (with the most recent first and identifying part time experience as such) with any banking operations. Use the two digit post office abbreviation to designate the state.

**EMPLOYER:** Provide the name and address of the employer for each respective entry.

**RESPONSIBILITIES:** In each of these respective areas, indicate the job title(s) in which the person served, the nature of the responsibilities, the number of staff managed, and any other pertinent information.

**EDUCATION AND CERTIFICATION:**

List the individual’s education, including schools, dates attended, degrees, honors, and/or certification.

**BANKING EXPERIENCE SUMMARY:**

Indicate number of years for each item.

**REFERENCES:** List two (2) business references from client companies. (intra-company references are not acceptable, cannot be OTDA staff.)

**KEY STAFF RESUME**

**NAME: TITLE/LEVEL:** \_\_\_\_\_

**STATUS OF EMPLOYEE: YEARS:** \_\_\_\_\_

<b>BANKING EXPERIENCE</b>				<b>TOTAL: YEARS</b> _____	<b>MONTHS</b> _____
<b>FROM</b>	<b>TO</b>	<b>STATE</b>	<b>EMPLOYER</b>	<b>RESPONSIBILITIES</b>	

**KEY STAFF RESUME (CONTINUED)**

**NAME: TITLE/LEVEL:** \_\_\_\_\_

EDUCATION AND CERTIFICATION		
FROM	TO	SCHOOL
		DEGREE/HONORS
<b>BANKING EXPERIENCE SUMMARY</b>		
<b>NUMBER OF YEARS</b>		
1. GOVERNMENT BANKING	1.	
2. OTHER BANKING PROCESSING	2.	
<b>REFERENCES</b>		
NAME/TITLE	RELATIONSHIP	ADDRESS, TELEPHONE, and FACSIMILE NUMBER
		<b>CLIENT</b>

**Form BR-5 (page 2 OF 2)**

**BIDDER’S RESPONSE FORM AND INSTRUCTIONS**

**FORM NAME:** TASK DESCRIPTION

**FORM NUMBER:** BR-6

**INSTRUCTIONS:** GENERAL – Complete a form for each of the following tasks:

- Timeframe (see Section 3.2.1 of this IFB)
- Project Manager (see Section 3.2.2.1 of this IFB)
- Customer Service Representative (see Section 3.2.2.4 of this IFB)
- Planning (see Section 3.2.3 of this IFB)
- Testing (see Section 3.2.4 of this IFB)
- Facilities (see Section 3.2.5 of this IFB)
- Disaster Recovery Plan (see Section 3.2.6 of this IFB)
- Account Establishment (see Section 3.2.7 of this IFB)
- Deposit Item Processing Paper (see Section 3.2.8 of this IFB)
- Deposit Item Processing Image Cash Letter (see Section 3.2.8 of this IFB)
- Check Clearing Services (see Section 3.2.9 of this IFB)
- Cancelled Checks (see Section 3.2.10 of this IFB)
- Stop Payment Placement (see Section 3.2.11 of this IFB)
- Stop Payment Removal (see Section 3.2.12 of this IFB)
- PPD Outbound (see Section 3.2.13 of this IFB)
- Outbound Electronic Funds Transfer (CCD+./CTX) (see Section 3.2.14 of this IFB)
- Outbound Electronic Funds Transfer (IAT) (see Section 3.2.14 of this IFB)
- Bank Transfers (see Section 3.2.15 of this IFB)
- ACH/Wire Transfers (see Section 3.2.16 of this IFB)
- Inbound Electronic Funds Transfers (CCD+./CTX) (see Section 3.2.17 of this IFB)
- Inbound Electronic Funds Transfers (IAT) (see Section 3.2.17 of this IFB)
- Addendum Record Information (see Section 3.2.17.1-4 of this IFB)
- Non-Sufficient Funds (see Section 3.2.18 of this IFB)
- Issuance and Cancellation Processing (see Section 3.2.19 of this IFB)
- Image Replacement Document (see Section 3.2.20 of this IFB)
- Customer Service (see Section 3.2.21 of this IFB)
- Inventory/Supplies (see Section 3.2.22 of this IFB)
- Weekly Progress Reports (see Section 3.2.23 of this IFB)
- Correspondence (see Section 3.2.24 of this IFB)
- Controls and Records (see Section 3.2.25 of this IFB)
- Performance Standards (see Section 3 of this IFB)
- Contractor Compensation (see Section 3.2.27 of this IFB)

**TASK:** Name of task being described on this form.

**TASK NUMBER:** Tasks are to be sequentially numbered.

**TASK DESCRIPTION:** An overview of the work to be performed.

**ASSUMPTIONS/CONSTRAINTS:** Major assumptions and constraints used in the planning process are to be documented.

**RELATIVE DIFFICULTY:** Indicate the relative difficulty of the task with respect to other related tasks.

**DEPENDENCIES:** Other tasks, which influence the Contractor’s ability to complete this task, are to be discussed.

## TASK DESCRIPTION

<b>TASK</b> _____ <b>TASK NUMBER</b> _____
<b>TASK DESCRIPTION:</b>
<b>ASSUMPTIONS/CONSTRAINTS:</b>
<b>RELATIVE DIFFICULTY:</b>
<b>DEPENDENCIES:</b>

**Form BR-6**

## BIDDER'S RESPONSE FORM AND INSTRUCTIONS

**FORM NAME:** WORKPLAN

**FORM NUMBER:** BR-7

**INSTRUCTIONS:** GENERAL – Complete a separate form for each of the major tasks.

**TASK:** Indicate the task for which the form applies.

**TASK DESCRIPTION:** Identify the task being performed.

**EFFORT:** Enter the number of staff-days for each task.

**DURATION:** Enter the total time span required to complete the task.

**TIME:** Indicate the week the task is planned to begin through the time the task is to be completed. (Week 1 is the first week operations have begun, week 2 is the second week, etc.) Additional pages may be attached if necessary.



## BIDDER'S RESPONSE FORM AND INSTRUCTIONS

<b>FORM NAME:</b>	BIDDER SUGGESTED REVISION
<b>FORM NUMBER:</b>	BR-8
<b>INSTRUCTIONS:</b>	GENERAL – Complete a form for each Bidder suggested revision.
<b>PROCESS STEP:</b>	A discrete unit of work performed as part of the Banking Operations.
<b>TASK:</b>	Enter the name of the task which the Suggested Revision impacts.
<b>REVISION NO.:</b>	Each revision is to be sequentially numbered.
<b>REVISION TYPE:</b>	Indicate whether the revision is for cost savings or to improve efficiency.
<b>DESCRIPTION OF REVISION:</b>	Outline the change proposed so that it is understandable.
<b>BENEFITS:</b>	Identify and quantify the magnitude of benefits to the State (e.g., Staffing, Facilities, Equipment, and Processing Time).
<b>ANTICIPATED CHANGE IN SERVICE LEVEL:</b>	Summarize the major changes to the performance standards.
<b>EXPLANATION/ JUSTIFICATION:</b>	Summarize the risk of failure or success of each revision, the financial impact of the proposed revision and the justification for the revision. Provide a list of places where the elements of the proposed revision are currently in production and include a contact person at each site with whom the OTDA can speak. If not currently in operation, provide other information (e.g., name of manufacturer's representative, name of customer who is currently having the revision installed) that will assist the OTDA in reviewing this revision.
<b>PRICE COMPONENT:</b>	For tasks where the total fixed price amount is impacted by a projected volume, provide the volume. Enter the total sum in the price column, including all categories. Cost savings should be represented by negative numbers.

**BIDDER SUGGESTED REVISION**

<b>PROCESS STEP ( IF APPLICABLE ):</b> _____ <b>REVISION NO.:</b> _____	
<b>REVISION TYPE:</b> _____ <b>COST SAVINGS:</b> _____	
<b>TASK:</b> _____ <b>IMPROVE EFFICIENCY:</b> _____	
<b>DESCRIPTION OF REVISION:</b>	
<b>BENEFITS:</b>	
<b>ANTICIPATED CHANGE IN SERVICE LEVEL:</b>	
<b>EXPLANATION/JUSTIFICATION:</b>	
<b>PRICE COMPONENT</b>	<b>PRICE:</b>
<b>VOLUME:</b>	

**Form BR-8**

## BIDDER'S RESPONSE FORM AND INSTRUCTIONS

**FORM NAME:** BANKING SERVICES REFERENCES

**FORM NUMBERS:** BR-9

**INSTRUCTIONS:** GENERAL – Provide three (3) references, excluding NYS OTDA, which the OTDA personnel may contact regarding the Bidder's ability to meet their contractual obligations and their ability to implement operations. Two (2) of the references must be from the agencies provided on Form BR-3A Private and Public Agencies, and one (1) of the references must be from the agencies provided on Form BR-3B New York State Agencies/Offices/Authorities.

**STATUS OF BIDDER:** Indicate if Bidder was prime contractor or subcontractor only.

**AGENCY:** List the agency name, and the name of the Contract; also include the name, telephone, and facsimile numbers of the project manager.

**AGENCY TYPE:** Indicate whether the agency is a public agency or a New York State agency, office or authority.

**CONTRACT PERIOD:** Indicate date actual work began to the date contractor completed responsibility.

**ANNUAL TRANSACTION VOLUME:** Include the total number of transactions handled annually. Of that total, list the percentage that were deposit items, paid items, ACH transfers, wire transfers, stop payments, and other related transactions.

**DESCRIPTION OF SERVICES:** Indicate the specific banking services provided (e.g., account establishment, deposit item processing, direct deposit, electronic fund transfers).

**BANKING SERVICES REFERENCES**

Status of Bidder	Agency Name Contract Name Project Manager Name, Title, Telephone & Facsimile Numbers	Type of Agency	Contract Period		Annual Transaction Volume	Description of Services
			FROM	TO		

**Form BR-9**

## BIDDER'S RESPONSE FORM AND INSTRUCTIONS

**FORM NAME:** FINANCIAL PROPOSAL – FIXED PRICE SUMMARY

**FORM NUMBER:** BR-10A

### FUNCTION /

**INSTRUCTIONS:** GENERAL – The Bid price required on Form BR-10A must represent the unit cost for each respective service category. Provide the total price for services related, for the entire volume by multiplying the per unit cost by the total volume for each respective service category. The volumes presented are estimated and actual contractor compensation will be based on actual volumes that are experienced throughout the contract term.

**Transition** – Provide the total cost for Transition Services. See Section 3.2 of this IFB for a description of services to be provided.

**Account Establishment** – Provide the total cost for Account Establishment Services for the operational period. See Section 3.2.7 of this IFB for a description of services to be provided.

**Paper Based Deposit Processing** – Provide the per unit cost for Deposit Item Processing Paper. See Section 3.2.8 of this IFB for a description of services to be provided.

**Image Cash Letter** – Provide the per unit cost for Image Cash Letter. See Section 3.2.8.3 of this IFB for a description of services to be provided.

**Image Replacement Document** – Provide the per unit cost for Image Replacement Document. See Section 3.2.20 of this IFB for a description of services to be provided.

**Non-Sufficient Funds** - Provide the per unit costs for Non-Sufficient Funds Services. See Section 3.2.18 of this IFB for a description of services to be provided.

**EFT Inbound (CCD+/CTX)** - Provide the per unit cost for EFT Incoming Services. See Section 3.2.17 of this IFB for a description of services to be provided.

**EFT Inbound (IAT)** - Provide the per unit cost for EFT (IAT) Incoming Services. See Section 3.2.17 of this IFB for a description of services to be provided.

**Check Clearing Services** – Provide the per unit cost for Check Clearing Services. See Section 3.2.9 of this IFB for a description of services to be provided.

**PPD Outbound** - Provide the per unit cost for PPD Services. See Section 3.2.13 of this IFB for a description of services to be provided.

**EFT Outbound (CCD+/CTX)** - Provide the per unit cost for EFT Outgoing CCD+ Services. See Section 3.2.14 of this IFB for a description of services to be provided.

**EFT Outbound (IAT)** - Provide the per unit cost for EFT (IAT) Outgoing Services. See Section 3.2.14 of this IFB for a description of services to be provided.

**FORM NAME:** FINANCIAL PROPOSAL – FIXED PRICE SUMMARY

**FORM NUMBER:** (continued) BR-10A

**FUNCTION/INSTRUCTIONS**

(continued):

**Bank Transfers** - Provide the per unit cost for Bank Transfers. See Section 3.2.15 of this IFB for a description of services to be provided.

**ACH Transfers** - Provide the per unit cost for ACH Transfers. See Section 3.2.16 of this IFB for a description of services to be provided.

**Wire Transfers** - Provide the per unit cost for Wire Transfers. See Section 3.2.16 of this IFB for a description of services to be provided.

**Stop Payment Placement** - Provide the per unit cost for Stop Payment Placement Services. See Section 3.2.11 of this IFB for a description of services to be provided.

**Stop Payment Removal** - Provide the per unit cost for Stop Payment Removal Services. See Section 3.2.12 of this IFB for a description of services to be provided.

**Issuance and Cancellation Processing** – Provide the per unit cost for Issuance and Cancellation Processing. See Section 3.2.19 of this IFB for a description of services to be provided.

**Cancelled Check Copies** - Provide the per unit cost for Cancelled Check Copy Services. See Section 3.2.10 of this IFB for a description of services to be provided.

**TOTAL BID PRICE:** Enter the total sum of the Bid Price column, including all categories.

**FINANCIAL PROPOSAL – FIXED PRICE SUMMARY**

<b>SERVICE CATEGORY</b>	<b>VOLUME</b>	<b>UNIT PRICE</b>	<b>TOTAL BID PRICE</b>
Transition	N/A	N/A	\$
Account Establishment	N/A	N/A	\$
<b>SERVICE CATEGORY</b>	<b>ESTIMATED 5 YEARS VOLUME</b>	<b>UNIT PRICE</b>	<b>TOTAL BID PRICE</b>
Paper Based Deposit Processing	11,170	\$	\$
Image Cash Letter	15,542,820	\$	\$
Image Replacement Document	117,350	\$	\$
Non-Sufficient Funds	6,600	\$	\$
EFT Inbound (CCD+/CTX)	25,817,710	\$	\$
EFT Inbound (IAT)	11,170	\$	\$
Check Clearing Services	6,083,880	\$	\$
PPD Outbound	38,058,790	\$	\$
EFT Outbound (CCD+/CTX)	4,183,715	\$	\$
EFT Outbound (IAT)	11,170	\$	\$
Bank Transfers	320,160	\$	\$
ACH Transfers	8,000	\$	\$
Wire Transfers	8,000	\$	\$
Stop Payment Placement	131,400	\$	\$

**Form BR 10A (page 1 of 2)**

SERVICE CATEGORY	ESTIMATED 5 YEARS VOLUME	Unit Price	TOTAL BID PRICE
Stop Payment Removal	6,570	\$	\$
Issuance and Cancellation Processing	4,500	\$	\$
Cancelled Check Copies	500	\$	\$
<b>TOTAL BID PRICE</b>		\$	\$

**Form BR-10A (page 2 of 2)**

## BIDDER'S RESPONSE FORM AND INSTRUCTIONS

**FORM NAME:** EARNINGS DETERMINATION

**FORM NUMBER:** BR-10B

**INSTRUCTIONS:** GENERAL – The Bidder must commit to a uniform earnings calculation that will:

- Remain in effect for the entire term of the contract;
- Provide for monthly earnings calculated by the formula  $E = PRT$ , where:

P = average daily available balance

R = the monthly average yield on the 3 month Treasury Bill determined at the weekly auction and published in the New York Times plus 50 basis points

T = number of days in the month with a daily available balance exceeding zero, divided by 365 days

The Bidder must complete the BR-10B Earnings Determination Section by reading carefully, affixing the signature of an authorized representative to bind the Bidder and entering the date the form was signed.



## BIDDER'S RESPONSE FORM AND INSTRUCTIONS

**FORM NAME:** LOCATION OF DEPOSITORIES

**FORM NUMBER:** BR-11

**INSTRUCTIONS:** GENERAL – Identify the location of depositories located within the designated county boundaries of each local district SCU, for the purpose of accepting deposits from the respective local district SCU and/or all branch offices able to cash local district custodial parent child support checks.

**NYS COUNTY:** Enter the NYS County for each Depository or Branch office that the Bidder lists. The Bidder must refer to Appendix E for a listing of Support Collection Units and their locations to ensure each SCU is addressed.

**NAME OF DEPOSITORY OR BRANCH:** Enter name of Bidder's branch office or the available depository.

**ADDRESS:** Enter the address for each respective depository or branch.

**BUSINESS HOURS:** Enter the business hours for each respective depository or branch.

**ACCEPTS DEPOSITS:** Check to indicate depository's ability to accept deposits.

**NIGHT DEPOSITS:** Check to indicate depository's ability to accept night deposits.

**CHECK CASHING:** Check to indicate if the respective depository or branch is able to cash local district SCU custodial parent checks.



## BIDDER'S RESPONSE FORM AND INSTRUCTIONS

**FORM NAME:** LOCATION OF SERVICES

**FORM NUMBER:** BR-12

**INSTRUCTIONS:** GENERAL – Identify the location where transition activities and on-going operations will be coordinated from as required in Section 3.2 and 3.3 of this IFB.

**FUNCTION:** Indicate the function for which an address is being provided as either Transition or on-going Operations.

**ADDRESS:** Provide the name of the facility and the street address for each Transition activity or on-going Operations for the identified function.

**SERVICE:** For each address provided, indicate the respective service by placing a check in the corresponding columns.

LOCATION OF SERVICES

FUNCTION: \_\_\_\_\_

ADDRESS	Administrative Services	Computer Operations	Depository Location	Record Retention

**Form BR-12**

## BIDDER'S RESPONSE FORM AND INSTRUCTIONS

**FORM NAME:** DEBIT CARD TRANSACTION AND COST DETAILS

**FORM NUMBER:** BR-13

**INSTRUCTIONS:** The matrix provides Transaction and Cost Details for the custodial parent debit card transactions. Provide a per item cost for debit card services. Cardholder/Customer fees will not be subject to annual rate adjustment or price escalation.

### Debit Card Transaction and Cost Details

Description	Transaction/Cost Detail	Transaction Fee	Surcharge Fee
Balance Inquiry at Network ATMs	No Transaction Fee or Surcharge Fee allowable. See Sections 3.7 of this IFB	\$ 0.00	N/A
Balance Inquiry at all other ATMs	Transaction Fee may not exceed \$.50 per inquiry		N/A
Cash Withdrawals at Network ATMs	No transaction or surcharge fee for the first 2 withdrawals per month per child support account. Provide costs for the 3rd or more withdrawals per month per child support account. Transaction Fee no greater than \$.50 and no Surcharge Fee.		N/A
Cash Withdrawals at other than Network ATMs	Transaction Fee no greater than \$.50 per withdrawal.		
Declined Funds Transactions	Fee for attempts to withdraw cash from an ATM beyond the current debit card account balance. Transaction Fee no greater than \$.50 per attempt.		N/A

**Form BR-13 (page 1 - 3)**

**Point of Sale Transactions**

Description	Transaction/Cost Detail	Transaction Fee
Debit (PIN) without cash back	PIN based purchase transaction. No Transaction Fee.	\$ 0.00
Debit (PIN) with cash back	PIN based purchase transaction. No Transaction Fee.	\$ 0.00

**Teller Transactions**

Description	Transaction/Cost Detail	Transaction Fee
Withdrawal at Brandmark member financial institution	No Transaction Fee.	\$ 0.00

**Other Service Fees**

Description	Transaction/Cost Detail	Transaction Fee
Customer Service	Toll free 800 call center customer service inquiries. No fees will be permitted.	\$ 0.00
Web Based Customer Service	No fees will be permitted.	\$ 0.00
Account Maintenance Fee	Monthly fee for each card holder account. No fees will be permitted.	\$ 0.00
Account Statement	Monthly statement of debit card account. Must be provided upon cardholder request to the customer service call center. The statement must also be available to the cardholder via the debit card customer service web site.	\$0.00
Replacement Card (1 per year)	Fee for 1 replacement card per year per client debit card account. No fees will be permitted.	\$ 0.00
Replacement Card (greater than 1 per year)	Fee for each replacement card greater than 1 per year per client debit card account.	

**Form BR-13 (page 2 - 3)**

Requested Expedited Card Delivery	Fee for client requested expedited delivery of replacement debit card. Requires a 2 day delivery service.	
Required Expedited Card Delivery	Expedited delivery of replacement debit card due to non-receipt of initial debit card or Bidder error. Requires a 2 day delivery service. No Transaction Fee.	\$ 0.00
Overdraft Fee	Fee for the overdraft of a debit card account when there are insufficient funds available in the account.	
Maintenance of Inactive Accounts	No fees will be permitted	\$0.00

**Form BR-13 (page 3 - 3)**

## BIDDER'S RESPONSE FORM AND INSTRUCTIONS

**FORM NAME:** TECHNICAL RESPONSE MATRIX

**FORM NUMBER:** BR-14

**INSTRUCTIONS:** Provided on the Technical Response Matrix are specific Bid Response Order requirements as per Section 4.4 of this IFB. The Bidder must review each specification and its respective IFB reference, and indicate by checking Yes, No or Not Applicable (N/A), whether or not the Bidder is capable of meeting each requirement as specified and, where required, has provided additional narrative or information.

Failure to say Yes to each specific requirement other than BR-2 and BR-8 if not applicable may result in a proposal being removed from further consideration as noted in Section 2.3.1.1 of this IFB.

**\*Note:** For BR – 2, and BR - 8 if Not Applicable, 'N/A' must be checked.

## TEC NICAL RESPONSE MATRI

RESPONSE RE IREMENT	IFB REFERENCE	Completed and included:
Transmittal Letter includes and confirms the following:	4.4.1	Yes___ No ___
Bidder's letterhead	4.4.1	Yes___ No ___
Listing of officials authorized to bind the contract	4.4.1.1	Yes___ No ___
Statement that the individual signing the signature pages is authorized to bind the company, including an explanation of how that official's authorization has been conferred	4.4.1.2	Yes___ No ___
Valid for a minimum of one (1) year from the Closing Date for Receipt of Bids	1.10.1 and 4.4.1.3	Yes___ No ___
Minimum Qualifications of Bidders – Financial Institution licensed to conduct business in NYS, one branch within NYS boundaries, maintain a depository within a 35 mile radius of Albany, \$1 - \$19 million deposit ability representing large volumes of deposit transactions both paper and electronic (upwards of approximately 36,000 individual remittance devices) and process those deposits in accordance with accepted standards of the banking industry. As of September 30, 2014 the financial institution must have total assets of not less than \$3.3 billion and total deposits of not less than \$3.1 billion. The financial institution must provide an array of banking services as noted in Section 3 of this IFB.	1.5, 1.5.1 and 4.4.1.4	Yes___ No ___
Secured collateral	3.2.7.11 and 4.4.1.5	Yes___ No ___
Obligation to complete project	4.4.1.6	Yes___ No ___
Prices contained in Form BR-10A Financial Proposal-Fixed Price Summary are fixed for the entire term of the project	4.4.1.7	Yes___ No ___
Bidder's willingness and capability to execute and perform a contract	4.4.1.9	Yes___ No ___
Bidder's understanding that the prices contained in Form BR-13 are fixed for the entire term of the project	4.4.1.8	Yes___ No ___
Statement informing OTDA if Bidder has or has not been suspended or debarred from federally funded contracts or presence of any activity or investigation that could result in suspension or debarment from federally funded contracts	4.4.1.10	Yes___ No ___
Division of responsibility between OTDA, CSCE Contractor and the Bidder	4.4.1.11	Yes___ No ___
Authorized Signature to bind the Bidder	4.4.1.2	Yes___ No ___

### Form BR-14 (page 1 of 3)

FORM	TITLE	IFB REFERENCE	Completed and Included:
BR-	Contractor/Subcontractor Background Questionnaire	1.17	___Yes ___No
BR-	Contract Disputes and Terminations	1.5.4	___Yes ___No ___N/A
BR- A	Banking Experience – Private and Public Agencies – Corporate  Please refer to form instructions; this is a Minimum Qualification of Bidders	1.5.2	___Yes ___No ___Yes ___No
BR- B	Banking Experience - New York State Agencies/Office/Authorities – Corporate  Please refer to form instructions; this is a Minimum Qualification of Bidders	1.5.2	___Yes ___No
BR-	Banking Experience – Staff	3.2.2.1	___Yes ___No
BR-	Key Staff Resume	3.2.2.1	___Yes ___No
BR-	Task Description	3.2 and 3.3	___Yes ___No
BR-	Workplan	3.2 and 3.3	___Yes ___No
BR-	Bidder Suggested Revision	3.5	___Yes ___No ___N/A
BR-	Banking Services References	1.5.2	___Yes ___No
BR- A	Financial Proposal – Fixed Price Summary	3.2, 3.3 and 3.4	___Yes ___No
BR- B	Earnings Determination	3.2.7.5	___Yes ___No
BR-	Location of Depositories	3.2.5.1 and 3.2.5.2	___Yes ___No
BR-	Location of Services	3.2 and 3.3	___Yes ___No
BR-	Debit Card Transaction and Cost Details	3.7	___Yes ___No
BR-	Technical Response Matrix	4.4.2	___Yes ___No
.	Confidentiality Agreement	5.17	___Yes ___No
.	Non-Collusive Bidding Certification		___Yes ___No
.	MacBride Fair Employment Principals	Appendix A	___Yes ___No

Form BR- 4 page of )

.4	PLA Offerer's Certification and Affirmation of Understanding of and Agreement pursuant to State Finance Law	1.15	___Yes ___No
.5	Non-Construction For-Profit Vendor Responsibility Questionnaire	1.21	___Yes ___No
.	Offerer Disclosure of Prior Non-Responsibility Determinations	1.15	___Yes ___No
.	MWBE /EEO Policy Statement	1.17	
.	MWBE Subcontracting Utilization Plan	1.17	___Yes ___No
.	MWBE Subcontractors and/or Suppliers Letter of Intent to Participate	1.17	___Yes ___No

FORM	TITLE	IFB REFERENCE	Completed and Included:
.	EEO Staffing Plan	1.17	___Yes ___No
.	MWBE Goal Requirement Certification of Good Faith Efforts	1.17	
. 4	MWBE Request for Waiver Form (Not Required Unless Applying for Waiver)	1.17	
. 5	Bidder Application Form		
.	Subcontractor and Supplier Identification Form	1.22.4	

RESPONSE REQUIREMENT	IFB REFERENCE	Completed and included:
Additional Information:	4.4.3	
Organizational structure	4.4.3.1	___Yes ___No
Corporate financial status-Please Note that Bidders must meet the following Minimum Qualification to Bid – The Bidder must maintain a Kroll Bond Rating Agency (KBRA) financial rating of at least "B".	1.53 and 4.4.3.2	___Yes ___No
Transition Plan	3.2 and 4.4.3.3	___Yes ___No

Form BR- 4 page of )

## APPENDIX C

### SAMPLE DOCUMENTS

Appendix C contains information that may be useful to Bidders in completing their response to this IFB. This information is designed for that purpose only. The OTDA does not guarantee that any volumes presented herein will be prevalent during the term of the resultant contract.

The following information is presented herein:

- C-1 Statement of Account
- C-2 Recap of Posted Items Report
- C-3 Reconciliation Statement
- C-4 Reconciliation Reports:
  - C-4a Consolidated Report
  - C-4b Outstanding Settlement Report
  - C-4c Paid Only Report
  - C-4d Stop Report
- C-5 Account Reconciliation Report
- C-6 Verified Deposit Slip
- C-7 Samples of Existing Check Format:
  - C-7a Custodial Parent Check
  - C-7b SCU Check
- C-8 Sample Monthly Analysis Statement
- C-9 Electronic File Formats:
  - C-9a ACH Header Record Format for CCD+, CTX, IAT and PPD.
  - C-9b CCD+ Format
  - C-9c CTX Format
  - C-9d IAT Format
  - C-9e PPD Format
  - C-9f Image Cash Letter Format
  - C-9g CCD+/CTX Formats Glossary

# Statement of Account

## Customer service information

 Customer service: 1.888.

COUNTY SUPPORT COLLECTION UNIT

## Your Public Funds Interest Checking

for March 29, 2014 to April 25, 2014

Account number:

COUNTY SUPPORT COLLECTION UNIT

### Account summary

Beginning balance on March 29, 2014	\$198,917.88	# of deposits/credits: 50
Deposits and other credits	557,090.12	# of withdrawals/debits: 80
Withdrawals and other debits	-536,907.03	# of days in cycle: 27
Checks	-0.00	Average ledger balance: \$221,383.97
Service fees	-0.00	
<b>Ending balance on April 25, 2014</b>	<b>\$219,100.97</b>	

Sample C-1 (page 1 of 4)

## Your checking account

Bank

March 29, 2014 to April 25, 2014

### Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
03/31/14	NYS CHILD SUPPOR DES:END OF DAY ID:21 INDN: COUNTY CO ID: CCD		900687009503713	21,780.41
03/31/14	NYS CHILD SUPPOR DES:END OF DAY ID:21 INDN: COUNTY CO ID: CCD		900690004501927	9,922.87
03/31/14	NYS DOL UI DES:CSUP UI ID:043 INDN: COUNTY CO ID:XXXXXXXXXU CCD		900687007287172	228.45
04/01/14	NYS CHILD SUPPOR DES:NYS TAX ID:21 INDN: COUNTY CO ID: CCD		900691009185389	54,701.47
04/01/14	NYS CHILD SUPPOR DES:END OF DAY ID:21 INDN: COUNTY CO ID: CCD		900690004925662	38,077.32
04/01/14	NYS DOL UI DES:CSUP UI ID:043 INDN: COUNTY CO ID:XXXXXXXXXU CCD		900690002171915	50.62
04/02/14	NYS CHILD SUPPOR DES:END OF DAY ID:21 INDN: COUNTY CO ID: CCD		900691010979070	8,371.38
04/02/14	NYS DOL UI DES:CSUP UI ID:043 INDN: COUNTY CO ID:XXXXXXXXXU CCD		900691007093442	6,656.69
04/03/14	NYS CHILD SUPPOR DES:END OF DAY ID:21 INDN: COUNTY CO ID: CCD		900692008504589	12,727.04

Sample C-1 (page 2 of 4)

Bank

### Your checking account

| Account # | March 29, 2014 to April 25, 2014

#### Withdrawals and other debits - continued

Date	Transaction description	Customer reference	Bank reference	Amount
04/01/14	COUNTY DES:CH SUP DEP FL# INDN:SETT-BATCH CCD		900691006647761	-28,488.13
04/01/14	COUNTY DES:NY36043 FL# INDN:SETT-BATCH CO ID: CCD		900691006647818	-676.61
04/01/14	COUNTY DES:NY36043 FL# INDN:SETT-BATCH CO ID: CCD		900691010545976	-350.89
04/01/14	Summarized Debit			-1,428.12
04/02/14	COUNTY DES:CH SUP DEP FL# INDN:SETT-BATCH CO ID: CCD		900692002568230	-24,670.35
04/02/14	COUNTY DES:NY36043 FL# INDN:SETT-BATCH CO ID: CCD		900692007889624	-1,558.08
04/02/14	COUNTY DES:NY36043 FL# INDN:SETT-BATCH CO ID: CCD		900692002568287	-1,290.54
04/02/14	COUNTY DES:CH SUP DEP FL# INDN:SETT-BATCH CO ID: CCD		900692007889574	-14.39
04/02/14	Summarized Debit			-2,528.68
04/03/14	COUNTY DES:CH SUP DEP FL# INDN:SETT-BATCH CO ID: CCD		900693009912864	-15,409.65

Sample C-1 (page 3 of 4)

**Bank**

**Your checking account**

| March 29, 2014 to April 25, 2014

**Withdrawals and other debits - continued**

Date	Transaction description	Customer reference	Bank reference	Amount
04/24/14	COUNTY I CCD		900614007507761	-122.17
04/24/14	Summarized Debit			-5,265.10
04/25/14	COUNTY CCD		900615001771594	-4,843.31
04/25/14	COUNTY CCD	#	900615003989304	-314.78
04/25/14	COUNTY CCD		900615001771652	-4.60
04/25/14	Summarized Debit			-6,924.76
<b>Total withdrawals and other debits</b>				<b>-\$536,907.03</b>

Sample C-1 (page 4 of 4)

### Recap of Posted Item Report

BANK NO.	ACCOUNT NO.	0000487	TEAM NO.	000	RECAP OF POSTED ITEMS REPORT			COUNTY SUPPORT			DATE	04/29/14
					PAID ITEMS	CHECKS AMOUNT	ISSUES ITEMS	STOPS PLACED ITEMS	STOPS REMOVED ITEMS	CANCELLED ITEMS		
												AS OF 04-25-14
03-31-14	66	9,562.75	68	9,800.51								.00
04-01-14	21	1,428.12	38	3,181.49							2	661.42
04-02-14	33	2,528.68	31	3,117.52								.00
04-03-14	49	8,094.57	19	1,783.79								.00
04-04-14	46	5,010.68	93	9,221.84								.00
04-07-14	80	9,260.92	87	7,749.29								.00
04-08-14	29	2,570.43	30	1,835.65							3	1,049.00
04-09-14	42	3,616.35	27	8,368.14							1	132.00
04-10-14	50	5,127.41	21	5,977.41								.00
04-11-14	41	3,509.06	80	7,395.04							1	132.00
04-14-14	81	14,997.25	60	5,550.91								.00
04-15-14	18	1,546.65	50	2,461.78							1	278.00
04-16-14	27	4,033.26	26	5,104.41								.00
04-17-14	45	4,252.35	15	1,283.20								.00
04-18-14	50	4,744.10	78	9,236.96								.00
04-21-14	54	4,560.25	63	9,876.99							6	627.91
04-22-14	31	3,764.14	28	1,951.05								.00
04-23-14	38	8,136.63	19	2,508.46								.00
04-24-14	45	5,265.10	9	2,227.93							3	628.64
04-25-14	56	6,924.76	71	6,069.79								.00
<b>TOTALS</b>	<b>902</b>	<b>107,933.46</b>	<b>913</b>	<b>104,602.16</b>	<b>10</b>	<b>415.60</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>17</b>	<b>3,508.97</b>	

Sample C-2

## Reconciliation Statement

COMPANY:	COUNTY SUPPORT	ACCOUNT NUMBER:
BANK: 487		RECON PERIOD: 04/25/14
RECONCILIATION STATEMENT		
BANK		
RECONCILEMENT DEPARTMENT (ARP)		
MAIL STOP: MA6-545-02-14		
-----		
DDA STATEMENT SETTLEMENT		
PRIOR DDA BALANCE		\$ 198,917.88
CURRENT RECONCILED CHECKS	902	ITEMS 107,933.46 -
CURRENT PAID NO ISSUE	0	ITEMS .00 -
SUB TOTAL (PAID CHECKS)	902	ITEMS 107,933.46 =
DEPOSITS, CREDITS, & INTEREST	50	ITEMS 557,090.12 +
MISCELLANEOUS DEBITS	60	ITEMS 428,973.57 -
DEBIT ADJUSTMENTS	0	ITEMS .00 +
CREDIT ADJUSTMENTS	0	ITEMS .00 -
ENDING DDA BALANCE (CALCULATED)		\$ 219,100.97
ACTUAL DDA ENDING BALANCE		\$ 219,100.97
-----		
PRIOR PAID NO ISSUE - REMAINING (PNI FROM PREVIOUS STATEMENT)	0	\$ .00
PRIOR PAID NO ISSUE - ISSUED (PNI FROM PREVIOUS STATEMENT)	0	\$ .00
-----		
DEBIT SETTLEMENT		
CURRENT RECONCILED CHECKS	902	ITEMS \$ 107,933.46 +
CURRENT PAID NO ISSUE	0	ITEMS .00 +
MISCELLANEOUS DEBITS (POSTED THIS PERIOD)	60	ITEMS 428,973.57 +
DEBIT ADJUSTMENTS	0	ITEMS .00 -
CREDIT ADJUSTMENTS	0	ITEMS .00 +
TOTAL RECONCILIATION DEBITS		\$ 536,907.03
<p>NOTICE: IF CHECKS HAVE BEEN PAID AGAINST YOUR ACCOUNT FOR WHICH THE BANK HAS RECEIVED NO ISSUE RECORD, THE TOTAL OF SUCH CHECKS IS NOTED ABOVE IN THE CATEGORY 'PAID NO ISSUE.' THESE CHECKS ARE IDENTIFIED IN DETAIL ON YOUR RECONCILEMENT REPORTS WITH A CODE #1 AND CODE #3. PLEASE REVIEW THESE ITEMS AND PROVIDE THE ISSUE RECORD OR INSTRUCTIONS WITHIN TEN DAYS OF RECEIVING THIS REPORT.</p>		

Sample C-3 (page 1 of 2)

## Reconciliation Statement

COMPANY: COUNTY SUPPORT ACCOUNT NUMBER:  
BANK: RECON PERIOD: 04/25/14  
RECONCILIATION STATEMENT

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

DATE	CORRECTED SERIAL NUMBER	ORIGINAL SERIAL NUMBER	AMOUNT
040214	210059290	200059290	112.50
041014	210059759	219059759	53.30
041114	210059829	59829	24.90
042514	210060072	72	60.00

Sample C-3 (page 2 of 2)

# Consolidated Report

## CUSTOMER RECONCILIATION REPORT

TYPE OF REPORT		CUS. A/C NO		CUSTOMER NAME		DATE		PAGE		
CONSOLIDATED		487				04-25-14		1		
LINE	CHECK NUMBER	CHECK AMOUNT PAID O/S	DATE PAID	DATE ISSUED	REFERENCE NUMBER	CHECK NUMBER	DATE PAID	REFERENCE NUMBER	DATE ISSUED	DESCRIPTION COMMENTS
4	210049134	100.00	052711	040811		4	210047223	50.00	1030713	020413
4	210049135	30.00	052711	040811		4	210047224	16.01	080713	020513
4	210049136	95.00	100411	052911		4	210047225	25.50	080713	020513
4	210049137	23.74	020312	010912		4	210047226	3.32	080813	020613
4	210049138	58.00	021612	011312		4	210047227	100.00	080913	020713
4	210049139	189.58	101612	051812		4	210047228	11.53	081313	021113
4	210049140	33.50	050613	110212		4	210047229	10.96	082113	021913
4	210049141	6.00	050713	110512		4	210047230	11.53	082113	021913
4	210049142	190.00	050913	110712		4	210047231	6.71	082713	022513
4	210049143	70.00	051013	110812		4	210047232	10.93	082713	022513
4	210049144	3.00	051313	110912		4	210047233	6.00	082713	022513
4	210049145	1.00	051613	111412		4	210047234	25.00	082713	022513
4	210049146	1.28	051913	111612		4	210047235	158.88	091113	031213
4	210049147	41.52	052113	111912		4	210047236	63.27	091813	031913
4	210049148	19.24	052213	112012		4	210047237	6.70	091813	031913
4	210049149	1.15	052213	112012		4	210047238	3.76	092413	032513
4	210049150	87.49	052413	112012		4	210047239	4.12	092413	032513
4	210049151	2.50	062113	121212		4	210047240	6.03	092413	032513
4	210049152	123.00	061313	121212		4	210047241	10.00	092513	032613
4	210049153	21.00	061713	121412		4	210047242	32.15	092513	032613
4	210049154	35.12	061713	121412		4	210047243	26.94	092513	032613
4	210049155	20.00	061713	121412		4	210047244	118.00	092513	032613
4	210049156	8.08	061913	121812		4	210047245	43.61	093013	033113
4	210049157	11.54	061913	121812		4	210047246	10.00	100113	040113
4	210049158	21.00	062413	122112		4	210047247	50.00	100713	040513
4	210049159	50.00	062513	122112		4	210047248	12.50	100913	040913
4	210049160	2.86	062513	122112		4	210047249	1.23	101513	041513
4	210049161	20.08	062513	122412		4	210047250	75.00	101513	041513
4	210049162	3.46	062713	122612		4	210047251	49.00	102113	041913
4	210049163	6.66	070113	122812		4	210047252	24.22	102113	041913
4	210049164	1.00	070113	122812		4	210047253	3.03	102113	041913
4	210049165	1.00	070113	122812		4	210047254	6.00	102113	041913
4	210049166	3.46	072513	121313		4	210047255	20.00	102913	042913
4	210049167	3.46	072513	121313		4	210047256	270.00	110413	050313
4	210049168	12.23	072513	121413		4	210047257	12.00	110413	050313
4	210049169	65.42	072513	121413		4	210047258	49.00	111213	051013
4	210049170	7.00	072513	121413		4	210047259	1.94	111213	051013
4	210049171	1.81	072513	121413		4	210047260	10.00	111213	051013
4	210049172	1.07	072513	121413		4	210047261	8.21	111213	051013
4	210049173	9.92	072513	121413		4	210047262			

**TYPE OF REPORT**  
 UNPAID ONLY - OUTSTANDING ITEMS ONLY ON THIS REPORT.  
 PAID ONLY - PAID ITEMS ONLY ON THIS REPORT.  
 CONSOLIDATED - PAID & OUTSTANDING CHECKS OF SAME REPORT.

**EXPLANATION OF CODES**  
 1. CHECK PAID THIS PERIOD; NO OUTSTANDING ITEMS RECEIVED.  
 2. CHECK PAID OUTSTANDING PERIOD; OUTSTANDING ITEMS STILL NOT  
 3. CHECK PAID OUTSTANDING PERIOD; OUTSTANDING ITEMS STILL NOT  
 4. STOP BANKING IN RETURN; CHECK HAS NOT BEEN CASHED.  
 5. STOP PAYMENT IN EFFECT; CHECK PAID AND RETURNED.  
 6. FORCED ITEM DEDUCTED.  
 7. COMPANY ITEM DEDUCTED; NO OUTSTANDING ITEMS RECEIVED.  
 8. CANCELLED; MUSTIOUS PERIOD; OUTSTANDING ITEMS STILL NOT

**RECEIVED; MEMO ONLY; NOT AROUND INTO TOTALS.**  
 9. 3 YEAR RECORD RETENTION REQUIRED.  
 \*\*\* BANK ACCOUNT ONLY; CHECKS OUTSTANDING FOR THIS PERIOD.

Consolidated Report

TYPE OF REPORT		CUSTOMER RECONCILIATION REPORT										
CONSOLIDATED		DIV. NO	CUS. A/C NO	CUSTOMER NAME	DATE	PAGE						
		487	0		04-25-14	3						
ISSUE NO	CHECK NUMBER	CHECK AMOUNT PAID O/S	DATE PAID	REFERENCE NUMBER	DATE ASSUED	DESCRIPTION COMMENTS	CHECK NUMBER	CHECK AMOUNT PAID O/S	DATE PAID	REFERENCE NUMBER	DATE ISSUED	DESCRIPTION COMMENTS
4	210053761	2.22	032014		091813		210056186	6.00			120913	
4	210053762	17.00	040114		093013		210056327	60.00			121313	
4	210054025	225.00	102813		093013		210056371	11.54			121613	
4	210054059	256.15	040114		093013		210056392	8.30			121613	
4	210054137	25.00	040314		100213		210056394	92.00			121613	
4	210054154	39.97	040314		100213		210056409	6.76	020611		121613	
4	210054179	127.50	101513		100313		210056436	30.00			122413	
4	210054246	51.23	040714		100413		210056626	28.50			122413	
4	210054273	6.00	041614		101513		210056646	39.97	042114		122413	
4	210054857	1.46	042214		102113		210056648	1.92			122613	
4	210054596	10.19	042214		102113		210056652	3.08			122613	
4	210054636	159.09	040714	939253277	102813		210056659	155.00	041414	489265351	122613	
4	210054877	2.00			102813		210056751	5.83			123013	
4	210054877	1.74			102813		210056753	6.00			123013	
4	210054882	11.54			102813		210056755	11.54			123013	
4	210054888	5.00			102813		210056759	1.50			123013	
4	210054978	109.13			109113		210056819	1.50			123013	
4	210055011	15.00			110113		210056812	1.00			123013	
4	210055022	350.00	112513		110113		210056824	28.50			123113	
4	210055023	6.00			110113		210056834	4.15			123113	
4	210055102	6.00			110413		210056923	39.97			120314	
4	210055207	39.97	040714	939253277	110613		210056950	14.93	040714	5792056598	110614	
4	210055339	12.50			111213		210056954	50.00			110614	
4	210055361	1.23			111213		210057008	28.00			110614	
4	210055362	509.39	042514		111213		210057027	28.50			110714	
4	210055412	17.31	112513		111413		210057145	140.00			111014	
4	210055446	5.78			111513		210057193	248.00	040714	559252297	111314	
4	210055498	100.00			111513		210057212	36.00			111314	
4	210055544	3.46			111913		210057243	79.94	042114		111314	
4	210055597	21.82			111913		210057254	28.50			111414	
4	210055600	6.00			112013		210057268	24.69			111414	
4	210055616	27.92			113013		210057281	3.00			111514	
4	210055783	6.00			113013		210057297	12.00			111714	
4	210055844	204.50			120213		210057325	28.50			112214	
4	210055922	2.97			120213		210057455	25.00			112414	
4	210055954	15.03			120313		210057570	93.46			112814	
4	210055963	31.00			120313		210057661	34.50			112914	
4	210055991	75.00			120413		210057670	44.09			112914	
4	210056009	4.50			120513		210057741	25.00			113114	
4	210056072	11.79	040714	939253277	120513		210057779	20.19			120314	
4	210056073	39.97			120513		210057831	25.00			120414	
4	210056074	30.00			120513		210057852	28.50			120414	

REASON FOR REPORT

UNPAID ONLY - OUTSTANDING ITEMS ONLY ON THIS REPORT.  
 PAID ONLY - PAID ITEMS ONLY ON THIS REPORT.  
 CONSOLIDATED - PAID & OUTSTANDING CHECKS ON SAME REPORT.

EXPLANATION OF CODES

1. CHECK PAID THIS PERIOD; NO OUTSTANDING ITEMS RECORDED.  
 2. CHECK ITEM CANCELLED THIS PERIOD.  
 3. CHECK PAID PREVIOUS PERIOD-OUTSTANDING ITEMS STILL NOT RECEIVED, MEMO ONLY NOT APD INTO TOTALS.  
 4. STOP PAYMENT IN EFFECT; CHECK HAS NOT BEEN RECEIVED.

5. STOP PAYMENT IN EFFECT; CHECK PRESENTED AND RETURNED.  
 6. CHECK ITEM INDICATED.  
 7. CHECK ITEM CANCELLED; NO OUTSTANDING ITEMS REMAINING.  
 8. CANCELLED PREVIOUS PERIOD; OUTSTANDING ITEMS STILL NOT RECEIVED.

RECEIVED, MEMO ONLY NOT APD INTO TOTALS.  
 9. 1 YEAR RECORD RETENTION PERIOD.  
 \*\*\* (CHECK ACCOUNT ONLY) CHECKS OUTSTANDING FOR THIS PERIOD.

Consolidated Report

CUSTOMER RECONCILIATION REPORT

TYPE OF REPORT		CUSTOMER NAME		DATE		PAGE			
CONSOLIDATED				04-25-14		16			
S	D	DIV. NO	CUS. A/C NO	CHECK NUMBER	DATE PAID	CHECK AMOUNT PAID O/S	REFERENCE NUMBER	DATE ISSUED	DESCRIPTION COMMENTS
		487		210060311	042314	262.75	210060361	042514	
				210060312	042314	22.00	210060362	042514	
				210060313	042314	100.00	210060363	042514	
				210060314	042314	5.77	210060364	042514	
				210060315	042314	13.56	210060365	042514	
				210060316	042314	56.28	210060366	042514	
				210060317	042314	7.89	210060367	042514	
				210060318	042414	894.92	210060368	042514	
				210060319	042414	4.56	210060369	042514	
				210060320	042414	166.00	210060370	042514	
				210060321	042414	21.51	210060371	042514	
				210060322	042414	126.67	210060372	042514	
				210060323	042414	45.00	210060373	042514	
				210060324	042414	873.00	210060374	042514	
				210060325	042414	67.00	210060375	042514	
				210060326	042514	76.15	210060376	042514	
				210060327	042514	82.84	210060377	042514	
				210060328	042514	70.00	210060378	042514	
				210060329	042514	25.00	210060379	042514	
				210060330	042514	53.00	210060380	042514	
				210060331	042514	84.00	210060381	042514	
				210060332	042514	37.50	210060382	042514	
				210060333	042514	103.00	210060383	042514	
				210060334	042514	220.00	210060384	042514	
				210060335	042514	1.00	210060385	042514	
				210060336	042514	258.00	210060386	042514	
				210060337	042514	204.00	210060387	042514	
				210060338	042514	15.00	210060388	042514	
				210060339	042514	187.00	210060389	042514	
				210060340	042514	64.16	210060390	042514	
				210060341	042514	114.00	210060391	042514	
				210060342	042514	347.64	210060392	042514	
				210060343	042514	11.54	210060393	042514	
				210060344	042514	255.00	210060394	042514	
				210060345	042514	24.90	210060395	042514	
				210060346	042514	108.00	3016988539	021309	
				210060347	042514	12.00			
				210060348	042514	35.00			
				210060349	042514	75.00			
				210060350	042514	82.00			
				210060351	042514	77.00			
				210060352	042514	21.00			
				210060353	042514	50.00			
				210060354	042514	31.00			
				210060355	042514	64.00			
				210060356	042514	103.00			
				210060357	042514	12.00			
				210060358	042514	19.00			
				210060359	042514	50.00			
				210060360	042514				
				O/S	30,738.92	459GT PAID	107,933.46		

EXPLANATION OF CODES

1. CHECK PAID THIS PERIOD, NO OUTSTANDING ISSUES RECEIVED.  
 2. CHECK PAID THIS PERIOD, CHECK CANCELLED THIS PERIOD.  
 3. CHECK PAID THIS PERIOD, CHECK PAID BY OTHER BANK.  
 4. CHECK PAID THIS PERIOD, CHECK PAID BY OTHER BANK, CHECK NOT PAID BY BANK.  
 5. CHECK PAID THIS PERIOD, CHECK PAID BY OTHER BANK, CHECK NOT PAID BY BANK.  
 6. CHECK PAID THIS PERIOD, CHECK PAID BY OTHER BANK, CHECK NOT PAID BY BANK.  
 7. CHECK PAID THIS PERIOD, CHECK PAID BY OTHER BANK, CHECK NOT PAID BY BANK.  
 8. CHECK PAID THIS PERIOD, CHECK PAID BY OTHER BANK, CHECK NOT PAID BY BANK.  
 9. CHECK PAID THIS PERIOD, CHECK PAID BY OTHER BANK, CHECK NOT PAID BY BANK.

Sample C-4a (page 3 of 3)

## Outstanding Settlement Report

BANK NO.	0000487	TEAM NO.	000	OUTSTANDING SETTLEMENT REPORT
ACCOUNT NO.				COUNTY SUPPORT
PREVIOUS OUTSTANDING			37,994.79	
+ NEW ISSUES			104,602.16	
+ PAID-NO-ISSUES			.00	
+ STOPS REMOVED			.00	
- STOP PAYMENTS			415.60	
- CANCELLATIONS			3,508.97	
- PREV PNI ISSUE RECVD			.00	
- PREV STOP ISSUE RECVD			.00	
- PREV CANCEL ISS RECVD			.00	
- PAID CHECKS			107,933.46	
- PREV O/S DELETED			.00	
NEW OUTSTANDING			30,738.92	

Sample C-4b

Paid Only Report

TYPE OF REPORT		CUSTOMER RECONCILIATION REPORT										DATE	PAGE
PAID ONLY		CUS. A/C NO										04-25-14	1
CHECK NUMBER	CHECK AMOUNT PAID O/S	DATE PAID	REFERENCE NUMBER	DATE ISSUED	DESCRIPTION COMMENTS	CHECK NUMBER	CHECK AMOUNT PAID O/S	DATE PAID	REFERENCE NUMBER	DATE ISSUED	DESCRIPTION COMMENTS		
210054730	159.88	040714	9392532770	102113		210058899	69.00	033114	4492301216	03031114			
210055761	5.76	042514	4752713988	112613		210058929	12.45	033114	4492098442	03031114			
210056073	39.97	040714	9392532771	102513		210058936	82.84	040714	5792285809	03031114			
210056659	155.00	041414	4852658754	122613		210058939	16.84	041414	8892460197	03031114			
210056950	14.93	040714	5792056598	101614		210058945	12.00	040914	4192881224	03031114			
210057916	248.00	040714	5582525956	202614		210058952	248.00	040714	5592525940	03031114			
210058107	14.00	040314	8552919731	102114		210058953	12.45	040314	4792057148	03031114			
210058122	24.00	040414	5332911654	102114		210058954	12.00	040314	4792784148	03031114			
210058219	14.93	040714	5792056599	102184		210058961	1.62	033114	9626389540	03031114			
210058333	99.00	041414	4852658755	102214		210058973	140.00	033114	9592813787	03031114			
210058480	1.25	041414	4852784350	1022614		210058991	25.00	040714	5592801799	03031114			
210058497	34.00	042314	8852563562	1022514		210059029	11.53	040914	4192881225	03031114			
210058506	35.00	040714	4752219377	1022814		210059042	12.50	040714	0992675013	03031114			
210058510	332.71	040714	5792056594	1022814		210059046	42.00	040714	0992383319	03031114			
210058512	50.00	040314	8652007383	1022814		210059052	90.00	040714	5292319254	03031114			
210058520	72.00	040214	5952053881	1022814		210059072	84.00	040414	5292334407	03031114			
210058522	27.00	040314	8652007384	1022814		210059074	16.98	040314	5292334407	03031114			
210058592	288.25	040414	5392910823	1030314		210059075	17.31	040314	5192657735	03031114			
210058594	14.93	040714	5792056597	1030314		210059076	147.00	040714	5592877656	03031114			
210058599	248.00	040714	5582525959	1030314		210059077	34.00	040814	6142395362	03031114			
210058600	27.00	040314	8652007385	1030314		210059078	122.05	040914	4192881226	03031114			
210058639	3.00	042114	5892959053	1030414		210059079	284.88	040314	9592656099	03031114			
210058649	3.00	042114	5892959053	1030414		210059081	70.00	033114	4592478587	03031114			
210058655	5.00	040914	0492562955	1030414		210059082	12.00	041414	8384565656	03031114			
210058668	79.00	040714	5582525958	1030514		210059094	69.00	033114	4492301217	03031114			
210058670	42.00	040414	0992283321	1030414		210059095	49.00	041714	5592081420	03031114			
210058680	284.70	041014	4392616689	1030414		210059112	86.85	033114	3292953010	03031114			
210058707	3.00	040314	5132654492	1030514		210059116	22.92	033114	1092210650	03031114			
210058725	25.00	040914	0452562956	1030614		210059118	93.46	040714	5792286262	03031114			
210058730	25.00	040314	5192145001	1030614		210059121	23.00	040314	5092323310	03031114			
210058738	82.84	040714	5792285811	1030714		210059128	36.00	033114	4492301218	03031114			
210058761	22.00	040914	5892959054	1030814		210059133	52.00	040314	4492301219	03031114			
210058765	62.00	041414	4852658756	1030714		210059135	50.00	033114	9692066843	03031114			
210058774	49.98	041414	0892128126	1030714		210059140	29.77	040114	6192071570	03031114			
210058825	72.00	040114	4752240375	1031014		210059151	16.57	033114	4392802331	03031114			
210058826	11.53	040914	4192881240	1031014		210059152	33.00	040314	4492301220	03031114			
210058832	11.53	040914	4192881240	1031014		210059156	33.00	040314	4492301221	03031114			
210058852	42.00	040414	0992283322	1031014		210059158	5.77	042414	4592852510	03031114			
210058864	48.05	040814	5992164228	1031014		210059158	30.44	040314	0492258186	03031114			
210058872	200.00	040314	0492258204	1031014		210059164	180.00	040414	8792920383	03031114			
210058876	12.14	042314	4392439455	1031014		210059169	62.64	040714	5792285810	03031114			
210058882	34.00	040814	6142983360	1031114		210059176	44.00	033114	4292805293	03031114			
210058892	66.00	042114	8392603549	1031114		210059179	202.00	040214	4892829480	03031114			
210058897	122.00	043114	4592144865	1031114		210059182	202.00	040414	6142985130	03031114			

TYPE OF REPORT: PAID ONLY

EXPLANATION OF CODES:

- CHECK PAID THIS PERIOD; NO OUTSTANDING ITEMS DEBITED.
- COMBET ITEM CANCELLED THIS PERIOD.
- STOP PAYMENT IN EFFECT; CHECK PRESENTED AND RETURNED.
- FORCED ITEM CREDITED.
- COMBET ITEM CANCELLED; NO OUTSTANDING ITEMS RECEIVED.
- CHECK PAID THIS PERIOD; NO OUTSTANDING ITEMS DEBITED.
- COMBET ITEM CANCELLED; NO OUTSTANDING ITEMS DEBITED.
- STOP PAYMENT IN EFFECT; CHECK PRESENTED AND RETURNED.
- FORCED ITEM CREDITED.
- COMBET ITEM CANCELLED; NO OUTSTANDING ITEMS RECEIVED.
- CHECK PAID THIS PERIOD; NO OUTSTANDING ITEMS DEBITED.

RECEIVED: MONO ONLY; NOT MONO USED TOTALS.

1 YEAR RECORD RETENTION EXP. DATE.

\*\*\*BANK ACCOUNT ONLY; CHECKS OUTSTANDING FOR THIS PERIOD.





Stop Report

CUSTOMER RECONCILIATION REPORT

TYPE OF REPORT		CUSTOMER NAME		DATE		PAGE				
STOP REPORT		SUPPORT		04-25-14		3				
CHECK NUMBER	CHECK AMOUNT PAID O/S	DATE PAID	REFERENCE NUMBER	DATE ISSUED	CHECK NUMBER	CHECK AMOUNT PAID O/S	DATE PAID	REFERENCE NUMBER	DATE ISSUED	DESCRIPTION COMMENTS
4 210053761	2.22	032014		031813						
4 210054025	17.00	040114		033013						
4 210054059	225.00	102813		033013						
4 210054090	256.15	040114		033013						
4 210054137	25.00	040314		030213						
4 210054179	39.97	040414		030313						
4 210054246	127.50	101513		030413						
4 210054273	51.23	040714		030413						
4 210054470	6.00	041614		015113						
4 210054657	1.46	042214		021113						
4 210054696	10.19	042214		021113						
4 210055092	250.00	112513		011413						
4 210055412	17.31	112513		011413						
4 210056409	8.76	020614		021613						
TOTAL	1,609.23	2107								

EXPLANATION OF CODES  
 1. CHECK PAID THIS PERIOD; NO OUTSTANDING ISSUES RECEIVED.  
 2. CURRENT ITEM CANCELLED THIS PERIOD.  
 3. CHECK PAID PREVIOUS PERIOD; OUTSTANDING ISSUE STILL NOT  
 4. STOP PAYMENT IN EFFECT; CHECK HAS NOT BEEN PRESENTED.  
 5. STOP PAYMENT IN EFFECT; CHECK PRESENTED AND RETURNED.  
 6. FORCED ITEM UNPAID.  
 7. CHECK ITEM CANCELLED; NO OUTSTANDING ISSUES RECEIVED.  
 8. CANCELLED PREVIOUS PERIOD; OUTSTANDING ISSUE STILL NOT  
 9. \*\*BANK ACCOUNT ONLY\*\* CHECKS OUTSTANDING FOR THIS PERIOD.  
 10. RECEIVED MEMO ONLY, NOT ADDED INTO TOTAL.  
 11. 3 YEAR EXPIRED EXTENSION EXPIRES.

TYPE OF REPORT  
 UNPAID ONLY - OUTSTANDING ITEMS ONLY ON THIS REPORT.  
 PAID ONLY - PAID ITEMS ONLY ON THIS REPORT.  
 CONSOLIDATED - PAID & OUTSTANDING CHECKS ON SAME REPORT.

Sample C-4d (page 2 of 2)

## Account Reconciliation Report

### Previous Day All Data Summary and Detail with Text Report

Company: New York State OTDA  
 Requestor :  
 Run Date: 08/05/2014 16:58:29 EDT  
 As of: 04/25/2014

County Support Unit | USD | As of: 04/25/2014

#### Summary Balances

Transaction	Amount
Opening Ledger Balance (010)	216,863.57
Closing Ledger Balance (015)	219,100.97
Average Closing Ledger MTD (020)	221,383.37
Opening Avail Balance (040)	219,100.97
Collected/Closing Avail Bal (045)	219,100.97
Average Collected Balance MTD (050)	221,383.37
1 Day Float (072)	0.00
Float Adjustment (073)	0.00
2 or More Days Float (074)	0.00
3 or More Days Float (075)	0.00
4 Day Float (079)	0.00
5 Day Float (080)	0.00
6 Day Float (081)	0.00

#### Summary Totals

Transaction	Amount	0 Day	1 Day Float	2+ Day Float	Count
Total Credits (100)	14,524.65	0.00	0.00	0.00	2
Total ACH Credits (140)	14,524.65				2
Total Debits (400)	12,087.45				59
Total ACH Debits (450)	5,162.89				3
Total Checks Paid Debit (470)	6,924.76				56

Sample C-5 (page 1 of 3)

## Account Reconciliation Report

Detail Credits								
Transaction	Amount	0 Day	1 Day Float	2+ Day Float	Bank Ref	Cust Ref		
Preauthorized ACH Credit (165)	13,895.73				900614010263720	0000000000 0		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; background-color: #f2f2f2;">Text</td> <td>NYS CHILD SUPPOR DES:END OF DAY ID:21 INDN:</td> </tr> </table>							Text	NYS CHILD SUPPOR DES:END OF DAY ID:21 INDN:
Text	NYS CHILD SUPPOR DES:END OF DAY ID:21 INDN:							
Preauthorized ACH Credit (165)	629.12				900614007982077	0000000000 0		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; background-color: #f2f2f2;">Text</td> <td>NYS DOL UI DES:CSUP-UI ID:043 INDN:</td> </tr> </table>							Text	NYS DOL UI DES:CSUP-UI ID:043 INDN:
Text	NYS DOL UI DES:CSUP-UI ID:043 INDN:							
<b>Credit Totals</b>	<b>14,524.85</b>							
Detail Debits								
Transaction	Amount	0 Day	1 Day Float	2+ Day Float	Bank Ref	Cust Ref		
ACH Settlement Debit (466)	4,843.31				900615001771594	00000000000		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; background-color: #f2f2f2;">Text</td> <td>COUNTY DES:CH SUP DEP FL# 14114000953 INDN:SETT-E CCD</td> </tr> </table>							Text	COUNTY DES:CH SUP DEP FL# 14114000953 INDN:SETT-E CCD
Text	COUNTY DES:CH SUP DEP FL# 14114000953 INDN:SETT-E CCD							
ACH Settlement Debit (466)	314.78				900615003989304	00000000000		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; background-color: #f2f2f2;">Text</td> <td>COUNTY DES:NY36043 FL# 14115000855 INDN:SETT-I CCD</td> </tr> </table>							Text	COUNTY DES:NY36043 FL# 14115000855 INDN:SETT-I CCD
Text	COUNTY DES:NY36043 FL# 14115000855 INDN:SETT-I CCD							
ACH Settlement Debit (466)	4.60				900615001771652	00000000000		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; background-color: #f2f2f2;">Text</td> <td>COUNTY DES:NY36043 FL# 14114000954 INDN:SETT-I CCD</td> </tr> </table>							Text	COUNTY DES:NY36043 FL# 14114000954 INDN:SETT-I CCD
Text	COUNTY DES:NY36043 FL# 14114000954 INDN:SETT-I CCD							

Sample C-5 (page 2 of 3)

### Account Reconciliation Report

Checks Paid Debit (475)	62.50	813004792550393	000210060138
Checks Paid Debit (475)	60.00	813004792507167	00000000072
Checks Paid Debit (475)	55.00	813000492259333	000210060252
Checks Paid Debit (475)	50.00	813004792507106	000210060159
Checks Paid Debit (475)	45.00	813009392422891	000210060097
Checks Paid Debit (475)	37.50	813004792508895	000210060139
Checks Paid Debit (475)	37.50	813004792508896	000210060216
Checks Paid Debit (475)	36.00	813004692844330	000210060266
Checks Paid Debit (475)	35.00	813004692655992	000210060154
Checks Paid Debit (475)	33.00	813009492361315	000210060047
Checks Paid Debit (475)	26.55	813009392092903	000210060200
Checks Paid Debit (475)	25.00	813009392422797	000210059904
Checks Paid Debit (475)	24.40	813009392422889	000210060234
Checks Paid Debit (475)	23.08	813000492258463	000210060226
Checks Paid Debit (475)	15.00	813009392422879	000210060186
Checks Paid Debit (475)	11.54	813004792507938	000210060171
Checks Paid Debit (475)	11.54	813004792509419	000210060204
Checks Paid Debit (475)	11.53	813004792507164	000210060010
Checks Paid Debit (475)	11.53	813004792507163	000210060246
Checks Paid Debit (475)	8.66	813009392399760	000210060278
Checks Paid Debit (475)	8.50	813004692859862	000210060272
Checks Paid Debit (475)	5.76	813004792713988	000210055761
<b>Debit Totals</b>	<b>12,087.45</b>		

Sample C-5 (page 3 of 3)

Verified Deposit Slip

Bank

ACH R/T 021000322

Deposits are credited subject to verification and Bank of America's terms and conditions. Funds may not be available for immediate withdrawal. Items are credited subject to final payment.

U.S. Dollars: Cents

**ENC**

Deposit Ref. Number  
Date

AC 483016888885  
NYS CHILD SUPPORT  
PROCESSING CENTER  
PO BOX 15038  
ALBANY, NY 12212

Total Item Count:

Total Deposit

\$

ENCODED CHECKS

⑈ 10042768 ⑆ 540040054 ⑆

Sample C-6

**SAMPLE CUSTODIAL PARENT CHECK**

HERKIMER SUPPORT COLLECTION UNIT

**CHECK # 0604035068**

**NOT NEGOTIABLE**

129 DELAWARE STREET

CARDINAL NY 15505-0000

RECEIPT DATE

AMOUNT

00/00/00	000000000.00
00/00/00	000000000.00
00/00/00	000000000.00
00/00/00	000000000.00

CHECK NUMBER: 0604035068

DATE: 11/15/2001

AMOUNT: 00000000100.00

RESPONDENT NAME: REFUND, NINETYNINE

CLIENT NAME: GOTIT, GLADYS

RESPONDENT SSN: 999-99-9999

ACCOUNT NUMBER: BE5205122

USDL:

FIPS: 136088

**IMPORTANT**

The enclosed check is only valid for 183 days. If you hold the check for more than 80 days before cashing it, the check may not clear the Chase Manhattan Bank account before the 183 days expire. If so, the check will not be paid and you may have to pay bank fees.

**PLEASE CASH THE CHECK AS SOON AS POSSIBLE**

↓ *To Remove Document Fold and Tear Along This Perforation* ↓

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

HERKIMER SUPPORT COLLECTION UNIT

THE CHASE MANHATTAN BANK  
33 LAND STREET  
NEW YORK, N. Y. 10041

1-2

129 DELAWARE STREET

CARDINAL NY 15505-0000

DATE  
11/15/2001

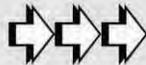
CHECK NO.  
0604035068

310

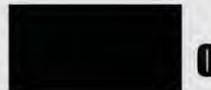
78C555016

VOID AFTER 90 DAYS

**CHECK AMOUNT**



PAY



\$\*\*\*\*\*100.00

**SAMPLE CUSTODIAL PARENT CHECK**

**ONLY**  C1

**PAY** ONE HUNDRED DOLLARS/ZERO CENTS\*\*\*\*\*

**TO THE ORDER OF:**



GOTIT, GLADYS  
5 FLORENCE ST.  
CARDINAL NY 15505-0000

ACCT# BE52051Z2

USDL

DIRECTOR

CHILD SUPPORT PROCESSING CENTER

||'090876563||' |: 034000038:918707057||'

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

Sample C-7a (2 of 2)

**SAMPLE SCU CHECK**

**ALBANY SUPPORT  
COLLECTION UNIT**

**CHECK # 009999999**

**ONE WAY STREET**

**NOT NEGOTIABLE**

**ALBANY**

**NY 12207-0000**

**Payee Address:** HERKIMER COUNTY SCU

**DAY, HAPPY**

P.O.BOX 33333

ALBANY, NY 12212-5310

CHECK NUMBER 009999999

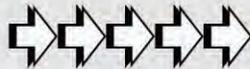
DATE	11/15/2001	AMOUNT	0000000001.50
------	------------	--------	---------------

RECEIPT DATE	AMOUNT	USDL	
11/13/2001	0000000001.50	ACCOUNT NUMBER	BZO1209W2
00/00/00	0000000000.00	RESPONDENT SSN	000-99-0099
00/00/00	0000000000.00	RESPONDENT NAME	DAY, GREG
00/00/00	0000000000.00	FIPS	236085

THIS MULT-RINE AREA OF THE DOCUMENT CHANGES COLLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREA BOTH TOP AND BOTTOM

		<b>DATE</b>	<b>CHECK NO.</b>	<b>1-2</b>
<b>ALBANY SUPPORT COLLECTION UNIT</b>		<b>11/15/2001</b>	<b>009999999</b>	<b>310</b>
	THE CHASE MANHATTAN BANK 33 LAND STREET NEW YORK, N. Y. 10041			
<b>ONE WAY STREET ALBANY</b>				
<b>NY 12207-0000</b>		78C555016	VOID AFTER 90 DAYS	

**CHECK AMOUNT**



**PAY 1**

**5**

**\$\*\*\*\*\*1.50**

Sample C-7b (1 of 2)

**SAMPLE SCU CHECK**

**ONLY**

CT  
S

**PAY**

ONE DOLLAR/FIFTY  
CENTS\*\*\*\*\*

**TO THE ORDER OF:**

HERKIMER COUNTY SCU  
DAY, HAPPY  
P. O. BOX 33333  
ALBANY  
NY 12212-5310

ACCT# BZO1209W2

**USDL**



DIRECTOR

CHILD SUPPORT PROCESSING CENTER

||'090876563||' |: 034000038:918707057||'

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

Sample C-7b (2 of 2)



## Monthly Analysis Statement

ANALYSIS STATEMENT				
BANK	Member FDIC			
	PUBLIC FUNDS INT CKG-PREFERRE 01			
	BANK AND COST CENTER NUMBER 487			
	DATE PREPARED 07-03-14			
BANK	MONTH ENDING 06-30-14			
ATTN: COUNTY SUPPORT COLLECTION UNIT	MONTHLY SETTLEMENT 06-30-14			
	SETTLEMENT & ACCOUNT TYPE INVOICE 570			
	OFFICER NUMBER XTKWR			
	PAGE 2 OF 2			
SERVICE	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
GENERAL ACH SERVICES				
ACH RETURN ITEM	2	.0000	.00	0.00
ACH OUTPUT-FILE	1	.0000	.00	0.00
ACH MONTHLY MAINTENANCE	3	.0000	.00	0.00
ACH INPUT-FILE	62	.0000	.00	0.00
ACH BLOCKS AUTH INSTRUCTIONS	2	.0000	.00	0.00
ACH BLOCKS AUTH MAINTENANCE	1	.0000	.00	0.00
ACH ORIGINATED ADDENDA	1,581	.0000	.00	0.00
DELETE/REVERSAL BATCH/FILE	1	.0000	.00	0.00
ACH STANDARD RPTS-ELECTRONIC	2	.0000	.00	0.00
ACH CONSUMER ON US CREDITS	409	.0080	3.27	7,506.50
ACH CONSUMER OFF US CREDITS	11,488	.0080	91.90	210,965.41
ACH CORPORATE ON US CREDITS	800	.0080	6.40	14,691.82
ACH CORPORATE OFF US CREDITS	781	.0080	6.25	14,347.49
ACH CREDIT RECEIVED ITEM	56	.0000	.00	0.00
ACH DEBIT RECEIVED ITEM	89	.0000	.00	0.00
WIRE TRANSFER				
ELEC WIRE OUT-DOMESTIC	1	3.0000	3.00	6,886.79
ACCOUNT RECONCILIATION				
ARP STALE TO STOP ITEM	44	1.0000	44.00	101,006.29
ARP FULL PPAY MAINT-PPR SUPP	1	.0000	.00	0.00
ARP FULL PPAY INPUT PER ITEM	3,766	.0275	103.57	237,755.03
ARP VOID CANCEL ITEMS	42	.0000	.00	0.00
ARP STALE DATE MAINT	2	.0000	.00	0.00
POSITIVE PAY EXCEPTIONS	2	.0000	.00	0.00
IMAGE				
IMAGE ARCHIVE-7 YEARS	3,379	.0000	.00	0.00
IMAGE MAINTENANCE CPO	1	.0000	.00	0.00
MISCELLANEOUS				
CHECK COPY	1	.0000	.00	0.00
CHECK CASHED-NON CUSTOMER	2	.0000	.00	0.00
NONRELATIONSHIP CUST CK CASHED	136	.0000	.00	0.00
			xxxxxxxxxx	xxxxxxxxxxxxxx
TOTAL SERVICE CHARGES			802.79	1,842,882.70

Sample C-8 (page 2 of 2)

**Electronic File Formats**

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

Sample C-9a (page 1 of 2)

Electronic File Formats

Company/Batch Header Record Format – Record Type 5

Table 2

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

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

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

Sample C-9a (page 2 of 2)

Electronic File Formats

Table 3

CCD+ Entry Detail Record Format – Record Type 6

Field	Position	Length	Data Element	Format	Mandatory Values	Inclusion Requirement	Data Element Description
1	01 to 01	1	Record Type Code	N	6	Mandatory	Identifies the record as an Entry Detail Record.
2	02 to 03	2	Transaction Code	N	22	Mandatory	Identifies the credit as a deposit to a checking account.
3	04 to11	8	Receiving DFI Identification	A/N		Mandatory	Identifies the RDFI receiving the entries. 0210 Federal Reser e outing Sym ol 002 nstitution Num er
4	12 to 12	1	Check Digit	N	1	Mandatory	Ninth digit of the RDFI's Routing Number. Validates the number to insure it was not altered during transmission.
5	13 to 29	17	DFI Account Number	A/N		Mandatory	NYSCSPC Bank Account Number.
6	30 to 39	10	Amount	Currency		Mandatory	Dollar amount of the employee's child support obligation. \$0 must not be entered unless the record is serving as a pre-note.
7	40 to 54	15	Identification Number	A/N		Optional	Number meaningful to the employer for tracing purposes.
8	55 to76	22	Receiving Company Name	A/N		Mandatory	Name of the county SCU to which the employer/state makes payments.
9	77 to78	2	Discretionary Data	A/N		Optional	Codes significant to the ODFI.
10	79 to79	1	Addenda Record Indicator	N	1	Mandatory	Indicates the existence of an Addenda Record.
11	80 to 94	15	Trace Number	N		Mandatory	Number that uniquely identifies the entry. 80 to 87: Routing Number of the ODFI 88 to 94: Entry Detail Sequence Number - assigned in ascending order to entries within each batch.

Sample C-9b (page 1 of 3)

Electronic File Formats

CCD+ Addenda Record Format – Record Type 7

Table 4

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

Sample C-9b (page 2 of 3)

**Electronic File Formats**

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

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

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

**Table 5**

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

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

**Table 6**

Sample C-9b (page 3 of 3)

**Electronic File Formats**

**Table 7**

**C-TX Entry Detail Record Format – Record Type 6**

Field	Position	Length	Data Element	Format	Mandatory Values	Inclusion Requirement	Data Element Description
1	01 to 01	1	Record Type Code	N	6	Mandatory	Identifies the record as an Entry Detail Record.
2	02 to 03	2	Transaction Code	N	22	Mandatory	Identifies the credit as a deposit to a checking account.
3	04 to11	8	Receiving DFI Identification	A/N		Mandatory	Identifies the RDFI receiving the entries.
4	12 to 12	1	Check Digit	N	1	Mandatory	Ninth digit of the RDFI's Routing and Transit Number. Validates the number to insure it was not altered during transmission.
5	13 to 29	17	DFI Account Number	A/N		Mandatory	NYSOSPC Bank Account Number.
6	30 to 39	10	Amount	Currency		Mandatory	Dollar amount of the employee's child support obligation. \$0 must not be entered unless the record is serving as a pre-note.
7	40 to 54	15	Identification Number	A/N		Optional	Number meaningful to the employer for tracing purposes.
8	55 to 58	4	Number of addenda records	N		Mandatory	Count of Addenda Records associated with the Entry Detail Record.
9	59 to 74	16	Receiving Company Name	A/N		Mandatory	Name of the county SCU to which the employer/state makes payments. or multi county payments NYSOSPC is entered.
10	75 to 76	2	Reserved	Blank	Bb	N/A	Reserved for future ACH use.
11	77 to78	2	Discretionary Data	A/N		Optional	Codes significant to the ODFI.
12	79 to79	1	Addenda Record Indicator	N	1	Mandatory	Indicates the existence of an Addenda Record.
13	80 to 94	15	Trace Number	N		Mandatory	Number that uniquely identifies the entry. 80 to 87: Routing Number of the ODFI 88 to 94: Entry Detail Sequence Number - assigned in ascending order to entries within each batch.

Sample C-9c (page 1 of 7)

Electronic File Formats

Table 8

CTX Addenda Record Format – Record Type 7

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

Sample C-9c (page 2 of 7)

Electronic File Formats

Table 9

A820 Transaction Set		Mandatory Values		
Field	Field Length	Data Element	Inclusion Requirement	Mandatory Values
	3/3	Segment name	Mandatory	ISA
	1/1	Data Element Separator	Mandatory	*
ISA01	2/2	Authorization Information Qualifier	Mandatory	
	1/1	Data Element Separator	Mandatory	*
ISA02	10/10	Authorization Information	Mandatory	
	1/1	Separator	Mandatory	*
ISA03	2/2	Security Information Qualifier	Mandatory	
	1/1	Data Element Separator	Mandatory	*
ISA04	10/10	Security Information	Mandatory	
	1/1	Data Element Separator	Mandatory	*
ISA05	2/2	Interchange ID Qualifier	Mandatory	
	1/1	Data Element Separator	Mandatory	*
ISA06	15/15	Interchange Sender ID	Mandatory	
	1/1	Data Element Separator	Mandatory	*
ISA07	2/2	Interchange ID Qualifier	Mandatory	
	1/1	Data Element Separator	Mandatory	*
ISA08	15/15	Interchange Receiver ID	Mandatory	
	1/1	Data Element Separator	Mandatory	*
ISA09	6/6	Interchange Date	Mandatory	
	1/1	Data Element Separator	Mandatory	*
ISA10	4/4	Interchange Time	Mandatory	
	1/1	Data Element Separator	Mandatory	*
ISA11	1/1	Interface Control Standards Identifier	Mandatory	
	1/1	Data Element Separator	Mandatory	*
ISA12	5/5	Interchange Version Control Number	Mandatory	
	1/1	Data Element Separator	Mandatory	*
ISA13	9/9	Interchange Control Number	Mandatory	

Sample C-9c (page 3 of 7)

Electronic File Formats

Table 9

A820 Transaction Set					
	1/1	Data Element Separator	Mandatory	*	
ISA14	1/1	Acknowledgment Requested	Mandatory		Used by the sender to request an interchange acknowledgment.
	1/1	Data Element Separator	Mandatory	*	
ISA15	1/1	Test Indicator	Mandatory		Indicates if the data in the interchange is test or production.
	1/1	Data Element Separator	Mandatory	*	
ISA16	1/1	Sub-element Separator	Mandatory		Reserved for future expansion.
	1/1	Segment Separator	Mandatory		
	2/2	Segment Name	Mandatory	GS	
	1/1	Data Element Separator	Mandatory	*	
GS01	2/2	Functional Identifier Code	Mandatory		Identifies a group of application related transaction sets. For the 820 Payment Order/Remittance Advice, the value is "PA".
	1/1	Data Element Separator	Mandatory	*	
GS02	2/15	Application Senders Code	Mandatory		Identifies the Sender.
	1/1	Data Element Separator	Mandatory	*	
GS03	2/15	Application Receivers Code	Mandatory		Identifies the Receiver.
	1/1	Data Element Separator	Mandatory	*	
GS04	6/6	Date	Mandatory		YYMMDD
	1/1	Data Element Separator	Mandatory	*	
GS05	4/6	Time	Mandatory		HMMSS. H = 00-24. SS is optional.
	1/1	Data Element Separator	Mandatory	*	
GS06	1/9	Group Control Number	Mandatory		Number assigned and maintained by the Sender, must be identical to the number in GE02.
	1/1	Data Element Separator	Mandatory	*	
GS07	1/2	Responsible Agency code	Mandatory		Used with GS03 to identify the issuer of the standard.
	1/1	Data Element Separator	Mandatory	*	
GS08	1/12	Version/Release/ Industry Identifier Code	Mandatory		Indicates the version, release, sub-release and industry identifier of the EDI standard being used. Positions 1-3 designate the Version Number, Positions 4-6 designate the Release and Sub-release level of the version; Positions 7-12 designate the Industry or Trade Association ID.
	1/1	Segment Separator	Mandatory	*	
	2/2	Segment Name	Mandatory	ST	Identifies the segment.
ST01	3/3	Transaction Set Identifier Code	Mandatory		Uniquely identifies the transaction set. The value must be "820".
	1/1	Data Element Separator	Mandatory	*	
ST02	4/9	Transaction Set Control number	Mandatory		Unique control number assigned by the originating company.
	1/1	Segment Separator	Mandatory	*	
	3/3	Segment Name	Mandatory	BPR	
BPR01	1/1	Transaction Code	Mandatory		Designates the action to be taken.

Sample C-9c (page 4 of 7)

Electronic File Formats

Table 9

A820 Transaction Set					
	1/1	Data Element Separator	Mandatory	*	
BPR02	1/15	Monetary Amount	Mandatory		Total amount of all of the payments sent. The number will include the decimal point.
	1/1	Data Element Separator	Mandatory		
BPR03	1/1	Credit/Debit Code	Mandatory	C	*C* Indicates a credit to the receiver and a debit to the originator.
	1/1	Data Element Separator	Mandatory	*	
BPR04	3/3	Payment Method Code	Mandatory		Indicates the transfer method.
	1/1	Data Element Separator	Mandatory	*	
BPR05	1/10	Payment Format	Optional		Identifies the payment format used.
	1/1	Data Element Separator	Conditional	* if BPR05 is populated	
BPR06	2/2	DFI ID Number Qualifier	Optional		Indicates the type of ID used by the DFI. If the field is populated, BPR07 must be populated.
	1/1	Data Element Separator	Conditional	* if BPR06 is populated	
BPR07	3/12	DFI Identification Number	Optional		Originating Financial Institution Identifier. If this field is populated, BPR06 must be populated.
	1/1	Data Element Separator	Conditional	* if BPR07 is populated	
BPR08	2/2	Account Number Qualifier Code	Optional		The Originating Financial Institution account number qualifier. If the field is populated, BPR09 must be populated.
	1/1	Data Element Separator	Conditional	* if BPR08 is populated	
BPR09	1/35	Account Number	Optional		Originating Company's account number. This field is required if BPR08 is populated.
	1/1	Data Element Separator	Conditional	* if BPR09 is populated	
BPR10	10/10	Originating Company Identifier	Optional		Company ID: The number "1" followed by the FEIN.
	1/1	Data Element Separator	Conditional	* if BPR10 is populated	
BPR11	9/9	Originating Company Supplemental Code	Optional		Code defined between the Originator and the Originating Depository Financial Institution that uniquely identifies the company initiating the transfer.
	1/1	Data Element Separator	Conditional	* if BPR11 is populated	
BPR12	2/2	DFI ID Number Qualifier	Optional		Code used for the type of ID number used by the DFI. If this field is populated, BPR13 must be populated.
	1/1	Data Element Separator	Conditional	* if BPR12 is populated	
BPR13	3/12	DFI Identification Number	Optional		Receiving Financial Institution Number. If this field is populated, BPR12 must be populated.
	1/1	Data Element Separator	Conditional	* if BPR13 is populated	

Sample C-9c (page 5 of 7)

Electronic File Formats

AS20 Transaction Set		Table 9		
BPR14	2/2	Account Number Qualifier Code	Optional	Identifies the Receiving Financial Institution bank account type. If this field is populated, BPR15 must be populated.
	1/1	Data Element Separator	Conditional	* If BPR14 is populated
BPR15	1/35	Account Number	Optional	Receiver's bank account number. This field is required if BPR14 is populated.
	1/1	Data Element Separator	Conditional	* If BPR15 is populated
BPR16	5/6	Effective Entry Date	Optional	Date the Originator intends for the transaction to be settled.
	1/1	Segment Separator	Conditional	* If BPR16 is populated
	3/3	Segment Name	Mandatory	Identifies the segment.
	1/2	Trace Type Code	Mandatory	Identifies which transaction is being referenced.
	1/1	Data Element Separator	Mandatory	*
TRN02	1/30	Reference Number	Mandatory	Contains the reference number that identifies the payment order/invoice advice. This number is unique between Sender and Receiver.
	1/1	Data Element Separator	Mandatory	*
TRN03	10/10	Originating Company Identifier	Optional	Company ID: The number "1" followed by the FEIN.
	1/1	Data Element Separator	Conditional	* If TRN03 is populated
TRN04	1/30	Reference Number	Optional	Uniquely identifies a sub-division within a company.
	1/1	Segment Separator	Conditional	* If TRN04 is populated
	3/3	Segment Name	Mandatory	DED
DED01	2/2	Application Identifier	Mandatory	CS
	1/1	Data Element Separator	Mandatory	*
DED02	1/20	Case Identifier	Mandatory	AANNNNNN
	1/1	Data Element Separator	Mandatory	*
DED03	6/6	Pay Date	Mandatory	*
	1/1	Data Element Separator	Mandatory	*
DED04	1/10	Payment Amount	Mandatory	Provides the date income was withheld from an employee's paycheck.
	1/1	Data Element Separator	Mandatory	Provides the amount withheld from the employee's paycheck for the pay period. Must not be \$0 unless the Employment Terminator Indicator has a value of "Y."
DED05	9/9	NCP Social Security Number	Mandatory	Provides the non-custodial parent's Social Security Number.
	1/1	Data Element Separator	Mandatory	*****

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Electronic File Formats

Table 9

A820 Transaction Set

Code	Frequency	Field Name	Field Description	Field Type	Field Occurrence	Field Content
DED06	1/1	Medical Support Indicator	Indicates whether the employer offers family medical insurance coverage. "Y" = Yes; "N" = No; "W" = Not Applicable	Mandatory		
	1/1	Data Element Separator		Mandatory	*	
DED07	1/10	NCP Name	Contains the first seven letters of the non-custodial parent's last name, comma, and first three letters of his/her name.	Mandatory		
	1/1	Data Element Separator		Mandatory	*	
DED08	5/7	FIPS Code	Contains the FIPS Code of the county to whom the employer remits payments.	Mandatory	Optional	
	1/1	Data Element Separator		Mandatory	*	
DED09	1/1	Employment Termination Indicator	Contains a value of "Y" if the employee has terminated employment.	Optional		
	1/1	Segment Separator		Mandatory	\	
	2/2	Segment Name	Identifies the segment.	Mandatory	SE	
	1/1	Data Element Separator		Mandatory	*	
SE01	1/6	Number of Included Segments	Total number of segments included in the transaction set, including the ST and SE segments.	Mandatory		
	1/1	Data Element Separator		Mandatory	*	
SE02	4/9	Transaction Set Control Number	Identifying control number assigned by the Originator.	Mandatory		
	1/1	Segment Separator		Mandatory	\	
	2/2	Segment Name		Mandatory	GE	
GE01	1/6	Number of Transactions Sets Included	Total number of transaction sets included in the functional group or interchange group terminated by the trailer.	Mandatory		
	1/1	Data Element Separator		Mandatory	*	
GE02	1/9	Group Control Number	Number assigned by the sender; must be identical to the number contained in GS06.	Mandatory		
	1/1	Segment Separator		Mandatory	*	
	3/3	Segment Name	Identifies the segment.	Mandatory	IEA	
	1/1	Data Element Separator		Mandatory	*	
IEA01	1/5	Number of Included Functional Groups	Count of the number of functional groups included in the transmission.	Mandatory		
	1/1	Data Element Separator		Mandatory	*	
IEA02	9/9	Interchange Control Number	Assigned by the Sender to uniquely identify the interchange data. Together with the Sender ID it uniquely identifies the interchange data to the Receiver. This number must be the same as the value in ISA13.	Mandatory		
	1/1	Segment Separator		Mandatory	\	

Sample C-9c (page 7 of 7)

## Electronic File Formats

### IAT Company/Batch Header Record – Canada

The Company/Batch Header Record identifies the Originator and briefly describes the purpose of the entry. Note: Alphanumeric fields - Left justified Numeric Fields - Right Justified

#	Field	Position	Length	Mandatory/Required/ Optional	Description
1	Record Type Code	01-01	1	Mandatory	Record Type: <b>5</b>
2	Service Class Code	02-04	3	Mandatory	Service Class Code ( <i>Numeric</i> ): <b>220</b> Credits Only
3	IAT Indicator	05-20	16	Blank	( <i>Alphameric</i> )
4	Foreign Exchange Indicator	21-22	2	Mandatory	Indicates the foreign exchange conversion methodology applied to an IAT entry ( <i>Alphameric</i> ) <b>FF</b> Fixed to Fixed
5	Foreign Exchange Reference Indicator	23	1	Required	<b>3</b> Space filled
6	Foreign Exchange Reference	24-38	15	Required	Foreign exchange rate or reference number, as specified in the foreign exchange reference indicator field. If the foreign exchange reference indicator is <b>3</b> , leave this field blank ( <i>Alphameric</i> )
7	ISO Destination Country Code	39-40	2	Mandatory	Two-character ISO 3166 country code for the beneficiary country ( <i>Alphameric</i> )-- <b>CA</b>
8	Originator Identification	41-50	10	Mandatory	1460132001 for Canada
9	Standard Entry Class Code (SEC)	51-53	3	Mandatory	Always <b>IAT</b> . Must be uppercase ( <i>Alphameric</i> )
10	Company Entry Description	54-63	10	Mandatory	Enter the description of the entry--NYChildSup
11	ISO Originating Currency Code	64-66	3	Mandatory	Three-character ISO 4217 code of the originating currency. When the foreign exchange indicator field is <b>FV</b> , ISO originating currency is <b>USD</b> ( <i>Alphameric</i> )
12	ISO Destination Currency Code	67-69	3	Mandatory	Determined by Field 4--"USD"
13	Effective Entry Date	70-75	6	Required	Date item(s) are to post to the receivers account Format: <b>YYMMDD</b>
14	Settlement Date (Julian Date)	76-78	3	Inserted by ACH Operator	Julian Date ( <i>Numeric</i> )
15	Originator Status Code	79	1	Mandatory	Originator Status Code: <b>1</b> ( <i>Alphameric</i> )
16	Gateway Operator Identification/Originating DFI Identification	80-87	8	Mandatory	Originating DFI ID –
17	Batch number	88-94	7	Mandatory	Sequential batch number within file ( <i>Numeric</i> )

Sample C-9d (page 1 of 14)

Electronic File Formats

**IAT Entry Detail Record – Original Entry**

The Entry Detail Records contain information about the Receiver and the Receiver's financial institution.

#	Field	Position	Length	Mandatory/Required/ Optional	Description
1	Record Type Code	01-01	1	Mandatory	Record Type: <b>6</b>
2	Transaction Code	02-03	2	Mandatory	Transaction Code ( <i>Numeric</i> ): <b>22</b> Demand Deposit Account Credit
3	Gateway Operator Identification / Receiving DFI Identification	04-11	8	Mandatory	Contains the standard Routing Number that identifies the U.S. RDFI at which the receiver maintains their account
4	Check Digit	12-12	1	Mandatory	( <i>Numeric</i> )
5	Number of Addenda Records	13-16	4	Mandatory	Represents the number of addenda records associated with the Entry Detail Record ( <i>Numeric</i> )--0007
6	Reserved	17-29	13	N/A	Leave Blank
7	Amount	30-39	10	Mandatory	Contains the dollar amount of the entry in U.S. dollars
8	Foreign Receiver's Account Number / DFI Account Number	40-74	35	Mandatory	Contains the receiver's account number ( <i>Alphanumeric</i> )
9	Reserved	75-76	2	N/A	Leave Blank
10	Gateway Operator (GO) OFAC Screening Indicator	77-77	1	Optional	Blank = No screening has been conducted.
11	Secondary OFAC Screening Indicator	78-78	1	Optional	Blank = No screening has been conducted.
12	Addenda Record Indicator	79-79	1	Mandatory	( <i>Numeric</i> )
13	Trace Number	80-94	15	Mandatory	Child support system transaction number--must be loaded in progressive numeric order ( <i>Numeric</i> )

Sample C-9d (page 2 of 14)

Electronic File Formats

**First IAT Addenda Record – Original Entry**

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

#	Field	Position	Length	Mandatory/Required/ Optional	Description
1	Record Type Code	01-01	1	Mandatory	Record Type: <b>7</b>
2	Addenda Type Code	02-03	2	Mandatory	Addenda Type Code: <b>10</b>
3	Transaction Type Code	04-06	3	Required	Field contains a three-character code used to identify the type of transaction ( <i>Alphameric</i> )  <u>For Outbound Payments: DEP</u> – Deposit
4	Foreign Payment Amount	07-24	18	Required	For Outbound IAT Entries, this field contains the amount for which the entry is to be received by the Foreign Receiver in the currency denomination expressed in the ISO Destination Currency Code Field of the Company/Batch Header Record
5	Foreign Trace Number	25-46	22	Optional	Insert blanks or zeros ( <i>Alphameric</i> )
6	Receiving Company Name or Individual Name	47-81	35	Mandatory	This field contains the name of the Receiver ( <i>Alphameric</i> )
7	Reserved	82-87	6	N/A	Leave Blank or fill with zeros.
8	Entry Detail Sequence Number	88-94	7	Mandatory	This field contains the ascending sequence number section of the Entry Detail Record's trace number. This number is the same as the last seven digits of the trace number of the related Entry Detail Record ( <i>Numeric</i> )

Sample C-9d (page 3 of 14)

Electronic File Formats

**Second and Third IAT Addenda Records – Original Entry**

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

***Second IAT Addenda Record***

#	Field	Position	Length	Mandatory/Required/ Optional	Description
1	Record Type Code	01-01	1	Mandatory	Record Type: <b>7</b>
2	Addenda Type Code	02-03	2	Mandatory	Addenda Type Code: <b>11</b>
3	Originator Name	04-38	35	Mandatory	Field contains the name of the Originator of the transaction ( <i>Alphameric</i> )--NYChildSup
4	Originator Street Address	39-73	35	Mandatory	Field contains the Originator's physical street address ( <i>Alphameric</i> )--40 North Pearl St Albany NY 12243
5	Reserved	74-87	14	N/A	Leave Blank
6	Entry Detail Sequence Number	88-94	7	Mandatory	This field contains the ascending sequence number section of the Entry Detail Record's trace number. This number is the same as the last seven digits of the trace number of the related Entry Detail Record ( <i>Numeric</i> )

***Third IAT Addenda Record***

#	Field	Position	Length	Mandatory/Required/ Optional	Description
1	Record Type Code	01-01	1	Mandatory	Record Type: <b>7</b>
2	Addenda Type Code	02-03	2	Mandatory	Addenda Type Code: <b>12</b>
3	Originator City & State/Province	04-38	35	Mandatory	This field contains the city and, if applicable, the state or province of the Originator. Asterisks must be used to separate the data elements, and the last data element must be followed by a backslash ( <i>Alphameric</i> )--Albany*NY\
4	Originator Country & Postal Code	39-73	35	Mandatory	This field identifies the Originator's country and postal code. Data elements must be separated by an asterisk and must end with a backslash ( <i>Alphameric</i> )--US*12243\
5	Reserved	74-87	14	N/A	Leave Blank
6	Entry Detail Sequence Number	88-94	7	Mandatory	This field contains the ascending sequence number section of the Entry Detail Record's trace number. This number is the same as the last seven digits of the trace number of the related Entry Detail Record ( <i>Numeric</i> )

Sample C-9d (page 4 of 14)

**Electronic File Formats**

**Fourth IAT Addenda Record – Original Entry**

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

#	Field	Position	Length	Mandatory/Required/ Optional	Description
1	Record Type Code	01-01	1	Mandatory	Record Type: <b>7</b>
2	Addenda Type Code	02-03	2	Mandatory	Addenda Type Code: <b>13</b>
3	Originating DFI Name	04-38	35	Mandatory	For an Inbound IAT entry, this field contains the name of the foreign Originating DFI ( <i>Alphameric</i> )
4	Originating DFI Identification Number Qualifier	39-40	2	Mandatory	This field contains a 2-digit code that identifies the numbering scheme used in the Originating DFI Identification Number Field ( <i>Alphameric</i> )
5	Originating DFI Identification	41-74	34	Mandatory	For Inbound IAT Entries, this field contains the National Clearing System Number of the foreign Originating DFI ( <i>Alphameric</i> )
6	Originating DFI Branch Country Code	75-77	3	Mandatory	This field contains a 2-digit code, as approved by the International Organization for Standardization, used to identify the country in which the branch of the bank that originated the entry is located. On an Inbound IAT Entry, this code will identify the country in which the branch of the foreign ODFI is located ( <i>Alphameric</i> )
7	Reserved	78-87	10	N/A	Leave Blank
8	Entry Detail Sequence Number	88-94	7	Mandatory	This field contains the ascending sequence number section of the Entry Detail Record's trace number. This number is the same as the last seven digits of the trace number of the related Entry Detail Record ( <i>Numeric</i> )

**Fifth IAT Addenda Record – Original Entry**

The Fifth IAT Addenda Record identifies the Receiving Depository Financial Institution holding the Receiver's account.

#	Field	Position	Length	Mandatory/Required/ Optional	Description
1	Record Type Code	01-01	1	Mandatory	Record Type: <b>7</b>
2	Addenda Type Code	02-03	2	Mandatory	Addenda Type Code: <b>14</b>
3	Receiving DFI Name	04-38	35	Mandatory	Field contains the name of the Receiving DFI holding the Receiver's account ( <i>Alphameric</i> )
4	Receiving DFI Identification Number Qualifier	39-40	2	Mandatory	This field contains a 2-digit code that identifies the numbering scheme used in the Originating DFI Identification Number Field ( <i>Alphameric</i> )
5	Receiving DFI Identification	41-74	34	Mandatory	Foreign RDFI's routing/transit number ( <i>Alphameric</i> )
6	Receiving DFI Branch Country Code	75-77	3	Mandatory	This field contains a 2-digit code, as approved by the International Organization for Standardization, used to identify the country in which the branch of the bank that receives the entry is located. On an Inbound IAT Entry, this code will identify the U.S. as the branch location ( <i>Alphameric</i> )
7	Reserved	78-87	10	N/A	Leave Blank
8	Entry Detail Sequence Number	88-94	7	Mandatory	This field contains the ascending sequence number section of the Entry Detail Record's trace number. This number is the same as the last seven digits of the trace number of the related Entry Detail Record ( <i>Numeric</i> )

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Electronic File Formats

**Sixth and Seventh IAT Addenda Records – Original Entry**

The Sixth and Seventh IAT Addenda Records identify key information related to the Receiver of the entry.

***Sixth IAT Addenda Record***

#	Field	Position	Length	Mandatory/Required/ Optional	Description
1	Record Type Code	01-01	1	Mandatory	Record Type: <b>7</b>
2	Addenda Type Code	02-03	2	Mandatory	Addenda Type Code: <b>15</b>
3	Receiver Identification Number	04-18	15	Optional	Used by the Originator to identify the Receiver or may be used for tracing purposes ( <i>Alphameric</i> )
4	Receiver Street Address	19-53	35	Mandatory	Field contains the Receiver's physical street address ( <i>Alphameric</i> )
5	Reserved	54-87	34	N/A	Leave Blank
6	Entry Detail Sequence Number	88-94	7	Mandatory	This field contains the ascending sequence number section of the Entry Detail Record's trace number. This number is the same as the last seven digits of the trace number of the related Entry Detail Record ( <i>Numeric</i> )

***Seventh IAT Addenda Record***

#	Field	Position	Length	Mandatory/Required/ Optional	Description
1	Record Type Code	01-01	1	Mandatory	Record Type: <b>7</b>
2	Addenda Type Code	02-03	2	Mandatory	Addenda Type Code: <b>16</b>
3	Receiver City & State/Province	04-38	35	Mandatory	This field contains the city and, if applicable, the state or province of the Receiver. Asterisks must be used to separate the data elements, and the last data element must be followed by a backslash ( <i>Alphameric</i> )
4	Receiver Country & Postal Code	39-73	35	Mandatory	This field identifies the receiver's country and postal code, (e.g., 'US*64105\'). Data elements must be separated by an asterisk and must end with a backslash ( <i>Alphameric</i> )
5	Reserved	74-87	14	N/A	Leave Blank
6	Entry Detail Sequence Number	88-94	7	Mandatory	This field contains the ascending sequence number section of the Entry Detail Record's trace number. This number is the same as the last seven digits of the trace number of the related Entry Detail Record ( <i>Numeric</i> )

Sample C-9d (page 6 of 14)

**Electronic File Formats**

**IAT Addenda Record for Remittance Information (Optional)**

IAT entries will accommodate the transmission of optional remittance information.

<b>#</b>	<b>Field</b>	<b>Position</b>	<b>Length</b>	<b>Mandatory/Required/ Optional</b>	<b>Description</b>
1	Record Type Code	01-01	1	Mandatory	Record Type: <b>7</b>
2	Addenda Type Code	02-03	2	Mandatory	Addenda Code Type: <b>17</b>
3	Payment Related Information	04-83	80	Optional	Free-form text ( <i>Alphameric</i> )
4	Addenda Sequence Number	84-87	4	Mandatory	Sequence number of Type Code "17" addenda records in ascending order beginning with 0001 ( <i>Numeric</i> )
5	Entry Detail Sequence Number	88-94	7	Mandatory	This field contains the ascending sequence number section of the Entry Detail Record's trace number. This number is the same as the last seven digits of the trace number of the related Entry Detail Record ( <i>Numeric</i> )

Note: A maximum of two optional addenda records will be able to accompany an IAT entry.

Sample C-9d (page 7 of 14)

## Electronic File Formats

### IAT Company/Batch Header Record – Other than Canada

The Company/Batch Header Record identifies the Originator and briefly describes the purpose of the entry. Note: Alphanumeric fields - Left justified Numeric Fields - Right Justified

#	Field	Position	Length	Mandatory/Required/ Optional	Description
1	Record Type Code	01-01	1	Mandatory	Record Type: <b>5</b>
2	Service Class Code	02-04	3	Mandatory	Service Class Code (Numeric): <b>220</b> Credits Only
3	IAT Indicator	05-20	16	Optional	(Alphanumeric)
4	Foreign Exchange Indicator	21-22	2	Mandatory	Indicates the foreign exchange conversion methodology applied to an IAT entry (Alphanumeric) <b>FF</b> Fixed to Fixed
5	Foreign Exchange Reference Indicator	23	1	Required	<b>3</b> Space filled
6	Foreign Exchange Reference	24-38	15	Required	Foreign exchange rate or reference number, as specified in the foreign exchange reference indicator field. If the foreign exchange reference indicator is <b>3</b> , leave this field blank (Alphanumeric)
7	ISO Destination Country Code	39-40	2	Mandatory	Two-character ISO 3166 country code for the beneficiary country (Alphanumeric)
8	Originator Identification	41-50	10	Mandatory	1460132001 for Canada 1460132002 for Germany
9	Standard Entry Class Code (SEC)	51-53	3	Mandatory	Always <b>IAT</b> . Must be uppercase (Alphanumeric)
10	Company Entry Description	54-63	10	Mandatory	Enter a description of the entry, such as <b>PAYROLL</b> or <b>VENDOR PMT</b> (Alphanumeric)
11	ISO Originating Currency Code	64-66	3	Mandatory	Three-character ISO 4217 code of the originating currency. When the foreign exchange indicator field is <b>FV</b> , ISO originating currency is <b>USD</b> (Alphanumeric)
12	ISO Destination Currency Code	67-69	3	Mandatory	Three-character ISO 4217 code for the destination currency. When the foreign exchange indicator field is <b>VF</b> or <b>FF</b> , ISO originating currency and ISO destination currency must be the same. When the foreign exchange indicator field is <b>FV</b> , ISO destination currency indicates the foreign currency (Alphanumeric)
13	Effective Entry Date	70-75	6	Required	Date item(s) are to post to the receivers account Format: <b>YYMMDD</b>
14	Settlement Date (Julian Date)	76-78	3	Inserted by ACH Operator	Julian Date (Numeric)
15	Originator Status Code	79	1	Mandatory	Originator Status Code: <b>1</b> (Alphanumeric)
16	Gateway Operator Identification/Originating DFI Identification	80-87	8	Mandatory	Originating DFI ID –
17	Batch number	88-94	7	Mandatory	Sequential batch number within file (Numeric)

Sample C-9d (page 8 of 14)

Electronic File Formats

**IAT Entry Detail Record – Original Entry**

The Entry Detail Records contain information about the Receiver and the Receiver's financial institution.

#	Field	Position	Length	Mandatory/Required/ Optional	Description
1	Record Type Code	01-01	1	Mandatory	Record Type: 6
2	Transaction Code	02-03	2	Mandatory	Transaction Code ( <i>Numeric</i> ): 22 Demand Deposit Account Credit
3	Gateway Operator Identification / Receiving DFI Identification	04-11	8	Mandatory	Contains the standard Routing Number that identifies the U.S. RDFI at which the receiver maintains their account
4	Check Digit	12-12	1	Mandatory	( <i>Numeric</i> )
5	Number of Addenda Records	13-16	4	Mandatory	Represents the number of addenda records associated with the Entry Detail Record ( <i>Numeric</i> )--0007
6	Reserved	17-29	13	N/A	Leave Blank
7	Amount	30-39	10	Mandatory	Contains the dollar amount of the entry in U.S. dollars
8	Foreign Receiver's Account Number / DFI Account Number	40-74	35	Mandatory	Contains the receiver's account number ( <i>Alphameric</i> )
9	Reserved	75-76	2	N/A	Leave Blank
10	Gateway Operator (GO) OFAC Screening Indicator	77-77	1	Optional	Blank = No screening has been conducted.
11	Secondary OFAC Screening Indicator	78-78	1	Optional	Blank = No screening has been conducted.
12	Addenda Record Indicator	79-79	1	Mandatory	( <i>Numeric</i> )
13	Trace Number	80-94	15	Mandatory	Child support system transaction number--must be loaded in progressive numeric order ( <i>Numeric</i> )

Sample C-9d (page 9 of 14)

Electronic File Formats

**First IAT Addenda Record – Original Entry**

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

#	Field	Position	Length	Mandatory/Required/ Optional	Description
1	Record Type Code	01-01	1	Mandatory	Record Type: <b>7</b>
2	Addenda Type Code	02-03	2	Mandatory	Addenda Type Code: <b>10</b>
3	Transaction Type Code	04-06	3	Required	Field contains a three-character code used to identify the type of transaction ( <i>Alphameric</i> ) <b>For Outbound Payments: DEP – Deposit</b>
4	Foreign Payment Amount	07-24	18	Required	For Outbound IAT Entries, this field contains the amount for which the entry is to be received by the Foreign Receiver in the currency denomination expressed in the ISO Destination Currency Code Field of the Company/Batch Header Record
5	Foreign Trace Number	25-46	22	Optional	Insert blanks or zeros ( <i>Alphameric</i> )
6	Receiving Company Name or Individual Name	47-81	35	Mandatory	This field contains the name of the Receiver ( <i>Alphameric</i> )
7	Reserved	82-87	6	N/A	Leave Blank or fill with zeros.
8	Entry Detail Sequence Number	88-94	7	Mandatory	This field contains the ascending sequence number section of the Entry Detail Record's trace number. This number is the same as the last seven digits of the trace number of the related Entry Detail Record ( <i>Numeric</i> )

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Electronic File Formats

**Second and Third IAT Addenda Records – Original Entry**

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

***Second IAT Addenda Record***

#	Field	Position	Length	Mandatory/Required/ Optional	Description
1	Record Type Code	01-01	1	Mandatory	Record Type: <b>7</b>
2	Addenda Type Code	02-03	2	Mandatory	Addenda Type Code: <b>11</b>
3	Originator Name	04-38	35	Mandatory	Field contains the name of the Originator of the transaction ( <i>Alphameric</i> )--NYChildSup
4	Originator Street Address	39-73	35	Mandatory	Field contains the Originator's physical street address ( <i>Alphameric</i> )--40 North Pearl St Albany NY 12243
5	Reserved	74-87	14	N/A	Leave Blank
6	Entry Detail Sequence Number	88-94	7	Mandatory	This field contains the ascending sequence number section of the Entry Detail Record's trace number. This number is the same as the last seven digits of the trace number of the related Entry Detail Record ( <i>Numeric</i> )

***Third IAT Addenda Record***

#	Field	Position	Length	Mandatory/Required/ Optional	Description
1	Record Type Code	01-01	1	Mandatory	Record Type: <b>7</b>
2	Addenda Type Code	02-03	2	Mandatory	Addenda Type Code: <b>12</b>
3	Originator City & State/Province	04-38	35	Mandatory	This field contains the city and, if applicable, the state or province of the Originator. Asterisks must be used to separate the data elements, and the last data element must be followed by a backslash ( <i>Alphameric</i> )--Albany*NY\
4	Originator Country & Postal Code	39-73	35	Mandatory	This field identifies the Originator's country and postal code. Data elements must be separated by an asterisk and must end with a backslash ( <i>Alphameric</i> )--US*12243\
5	Reserved	74-87	14	N/A	Leave Blank
6	Entry Detail Sequence Number	88-94	7	Mandatory	This field contains the ascending sequence number section of the Entry Detail Record's trace number. This number is the same as the last seven digits of the trace number of the related Entry Detail Record ( <i>Numeric</i> )

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**Electronic File Formats**

**Fourth IAT Addenda Record – Original Entry**

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

#	Field	Position	Length	Mandatory/Required/ Optional	Description
1	Record Type Code	01-01	1	Mandatory	Record Type: <b>7</b>
2	Addenda Type Code	02-03	2	Mandatory	Addenda Type Code: <b>13</b>
3	Originating DFI Name	04-38	35	Mandatory	For an Inbound IAT entry, this field contains the name of the foreign Originating DFI ( <i>Alphameric</i> )
4	Originating DFI Identification Number Qualifier	39-40	2	Mandatory	This field contains a 2-digit code that identifies the numbering scheme used in the Originating DFI Identification Number Field ( <i>Alphameric</i> )
5	Originating DFI Identification	41-74	34	Mandatory	For Inbound IAT Entries, this field contains the National Clearing System Number of the foreign Originating DFI ( <i>Alphameric</i> )
6	Originating DFI Branch Country Code	75-77	3	Mandatory	This field contains a 2-digit code, as approved by the International Organization for Standardization, used to identify the country in which the branch of the bank that originated the entry is located. On an Inbound IAT Entry, this code will identify the country in which the branch of the foreign ODFI is located ( <i>Alphameric</i> )
7	Reserved	78-87	10	N/A	Leave Blank
8	Entry Detail Sequence Number	88-94	7	Mandatory	This field contains the ascending sequence number section of the Entry Detail Record's trace number. This number is the same as the last seven digits of the trace number of the related Entry Detail Record ( <i>Numeric</i> )

**Fifth IAT Addenda Record – Original Entry**

The Fifth IAT Addenda Record identifies the Receiving Depository Financial Institution holding the Receiver's account.

#	Field	Position	Length	Mandatory/Required/ Optional	Description
1	Record Type Code	01-01	1	Mandatory	Record Type: <b>7</b>
2	Addenda Type Code	02-03	2	Mandatory	Addenda Type Code: <b>14</b>
3	Receiving DFI Name	04-38	35	Mandatory	Field contains the name of the Receiving DFI holding the Receiver's account ( <i>Alphameric</i> )
4	Receiving DFI Identification Number Qualifier	39-40	2	Mandatory	This field contains a 2-digit code that identifies the numbering scheme used in the Originating DFI Identification Number Field ( <i>Alphameric</i> )
5	Receiving DFI Identification	41-74	34	Mandatory	Foreign RDFI's routing/transit number ( <i>Alphameric</i> )
6	Receiving DFI Branch Country Code	75-77	3	Mandatory	This field contains a 2-digit code, as approved by the International Organization for Standardization, used to identify the country in which the branch of the bank that receives the entry is located. On an Inbound IAT Entry, this code will identify the U.S. as the branch location ( <i>Alphameric</i> )
7	Reserved	78-87	10	N/A	Leave Blank
8	Entry Detail Sequence Number	88-94	7	Mandatory	This field contains the ascending sequence number section of the Entry Detail Record's trace number. This number is the same as the last seven digits of the trace number of the related Entry Detail Record ( <i>Numeric</i> )

Sample C-9d (page 12 of 14)

## Electronic File Formats

### Sixth IAT Addenda Record

#	Field	Position	Length	Mandatory/Required/ Optional	Description
1	Record Type Code	01-01	1	Mandatory	Record Type: <b>7</b>
2	Addenda Type Code	02-03	2	Mandatory	Addenda Type Code: <b>15</b>
3	Receiver Identification Number	04-18	15	Optional	Used by the Originator to identify the Receiver or may be used for tracing purposes ( <i>Alphameric</i> )
4	Receiver Street Address	19-53	35	Mandatory	Field contains the Receiver's physical street address ( <i>Alphameric</i> )
5	Reserved	54-87	34	N/A	Leave Blank
6	Entry Detail Sequence Number	88-94	7	Mandatory	This field contains the ascending sequence number section of the Entry Detail Record's trace number. This number is the same as the last seven digits of the trace number of the related Entry Detail Record ( <i>Numeric</i> )

### Seventh IAT Addenda Record

#	Field	Position	Length	Mandatory/Required/ Optional	Description
1	Record Type Code	01-01	1	Mandatory	Record Type: <b>7</b>
2	Addenda Type Code	02-03	2	Mandatory	Addenda Type Code: <b>16</b>
3	Receiver City & State/Province	04-38	35	Mandatory	This field contains the city and, if applicable, the state or province of the Receiver. Asterisks must be used to separate the data elements, and the last data element must be followed by a backslash ( <i>Alphameric</i> )
4	Receiver Country & Postal Code	39-73	35	Mandatory	This field identifies the receiver's country and postal code, (e.g., 'US*64105\'). Data elements must be separated by an asterisk and must end with a backslash ( <i>Alphameric</i> )
5	Reserved	74-87	14	N/A	Leave Blank
6	Entry Detail Sequence Number	88-94	7	Mandatory	This field contains the ascending sequence number section of the Entry Detail Record's trace number. This number is the same as the last seven digits of the trace number of the related Entry Detail Record ( <i>Numeric</i> )

Sample C-9d (page 13 of 14)

**IAT Addenda Record for Remittance Information**

IAT entries will accommodate the transmission of optional remittance information.

#	Field	Position	Length	Mandatory/Required/ Optional	Description
1	Record Type Code	01-01	1	Mandatory	Record Type: <b>7</b>
2	Addenda Type Code	02-03	2	Mandatory	Addenda Code Type: <b>17</b>
3	Payment Related Information	04-83	80	Optional	Free-form text ( <i>Alphameric</i> )
4	Addenda Sequence Number	84-87	4	Mandatory	Sequence number of Type Code "17" addenda records in ascending order beginning with 0001 ( <i>Numeric</i> )
5	Entry Detail Sequence Number	88-94	7	Mandatory	This field contains the ascending sequence number section of the Entry Detail Record's trace number. This number is the same as the last seven digits of the trace number of the related Entry Detail Record ( <i>Numeric</i> )

Note: A maximum of two optional addenda records will be able to accompany an IAT entry.

Sample C-9d (page 14 of 14)

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

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

Sample C-9e

## Image Cash Letter Record Layout

### File Header Record (Type 01)

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

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

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

Sample C-9f (page 1 of 9)

**Electronic File Formats**

**Cash Letter Header Record (Type 10)**

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

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

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

Sample C-9f (page 2 of 9)

## Electronic File Formats

### Bundle Header Record (Type 20)

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

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

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

Sample C-9f (page 3 of 9)

## Electronic File Formats

### Check Detail Record (Type 25)

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

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

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

Sample C-9f (page 4 of 9)

**Electronic File Formats**

**Image View Detail Record (Type 50)**

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

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

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

Sample C-9f (page 5 of 9)

## Electronic File Formats

### Image View Data Record (Type 52)

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

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

Sample C-9f (page 6 of 9)

Electronic File Formats

**Bundle Control Record (Type 70)**

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

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

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

Sample C-9f (page 7 of 9)

Electronic File Formats

**Cash Letter Control Record (Type 90)**

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

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

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

Sample C-9f (page 8 of 9)

Electronic File Formats

**File Control Record (Type 99)**

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

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

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

Sample C-9f (page 9 of 9)

## CCD+/CTX FORMATS GLOSSARY

**ACH** Automated Clearinghouse

**CCD** Cash Concentration Disbursements

**CTX** Corporate Trade Exchange

**DED** Deduction for Child Support Payment

**EFT** Electronic Funds Transfer

**IAT** International ACH Transaction

**NACHA** National Automated Clearinghouse Association

**NYSCSPC** New York State Child Support Processing Center

**ODFI** Originating Depository Financial Institution

**RDFI** Receiving Depository Financial Institution

**Service Class Codes** 200 = Debit/Credit 220 = Credit 225 = Debit

**SSN** Social Security Number

**Transaction Code** 22 = Checking Credit 32 = Savings Credit

Sample C-9g

## **APPENDIX D**

### **LOCAL DISTRICT SCU AVERAGE DAILY BALANCES**

Appendix D contains a Schedule of Local District SCU Average Daily Available Balances for April 2014. The OTDA does not guarantee that these balances will be prevalent during the term of the resultant contract.

**Schedule of Local District SCU and NYSCSPC Average Daily Available Balances for April 2014**

<b><u>COUNTY</u></b>	<b><u>April 2014</u></b>
ALBANY COUNTY	\$2,761,796
ALLEGANY COUNTY	\$234,889
BROOME COUNTY	\$823,554
CATTARAUGUS COUNTY	\$423,332
CAYUGA COUNTY	\$254,675
CHAUTAUQUA COUNTY	\$768,462
CHEMUNG COUNTY	\$455,449
CHENANGO COUNTY	\$162,646
CLINTON COUNTY	\$ 317,567
COLUMBIA COUNTY	\$279,328
CORTLAND COUNTY	\$165,159
DELAWARE COUNTY	\$185,833
DUTCHESS COUNTY	\$742,835
ERIE COUNTY	\$6,943,888
ESSEX COUNTY	\$110,405
FRANKLIN COUNTY	\$179,124
FULTON COUNTY	\$223,514
GENESEE COUNTY	\$167,538
GREENE COUNTY	\$166,854
HAMILTON COUNTY	\$8,602
HERKIMER COUNTY	\$221,384
JEFFERSON COUNTY	\$779,354
LEWIS COUNTY	\$102,153
LIVINGSTON COUNTY	\$218,419
MADISON COUNTY	\$213,681
MONROE COUNTY	\$2,608,252
MONTGOMERY COUNTY	\$418,700
NASSAU COUNTY	\$6,726,275
NIAGARA COUNTY	\$ 980,094
ONEIDA COUNTY	\$1,059,817

ONONDAGA COUNTY	\$2,471,093
ONTARIO COUNTY	\$310,622
ORANGE COUNTY	\$1,275,180
ORLEANS COUNTY	\$177,558
OSWEGO COUNTY	\$637,393
OTSEGO COUNTY	\$152,293
PUTNAM COUNTY	\$286,981
RENSSELAER COUNTY	\$723,839
ROCKLAND COUNTY	\$1,056,942
ST. LAWRENCE COUNTY	\$401,328
SARATOGA COUNTY	\$526,196
SCHENECTADY COUNTY	\$991,087
SCHOHARIE COUNTY	\$144,008
SCHUYLER COUNTY	\$100,054
SENECA COUNTY	\$99,609
STEUBEN COUNTY	\$437,649
SUFFOLK COUNTY	\$8,405,402
SULLIVAN COUNTY	\$520,206
TIOGA COUNTY	\$240,457
TOMPKINS COUNTY	\$358,436
ULSTER COUNTY	\$1,079,579
WARREN COUNTY	\$233,609
WASHINGTON COUNTY	\$306,244
WAYNE COUNTY	\$285,335
WESTCHESTER COUNTY	\$3,294,155
WYOMING COUNTY	\$154,433
YATES COUNTY	\$102,981
NEW YORK CITY	\$52,793,109
NYSCSPC	\$12,193,501
TOTALS	<b>\$ 118,462,858</b>

## APPENDIX E

### LOCAL DISTRICT SCU and NYSCSPC ADDRESSES

LOCAL DISTRICT NAME	MAILING ADDRESS	PHYSICAL ADDRESS
ALBANY CO SUPPORT COLLECTION UNIT	30 CLINTON AVENUE ALBANY NY 12207-0000	30 CLINTON AVENUE ALBANY NY 12207-0000
ALLEGANY CO SUPPORT COLLECTION UNIT	PO BOX 27 BELMONT NY 14813-0000	7 COURT STREET BELMONT NY 14813-0000
BROOME CO SUPPORT COLLECTION UNIT	PO BOX 4000 BINGHAMTON NY 13902-4000	36- 42 MAIN STREET BINGHAMTON NY 13902-4000
CATTARAUGUS CO SUPPORT COLLECTION UNIT	1 LEO MOSS DRIVE SUITE 1811 OLEAN NY 14760-0000	1 LEO MOSS DRIVE SUITE 1811 OLEAN NY 14760-0000
CAYUGA CO SUPPORT COLLECTION UNIT	160 GENESEE STREET AUBURN NY 13021-0000	160 GENESEE STREET AUBURN NY 13021-0000
CHAUTAUQUA CO SUPPORT COLLECTION UNIT	HALL R CLOTHIER BUILDING 7 NORTH ERIE STREET MAYVILLE NY 14757-0000	HALL R CLOTHIER BUILDING 7 NORTH ERIE STREET MAYVILLE NY 14757-0000
CHEMUNG CO SUPPORT COLLECTION UNIT	PO BOX 588 ELMIRA NY 14904-0000	425 PENNSYLVANIA AVENUE ELMIRA NY 14904-0000

LOCAL DISTRICT NAME	MAILING ADDRESS	PHYSICAL ADDRESS
CHENANGO CO SUPPORT COLLECTION UNIT	PO BOX 590 NORWICH NY 13815-0000	14 PARK PLACE NORWICH NY 13815-0000
CLINTON CO SUPPORT COLLECTION UNIT	13 DURKEE STREET PLATTSBURGH NY 12901-0000	13 DURKEE STREET PLATTSBURGH NY 12901-0000
COLUMBIA CO SUPPORT COLLECTION UNIT	PO BOX 458 HUDSON NY 12534-0000	25 RAILROAD AVENUE HUDSON NY 12534-0000
CORTLAND CO SUPPORT COLLECTION UNIT	60 CENTRAL AVENUE CORTLAND NY 13045-0000	60 CENTRAL AVENUE CORTLAND NY 13045-0000
DELAWARE CO SUPPORT COLLECTION UNIT	PO BOX 269 DELHI NY 13753-0000	111 MAIN STREET DELHI NY 13753-0000
DUTCHESS CO SUPPORT COLLECTION UNIT	60 MARKET STREET POUGHKEEPSIE NY 12601-0000	60 MARKET STREET POUGHKEEPSIE NY 12601-0000
ERIE CO SUPPORT COLLECTION UNIT	95 FRANKLIN STREET ROOM 728 BUFFALO NY 14202-0000	95 FRANKLIN STREET ROOM 728 BUFFALO NY 14202-0000
ESSEX CO SUPPORT COLLECTION UNIT	PO BOX 217 ELIZABETHTOWN NY 12932-0000	7551 COURT STREET ELIZABETHTOWN NY 12932-0000

LOCAL DISTRICT NAME	MAILING ADDRESS	PHYSICAL ADDRESS
FRANKLIN CO SUPPORT COLLECTION UNIT	355 WEST MAIN STREET SUITE 331 MALONE NY 12953-0000	355 WEST MAIN STREET SUITE 331 MALONE NY 12953-0000
FULTON CO SUPPORT COLLECTION UNIT	PO BOX 549 JOHNSTOWN NY 12095-0000	4 DAISY LANE JOHNSTOWN NY 12095-0000
GENESEE CO SUPPORT COLLECTION UNIT	5130 EASE MAIN STREET ROAD SUITE 3 BATAVIA NY 14020-0000	5130 EASE MAIN STREET ROAD SUITE 3 BATAVIA NY 14020-0000
GREENE CO SUPPORT COLLECTION UNIT	411 MAIN STREET CATSKILL NY 12414-0000	411 MAIN STREET CATSKILL NY 12414-0000
HAMILTON CO SUPPORT COLLECTION UNIT	PO BOX 725 INDIAN LAKE NY 12842-0000	139 WHITE BIRCH LANE INDIAN LAKE NY 12842-0000
HERKIMER CO SUPPORT COLLECTION UNIT	301 NORTH WASHINGTON ST SUITE 2210 HERKIMER NY 13350-0000	301 NORTH WASHINGTON ST SUITE 2210 HERKIMER NY 13350-0000
JEFFERSON CO SUPPORT COLLECTION UNIT	250 ARSENAL STREET WATERTOWN NY 13601-0000	250 ARSENAL STREET WATERTOWN NY 13601-0000
LEWIS CO SUPPORT COLLECTION UNIT	PO BOX 193 LOWVILLE NY 13367-0000	5274 OSTOWE STREET LOWVILLE NY 13367-0000

LOCAL DISTRICT NAME	MAILING ADDRESS	PHYSICAL ADDRESS
LIVINGSTON CO SUPPORT COLLECTION UNIT	1 MURRAY HILL DRIVE MOUNT MORRIS NY 14510-0000	1 MURRAY HILL DRIVE MOUNT MORRIS NY 14510-0000
MADISON CO SUPPORT COLLECTION UNIT	PO BOX 547 WAMPSVILLE NY 13163-0000	133 NORTH CHURCH STREET BUILDING 1 WAMPSVILLE NY 13163-0000
MONROE CO SUPPORT COLLECTION UNIT	33 NORTH FITZHUGH STREET ROCHESTER NY 14614-0000	33 NORTH FITZHUGH STREET ROCHESTER NY 14614-0000
MONTGOMERY CO SUPPORT COLLECTION UNIT	PO BOX 845 FONDA NY 12068-0000	64 BROADWAY FONDA NY 12068-0000
NASSAU CO SUPPORT COLLECTION UNIT	60 CHARLES LINDBURGH BLVD SUITE 160 UNIONDALE NY 11553-0000	60 CHARLES LINDBURGH BLVD SUITE 160 UNIONDALE NY 11553-0000
NEW YORK CITY SUPPORT COLLECTION UNIT	PO BOX 725 NEW YORK NY 10013-0000	2 WASHINGTON STREET NEW YORK NY 10013-0000
NIAGARA CO SUPPORT COLLECTION UNIT	PO BOX 506 LOCKPORT NY 14095-0000	20 EAST AVENUE LOCKPORT NY 14095-0000
NON-IV-D SERVICES	40 NORTH PEARL STREET ALBANY NY 12243-0000	40 NORTH PEARL STREET ALBANY NY 12243-0000

LOCAL DISTRICT NAME	MAILING ADDRESS	PHYSICAL ADDRESS
ONEIDA CO SUPPORT COLLECTION UNIT	COUNTY OFFICE BUILDING 800 PARK AVENUE UTICA NY 13501-0000	COUNTY OFFICE BUILDING 800 PARK AVENUE UTICA NY 13501-0000
ONONDAGA CO SUPPORT COLLECTION UNIT	421 MONTGOMERY STREET 4 <sup>TH</sup> FL SYRACUSE NY 13202-0000	421 MONTGOMERY STREET 4 <sup>TH</sup> FL SYRACUSE NY 13202-0000
ONTARIO CO SUPPORT COLLECTION UNIT	3010 COUNTY COMPLEX DRIVE CANANDAIGUA NY 14424-0000	3010 COUNTY COMPLEX DRIVE CANANDAIGUA NY 14424-0000
ORANGE CO SUPPORT COLLECTION UNIT	PO BOX 671 GOSHEN NY 10924-0000	11 QUARRY ROAD GOSHEN NY 10924-0000
ORLEANS CO SUPPORT COLLECTION UNIT	COUNTY OFFICE BUILDING 14016 ROUTE 31 ALBION NY 14411-0000	COUNTY OFFICE BUILDING 14016 ROUTE 31 ALBION NY 14411-0000
OSWEGO CO SUPPORT COLLECTION UNIT	PO BOX 436 MEXICO NY 13114-0000	100 SPRING STREET MEXICO NY 13114-0000
OTSEGO CO SUPPORT COLLECTION UNIT	COUNTY OFFICE BUILDING 197 MAIN STREET COOPERSTOWN NY 13326-0000	COUNTY OFFICE BUILDING 197 MAIN STREET COOPERSTOWN NY 13326-0000
PUTNAM CO SUPPORT COLLECTION UNIT	110 OLD ROUTE SIX CENTER CARMEL NY 10512-0000	110 OLD ROUTE SIX CENTER CARMEL NY 10512-0000

LOCAL DISTRICT NAME	MAILING ADDRESS	PHYSICAL ADDRESS
RENSSELAER CO SUPPORT COLLECTION UNIT	FLANAGAN SQUARE 547 RIVER STREET TROY NY 12181-0000	FLANAGAN SQUARE 547 RIVER STREET TROY NY 12181-0000
ROCKLAND CO SUPPORT COLLECTION UNIT	DR ROBERT L YEAGER HEALTH CENTER BUILDING C 2 <sup>ND</sup> FL 50 SANATORIUM ROAD POMONA NY 10970-0307	DR ROBERT L YEAGER HEALTH CENTER BUILDING C 2 <sup>ND</sup> FL 50 SANATORIUM ROAD POMONA NY 10970-0307
SARATOGA CO SUPPORT COLLECTION UNIT	152 WEST HIGH STREET BALLSTON SPA NY 12020-0000	152 WEST HIGH STREET BALLSTON SPA NY 12020-0000
SCHENECTADY CO SUPPORT COLLECTION UNIT	797 BROADWAY SUITE 302 SCHENECTADY NY 12305-0000	797 BROADWAY SUITE 302 SCHENECTADY NY 12305-0000
SCHOHARIE CO SUPPORT COLLECTION UNIT	PO BOX 401 SCHOHARIE NY 12157-0000	284 MAIN STREET 2 <sup>ND</sup> FL SCHOHARIE NY 12157-0000
SCHUYLER CO SUPPORT COLLECTION UNIT	HUMAN SERVICES COMPLEX 323 OWEGO STREET UNIT 3 MONTOUR FALLS NY14865-0000	HUMAN SERVICES COMPLEX 323 OWEGO STREET UNIT 3 MONTOUR FALLS NY14865-0000
SENECA CO SUPPORT COLLECTION UNIT	PO BOX 690 WATERLOO NY 13165-0000	1 DIPRONIO DRIVE WATERLOO NY 13165-0000

LOCAL DISTRICT NAME	MAILING ADDRESS	PHYSICAL ADDRESS
ST.LAWRENCE CO SUPPORT COLLECTION UNIT	COUNTY OFFICE BUILDING 6 JUDSON STREET CANTON NY 13617-0000	COUNTY OFFICE BUILDING 6 JUDSON STREET CANTON NY 13617-0000
STEUBEN CO SUPPORT COLLECTION UNIT	PO BOX 233 BATH NY 14810-0000	3 EAST PULTNEY STREET BATH NY 14810-0000
SUFFOLK CO SUPPORT COLLECTION UNIT	PO BOX 18030 HAUPPAUGE NY 11788-0000	3455 VETERANS MEMORIAL HIGHWAY RONKONKOMA NY 11779-0000
SULLIVAN CO SUPPORT COLLECTION UNIT	COUNTY GOV'T CENTER 100 NORTH STREET MONTICELLO NY 12701-0000	COUNTY GOV'T CENTER 100 NORTH STREET MONTICELLO NY 12701-0000
TIOGA CO SUPPORT COLLECTION UNIT	20 COURT STREET SUITE 2 OWEGO NY 13827-0000	20 COURT STREET SUITE 2 OWEGO NY 13827-0000
TOMPKINS CO SUPPORT COLLECTION UNIT	PO BOX 7055 ITHACA NY 14850-7055	320 WEST STATE STREET ITHACA NY 14850-5432
ULSTER CO SUPPORT COLLECTION UNIT	1011 DEVELOPMENT COURT KINGSTON NY 12401-0000	1011 DEVELOPMENT COURT KINGSTON NY 12401-0000
WARREN CO SUPPORT COLLECTION UNIT	1340 ROUTE 9 LAKE GEORGE NY 12845-0000	1340 ROUTE 9 LAKE GEORGE NY 12845-0000

LOCAL DISTRICT NAME	MAILING ADDRESS	PHYSICAL ADDRESS
WASHINGTON CO SUPPORT COLLECTION UNIT	383 BROADWAY FORT EDWARD NY 12828-0000	383 BROADWAY FORT EDWARD NY 12828-0000
WAYNE CO SUPPORT COLLECTION UNIT	PO BOX 56 LYONS NY 14489-0000	77 WATER STREET LYONS NY 14489-0000
WESTCHESTER CO SUPPORT COLLECTION UNIT	100 EAST FIRST STREET 5 <sup>TH</sup> FL MOUNT VERNON NY 10550-3488	100 EAST FIRST STREET 5 <sup>TH</sup> FL MOUNT VERNON NY 10550-3488
WYOMING CO SUPPORT COLLECTION UNIT	PO BOX 231 WARSAW NY 14569-0000	466 NORTH MAIN STREET WARSAW NY 14569-0000
YATES CO SUPPORT COLLECTION UNIT	477 LIBERTY STREET SUITE 2122 PENN YAN NY 14527-0000	477 LIBERTY STREET SUITE 2122 PENN YAN NY 14527-0000
NEW YORK STATE CHILD SUPPORT PROCESSING CENTER		UNDISCLOSED LOCATION LOCATED WITHIN THIRTY (30) MILES OF ALBANY.

## Appendix J

### Required Forms

- J.1 Confidentiality Agreement
- J.2 Non-Collusive Bidding Certification
- J.3 MacBride Fair Employment Principals
- J.4 Procurement Lobbying Act Offerer's Certification and Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j and k PLA
- J.5 Non-Construction For-Profit Vendor Responsibility Questionnaire
- J.6 Disclosure of Prior Non-Responsibility Determinations
- J.7 Contractor Certification to Covered Agency ST-220-CA
- J.8 Contractor Certification ST-220-TD
- J.9 MWBE/EEO Policy Statement
- J.10 MWBE Subcontractor Utilization Plan
- J.11 MWBE Subcontractors or Suppliers Letter of Intent to Participate
- J.12 EEO Staffing Plan
- J.13 MWBE Goal Requirement Certification of Good Faith Efforts
- J.14 MWBE Request for Waiver Form (Not Required Unless Applying for Waiver)
- J.15 Bidder Application Form
- J.16 Subcontractor and Supplier Identification Form

**CONFIDENTIALITY AGREEMENT  
AND  
CERTIFICATE OF NON-DISCLOSURE**

**Procurement of a Contractor for New York State  
Centralized Support Collection and Enforcement**

**State of** \_\_\_\_\_

**ss. :** \_\_\_\_\_

**County of** \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that he/she is  
(Print or type full name)

\_\_\_\_\_, of \_\_\_\_\_,  
(Title or Capacity) (Name of Firm)

The firm which executed this instrument, that he/she is authorized by said firm to execute this instrument, and that on behalf of said firm he/she acknowledges that the firm hereby agrees that any information pertaining to: any child support custodial or non-custodial parent, any new hire notification received from employers, or to the New York State Child Support System and its documentation, supplied to or obtained by the firm, its officers, agents and employees in relation to the procurement of a Contractor for Centralized Support Collection and Enforcement, is confidential in nature and may not be used for any purpose other than the formulation of a good faith offer for said procurement, and that any other use, or release to any party, of any such information, without prior written consent of the New York State Office of Temporary and Disability Assistance (OTDA), shall constitute a breach of confidentiality and may result in disqualification of the firm from the procurement, or the imposition of other sanctions as provided under New York State law, including recovery of damages or criminal prosecution.

\_\_\_\_\_  
(Name of Firm)

**By:** \_\_\_\_\_ (Signature)

**Sworn to before me this day of \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
**\_ NOTARY PUBLIC**

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY  
SECTION 139-D OF THE STATE FINANCE LAW**

SECTION 139-D. Statement of Non-Collusion in bids to the State:

**BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:**

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor,

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor, and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], AND [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE; BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION. THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:**

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

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

**Exhibit 1: Non-Collusive Bidding Certification-3**

Identifying Data

Potential Contractor: \_\_\_\_\_

Address: \_\_\_\_\_  
Street

\_\_\_\_\_  
City, Town, etc.

Telephone: \_\_\_\_\_ Title: \_\_\_\_\_

If applicable, Responsible Corporate Officer

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

\_\_\_\_\_  
Legal name of person, firm or corporation

\_\_\_\_\_  
Legal name of person, firm or corporation

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Address \_\_\_\_\_  
Street

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State

\_\_\_\_\_  
City State

**Form 3.a.: Non Discrimination in Employment in Northern Ireland**

**NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:  
MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

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

(1) has business operations in Northern Ireland;

Yes \_\_\_\_\_ or No \_\_\_\_\_

if yes:

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

Yes \_\_\_\_\_ or No \_\_\_\_\_

---

Signature

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

Offerer affirms that it understands and agrees to comply with the New York State procedures relative to permissible contacts as required by State Finance Law §139-j.

By:

Date:

Name:

Title:

Contractor Name:

Contractor Address:

---

Offerer Certification:

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

---

Authorized Signature

## **Non-Construction For-Profit Vendor Responsibility Questionnaire**

The main webpage to access all of the information on OSC's website regarding the NYS Vendor Responsibility Questionnaires and the online system is available at: <http://www.osc.state.ny.us/vendrep/index.htm>. To complete the form manually, go to the link, select Vendor Responsibility Questionnaires then Non-Construction For-Profit Vendor Responsibility Questionnaire.

If you would like to complete the form using the NYS Office of the State Comptroller (OSC) online Vendor Responsibility system and have not previously used the online system, the checklist located at: <http://www.osc.state.ny.us/vendrep/documents/system/checklist.pdf> will provide you with all of the information needed to register and enter your online Non-Construction For-Profit Vendor Responsibility Questionnaire.

## Disclosure of Prior Non-Responsibility Determinations

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

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

\_\_\_\_\_

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

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

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

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j

No  Yes

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

No  Yes

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

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

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

No

Yes

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

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

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

Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_



# Contractor Certification to Covered Agency

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

# ST-220-CA

(12/11)

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

Contractor name				For covered agency use only	
Contractor's principal place of business				City	State
Contractor's mailing address (if different than above)				Contract number or description	
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)			
Contractor's telephone number		Covered agency name			
Covered agency address				Covered agency telephone number	
				\$	

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_

(name)

(title)

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

(Mark an X in only one box)

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

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with \_\_\_\_\_

(insert contract number or description)

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

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

(sign before a notary public)

(title)

## Instructions

### General information

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

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

### When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that \_\_\_he resides at \_\_\_\_\_,

Town of \_\_\_\_\_,

County of \_\_\_\_\_,

State of \_\_\_\_\_; and further that:

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

[ ] (If an individual): \_\_\_he executed the foregoing instrument in his/her name and on his/her own behalf.

[ ] (If a corporation): \_\_\_he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_\_\_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_\_\_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

[ ] (If a partnership): \_\_\_he is a \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_\_\_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_\_\_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

[ ] (If a limited liability company): \_\_\_he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that \_\_\_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_\_\_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

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

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

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

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

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

Need help?



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

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



Telephone assistance

Sales Tax Information Center: (518) 485-2889

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

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



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



# Contractor Certification

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

# ST-220-TD

(12/11)

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

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

## General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a*, (as amended, effective April 26, 2006). See *Need help?* for more information on how to obtain this publication.

**Note:** Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT  
DATA ENTRY SECTION  
W A HARRIMAN CAMPUS  
ALBANY NY 12227**

## Privacy notification

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

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

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

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

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

## Need help?



Visit our Web site at [www.tax.ny.gov](http://www.tax.ny.gov)

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



### Telephone assistance

**Sales Tax Information Center:** (518) 485-2889

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

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



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

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_

(name)

(title)

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

Complete Sections 1, 2, and 3 below. Make only one entry in each section.

Section 1 — Contractor registration status

[ ] The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification

[ ] The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

[ ] The contractor does not have any affiliate.

[ ] To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification

[ ] To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

[ ] The contractor does not have any subcontractors.

[ ] To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification

[ ] To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

(sign before a notary public)

(title)





## MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

### M/WBE AND EEO POLICY STATEMENT

I, \_\_\_\_\_, the (awardee/contractor) \_\_\_\_\_ agree to adopt the following policies with respect to the project being developed or services rendered at \_\_\_\_\_

This organization will require its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals and provide Equal Employment Opportunities set by NYS OTDA for the State-funded project by taking the following steps:

#### M/WBE

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from NYS-OTDA and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to increase participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to encourage their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain, or, where appropriate, require its subcontractors to maintain and submit, as required by OTDA, records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that project payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and/or other credit requirements may, in the sole discretion of OTDA, be waived and/or appropriate alternatives are developed to encourage M/WBE participation.
- (7) This organization will include the provisions of sections (1) through (6) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

#### EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status,
- (c) At the request of the contracting agency, this organization shall request that each employment agency, labor union, or authorized representative will not discriminate on the basis of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status, and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

By \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

**Minority/ Women Business Enterprise Liaison**

\_\_\_\_\_ is designated as the Minority/Women Business Enterprise Liaison  
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

\_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

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

**Contact:**

**NYS OTDA  
M/WBE Program Management Unit  
Harlem Center - 9<sup>th</sup> Floor  
317 Lenox Avenue  
New York, NY 10027  
(212) 961-8214**

**M/WBE SUBCONTRACTOR UTILIZATION PLAN**

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) subcontractor under the contract. Attach additional sheets if necessary.

**Offeror's Name:**

**Address:**

**City, State, Zip Code:**

**Region/Location of Work:**

**Federal Identification Number:**

**Solicitation Number:**

**Telephone Number:**

**M/WBE Goals in the Contract:** MBE % WBE %

<p><b>1. Certified M/WBE Subcontractors/Suppliers</b> Business Name, Address, Email Address, Telephone No.</p>	<p><b>2. Classification</b></p> <p><b>NYS ESD CERTIFIED</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE</p>	<p><b>3. Federal ID No.</b></p>	<p><b>4. Ethnicity Group.</b> (See Below)</p>	<p><b>5. Dollar Value of Subcontracts/Supplies/Services and intended performance dates of each component of the contract.</b></p>
<p><b>A.</b></p> <p>Primary Sub Contractor Owner's Name</p>				
<p><b>B.</b></p> <p>Primary Sub Contractor Owner's Name</p>	<p><b>NYS ESD CERTIFIED</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE</p>			

**PREPARED and APPROVED BY:**  
**NAME AND TITLE OF PREPARER (Print or Type):**

**Signature:** \_\_\_\_\_  
**Authorized Signature**

**DATE:**

**TELEPHONE NO:**

**EMAIL ADDRESS:**

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION.

**ETHNICITY MINORITY GROUP DEFINITION**

**Black** Persons having origins from any of the Black African racial groups.

**Hispanic** Persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of Either Indian or Hispanic origin, regardless of race.

**Asian-Pacific** Persons having origins from the Far East, Southeast Asia or the Pacific Islands.

**Asian-Indian Subcontinent** Persons having origins from the Indian subcontinent.

**Native American** Persons having origins in any of the original peoples of North America

**FOR AGENCY USE ONLY**

**REVIEWED BY:**

**DATE:**

**UTILIZATION PLAN APPROVED:**  YES  NO **Date:**

**Contract No:**

**Contract Award Date:**

**Estimated Date of Completion:**

**Amount Obligated Under the Contract:**

**NOTICE OF DEFICIENCY ISSUED:**  YES  NO  
Date: \_\_\_\_\_

**NOTICE OF ACCEPTANCE ISSUED:**  YES  NO  
Date: \_\_\_\_\_

**MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (M/WBE)  
MWBE SUBCONTRACTORS AND /or  
SUPPLIERS LETTER OF INTENT TO  
PARTICIPATE**

To: \_\_\_\_\_ Federal ID Number: \_\_\_\_\_  
(Name of Contractor)

Proposal / Contract number: \_\_\_\_\_

Contract Scope of Work: \_\_\_\_\_

The undersigned intends to perform services or provide material, supplies or equipment as follows:

At the following price: \$ \_\_\_\_\_

Name of MWBE: \_\_\_\_\_

Address: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Ethnicity (see page 2 for definition) \_\_\_\_\_

Gender (Male or Female): \_\_\_\_\_

Designation:

MBE - Subcontractor

WBE – Subcontractor

MBE – Supplier

WBE - Supplier

Joint venture with:

Name:

Address

Fed ID Number: \_\_\_\_\_

MBE

WBE

Are you a New York State Certified M/WBE?

Yes

No

The contractor proposes, and the undersigned agrees to, the following beginning and completion dates for such work.

Date Proposal/ Contract to be started: \_\_\_\_\_

Date Proposal/ Contract to be completed: \_\_\_\_\_

Date Supplies ordered: \_\_\_\_\_

Delivery date: \_\_\_\_\_

The above work will not be further subcontracted without the express written permission of the contractor and notification of the Office. The undersigned will enter into a formal agreement for the above work with the contractor ONLY upon the Contractor’s execution of a contract with the Office.

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

Signature of M/WBE Contractor: \_\_\_\_\_

Printed/Typed Name of M/WBE Contractor: \_\_\_\_\_

**INSTRUCTIONS FOR M/WBE SUBCONTRACTORS AND SUPPLIERS’ LETTER**

This form is to be submitted with bid attached to the Subcontractor’s Information Form in a sealed envelope for each certified Minority or Women-Owned Business enterprise the Bidder/Awardee/Contractor proposes to utilize as subcontractors, service providers or suppliers.

If the MBE or WBE proposed for portion of this proposal/contract is part of a joint or other temporarily-formed business entity of independent business entities, the name and address of the joint venture or temporarily-formed business should be indicated.

**ETHNICITY MINORITY GROUP DEFINITION**

Black	Persons having origins from any of the Black African racial groups.
Hispanic	Persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of Either Indian or Hispanic origin, regardless of race.
Asian-Pacific	Persons having origins from the Far East, Southeast Asia or the Pacific Islands.
Asian-Indian Subcontinent	Persons having origins from the Indian subcontinent.
Native American	Persons having origins in any of the original peoples of North America.

**Contact: NYS OTDA  
M/WBE Program Management Unit  
Harlem Center – 9<sup>TH</sup> Floor  
317 Lenox Avenue  
New York, New York 10027  
(212) 961-8214**

## EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

<b>Solicitation/Program Name:</b>  	<b>Report includes:</b> <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
<b>Offeror's Name:</b>  	<b>Reporting Entity:</b> <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor <b>Subcontractor's name</b> _____
<b>Offeror's Address:</b>  	

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Work force by Gender		Work force by Race/Ethnic Identification					Disabled (M) (F)	Veteran (M) (F)	
	Total Work force	Total Male (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)			Native American (M) (F)
Officials/Administrators										
Professionals										
Technicians										
Service Maintenance Workers										
Office/Clerical										
Skilled Craft Workers										
Paraprofessionals										
Protective Service Workers										
<b>Totals</b>										

<b>PREPARED BY (Signature):</b>  	<b>TELEPHONE NO.:</b>  
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>  	
<b>EMAIL ADDRESS:</b>  	<b>DATE:</b>  
<b>SUBMIT COMPLETED WITH BID OR PROPOSAL</b>	

**General instructions:** All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (04-10) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

**Instructions for completing:**

1. Enter the Solicitation number or RFP number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Designated Contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**RACE/ETHNIC IDENTIFICATION**

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

**OTHER CATEGORIES**

- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER**

## **M/WBE GOAL REQUIREMENTS CERTIFICATION OF GOOD FAITH EFFORTS**

**Contractors** (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) must document “good faith efforts” to provide meaningful participation by New York State Certified M/WBE subcontractors or suppliers/vendors in the performance of this contract.

The undersigned hereby acknowledges that he/she took or may need to take the following actions on behalf of the Contractor to demonstrate, and upon request by OTDA, to provide written verification to document the aforesaid good faith efforts:

- (a) The Contractor attended any pre-bid, pre-award, or other meetings scheduled by the contracting agency or the NYS Department of Economic Development or its designee to inform certified minority- or women-owned business enterprises of contracting and subcontracting opportunities available on the project, for purposes of complying with contract participation goal requirements;
- (b) The Contractor identified economically feasible units of the project that could be contracted or subcontracted to certified minority- and women-owned business enterprises in order to increase the likelihood of participation by such enterprises on the contract;
- (c) The Contractor undertook efforts to reasonably structure the contract scope of work for purposes of subcontracting with certified minority- and- women-owned business enterprises;
- (d) The Contractor advertised in a timely fashion and in appropriate general circulation, trade and minority- and women-oriented publications, if any, concerning the contracting or subcontracting opportunity;
- (e) The Contractor made written solicitations in a timely fashion to a reasonable number of certified minority- and women- owned business enterprises identified from current certified lists of such business enterprises provided or maintained by the NYS Empire State Development’s Division of Minority and Women Owned Business Development, or its designee, of the contracting or subcontracting opportunity. The directory of certified businesses can be viewed at: <http://esd.ny.gov/index.html>
- (f) The Contractor can document if any timely responses to any such advertisements and solicitations were provided by certified minority- and women-owned business enterprises;
- (g) The Contractor followed-up initial solicitations by contacting the enterprises to determine whether the enterprises were interested in such contracting or subcontracting opportunity;
- (h) The Contractor provided interested certified minority- and women-owned business enterprises in a timely fashion with adequate information about the plans, specifications or terms and conditions of the State contract and requirements for the contracting or subcontracting opportunity so as to prepare an informed response to a contractor solicitation;
- (i) The Contractor submitted a completed, acceptable utilization plan in accordance with applicable requirements to meet goals for participation of certified minority-and women-owned business enterprises established in the State contract;

- (j) The Contractor used the services of community organizations, contractor groups, state and federal business assistance offices and other organizations identified by the NYS Department of Economic Development or its designee that provide assistance in the recruitment and placement of minority and women business enterprises;
- (k) The Contractor negotiated in good faith with certified minority- and women-owned business enterprises submitting bids, proposals, or quotations and did not, without justifiable reason, reject as unsatisfactory any bids, proposals or quotations prepared by any certified minority- or women-owned business enterprise. "Good faith" negotiating means engaging in good faith discussions with certified minority- or women-owned business enterprises about the nature of the work, scheduling, requirements for special equipment, opportunities for dividing of work among the bidders, proposers, and various subcontractors and the bids of the minority or women businesses, including sharing with them any cost estimates from the request for proposal or invitation to bid documents, if available; and,
- (l) The Contractor undertook efforts to make payments for any work performed by certified minority- and women-owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority- and women-owned business enterprises.

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Signature

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Date

---

Print Name

---

Title

---

Company

---

Contract Number

---

Program/Solicitation Name

+

**MWBE SUBCONTRACTOR REQUEST FOR WAIVER FORM**

<b>INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.</b>	
<b>Offeror/Contractor Name:</b>	<b>Federal Identification No.:</b>
<b>Address:</b>	<b>Solicitation/Contract No.:</b>
<b>City, State, Zip Code:</b>	<b>M/WBE Goals: MBE    %    WBE    %</b>
<p>By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.</p>	
<p><b>Contractor is requesting a:</b></p> <p>1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested.    <input type="checkbox"/> Total    <input type="checkbox"/> Partial</p> <p>2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested.    <input type="checkbox"/> Total    <input type="checkbox"/> Partial</p> <p>3. <input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development: _____</p>	
<b>PREPARED BY (Signature):</b>	
<b>Date:</b>	
<p>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.</p>	
<b>Name and Title of Preparer (Printed or Typed):</b>	
<b>Telephone Number:</b>	
<b>Email Address:</b>	
***** FOR AGENCY USE ONLY *****	
<b>REVIEWED BY:</b>	<b>DATE:</b>
<p><b>Waiver Granted:</b>    <input type="checkbox"/> YES    <input type="checkbox"/> MBE:    <input type="checkbox"/>    <input type="checkbox"/> WBE:    <input type="checkbox"/></p> <p><input type="checkbox"/> Total Waiver    <input type="checkbox"/> Partial Waiver</p> <p><input type="checkbox"/> ESD Certification Waiver    <input type="checkbox"/> *Conditional</p> <p><input type="checkbox"/> Notice of Deficiency Issued _____</p> <p><b>*Comments:</b></p>	

## REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

**When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:**

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

**Note:**

**Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by the contracting entity, to determine M/WBE compliance.**

## New York State

### Office of Temporary and Disability Assistance

#### BIDDER APPLICATION FORM INSTRUCTIONS

**GENERAL PURPOSE:** To identify those qualified, potential offerors of services and goods who may be interested in responding to related, competitively bid, Request for Proposals (RFP's), as issued by the Office.

By completing and submitting this form, you become eligible to receive notice of funding opportunities provided by the OTDA. You are responsible for the accuracy of the information provided. For information about statewide funding opportunities, you may contact the NYS Office of General Services at [www.ogs.state.ny.us](http://www.ogs.state.ny.us), the New York State Contract Reporter at [www.nyscr.com](http://www.nyscr.com) or the NYS Department of State, the State Register at [www.dos.state.ny.us](http://www.dos.state.ny.us).

**FEDERAL TAX ID / Employer Identification Number (EIN):** Federal Tax ID number or Social Security number used for Federal income tax reporting.

**MUNICIPAL CODE:** This code is to be used by Municipalities/Governments only.

**CONTACTS:** please provide the names and the requested information for both the primary and a secondary organization/business contact.

**ORGANIZATION TYPE:** please check either **PROFIT** or **NOT-FOR-PROFIT\***, if selecting **NOT-FOR-PROFIT**, please enter your organizations **CHARITIES REGISTRATION NUMBER** in the space provided. If your organization is a government, an educational institution or an exempt religious organization, please check **NOT-FOR-PROFIT** and leave the **CHARITIES REGISTRATION NUMBER** *blank*.

\***CONTRACTOR TYPES** are payment categories established by the New York State Comptroller. A **NOT-FOR-PROFIT** Corporation is defined as an incorporated organization chartered for other than profit-making activities. Most such organizations are engaged in charitable, educational, civic or other humanitarian activities, although they are not restricted to such activities.

**MINORITY BUSINESS ENTERPRISE (MBE) or MINORITY COMMUNITY BASED ORGANIZATION (MCBO):** A **Minority Community Based Organization (MCBO)** is defined as a Not-for-Profit, local human service organization that has its origins in the geographic area comprised of one or more neighborhoods that it serves. A representative MCBO is therefore keenly aware of the community needs as well as local resources to meet those needs. Generally, the governing bodies and personnel of community based organizations reflect the racial, ethnic and cultural make-up of the community being served. A MCBO is characterized by majority representation of American Indians, Asian Americans, African Americans/Blacks and/or Hispanics in both policy formulation and decision-making regarding management, service delivery and staffing reflective of the community it serves.

**NEW YORK STATE BUSINESS TYPE, read the description below to determine which category applies to your business. Please note that more than one category may apply.**

For businesses located in New York State:

1. To be considered a **Small Business**, a business must meet all the following four criteria:
  - The company is resident in New York State. It may have its home office or a branch office located in the State;

- The business is independently owned and operated;
- The business does not dominate in its field;
- The business employs one hundred or less persons; or,
- A Not-for-Profit organization may be considered a Small Business Concern if it meets the preceding criteria.

2. Empire State Development Corporation, Division of Minority and Woman's Business Development. Certification information is available by contacting the Empire State Development Corporation, Division of Minority and Women Business Development at (212) 803-2414 or (518) 292-5250.

A **Minority Business Enterprise (MBE)** is defined as any business which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by, United States (U.S.) citizens or permanent residents aliens who are member of the following groups and who's ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

- a) Black persons having origins in any of the black African racial groups; and/or,
- b) Persons of Mexican, Puerto Rican, Dominican, Cuban, other Caribbean Island, Central or South American origin and/or national or community identification, whether of indigenous, Hispanic, Portuguese, French, Dutch, or other descent, and regardless of race; and/or,
- c) Asian and Pacific Islander persons having origins in any of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands; and/or,
- d) American Indian or Alaskan Native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification;

A **Women-owned Business Enterprise (WBE)** is defined as any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are women. Such ownership interest must be real, substantial and continuing. The women-owned ownership must have and exercise the authority to independently control the business decisions of the entity.

(To meet the definition of an MBE or WBE, a non-profit organization must be controlled by a Board of Directors, which consists of at least fifty-one percentum minority individuals or women, respectively.)

**NEW YORK STATE CERTIFIED MINORITY or WOMEN OWNED BUSINESS** – Organizations which have been certified by the New York State Empire State Development Corporation as meeting the criteria for a Minority or Women Owned Business. Contact the Empire State Development Corporation, Division of Minority and Women Business Development at (212) 803-2414 or (518) 292-5250 for certification assistance.

**OUT OF STATE BUSINESS** – An out of State Business is a business which does not have its corporate headquarters located within New York State. These businesses are required to register with the New York State, Secretary of State. For further information, please contact the New York State, Department of State at (518) 473-2492 or (900) 835-2677, or write to:

NYS Department of State  
 Division of Corporations  
 One Commerce Plaza, 99 Washington Ave.  
 Albany, NY 12231  
[www.dos.state.ny.us](http://www.dos.state.ny.us)

**RETURN THE COMPLETED FORM TO:**

NYS Office of Temporary and Disability Assistance Attention:

Ms. Masillay Kamara

40 North Pearl Street, Section 12D Albany, NY 12243

tdabcm@dfa.state.ny.us

**OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE  
BIDDER APPLICATION FORM**

**Firm Information (\* Required entry)**

\*Federal Tax ID # (EIN): \_\_\_\_\_ Municipal Code: \_\_\_\_\_

\*Business Name: \_\_\_\_\_  
\_\_\_\_\_

\*Street Address: \_\_\_\_\_  
\_\_\_\_\_

\*City: \_\_\_\_\_ \*State: \_\_\_\_\_ \*Zipcode: \_\_\_\_\_ - \_\_\_\_\_

County: \_\_\_\_\_  
(If New York State)

Organization's Web Site (URL): \_\_\_\_\_

**Person(s) to Contact on Matters Concerning Bids or Contracts (\* Required entry)**

\*Contact Person: \_\_\_\_\_  
(Salutation) (First Name) (Last Name)

Title: \_\_\_\_\_ Email: \_\_\_\_\_

\*Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Extension: \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

~~Alternate Contact~~.....

Person: \_\_\_\_\_  
(Salutation) (First Name) (Last Name)

Title: \_\_\_\_\_ Email: \_\_\_\_\_

\*Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Extension: \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Organization Type (Check One)**

For Profit

Not for Profit - If checked, enter your Charities Registration Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

**New York State Business (Check all that apply)**

Small Business

Minority Owned and registered with the New York State Empire State Development Corporation

Woman Owned and registered with the New York State Empire State Development Corporation

**Minority Business Enterprise (MBE) or Minority Community Based Organization (MCBO):**

If MBE or MCBO, please check one of the following:

Black       Hispanic       Asian/Pacific       American/Alaskan Indian

This information is requested for reporting purposes and to assure equal opportunity to bid.

**Areas of Interest (Check all that apply)**

**Community, Families and Children's Services**

- A&V      Access and Visitation
- DV      Services to Victims of Domestic Violence
- DPP      Delinquency Prevention Programs
- PARE      Parent Education and Support Services
- PCOU      Professional Counseling Services
- RAP      Refugee & Immigration Services
- INCM      Temporary Assistance Services

**Financial Management and Consultant Services**

- CON      Consultant Services
- CONA      Academic & Research Consultants
- CONC      Communication Consultant Services
- CONF      Financial Consultant Services
- CONM      Management Consultant Services
- EVAL      Program Evaluation & Assessment Services
- TA      Technical Assistance Services
- ACC      Accounting/Auditing Services
- COLL      Collection Services
- FSAG      Fiscal Agent Services

**EDP Services, Office Automation, Telecommunications Technology and Related Equipment Lease Services**

- EDPD      Electronic Data Processing-System Designers & Consultants
- EDPH      Electronic Data Processing-Hardware
- EDPM      Electronic Data Processing-Maintenance & Support
- EDPS      Electronic Data Processing-Services

**Housing Assistance and Related Services**

- ADS      Adult Services
- CODE      Code Enforcement Services
- COS      Construction Services
- HOUS      Housing Improvement & Rehabilitation Services
- HSS      Homelessness/Homeless Support Services
- RPSA      Residential Placement Services
- ARC      Architectural Services

**Facilities & Operations and Support Services**

- COU      Courier & Transportation Services
- ELEC      Code Electrical Supplies and Service
- FML      Facility Management & Leasing
- INTC      Internet Communications / Providers
- JAN      Janitorial Services
- MOVE      Movers
- PARK      Parking Services
- MAIL      Mail Equipment Sale & Maintenance
- COPM      Copier Equipment Sale & Maintenance
- TRCK      Trucking Services

**Medical Assistance, Long Term Health, Disabilities Assessments and Related Services**

- CEXS      Consultative Examination Services
- HOSP      Hospitals
- MEDT      Medical Transcription – Secretarial Services
- PREV      Peer Review Services Medical

- EDPT Electronic Data Processing-Training Services
- EDPW Electronic Data Processing-Software Support & Services

**Other Services (Legal, Public Information, Specialized Administrative, Employment, etc.)**

- |                               |   |                               |   |
|-------------------------------|---|-------------------------------|---|
| <input type="checkbox"/> ADVL | Advocacy – Legal                                    | <input type="checkbox"/> ADVD | Disability Advocacy                       |
| <input type="checkbox"/> FP   | Finger Imaging Technology                           | <input type="checkbox"/> LEG  | Legal Counsel and Representative Services |
| <input type="checkbox"/> PEDC | Public Education Campaign Services                  | <input type="checkbox"/> PROM | Advertising Services                      |
| <input type="checkbox"/> PRIS | Private Investigator Services                       | <input type="checkbox"/> TRAN | Translation Services                      |
| <input type="checkbox"/> WPS  | Stenographic/Transcription/Word Processing Services | <input type="checkbox"/> EMPS | Employment Services                       |

**SUBCONTRACTOR AND SUPPLIER IDENTIFICATION FORM**

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract. This identification form must contain a detailed description of the supplies and/or services to be provided by each subcontractor or supplier under the contract. Offerors must indicate by checking the box(es) below which business designation(s) each listed Subcontractor/Supplier meets. Attach additional sheets if necessary.

**Offeror's Name:** \_\_\_\_\_ **Federal Identification Number:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Telephone Number:** \_\_\_\_\_  
**City, State, Zip Code:** \_\_\_\_\_ **Email:** \_\_\_\_\_  
**Region/Location of Work:** \_\_\_\_\_ **Will New York State businesses be used in the performance of this contract?**  YES  NO

1. Subcontractors/Suppliers Business Name, Address, Telephone No.	2. Service/Product Provided	3. Federal ID No.	4. Business Designation Check all that apply	5. Dollar Value of Subcontracts/Supplies/Services over the term of the contract.
<b>A.</b>			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> NYS Business** <input type="checkbox"/> NYS Small Business**	
<b>B.</b>			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> NYS Business** <input type="checkbox"/> NYS Small Business**	
<b>C.</b>			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> NYS Business** <input type="checkbox"/> NYS Small Business**	
<b>D.</b>			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> NYS Business** <input type="checkbox"/> NYS Small Business**	
<b>E.</b>			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> NYS Business** <input type="checkbox"/> NYS Small Business**	

Please Identify **ALL** subcontracting and supplier purchasing opportunities.  
 NOTE: Any Subcontractor or Supplier purchases in excess of \$100,000 must comply with NYS Vendor Responsibility Requirements.  
 \*\*New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.  
 Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, 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 by its contractors. The State therefore expects bidders/proposers 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.

**NAME AND TITLE OF PREPARER (Print or Type):**

**Signature:**  
 \_\_\_\_\_  
**Authorized Signature**

**Date:**

**Telephone Number:**

**EMAIL Address:**

## Appendix N

### Federally Required Statutory References for State Contracts Funded Under Title IV-D of the SSA

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable where the cost of the contract is treated as a direct cost of an award:

1. *Equal Employment Opportunity* — All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. *Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)* — All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. *Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)* — When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act, 40 U.S.C. 276a to a-7, and as supplemented by Department of Labor regulations, 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the HHS awarding agency.
4. *Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)* — Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction contracts and for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by Department of Labor regulations, 29 CFR part 5. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. *Rights to Inventions Made Under a Contract or Agreement* — Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the

Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by HHS.

6. *Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)* — Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 *et seq.*, and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 *et seq.* Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.
7. *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)* — Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. (See also 45 CFR part 93).
8. *Debarment and Suspension (E.O.s 12549 and 12689)* — Certain contracts shall not be made to parties listed on the nonprocurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." (See 45 CFR part 76.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

[59 FR 43760, Aug. 25, 1994, as amended at 61 FR 11747, Mar. 22, 1996; 62 FR 41878, Aug. 4, 1997]

## APPENDIX Z

### **Minority and Women-Owned Business Enterprise (MWBE) and Equal Employment Opportunity (EEO) Participation Requirements For All NYS Office of Temporary and Disability Assistance Contracts and Grants**

Authority: Article 15-A of the Executive Law, 5 NYCRR parts 140-144, Appendix A: Standard Clauses for All New York State Contracts and requirements of any federal law concerning opportunities for minority and women-owned business enterprises which effectuate the purposes of Article 15-A.

#### **I. General Provisions**

- A.** 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. In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (“Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprise program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that the New York State Office of Temporary and Disability Assistance (OTDA) establish goals for maximum feasible participation of New York State Certified minority and women – owned business enterprises (“MWBE”) and the employment of minority group members and women in the performance of New York State Contracts. 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.
- B.** The OTDA is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State Contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction. Where deemed appropriate, the OTDA will implement the provisions of New York State Executive Law Article 15-A and the MWBE Regulations for all other OTDA Contracts. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for

certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws. 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 Equal Employment Opportunity and opportunities for MWBEs, including but not limited to the Statute and its implementing regulations as promulgated by New York State’s Empire State Development (ESD) Division of Minority and Women’s Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-144).

- C. Copies of the required OTDA Forms are identified in this Appendix and available on the OTDA’s Internet site at <http://www.otda.ny.gov>. The Contractor agrees to complete and submit these forms without change in response to goals specified in the IFB or Contract. An electronic link to the current list of certified minority- and women-owned business enterprises also is available on the OTDA’s Internet site.
- D. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings allowed by the Contract.
- E. Further information regarding Article 15-A of the New York State Executive Law and the New York State Minority and Women’s Business Enterprise Program is available on the DMWBD Internet site at <http://www.esd.ny.gov/ContactUs.asp>

## II. Contract Goals

- A. For purposes of this procurement, the OTDA hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). Additionally, an overall goal of 10-20% is established for Equal Employment Opportunity (“EEO”) participation.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/ContactUs.asp>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR

§142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the OTDA for liquidated or other appropriate damages, as set forth herein.

- D. As a condition of the Contract, the Contractor and the OTDA agree to be bound by the provisions of §316 of Article 15-A of the New York State Executive Law regarding enforcement.
- E. The OTDA reserves the right to establish separate and different goals on any State Contract, as identified in the specified procurement. For guidance on what factors the OTDA will consider in determining what goals are appropriate in relation to a specific State Contract, refer to 5 NYCRR § 142.2.

### III. EEO Requirements

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the DMWBD. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
  - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  - 2. The Contractor shall submit an EEO policy statement to the OTDA within seventy two (72) hours after the date of the notice by the OTDA to award the Contract to the Contractor.
  - 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the OTDA may provide the Contractor or Subcontractor a model statement (see OTDA 4970 – Minority/Women Business Enterprise (MWBE)/Equal Employment Opportunity (EEO) Policy Statement).
  - 4. The Contractor’s EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are

afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

- b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 which provides for relevant provisions of the Human Rights Law, in every Subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

**C. OTDA Form 4934.1 Equal Employment Opportunity (EEO) Staffing Plan**

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

**D. OTDA Form 4971 Equal Employment Opportunity (EEO) Workforce Employment Utilization/Compliance Report (“Workforce Report”)**

- 1. Once a Contract has been awarded and during the term of the Contract, Contractor is responsible for updating and providing notice to the OTDA of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- 2. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or Subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from Contractor's and/or Subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.
  4. In the case where the Contractor's and/or Subcontractor's work force does not change within the quarterly period, the Contractor shall so notify the OTDA in writing.
  5. All forms and reports will be submitted to the OTDA program manager for this Contract and forwarded to NYS OTDA, MWBE Program Management Unit, Harlem Center, 317 Lenox Avenue, NYC, NY 10027; (212) 961-8214; e-mail to: [otda.sm.co.quarterly.compliance.eeo.staffing.reports@otda.ny.gov](mailto:otda.sm.co.quarterly.compliance.eeo.staffing.reports@otda.ny.gov).
- E. Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### IV. MWBE Requirements

The Contractor acknowledges that it is the policy of the State of New York and of the OTDA that MWBEs shall be given the opportunity for meaningful participation in the performance of State Contracts. Therefore, Contractors agree to make good faith efforts to solicit active participation to meet established goals under this procurement by MWBEs identified in the ESD directory of certified businesses<sup>1</sup>, which can be viewed at:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687>

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<sup>1</sup> All MWBE firms are required to be certified by Empire State Development (ESD) or must be in the process of obtaining certification from ESD. Should the Contractor identify a minority-owned or woman-owned firm that is not currently certified as an MWBE, the Contractor should request that the firm submit a certification application to ESD for an eligibility determination, with a copy to the OTDA MWBE Program Management Unit. OTDA's MWBE Program Management Unit will work with ESD to expedite the application; however, it is the responsibility of the Contractor to ensure that a sufficient number of certified MWBE firms have been identified in response to this procurement, in order to facilitate full MWBE participation.

1. For the purposes of this Appendix Z, the question of whether a Contractor has engaged in and documented “Good Faith Efforts” to solicit active participation to meet established goals under this procurement by MWBEs in the performance of State Contracts shall be determined by the OTDA Commissioner or his/her designee, after a thorough consideration of the factors listed in 5 NYCRR § 142.8.
  2. The separate MBE and WBE participation goals established by the OTDA for this procurement are based on the overall availability of MWBEs that have been certified to perform the specific scope of work identified under this procurement. For compliance purposes, these goals should not be construed as rigid and inflexible quotas which must be met, but must be targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Minority and Women-owned Business Program work.
- A.** The Contractor represents and warrants that Contractor has submitted the following the OTDA forms either prior to, or at the time of, the execution of the Contract:
1. MWBE Utilization Plan (OTDA Form 4937)
    - a. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section II-A of this Appendix.
    - b. If a Contractor seeks modification to its previously approved MWBE Subcontractor Utilization Plan, the Contractor shall first notify the OTDA in writing of such change and obtain approval from the OTDA.
    - c. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the OTDA shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.
  2. Certification of Good Faith Efforts (OTDA Form 4976) to achieve the overall prescribed MWBE participation percentage (30%) goals set forth in the procurement.
  3. A MWBE Subcontractor’s and/or Suppliers’ Letter of Intent to Participate (OTDA Form 4938), which should document the names and signatures of certified MBEs and/or WBEs which have agreed to participate as Subcontractors on the Contract.

**V. Waivers**

- A.** For Waiver Requests Contractor should use the OTDA Form 4969 Minority/Women Business Enterprise (MWBE) Subcontractor Request for Waiver Form.

- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a request for waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the OTDA shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the OTDA, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports, determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the OTDA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

## **VI. Quarterly MWBE Contractor Compliance Reports**

- A. Contractor is required to submit the Minority/Women Business Enterprise (MWBE) Subcontractor Quarterly Compliance Report (OTDA Form 4968) to the OTDA by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.
- B. All reports will be submitted to the OTDA program manager for this Contract and forwarded to NYS OTDA, MWBE Program Management Unit, Harlem Center, 317 Lenox Avenue, NYC, NY 10027; (212) 961-8214; e-mail to: [otda.sm.co.quarterly.compliance.eeo.staffing.reports@otda.ny.gov](mailto:otda.sm.co.quarterly.compliance.eeo.staffing.reports@otda.ny.gov)
- C. Failure to timely submit a Contractor's MWBE Subcontractor Quarterly Compliance Report and/or other reports or information as requested by the OTDA may result in payments under the Contract being delayed until such reports or other information have been received by the OTDA.<sup>2</sup> The OTDA may also deem other noncompliance with requirements under the Statute as a breach of contract and commence any other means of enforcement permitted under the Contract and/or by law.

## **VII. Liquidated Damages – MWBE Participation**

- A. Where the OTDA determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the OTDA liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between: (a) all sums identified for payment to MWBEs had the

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<sup>2</sup> Contractors may be requested to provide additional Compliance Reports and information (i) to verify payments made to MWBEs, (ii) to verify MWBE utilization and/or, (iii) as needed to evaluate any other aspect of Contractor compliance with the requirements set forth herein.

Contractor achieved the contractual MWBE goals; and (b) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

- C. Determinations of compliance or non-compliance with the Contract's MWBE participation requirements shall be based upon the Contractor's Utilization Plan, MWBE Sub-Contractor Quarterly Reports, and any relevant documentation related thereto. The determination of what constitutes the willful and intentional failure to comply with the MWBE participation requirements will be based upon the evaluation of the same criteria considered in evaluating an MWBE Subcontractor waiver request.
- D. Upon a determination that a willful and intentional failure to comply with the MWBE participation requirements has occurred, the OTDA shall withhold the amount established in paragraph B from any future payments otherwise required by this Contract. All funds being withheld pursuant to this provision shall be offset as liquidated damages upon the expiration or termination of the Contract, unless the Contractor comes into compliance with the MWBE requirements at any time during the term of the Contract but prior to the submission of a request for final payment on the Contract. All payments withheld pursuant to this provision shall be released upon the OTDA's determination that the Contractor has come into compliance.
- E. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the OTDA, Contractor shall pay such liquidated damages to the OTDA within sixty (60) days after they are assessed by the OTDA unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the OTDA.

## VIII. Sanctions

The OTDA reserves the right to impose sanctions following a determination of non-compliance by a Contractor. Sanctions may be imposed upon the Contractor whenever EEO and/or MWBE program requirements have not been met in a timely and effective manner. Any/all of the following sanctions may be imposed:

- Disallowance of costs associated with such noncompliance;
- Initiation of procedures to suspend or terminate the grant or Contract;
- Withholding of progress payments until such time as corrective actions have been undertaken by the Contractor to the satisfaction of the OTDA;
- Deleting Contractor's name from bid lists for a specified period of time to be determined in the sole discretion of the OTDA;
- Report Contractor as non-responsible to NYS OSC Vendor Responsibility System; and
- Other sanctions of which a Contractor has notice in writing prior to or during the performance of a Contract.