



**Department of
Taxation and Finance**

Request for Proposals

19-100

Controlled Disbursement and Direct Deposit Services

Exhibits

Table of Contents

Exhibit A – Volumes.....	4
Exhibit B – Check Issue File Layout, Check Issue File – Sample.....	5
Exhibit C – Check Clear File Layout, Check Clear File – Sample.....	6
Exhibit D – PIT Refund Image 90 File	7
Exhibit E – Direct Deposit Initiation File Layout, Direct Deposit Initiation File – Sample	9
Exhibit F – Direct Deposit Confirmation Report File– Sample	11
Exhibit G – Direct Deposit Reject File Layout, Direct Deposit Reject File – Sample	13
Exhibit H – Direct Deposit Change Reject Summary Report File – Sample.....	17
Exhibit I – Direct Deposit Reversal File Layout, Direct Deposit Reversal File – Sample.	18
Exhibit J – New York State Office of the State Comptroller Substitute Form W-9	20
Exhibit K – Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement.....	22
Exhibit L– Contractor Sales Tax Certification Forms.....	24
Exhibit M – Work Force Employment Utilization	30
Exhibit N – DTF-202, Tax Information Access and Non-Disclosure Agreement	31
Exhibit O – Preliminary Base Contract	33
ARTICLE I. DEFINITIONS.....	33
ARTICLE II. ENTIRETY OF AGREEMENT	35
ARTICLE III. CONTRACTOR RESPONSIBILITIES	36
ARTICLE IV. DEPARTMENT RESPONSIBILITIES.....	37
ARTICLE V. AGREEMENT TERM	38
ARTICLE VI. FEES, PAYMENT AND COLLATERAL.....	38
ARTICLE VII. SECRECY PROVISIONS.....	42
ARTICLE VIII. IMPLEMENTATION	45
ARTICLE IX. CONTRACTOR PERFORMANCE MONITORING.....	45
ARTICLE X. MAINTENANCE AND ENHANCEMENTS	47
ARTICLE XI. SERVICES MANAGEMENT	47
ARTICLE XII. SECURITY	48
ARTICLE XIII. DISASTER RECOVERY/FAIL SAFE OPERATIONS /BUSINESS CONTINUITY PLAN	49
ARTICLE XIV. WARRANTIES	50
ARTICLE XV. CHANGE CONTROL PROCEDURES	51
ARTICLE XVI. REPORTING	51

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

ARTICLE XVII.	RESERVED RIGHTS	52
ARTICLE XVIII.	PERFORMANCE DEFICIENCIES, CORRECTIVE ACTION, REMEDIES AND REIMBURSEMENTS	52
ARTICLE XIX.	DISPUTE RESOLUTION	54
ARTICLE XX.	TERMINATION OR SUSPENSION.....	54
ARTICLE XXI.	INDEMNIFICATION AND LIMITATION OF LIABILITY	56
ARTICLE XXII.	FORCE MAJEURE.....	57
ARTICLE XXIII.	CONTINUING ADMINISTRATIVE REQUIREMENTS	58
ARTICLE XXIV.	PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: REQUIREMENTS AND PROCEDURES	58
ARTICLE XXV.	PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES	60
ARTICLE XXVI.	CONTRACTOR AND SUBCONTRACTORS	61
ARTICLE XXVII.	ETHICS PROVISIONS.....	63
ARTICLE XXVIII.	NO CONFLICT OF INTEREST (CONTRACTOR & SUBCONTRACTORS).....	64
ARTICLE XXIX.	INSURANCE.....	64
ARTICLE XXX.	GENERAL TERMS AND CONDITIONS	65

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

Exhibit A – Volumes

Controlled Disbursement - Personal Income Tax (PIT)													
Processing Year 2019													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Checks	11,606	96,888	239,753	779,822	299,195	59,664	59,529	38,656	38,831	66,002	59,930	15,042	1,764,918
Direct Deposit	6,330	1,263,893	1,197,255	2,379,144	577,276	102,357	68,403	47,666	41,238	97,980	36,697	5,164	5,823,403
Processing Year 2018													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Checks	12,285	116,805	311,782	684,629	453,438	71,217	63,763	43,766	29,250	70,955	64,874	23,241	1,946,005
Direct Deposit	6,358	994,654	1,459,491	2,314,587	609,448	86,832	80,852	43,149	28,490	77,713	54,982	12,545	5,769,101
Processing Year 2017													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Checks	13,341	126,723	179,423	902,202	452,652	81,597	66,835	55,880	42,523	56,705	70,745	39,800	2,088,426
Direct Deposit	4,064	942,519	922,473	2,827,848	541,420	85,068	58,652	36,378	35,979	45,511	60,548	16,969	5,577,429
Office of Real Property Tax Refunds (ORPTS)													
Processing Year 2019													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Checks	20,318	5,821	5,241	6,158	7,757	3,341	81,063	176,561	1,395,335	597,457	201,996	193,810	2,694,858
Processing Year 2018													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Checks	830,478	780,785	75,454	24,539	7,291	5,076	46,494	536,244	1,063,941	781,493	15,369	22,954	4,190,118
Processing Year 2017													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Checks	328,873	115,963	138,348	125,987	29,712	33,176	35,427	29,899	149,069	26,732	9,096	449,141	1,471,423

Average Monthly Deposit Balances

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
\$11,509	\$16,914	\$13,801	\$13,131	\$11,440	(\$156,964)	\$19,137	\$14,506	\$8,653	\$13,862	\$213,032	\$17,084

Exhibit B – Check Issue File Layout, Check Issue File – Sample

CHECK ISSUE FILE LAYOUT					
DATA ITEM	BEG POS	END POS	LENGTH	FORMAT	COMMENTS
RECORD-TYPE	1	1	1	CHAR	VALUE 'I'
FILLER	2	2	1	CHAR	VALUE SPACES
ACCOUNT-NUM	3	22	20	CHAR	VALUE '00000000000886673631'
FILLER	23	23	1	CHAR	VALUE SPACES
CHECK-ZERO	24	33	10	CHAR	VALUE '0000000000'
CHECK-NO	34	41	8	CHAR	Check number
FILLER	42	42	1	CHAR	VALUE SPACES
AMOUNT	43	60	18	NUMERIC	Refund amount - Format is 9(16)V99
FILLER	61	61	1	CHAR	VALUE SPACES
DATE-ISSUE	62	69	8	CHAR	Date refund issued – Format is CCYYMMDD
FILLER	70	70	1	CHAR	VALUE SPACES
DATE-PAID	71	78	8	CHAR	VALUE SPACES
FILLER	79	79	1	CHAR	VALUE SPACES
DLN	80	94	15	CHAR	Document Locator Number
PAYEE-NAME-1	95	144	50	CHAR	Taxpayer name on the refund check
PAYEE-NAME-1	145	194	50	CHAR	VALUE SPACES
FILLER	195	200	6	CHAR	VALUE SPACES

CHECK ISSUE FILE - SAMPLE								
1	2	3	4	5	6	7	8	9
1234567890123456789012345678901234567890123456789012345678901234567890123456789012345678901234567890								
10	11	12	13	14	15	16	17	18
1234567890123456789012345678901234567890123456789012345678901234567890123456789012345678901234567890								
19	20							
12345678901234567890								
I 00000000000886673631 00000000003709XXXX 000000000000008454 20161012								
WT1664250039360XXABCFGHKUYR								
I 00000000000886673631 00000000003709XXXX 00000000000000744 20161012								
WT1664250039778XXGFGFHTIOSP								
I 00000000000886673631 00000000003709XXXX 000000000000001836 20161012								WT1664250039382XXPWEWRT
I 00000000000886673631 00000000003709XXXX 000000000000011505 20161012								WT1664250040631XXXSDERETYU

Exhibit C – Check Clear File Layout, Check Clear File – Sample

CHECK CLEAR FILE LAYOUT					
DATA ITEM	BEG POS	END POS	LENGTH	FORMAT	COMMENTS
RECORD-TYPE	1	1	1	CHAR	VALUE 'P'
FILLER	2	2	1	CHAR	VALUE SPACES
ACCOUNT-NUM	3	22	20	CHAR	VALUE '00000000000886673631'
FILLER	23	23	1	CHAR	VALUE SPACES
CHECK-ZERO	24	33	10	CHAR	VALUE '000000000'
CHECK-NO	34	41	8	CHAR	Check number
FILLER	42	42	1	CHAR	VALUE SPACES
AMOUNT	43	60	18	NUMERIC	Refund amount - Format is 9(16)V99
FILLER	61	61	1	CHAR	VALUE SPACES
DATE-ISSUE	62	69	8	CHAR	VALUE '00000000'
FILLER	70	70	1	CHAR	VALUE SPACES
DATE-PAID	71	78	8	CHAR	Date refund paid – Format is CCYMMDD
FILLER	79	79	1	CHAR	VALUE SPACES
DLN	80	94	15	CHAR	Document Locator Number
PAYEE-NAME-1	95	144	50	CHAR	Taxpayer name on the refund check
PAYEE-NAME-1	145	194	50	CHAR	VALUE SPACES
FILLER	195	200	6	CHAR	VALUE SPACES

CHECK CLEAR FILE - SAMPLE									
1	2	3	4	5	6	7	8	9	
12345678901234567890123456789012345678901234567890123456789012345678901234567890									
10	11	12	13	14	15	16	17	18	
12345678901234567890123456789012345678901234567890123456789012345678901234567890									
19	20								
12345678901234567890									
P	00000000000886673631	00000000003709XXXX	00000000000008454	20161012	20161013				WT1664250039360XX
P	00000000000886673631	00000000003709XXXX	0000000000000744	20161012	20161013				WT1664250039778XX
P	00000000000886673631	00000000003709XXXX	00000000000001836	20161012	20161013				WT1664250039382XX
P	00000000000886673631	00000000003709XXXX	000000000000011505	20161012	20161013				
WT1664250040631XXX									

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

Exhibit D – PIT Refund Image 90 File

PIT Refund Image 90 file: PR.NYT.TICS.IMAGE90.PI1
Backed up to: PR.TICS.IMAGE90.BKUP.PI(+1)

File Layout: (program PR.COMMON.\$BATCH.SOURCE(DJ0003B))

```
01 DJ0010I1-REC.
   05 I1-REC-ID          PIC X(03) .
   05 I1-DSN            PIC X(17) .
   05 I1-TAX-TYPE       PIC X(02) .
   05 I1-PROCESS-YEAR   PIC X(04) .
   05 I1-RETURN-TYPE    PIC X(03) .
   05 I1-FORM-TYPE      PIC X(08) .
   05 I1-FORM-SIDE      PIC X(01) .
   05 FILLER            PIC X(03) .
   05 I1-TIF-FILE-LOC   PIC X(40) .
   05 FILLER            PIC X(08) .
   05 I1-CHECK-NMBR-ID  PIC X(10) .
   05 FILLER            PIC X(08) .
   05 I1-LIAB-BEG-DATE  PIC X(08) .
   05 I1-LIAB-END-DATE  PIC X(08) .
   05 I1-EXT-TP-ID     PIC X(11) .
   05 FILLER            PIC X(08) .
   05 I1-TARGET-ID     PIC X(16) .
   05 I1-ALT-DSN-FLD REDEFINES I1-TARGET-ID.
     10 I1-ALT-DSN      PIC X(12) .
     10 FILLER         PIC X(04) .
```

Image Control File (Image90)

a. Description and Purpose

The Image Control File is a text file containing a listing of all Image Files in a given Extract. This file contains six pieces of important data:

1. The associated Tax Type of the Image File.
2. The associated Tax Year of the Image File.
3. The location of the Image File in the Saved File Directory structure.
4. The associated DLN of the Image File.
5. The associated Image Code of the Image File.
6. The associated External Taxpayer Identification (TPID) number of the Image File.

The Image Control File is used to pass the elements of an Extract's Image Files necessary to store them in the NYSDTF Content Manager Server.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

b. File Format

The Image Control File is a text file. The file contains one 158-character, plus Carriage Return/Line Feed (CR/LF), fixed field length record for each unique Image File in a given Extract. Each of these records are referred to as "Image90 Record." An Image90 Record is comprised of 16 fixed length fields:

1. 05 i90-record-identifier – A 3-character field containing a constant value of "090."
2. 05 i90-dln – A 12-character field containing the DLN³ associated to the Image File.
3. 05 i90-tax-type – A 2-character field containing a constant value of "PI."
4. 05 i90-processing-year – A 4-character field containing the tax year associated to the Image File. This is determined within the TMS program and has the format of "yyyy."
5. 05 i90-ret-type – A 3-character field containing the constant value of "TRC."
6. 05 i90-form-type – An 8-character field containing the 3-digit Image Code associated to the Image file followed by 5 spaces. The Image Code is determined within the TMS program.
7. 05 i90-new-form-side – A 1-character field containing either an "h" or "t." This value is determined in the TMS program based on whether the images in the Image File are rotated ("t") or not rotated ("h").
8. 05 filler – A 3-character field containing only spaces.
9. 05 i90-file-location – A 32-character field containing the full path of the image in the Saved File Directory structure followed by a single space. The format of this field is "images/dnnn/nn/DLN.nnn."^[1]
10. 05 filler – A 20-character field containing only spaces.
11. 05 i90-check-nmbr – A 10-character field containing only spaces.
12. 05 filler – A 25-character field containing only spaces.
13. 05 i90-external-id – An 11-character field containing the TPID number associated to the Image File. This field is left justified and padded by spaces. If no associated TPID number exists this field contains 11 spaces.
14. 05 filler – An 8-character field containing only spaces.
15. 05 i90-alternate-dln – A 12-character field containing only spaces.
16. 05 filler – A 4-character field containing only spaces.

^[1] The DLN value in the fields "05 i90-dln" and "05 i90-file-location" must match each other (i.e. positions 4 through 15 must be the same as positions 53 through 64).

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

Exhibit E – Direct Deposit Initiation File Layout, Direct Deposit Initiation File – Sample

DIRECT DEPOSIT INITIATION FILE LAYOUT					
DATA ITEM	BEG POS	END POS	LENGTH	FORMAT	COMMENTS
ACH FILE HEADER RECORD:					
RECORD-TYPE-CD	1	1	1	CHAR	VALUE '1'
PRIORITY-CD	2	3	2	CHAR	VALUE '01'
DESTINATION-CD	4	13	10	CHAR	
COMPANY-CD	14	23	10	CHAR	
FILE-CREATE-DT	24	29	6	NUMERIC	Format is YYMMDD
FILE-CREATE-TIME	30	33	4	NUMERIC	Format is HHMM
ID-MODIFIER-CD	34	34	1	CHAR	VALUE 'A'
RECORD-SIZE	35	37	3	CHAR	VALUE '094'
BLOCK-FACTOR	38	39	2	CHAR	VALUE '10'
FORMAT-CD	40	40	1	CHAR	VALUE '1'
DESTINATION	41	63	23	CHAR	VALUE to be Contractors name
COMPANY-NAME	64	86	23	CHAR	VALUE 'NY STATE'
REFERENCE-CD	87	94	8	CHAR	VALUE SPACES
ACH BATCH HEADER RECORD:					
RECORD-TYPE-CD	1	1	1	CHAR	VALUE '5'
SERVICE-CLASS-CD	2	4	3	CHAR	VALUE '200'
COMPANY-NAME	5	20	16	CHAR	VALUE 'NY STATE'
DISCRETION-DATA	21	40	20	CHAR	VALUE SPACES
COMPANY-CD	41	50	10	CHAR	
ENTRY-CLASS-CD	51	53	3	CHAR	VALUE 'PPD'
ENTRY-DESC	54	63	10	CHAR	VALUE NYSTTAXRFD '
COMPANY-DESC-DT	64	69	6	CHAR	VALUE SPACES
POST-EFCTV-DT	70	75	6	NUMERIC	Format is YYMMDD
SETTLEMENT-DT	76	78	3	CHAR	VALUE SPACES
ORIGIN-STATUS-CD	79	79	1	CHAR	VALUE '1'
DFI-ID	80	87	8	NUMERIC	
BATCH-NMBR	88	94	7	NUMERIC	
ACH DETAIL RECORD (PPD/CCD FORMAT):					
RECORD-TYPE-CD	1	1	1	CHAR	VALUE '6'.
TRANS-CD	2	3	2	NUMERIC	VALUE 22 for checking, 32 for savings
ABA-NMBR	4	12	9	NUMERIC	Bank routing number
DFI-ACCT-NMBR	13	29	17	CHAR	Taxpayer account number
RFND-AMT	30	39	10	NUMERIC	Format is 9(8)V99
TP-ID	40	48	9	CHAR	Taxpayer ID with first 5 digits masked as XXXXX
FILLER	49	54	6	CHAR	VALUE SPACES
TP-NAME	55	76	22	CHAR	Taxpayer name
DRAFT-IND	77	78	2	CHAR	VALUE SPACES
ADDENDA-IND	79	79	1	CHAR	VALUE '0'
REFUND-ID	80	87	8	NUMERIC	Voucher Number
COUNT	88	94	7	NUMERIC	Consecutive sequence number starting at 1

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

DIRECT DEPOSIT INITIATION FILE LAYOUT					
DATA ITEM	BEG POS	END POS	LENGTH	FORMAT	COMMENTS
ACH BATCH CONTROL RECORD:					
RECORD-TYPE-CD	1	1	1	CHAR	VALUE '8'.
SERVICE-CLASS-CD	2	4	3	CHAR	VALUE '200'
ENTRY-COUNT	5	10	6	NUMERIC	Record count of all direct deposits on the file
ENTRY-HASH	11	20	10	NUMERIC	Cumulative total of 1st 8 char. of ABA no.
DEBIT-AMT	21	32	12	NUMERIC	VALUE 0 - Not used
CREDIT-AMT	33	44	12	NUMERIC	Total refund amount on file Format is 9(10)V99
COMPANY-ID	45	54	10	CHAR	
FILLER	55	79	25	CHAR	VALUE SPACES
DFI-NMBR	80	87	8	NUMERIC	VALUE 0
BATCH-NMBR	88	94	7	NUMERIC	VALUE 1
ACH FILE TRAILER RECORD:					
RECORD-TYPE-CD	1	1	1	CHAR	VALUE '9'
BATCH-COUNT	2	7	6	NUMERIC	
BLOCK-COUNT	8	13	6	NUMERIC	VALUE 1
ENTRY-COUNT	14	21	8	NUMERIC	Record count of all direct deposits on the file
ENTRY-HASH	22	31	10	NUMERIC	Cumulative total of 1st 8 char. of ABA no
DEBIT-AMT	32	43	12	NUMERIC	VALUE 0 Format is 9(10)V99
CREDIT-AMT	44	55	12	NUMERIC	Total refund amount on file Format is 9(10)V99
FILLER	56	94	39	CHAR	VALUE SPACES.

DIRECT DEPOSIT INITIATION FILE - SAMPLE								
1	2	3	4	5	6	7	8	9
123456789012345678901234567890123456789012345678901234567890123456789012345678901234								
101 02100002117412700011609071350A094101VENDOR NAME NY STATE								
5200NY STATE 1741270001PPDNYSTTAXRFD 160914 1000000002016062								
62203100009565893XXXX 0000032628XXXXX1471 XXXXXXXXXXXXXXXXXXXX								
0000974740000001								
622031101143986325XXXX 0000018789XXXXX1473 XXXXXXXXXXXXXXXXXXXX								
0000974750000002								
820000000200062101230000000000000000000514171741270001 000000002016062								
9000001000001000000020006210123000000000000000000051417								

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

Exhibit F – Direct Deposit Confirmation Report File– Sample

DIRECT DEPOSIT CONFIRMATION REPORT FILE - SAMPLE								
1	2	3	4	5	6	7	8	9
1234567890123456789012345678901234567890123456789012345678901234567890123456789012345678901234								
1011741270001	0210000211610041610A094101	NY STATE						VENDOR NAME
5200NY STATE		9999999999ADM						9999999999999999
9999999999999999XXX		0000000000999999991				NY STATE		9999999999999999
705		VENDOR NAME					00010000001	
705		ELECTRONIC FUNDS TRANSFER DIVISION						00020000001
705		TRANSACTION REPORT						00030000001
705								00040000001
705		NY STATE						00050000001
705								00060000001
705	ORIGIN NUMBER	ACCOUNT NUMBER	COMPANY IDENTIFICATION	DATE				00070000001
705	9999999999	9999999999	9999999999	10/12/16				00080000001
705	=====							00090000001
705	BANK FILE NAME	CUSTOMER FILE DESCRIPTION	CREATE DATE	CREATE TIME				00100000001
705								00110000001
705	TN99VL	NY STATE	10/04/16	16/10/00				00120000001
705								00130000001
705		DEBITS	CREDITS					00140000001
705		ITEMS	AMOUNT	ITEMS	AMOUNT			00150000001
705								00160000001
705	EFT		3948	1307293091				00170000001
705	FILE TOTAL		3948	1307293091				00180000001
705								00190000001
705	=====							00200000001
705	TRANSACTION DISTRIBUTION							00210000001
705								00220000001
705	WAREHOUSE		3948					00230000001
705								00240000001
705	TOT INCL BANKNAME PRENOTES		3948					00250000001
705	=====							00260000001
705	TRANSACTION SETTLEMENT DATES							00270000001
705								00280000001
705								00290000001
705	TOTAL RELEASED							00300000001
705	=====							00310000001
705	10/12/16		3948	1307293091				00320000001
705								00330000001
705	TOTAL WAREHOUSED		3948	1307293091				00340000001
705	=====							00350000001
705	TOTAL SETTLEMENT		3948	1307293091				00360000001
705								00370000001
820000003807412700010000000000000000						13072930911741270001		021000020000001
900000100000100000003807412700010000000000000000						1307293091		

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

Exhibit G – Direct Deposit Reject File Layout, Direct Deposit Reject File – Sample

DIRECT DEPOSIT REJECT FILE LAYOUT					
DATA ITEM	BEG POS	END POS	LENGTH	FORMAT	COMMENTS
ACH FILE HEADER RECORD:					
RECORD-TYPE-CD	1	1	1	CHAR	VALUE '1'
PRIORITY-CD	2	3	2	CHAR	VALUE '01'
DESTINATION-CD	4	13	10	CHAR	
COMPANY-CD	14	23	10	CHAR	
FILE-CREATE-DT	24	29	6	NUMERIC	Format is YYMMDD
FILE-CREATE-TIME	30	33	4	NUMERIC	Format is HHMM
ID-MODIFIER-CD	34	34	1	CHAR	VALUE 'U'
RECORD-SIZE	35	37	3	CHAR	VALUE '094'
BLOCK-FACTOR	38	39	2	CHAR	VALUE '10'
FORMAT-CD	40	40	1	CHAR	VALUE '1'
DESTINATION	41	63	23	CHAR	VALUE 'STATE OF NY - TAX REFUN'
COMPANY-NAME	64	86	23	CHAR	VALUE to be Contractors name
REFERENCE-CD	87	94	8	CHAR	VALUE SPACES
ACH BATCH HEADER RECORD:					
RECORD-TYPE-CD	1	1	1	CHAR	VALUE '5'
SERVICE-CLASS-CD	2	4	3	CHAR	VALUE '200'
COMPANY-NAME	5	20	16	CHAR	VALUE 'NY STATE'
DISCRETION-DATA	21	40	20	CHAR	VALUE SPACES
COMPANY-CD	41	50	10	CHAR	
ENTRY-CLASS-CD	51	53	3	CHAR	VALUE 'PPD'
ENTRY-DESC	54	63	10	CHAR	VALUE NYSTTAXRFD'
COMPANY-DESC-DT	64	69	6	CHAR	VALUE SPACES
POST-EFCTV-DT	70	75	6	NUMERIC	Format is YYMMDD
SETTLEMENT-DT	76	78	3	CHAR	VALUE SPACES
ORIGIN-STATUS-CD	79	79	1	CHAR	VALUE '1'
DFI-ID	80	87	8	NUMERIC	
BATCH-NMBR	88	94	7	NUMERIC	
ACH DETAIL RECORD (PPD/ CCD FORMAT):					
RECORD-TYPE-CD	1	1	1	CHAR	VALUE '6'.
TRANS-CD	2	3	2	NUMERIC	
ABA-NMBR	4	12	9	NUMERIC	Bank routing number
DFI-ACCT-NMBR	13	29	17	CHAR	Taxpayer account number
RFND-AMT	30	39	10	NUMERIC	Format is 9(8)V99
TP-ID	40	48	9	CHAR	Taxpayer ID with first 5 digits masked as XXXXX
FILLER	49	54	6	CHAR	VALUE SPACES
TP-NAME	55	76	22	CHAR	Taxpayer name
DRAFT-IND	77	78	2	CHAR	VALUE SPACES
ADDENDA-IND	79	79	1	CHAR	VALUE '1'
REFUND-ID	80	87	8	NUMERIC	Voucher Number
COUNT	88	94	7	NUMERIC	Consecutive sequence number starting at 1
ACH DETAIL RECORD (PPD/ CCD FORMAT):					
RECORD-TYPE-CD	1	1	1	CHAR	VALUE '7'.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

DIRECT DEPOSIT REJECT FILE LAYOUT					
DATA ITEM	BEG POS	END POS	LENGTH	FORMAT	COMMENTS
TRANS-CD	2	3	2	NUMERIC	
BANK-CD	4	6	3	CHAR	Change or Reject code
REFUND-ID	7	14	8	NUMERIC	Voucher Number
COUNT	15	21	7	NUMERIC	Consecutive sequence number starting at 1
DATE-DEAD	22	27	6	CHAR	Format is YYMMDD
ORIG-ABA-NO	28	35	8	CHAR	Bank routing number
ADDENDA	36	70	35	CHAR	
FILLER	71	94	24	CHAR	VALUE SPACES
ACH BATCH CONTROL RECORD:					
RECORD-TYPE-CD	1	1	1	CHAR	VALUE '8'.
SERVICE-CLASS-CD	2	4	3	CHAR	VALUE '200'
ENTRY-COUNT	5	10	6	NUMERIC	Record count of all direct deposits on the file
ENTRY-HASH	11	20	10	NUMERIC	Cumulative total of 1st 8 char. of ABA no.
DEBIT-AMT	21	32	12	NUMERIC	VALUE 0 - Not used
CREDIT-AMT	33	44	12	NUMERIC	Total refund amount on file Format is 9(10)V99
COMPANY-ID	45	54	10	CHAR	
FILLER	55	79	25	CHAR	VALUE SPACES
DFI-NMBR	80	87	8	NUMERIC	
BATCH-NMBR	88	94	7	NUMERIC	VALUE 1
ACH FILE TRAILER RECORD:					
RECORD-TYPE-CD	1	1	1	CHAR	VALUE '9'
BATCH-COUNT	2	7	6	NUMERIC	VALUE 1
BLOCK-COUNT	8	13	6	NUMERIC	VALUE 1
ENTRY-COUNT	14	21	8	NUMERIC	Record count of all direct deposits on the file
ENTRY-HASH	22	31	10	NUMERIC	Cumulative total of 1st 8 char. of ABA no
DEBIT-AMT	32	43	12	NUMERIC	VALUE 0 Format is 9(10)V99
CREDIT-AMT	44	55	12	NUMERIC	Total refund amount on file Format is 9(10)V99
FILLER	56	94	39	CHAR	VALUE SPACES.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

DIRECT DEPOSIT REJECT FILE - SAMPLE		
798C035934XXXX0000252	2223704424337XXXX	376604XXXX
CHANGE150021000023691720		
621741270001780181XXXX	0000000000XXXXX0978	XXXXXXXXXXXXXXXXXXXXX
102100002369XXXX		
798C035933XXXX0001568	2223704424337XXXX	370601XXXX
CHANGE150021000023692325		
62174127000100780464XXXX	0000000000XXXXX9352	XXXXXXXXXXXXXXXXXXXXX
102100002369XXXX		
798C035933XXXX0001724	2223704424337XXXX	379602XXXX
CHANGE150021000023692402		
621741270001751XXXX	0000000000XXXXX2675	XXXXXXXXXXXXXXXXXXXXX
102100002369XXXX		
798C035933XXXX0002903	2223704424337XXXX	363600XXXX
CHANGE150021000023692961		
820000000802965080000000000000000000000001741270001		021000023691720
5200NY STATE	1741270001PPDNYSTTAXRFD	160927 1021000022251072
6217412700013165100126286XXXX0000006300XXXXX6805		XXXXXXXXXXXXX
102100002225XXXX		
799R035933XXXX0003148	0611XXXXNO A/C UNABLE TO LOCATE	
006306149021000022251072		
82000000020074127000000000000000000000063001741270001		021000022251072
5200NY STATE	1741270001PPDNYSTTAXRFD	161004 1021000023692218
6217412700010617XXXX	0000047500XXXXX7342	XXXXXXXXXXXXX 102100002369XXXX
799R035933XXXX0001337	0210XXXXNO A/C UNABLE TO LOCATE	
006307149021000023692218		
6317412700014004384XXXX	0002501900XXXXX5738	XXXXXXXXXXXXXXXXXXXXX
102100002369XXXX		
799R025933XXXX0001365	3211XXXXACCOUNT CLOSED	006307149021000023692233
6217412700011478XXXX	0000313300XXXXX5328	XXXXXXXXXXXXX 102100002369XXXX
799R025933XXXX0002249	2540XXXXACCOUNT CLOSED	
006307149021000023692664		
631741270001997663XXXX	0000048216XXXXX2402	XXXXXXXXXXXXX 102100002369XXXX
799R025933XXXX0002335	0210XXXXACCOUNT CLOSED	
006307149021000023692702		
621741270001993999XXXX	0000059914XXXXX3248	XXXXXXXXXXXXXXXXXXXXX
102100002369XXXX		
799R035934XXXX0003077	0210XXXXNO A/C UNABLE TO LOCATE	
006307149021000023693032		
621741270001499288XXXX	0000102717XXXXX1733	XXXXXXXXXXXXXXXXXXXXX
102100002369XXXX		
799R035934XXXX0003266	0210XXXXNO A/C UNABLE TO LOCATE	
006307149021000023693127		
621741270001981709525933XXXX	0000077171XXXXX6173	XXXXXXXXXXXXX
102100002650XXXX		
799R035934XXXX0000837	0960XXXXNO A/C UNABLE TO LOCATE	
006365150021000026509750		
820000001405188890000000000000000000031507181741270001		021000023692218
900000800000700000046170492100000000000000000003157018		

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

Exhibit I – Direct Deposit Reversal File Layout, Direct Deposit Reversal File – Sample

DIRECT DEPOSIT REVERSAL FILE LAYOUT					
DATA ITEM	BEG POS	END POS	LENGTH	FORMAT	COMMENTS
ACH FILE HEADER RECORD:					
RECORD-TYPE-CD	1	1	1	CHAR	VALUE '1'
PRIORITY-CD	2	3	2	CHAR	VALUE '01'
DESTINATION-CD	4	13	10	CHAR	
COMPANY-CD	14	23	10	CHAR	
FILE-CREATE-DT	24	29	6	NUMERIC	Format is YYMMDD
FILE-CREATE-TIME	30	33	4	NUMERIC	Format is HHMM
ID-MODIFIER-CD	34	34	1	CHAR	VALUE 'A'
RECORD-SIZE	35	37	3	CHAR	VALUE '094'
BLOCK-FACTOR	38	39	2	CHAR	VALUE '10'
FORMAT-CD	40	40	1	CHAR	VALUE '1'
DESTINATION	41	63	23	CHAR	VALUE to be Contractors name
COMPANY-NAME	64	86	23	CHAR	VALUE 'NY STATE'
REFERENCE-CD	87	94	8	CHAR	VALUE SPACES
ACH BATCH HEADER RECORD:					
RECORD-TYPE-CD	1	1	1	CHAR	VALUE '5'
SERVICE-CLASS-CD	2	4	3	CHAR	VALUE '200'
COMPANY-NAME	5	20	16	CHAR	VALUE 'NY STATE'
DISCRETION-DATA	21	40	20	CHAR	VALUE SPACES
COMPANY-CD	41	50	10	CHAR	
ENTRY-CLASS-CD	51	53	3	CHAR	VALUE 'PPD'
ENTRY-DESC	54	63	10	CHAR	VALUE 'TAX REFUND'
COMPANY-DESC-DT	64	69	6	CHAR	VALUE SPACES
POST-EFCTV-DT	70	75	6	NUMERIC	Format is YYMMDD
SETTLEMENT-DT	76	78	3	CHAR	VALUE SPACES
ORIGIN-STATUS-CD	79	79	1	CHAR	VALUE '1'
DFI-ID	80	87	8	NUMERIC	
BATCH-NMBR	88	94	7	NUMERIC	
ACH DETAIL RECORD (PPD/ CCD FORMAT):					
RECORD-TYPE-CD	1	1	1	CHAR	VALUE '6'
TRANS-CD	2	3	2	NUMERIC	
ABA-NMBR	4	12	9	NUMERIC	Bank routing number
DFI-ACCT-NMBR	13	29	17	CHAR	Taxpayer account number
RFND-AMT	30	39	10	NUMERIC	Format is 9(8)V99
TP-ID	40	48	9	CHAR	Taxpayer ID with first 5 digits masked as XXXXX
FILLER	49	54	6	CHAR	VALUE SPACES
TP-NAME	55	76	22	CHAR	Taxpayer name
DRAFT-IND	77	78	2	CHAR	VALUE SPACES
ADDENDA-IND	79	79	1	CHAR	VALUE '0'
REFUND-ID	80	87	8	NUMERIC	Voucher Number
COUNT	88	94	7	NUMERIC	Consecutive sequence number starting at 1
ACH BATCH CONTROL RECORD:					
RECORD-TYPE-CD	1	1	1	CHAR	VALUE '8'
SERVICE-CLASS-CD	2	4	3	CHAR	VALUE '200'

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services


DIRECT DEPOSIT REVERSAL FILE LAYOUT					
DATA ITEM	BEG POS	END POS	LENGTH	FORMAT	COMMENTS
ENTRY-COUNT	5	10	6	NUMERIC	Record count of all direct deposits on the file
ENTRY-HASH	11	20	10	NUMERIC	Cumulative total of 1st 8 char. of ABA no.
DEBIT-AMT	21	32	12	NUMERIC	VALUE 0 - Not used
CREDIT-AMT	33	44	12	NUMERIC	Total refund amount on file Format is 9(10)V99
COMPANY-ID	45	54	10	CHAR	
FILLER	55	79	25	CHAR	VALUE SPACES
DFI-NMBR	80	87	8	NUMERIC	
BATCH-NMBR	88	94	7	NUMERIC	VALUE 1
ACH FILE TRAILER RECORD:					
RECORD-TYPE-CD	1	1	1	CHAR	VALUE '9'
BATCH-COUNT	2	7	6	NUMERIC	
BLOCK-COUNT	8	13	6	NUMERIC	
ENTRY-COUNT	14	21	8	NUMERIC	Record count of all direct deposits on the file
ENTRY-HASH	22	31	10	NUMERIC	Cumulative total of 1st 8 char. of ABA no
DEBIT-AMT	32	43	12	NUMERIC	Format is 9(10)V99
CREDIT-AMT	44	55	12	NUMERIC	Format is 9(10)V99
FILLER	56	94	39	CHAR	VALUE SPACES.

DIRECT DEPOSIT REVERSAL FILE - SAMPLE									
1	2	3	4	5	6	7	8	9	
123456789012345678901234567890123456789012345678901234567890123456789012345678901234									
101	02100002117412700011609131930A094101	VENDOR NAME							NY STATE
5200	NY STATE		1741270001PPDREVERSAL		160316	1021000022016305			
6271211393134779530110343XXXX0000230000XXXXX7948									XXXXXXXXXXXXXXXXXXXXXXXXX 0999999990000001
82000000010012113931000000230000000000000001741270001									021000022016305
5200	NY STATE		1741270001PPDREVERSAL		160504	1021000022016306			
6270442043709912367107664XXXX0000006300XXXXX1392									XXXXXXXXXXXXXXXXX 0999999990000002
82000000010004420437000000006300000000000001741270001									021000022016306
9000000000001000000020016534368000000236300000000000000									

Exhibit J – New York State Office of the State Comptroller Substitute Form W-9

This form is available at the NYS Office of State Comptroller website:

https://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf

 <p style="text-align: center;">NEW YORK STATE OFFICE OF THE STATE COMPTROLLER SUBSTITUTE FORM W-9: REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION</p>											
AC 3237-S (Rev. 1/17)											
TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.											
Part I: Vendor Information											
1. Legal Business Name: _____	2. Business name/disregarded entity name, if different from Legal Business Name: _____										
3. Entity Type (Check one only): <input type="checkbox"/> Individual Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Corporation <input type="checkbox"/> Not For Profit <input type="checkbox"/> Trusts/Estates <input type="checkbox"/> Federal, State or Local Government <input type="checkbox"/> Public Authority <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Exempt Payee <input type="checkbox"/> Other _____											
Part II: Taxpayer Identification Number (TIN) & Taxpayer Identification Type											
1. Enter your TIN here: (DO NOT USE DASHES) See instructions. <table border="1" style="display: inline-table; text-align: center; width: 150px; height: 20px;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>											
2. Taxpayer Identification Type (check appropriate box): <input type="checkbox"/> Employer ID No. (EIN) <input type="checkbox"/> Social Security No. (SSN) <input type="checkbox"/> Individual Taxpayer ID No. (ITIN) <input type="checkbox"/> N/A (Non-United States Business Entity)											
Part III: Address											
1. Remittance Address: Number, Street, and Apartment or Suite Number _____ City, State, and Nine Digit Zip Code or Country _____	2. Ordering Address: Number, Street, and Apartment or Suite Number _____ City, State, and Nine Digit Zip Code or Country _____ Email Address _____										
Part IV: Vendor Primary Contact Information – Executive Authorized to Represent the Vendor											
Primary Contact Name: _____	Title: _____										
Email Address: _____	Phone Number: _____										
Part V: Certification and Exemption from Backup Withholding											
Under penalties of perjury, I certify that:											
1. The number shown on this form is my correct taxpayer identification number (TIN), and											
2. I am a U.S. citizen or other U.S. person, and											
3. (Check one only): <input type="checkbox"/> I am not subject to backup withholding. I am (a) exempt from back up withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding), or <input type="checkbox"/> I am subject to backup withholding. I have been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, and I have not been notified by the IRS that I am no longer subject to back withholding.											
Sign Here:											
_____ Signature	_____ Title										
_____ Print Preparer's Name	_____ Date										
_____ Phone Number	_____ Email Address										
DO NOT SUBMIT FORM TO IRS – SUBMIT FORM TO NYS ONLY AS DIRECTED											

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

AC 3237-S (Rev. 1/17)

NYS Office of the State Comptroller
Instructions for Completing Substitute Form W-9

New York State (NYS) must obtain your correct Taxpayer Identification Number (TIN) to report income paid to you or your organization. NYS Office of the State Comptroller uses the Substitute Form W-9 to obtain certification of your TIN in order to ensure accuracy of information contained in its payee/vendor database and to avoid backup withholding.¹ We ask for the information on the Substitute Form W-9 to carry out the Internal Revenue laws of the United States. You are required to give us the information.

Any payee/vendor who wishes to do business with New York State must complete the Substitute Form W-9. Substitute Form W-9 is the only acceptable documentation. We will not accept IRS Form W-9.

Part I: Vendor Information

1. **Legal Business Name:** For individuals, enter the name of the person who will do business with NYS as it appears on the Social Security card or other required Federal tax documents. An organization should enter the name shown on its charter or other legal documents that created the organization. Do not abbreviate names.
2. **Business name/disregarded entity name, if different from Legal Business Name:** Enter your DBA name or another name your entity is known by.
3. **Entity Type:** Check the Entity Type doing business with New York State.

Part II: Taxpayer Identification Number (TIN) and Taxpayer Identification Type

The TIN provided must match the name in the "Legal Business Name" box to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, refers to IRS W-9 instructions for additional information. For other entities, it is your employer identification number (EIN). If you do not have a number or if the account is in more than one name, refer to IRS W-9 instructions for additional information.

1. **Taxpayer Identification Number:** Enter your nine-digit Social Security Number, Individual Taxpayer Identification Number (ITIN) or Employer Identification Number (EIN).
2. **Taxpayer Identification Type:** Check the type of identification number provided.

Part III: Address

1. **Remittance Address:** Enter the address where payments, 1099s, if applicable, and official correspondence should be mailed. This will become the default address.
2. **Ordering Address:** Enter the address where purchase orders should be sent. Please note that purchase orders will be sent via email by default.

Part IV: Vendor Primary Contact Information

Please provide the contact information for an executive at your organization. This individual should be the person who makes legal and financial decisions for your organization. Name, phone number and email address are required.

Part V: Certification and Exemption from Backup Withholding

Check the appropriate box indicating your exemption status from backup withholding. Individuals and sole proprietors are not exempt from backup withholding. Corporations are exempt from backup withholding for certain types of payments. Refer to IRS Form W-9 instructions for additional information. The signature should be provided by the individual, owner, officer, legal representative, or other authorized person of the entity listed on the form. Certain exceptions to the signature requirement are listed in the IRS instructions for form W-9.

¹ According to IRS Regulations, OSC must withhold 28% of all payments if a payee/vendor fails to provide OSC its certified TIN. The Substitute Form W-9 certifies a payee/vendor's TIN.

Exhibit K – Minority and 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 _____

M/WBE

This _____ organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- 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 AGENCY 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 enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- 5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- 6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

- a. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of 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, creed, color, national origin, sex disability or marital status.
- c. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organizations' obligations herein.
- d. Contractor shall comply with the provisions of the Human Rights Law, 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, 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.
- e. This organization will include the provisions of sections (a) through (d) 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.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

Minority Business Enterprise Liaison

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

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

M/WBE Contract Goals

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____


Date: _____

Exhibit L– Contractor Sales Tax Certification Forms

These forms are available at the NYS Department of Taxation and Finance website:

ST-220-TD: https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

ST-220-CA: https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

		Department of Taxation and Finance Contractor Certification (Pursuant to Tax Law Section 5-a, as amended, effective April 26, 2006)		ST-220-TD (4/15)	
For information, consult Publication 223, <i>Questions and Answers Concerning Tax Law Section 5-a</i> (see <i>Need help?</i> below).					
Contractor name _____					
Contractor's principal place of business _____		City _____	State _____	ZIP code _____	
Contractor's mailing address (if different than above) _____		City _____	State _____	ZIP code _____	
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 _____		Covered agency telephone number () _____	
Covered agency address _____		City _____	State _____	ZIP code _____	
Is the estimated contract value over the full term of the contract (but not including renewals) more than \$100,000? Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown at this time <input type="checkbox"/>					
General information Tax Law section 5-a, 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 Form ST-220-CA, <i>Contractor Certification to Covered Agency</i> , 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.			Privacy notification New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, <i>Privacy Notification</i> . See <i>Need help?</i> for the Web address and telephone number.		
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 <i>Individual, Corporation, Partnership, or LLC Acknowledgement</i> on page 4. If you do not complete these areas, the form will be returned to you for completion.			Need help? Visit our Web site at www.tax.ny.gov <ul style="list-style-type: none"> • get information and manage your taxes online • check for new online services and features 		
For more detailed information regarding this form and Tax Law section 5-a, see Publication 223, <i>Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)</i> . See <i>Need help?</i> for more information on how to obtain this publication.			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		
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.			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.		
Mail completed form to: NYS TAX DEPARTMENT DATA ENTRY SECTION W A HARRIMAN CAMPUS ALBANY NY 12227-0826					

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

Page 2 of 4 ST-220-TD (4/15)

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 Tax Law sections 1134 and 1253, 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 affiliates.
- 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 Tax Law sections 1134 and 1253. 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 Tax Law sections 1134 and 1253. 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)

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services



New York State Department of Taxation and Finance

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 Contract number or description	
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)		Estimated contract value over the full term of contract (but not including renewals)	
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:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. 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 for 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).

Exhibit N – DTF-202, Tax Information Access and Non-Disclosure Agreement

These forms are available at the NYS Department of Taxation and Finance website:
https://www.tax.ny.gov/pdf/current_forms/misc/df202_fill_in.pdf

	Department of Taxation and Finance Tax Information Access and Non-Disclosure Agreement	DTF-202 (6/19)
Purpose of this form		
This form legally binds those who sign it to comply with the secrecy provisions of the New York State Tax Law and the Internal Revenue Code (IRC). Individuals who come into contact with, or otherwise access state or federal income tax information, are subject to the secrecy provisions of the Tax Law and the IRC and are subject to statutory penalties for violating those laws.		
It is a crime to access your own, a friend's or a family member's tax information. Violators are subject to penalties as noted below.		
Unauthorized disclosure		
Any unauthorized disclosure is a crime punishable by fine or imprisonment, or both. It is unlawful to intentionally disclose tax information such as:		
<ul style="list-style-type: none">• any information contained in a tax return, report, physical document, or computer file;• confidential systems information including functional, technical, and detailed systems design and architecture;• automated analysis techniques, systems developed by the department, audit selection methodologies; and• vendor products such as software packages.		
Unauthorized disclosure includes:		
<ul style="list-style-type: none">• divulging or making known in any manner the contents disclosed in any report or return required under the Tax Law, including computer files;• the willful browsing or accessing of taxpayer information by a person not authorized to view it; and• accessing or viewing taxpayer information without a legitimate business or work-related need.		
Violations		
New York State Tax Law: Any violation of the secrecy provisions of this agreement is punishable by a fine of up to \$10,000, imprisonment up to one year, or both. Corporations may be subject to a fine of up to \$20,000. State officers and employees making unlawful disclosures are also subject to dismissal from public office for a period of five years. [Tax Law § 1825]		
New York State Penal Law: Any violation of Section 195.00 in relation to misconduct of public servants is punishable by up to one year of imprisonment. Other New York State Penal Law violations may also apply.		
Internal Revenue Code: Any violation of the secrecy provisions of this agreement is punishable by a fine of up to \$1,000 for each access or unauthorized disclosure, imprisonment of up to one year, or both, together with the costs of prosecution. [IRC §§ 6103, 7213, and 7213A]		
Who must sign		
This form must be signed by:		
<ul style="list-style-type: none">• All officers and agents of the Tax Department.• Any contractor or subcontractor hired by the Tax Department, including their designated employees.• Any bank or other depository, its officers or employees, that may receive a return or report required under the Tax Law.• Any person who is permitted by law to inspect a return or report, including employees of other NYS agencies, or who may have access to a return or report.• Unescorted visitors to any Tax Department building or premises.		
<i>(continued on page 2)</i>		www.tax.ny.gov

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

Page 2 of 2 DTF-202 (6/19)

We will not process this form and may revoke your access if:

- you leave any fields incomplete or blank;
- any of your entries are illegible;
- you do not sign and date where indicated;
- your signature is not original; or
- the home address you entered is not your place of residence.

Certifications

By signing below, you certify the following:

- You have read the contents of this *Tax Information Access and Non-Disclosure Agreement*, understand the Tax Department secrecy provisions, and will adhere to these provisions even after your relationship with the Tax Department ends.
- Your access to Tax Department information is for a proper purpose and does not constitute an unauthorized disclosure.
- You have read this document and understand its contents.

Access to tax information and Tax Department systems is subject to monitoring.

Individual's signature	Printed name and title of individual	Date signed
Individual's email address		Individual's phone number
Individual's home address (house number and street)		City State ZIP code
Printed name of employer		
Supervisor's name	Supervisor's title	
Employer's business address (number and street)		City State ZIP code

Properly complete all fields and sign where indicated.

Return this completed form to: **NYS TAX DEPARTMENT
OFFICE OF INTERNAL AFFAIRS
W A HARRIMAN CAMPUS
ALBANY NY 12227-0811**

If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Questions?

Call us at 518-530-4391.

www.tax.ny.gov

Exhibit O – Preliminary Base Contract

THIS AGREEMENT made this [XX] day of [month], 2021 by and between the New York State Department of Taxation and Finance, located at Building 9, W.A. Harriman State Office Campus, Albany, New York 12227 (hereinafter referred to as the “Department, “DTF” or “State”) and [XXXX], with its principal place of business located at [XXXX] (hereinafter referred to as the “Contractor” or “Bank”). The Department and the Contractor are collectively referred to as the “Parties.”

WHEREAS, the Department issued Request for Proposals (RFP) 19-100 on July 7, 2020, seeking proposals for Controlled Disbursement and Direct Deposit Services; and

WHEREAS, the Contractor submitted a timely bid proposal to provide the Services set forth in RFP 19-100 and the Department has determined that the Contractor is responsible; and

WHEREAS, pursuant to Section 7, Proposal Evaluation, of said RFP, the Contractor was determined to have provided the best value proposal and has been determined capable of providing the required Services; and

WHEREAS, the Contractor is prepared to provide the Services according to the terms of this Agreement, and recognizes that transition of the Services to a successor Contractor, at the direction of the Department, is a fundamental requisite of such undertaking.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the Parties hereto agree as follows:

ARTICLE I. DEFINITIONS

The following terms when used herein shall have the specified meanings:

Agreement - This Contract C400725, which includes all documents identified in Article II (Entirety of Agreement).

Attorney General or AG - The New York State Attorney General or his/her designee.

Base Contract - That portion of the Agreement preceding the signatures of the Parties.

Changes, Change Control or Change Control Procedure - See RFP 19-100.

Commissioner - The Commissioner of the New York State Department of Taxation and Finance, or his/her designee.

Confidential Information - Shall have the meaning set forth in Article VII (Secrecy Provisions) herein.

Contractor - [*successful Bidder's name to be inserted here*].

Corrective Action Plan (CAP) - a plan described in Article XVIII (Performance Deficiencies, Corrective Action, Remedies and Reimbursements) that may be provided by DTF to Contractor in the event of a Deficiency in performance of the Services.

Cure Period - The period of time during which the Contractor shall have the opportunity to cure a Deficiency or a Material Breach, as set forth in a Notice of Deficiency issued by the

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

Department.

Defect or Deficiency - Any failure by Contractor to meet requirements in providing the Services pursuant to this Agreement.

Department and/or **DTF** - The New York State Department of Taxation and Finance.

Disaster Recovery Plan - The Contractor's plan to deal with potential disasters so the effects will be minimized and the organization will be able to maintain or quickly resume mission critical functions, including providing the Services.

Dispute Resolution - The procedure set forth in Article XIX (Dispute Resolution) for resolving disputes arising under this Agreement.

Licensed Documentation - The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, which are necessary to enable the State to properly test, install, operate and enjoy full use of the Product.

Licensed Software - Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g., patches, fixes, programming temporary fixes, programs, code or data conversion, or custom programming).

Material Breach by Contractor - The failure to perform an obligation that Contractor is bound to perform under this Agreement which impacts the State or, in the sole judgment of the State, is fundamental to the Agreement and the Contractor's failure to perform defeats its purpose.

Notice of Defect or Deficiency or **NOD** - The written notification furnished by the Department to the Contractor initiating a Cure Period. Such notice shall set forth the failure(s) that have been identified which may give rise to a Material Breach of the Agreement if not corrected during the Cure Period.

Notice of Termination - The written notification issued to the Contractor by DTF following a Cure Period, if applicable, which sets forth the termination date of the Agreement.

OGS-BSC - The New York State Office of General Services, Business Services Center.

OSC - The New York State Office of the State Comptroller.

Performance Audit - An audit and/or review for the purpose of measuring compliance with the Requirements.

Performance Audit Program - The State's program to conduct Performance Audits of Contractor Services.

Proposal - The bid submitted by Contractor in response to RFP 19-100.

Reimbursement(s) - A payment made by the Contractor to compensate for a loss caused by Contractor deficiency or error in providing the Services (see Article XVIII, Performance Deficiencies, Corrective Action, Remedies and Reimbursements).

Requirement(s) - See RFP 19-100.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

Services - All functions and work to be performed by the Contractor, including but not limited to routine services, required to be performed by Contractor in accordance with RFP 19-100, and this Agreement, as modified through any Change Procedures, if applicable.

Site(s) - Any location within or outside of the continental United States (“CONUS”) where Services are performed by the Contractor.

Subcontractor - Any individual or other legal entity including, but not limited to, a sole proprietorship, partnership, limited liability company, firm or corporation with whom the Contractor or another Subcontractor enters into a contract to perform all or part of the Contractor’s obligation(s) under the Agreement.

Tax Law - The New York State Tax Law.

Tax Secrecy - The sections of the Tax Law and the Internal Revenue Code enumerated in Article VII (Secrecy Provisions).

All other defined terms are set forth in RFP 19-100.

ARTICLE II. ENTIRETY OF AGREEMENT

The entire Agreement shall consist of the documents listed below. Conflicts between these documents shall be resolved in the following order of precedence:

Appendix A to RFP 19-100, “Standard Clauses for New York State Contracts,” dated October 2019;

Exhibit N to RFP 19-100, DTF-202, Tax Information Access and Non-Disclosure Agreement, dated June 2019;

Any written amendments and/or changes to the Agreement agreed to by the Parties and approved, where necessary, by the Attorney General and the Office of the State Comptroller;

Base Contract;

Any Amendments and Clarifications to RFP 19-100, including Questions and Answers issued by DTF, as follows: *[List by Title and/or Date]*;

RFP 19-100 (including all attachments, exhibits and appendices to the RFP, but excluding Appendix A and Exhibit N);

Contractor’s Proposal Clarifications, as follows: *[List by Title and/or Date]*;

Contractor’s Proposal, as modified by any clarifications thereto and excluding banking services schedules and other standard bank-related materials submitted by Contractor with proposal, and including Contractor’s completed attachments; and

Banking services schedules and other standard bank-related materials that apply specifically to the services being rendered that are submitted by Contractor with its Proposal and which are further negotiated between the State and Contractor. Nothing contained in such schedules and materials will be effective to the extent that it constitutes a variance with the terms or requirements of the Agreement, the RFP 19-100, or any of

the above-referenced documents.

ARTICLE III. CONTRACTOR RESPONSIBILITIES

In addition to the Contractor's responsibilities set forth elsewhere in this Agreement, the Contractor shall:

- A.** Provide the required Services as set forth herein, in RFP 19-100, and the Contractor's Proposal in response to said RFP;
- B.** Be a state or federally chartered bank that is authorized to do business in New York State, and shall have at least one branch or office with a physical location in New York. The Contractor shall maintain such status and a physical location in New York throughout the life of the Agreement;
- C.** Establish all bank accounts as are required by the State to provide the Services, and ensure correct and timely processing of all transactions in accord with the RFP Requirements;
- D.** Have on file with the State, Attachment 9, Undertaking for Bank Deposits and Assignment of Securities before the bank accounts are established;
- E.** Ensure complete and timely processing of all electronic items and original checks;
- F.** Be and remain a member of NACHA and be and remain at all times compliant with all applicable banking rules and NACHA Rules;
- G.** Be insured by the Federal Deposit Insurance Corporation ("FDIC") for the term of this Agreement including any renewal, extension, and transition period(s);
- H.** Comply with the pledge of collateral requirements of Sections 105 and 106 of the State Finance Law, for the term of the Agreement, including any transition period. OSC shall establish and periodically review and adjust, as necessary, amounts held as collateral pursuant to this Agreement. Contractor shall comply with any adjustments in collateral required by OSC. The State reserves the right to periodically verify the amount of collateral held;
- I.** Comply with the Tax Secrecy requirements set forth in Article VII;
- J.** Immediately notify DTF of instances of fraud or misconduct in connection with performance of the Agreement, including any instance of employee or Subcontractor discipline or termination(s) related to misconduct in the performance of the Services required in this Agreement;
- K.** Warrant and affirm that the terms of this Agreement do not violate any contract or agreement to which the Contractor is a party and that Contractor's other contractual obligations will not adversely influence its performance under this Agreement;
- L.** Continue to evidence financial stability, in accordance with the Financial Stability Requirements of the RFP, throughout the term of the Agreement;
- M.** Maintain insurance as set forth in RFP 19-100 and this Agreement;

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

- N.** Maintain accurate records;
- O.** Accept Department oversight, and keep the Department informed of any problems encountered in providing the Services;
- P.** Pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and give all notices and comply with all federal, state, and local laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Agreement;
- Q.** Ensure Subcontractor compliance with all responsibilities under this Agreement, as applicable;
- R.** Work in good faith with the State to accommodate any changes. Changes, as defined in Article XV (Change Control Procedures), shall be initiated through the Change Control Procedure (Appendix C);
- S.** Not disclose any data provided by the Department to any other individual or entity except as expressly provided by law. The data provided, while in the custody of the Contractor, must be kept confidential, and the Contractor must take all reasonable and prudent steps to ensure the data is fully protected and secured;
- T.** Notify the Department in writing whenever non-material deviation from any of the Requirements contained in the Agreement is necessary. Such notification shall specify the reason strict adherence to a Requirement is not possible and the specific time period(s) during which such adherence is not possible. Written approval from the Department is required to release the Contractor from strict adherence to Requirements and procedures. Material deviations are not permitted and may be considered a Material Breach of this Agreement;
- U.** Make good faith efforts to follow any recommendations made by the Department regarding the performance of the Agreement;
- V.** Ensure that Contractor team members observe the Department work rules while working on the Department premises; and
- W.** Accepts sole and complete responsibility for the timely accomplishment of all activities required under this Agreement.

ARTICLE IV. DEPARTMENT RESPONSIBILITIES

In addition to the Department's responsibilities set forth elsewhere in the RFP and this Agreement, the Department shall:

- A.** Oversee the Services provided by Contractor and make reasonable recommendations regarding the performance of such Services;
- B.** Make diligent efforts to provide the Contractor with direction, assistance, procedures, and contact persons necessary to perform in accordance with the requirements herein;
- C.** Promptly designate the appropriate contacts following the date of commencement of this Agreement;

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

- D. Cooperate with the Contractor to utilize, where necessary, informal dispute resolution as well as the formal dispute resolution process to facilitate the timely resolution of any disputes that arise;
- E. Provide access to DTF staff, as necessary, to provide the Contractor the business information needed to perform Services under this Agreement;
- F. Be responsible for the performance of its employees and agents;
- G. Advise the Contractor of the security rules, procedures, and regulations that DTF may from time to time establish with respect to DTF's premises, property, records, and data; and
- H. Use its best efforts to ensure that any reasonable deficiencies identified by the Contractor are corrected expeditiously.

ARTICLE V. AGREEMENT TERM

The initial term of the Agreement shall commence upon approval of the New York State Attorney General (AG) and the Office of the State Comptroller (OSC) and be effective through 12/31/2026. The Contract may be renewed, at DTF's sole discretion, for one (1) two-year extension through 12/31/2028.

In addition to the above, the Agreement includes:

- a transition period, which may be invoked at DTF's sole discretion, of up to twelve (12) months beyond the end of the initial term, or any extension period(s), as applicable to provide for an orderly transition of Services to a Subsequent Service Provider; and
- an Abandoned Property period of eighteen (18) months beyond the end of the transition period to perform the Abandoned Property process as required by OSC.

The use and length of the transition period will be at the sole discretion of the State. No new disbursement transactions will be initiated against the bank account resulting from this contract subsequent to the twelve-month transition period.

ARTICLE VI. FEES, PAYMENT AND COLLATERAL

All fees and payments shall be in accordance with this Article VI., Section 4, Financial Requirements of RFP 19-100, which is incorporated in its entirety herein by reference, and Contractor's financial proposal, Attachment 22, Financial Response Form of RFP 19-100. The fees shall not be increased during the first three years of the contract term. Thereafter, the fees may be increased for each subsequent annual period of said term upon the anniversary of the contract with no less than 60 days' written notice to the Department. Such increase shall be limited to the lesser of the Consumer Price Index for All Urban Consumers ("CPI-U"), U.S. City Average, All Items, as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the preceding 12-month period or 3% over the prior year's fees. Any increase granted shall be effective on the contract anniversary date and calculated using the index number published four months preceding the anniversary date of the contract. If at any time the above index is discontinued or becomes unavailable, the State reserves the right to implement a comparable index.

NOTE: All requested increases shall be subject to negotiation between the Department

and the Contractor and, if applicable, must be approved by OSC.

A. Method of Compensation

OSC reserves the right to determine the method to be used to compensate the Contractor for Services. This determination will be made on an account-by-account basis.

The method may include Direct Fee, Compensating Balances, or a combination of both. The method of compensation shall be that which is expected to provide the lowest cost of Services to the State, as determined by OSC. OSC reserves the right to change the compensation method. OSC will not change the method of compensation at a frequency greater than once annually, except in extraordinary circumstances, as determined by OSC. OSC shall provide the Contractor with advance notice of such a change. If an alternate payment method is deemed necessary by OSC, payment procedures shall be established by authorized representatives of the Contractor and OSC in accordance with the Cost Proposal, depending on the method of compensation.

Depending upon the method of compensation chosen by OSC, the following procedures will be used to determine the payment for Services:

1. Payment by Direct Fee

If OSC elects to pay by Direct Fee, it may choose to offset the fee payment with Earnings Credits (as hereinafter defined) or request Earnings Credits reimbursement from the Contractor. If, for any month, the Earnings Credits exceed the monthly bank charges, the Contractor shall carry forward the excess to the following month or, at the election of OSC, such excess may be applied against the cost of Services for any other Compensating Balance relationship the Contractor has with OSC. Earnings Credits are to be calculated using the following formula:

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

Where:

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

Time = number of days in period/365

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

Payment for Services by Direct Fee must be billed by the Contractor to OSC and will be paid in accordance with the voucher and audit procedures set forth in the Contract. When payment is by Direct Fee, the Contractor must provide a monthly bank account analysis electronically (currently an 822 file) to OSC along with the invoice to OSC as applicable. This analysis must include the monthly volume and total costs associated with the Accounts.

2. Payment by Compensating Balances

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

If OSC elects to pay by Compensating Balances, an account specific to this use may need to be established. The value of the Compensating Balances shall be calculated using the same formula as shown above under "Payment by Direct Fees" provided, however, that the Earnings Credit Rate shall be determined based on an OSC computation which factors a three-year average spread between OSC's Short Term Investment Pool rate and the monthly average investment rate on the three-month Treasury Bill as determined at the weekly auction and published on the US Treasury website or the Bank's standard rate, whichever is greater. The Earnings Credit Rate shall be determined by OSC and confirmed with the Contractor monthly. If payment is made via Compensating Balances, the Contractor must provide a monthly bank account analysis electronically (currently an 822 file) to OSC. This analysis must include the monthly volume and total costs associated with the Accounts. All excess Earnings Credits on a monthly basis must be carried forward to offset future payments throughout the term of the Contract.

B. Alternate Method of Compensation

The State reserves the right to determine the method to be used to compensate the Contractor for Services. The method may include, but is not limited to, Direct Fee, Compensating Balances, or a combination of both. The method of compensation shall be that which is expected to provide the lowest cost of Services to the State, as determined by the State. The State reserves the right to change the compensation method. The State will not change the method of compensation at a frequency greater than once annually, except in extraordinary circumstances, as determined by the State. The State shall provide Contractor with advance notice of such change. If an alternate payment method is deemed necessary by the Department, OSC or the New York State Division of the Budget ("DOB"), payment procedures shall be established by authorized representatives of Contractor, the Department, DOB and OSC in accordance with the fee schedule, depending on the method of compensation.

C. Payment Procedures

1. Electronic Payment

Payment for invoices submitted by the Contractor will only be rendered electronically and in accordance with ordinary State procedures and practices. Contractor shall comply with the State Comptroller's procedures to authorize electronic payments and acknowledges that Contractor will not receive payment on any invoices submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures. The Commissioner, in his/her sole discretion, may authorize payment by paper check, if specifically requested by the Contractor in advance, due to extenuating and documented circumstances necessitating payment by paper check.

In order to receive payment, Contractor must complete and update, as appropriate, its Vendor Record through the online Vendor Self-Service Portal with the applicable Automated Clearing House (ACH) information (e.g., bank routing number, bank account number, account type) into which the Contractor wants payment deposited. It is the Contractor's responsibility to access the self-service portal, follow instructions provided there, and accurately supply the required information to set up electronic payments. Contractor must input the required ACH information and not permit the payment type to default to payment by paper check. In addition to inputting the appropriate ACH information in the State Comptroller's Vendor Record system, the Contractor must also advise DTF in writing of the ACH payment

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

information (bank account location) into which it wants payment remitted for this Agreement. The Vendor Self-Service Portal can be found at <https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER>. Contractors requiring assistance with accessing or using the self-service portal should contact the NYS Statewide Financial System (SFS) by e-mail at helpdesk@sfs.ny.gov, or by telephone at (855) 233-8363.

2. Properly Submitted Invoices

Payment will be made only upon submission of proper invoices by the Contractor, and in accordance with Article 11-A of New York State Finance Law.

Required Information on properly submitted invoices:

- Contractor's SFS Vendor Number;
- Invoice or account number;
- Name of NYS Agency to which goods or services related to the invoice were provided;
- A valid NYS Purchase Order (PO) Number and Contract number associated with the invoice; and
- Line item details that match the corresponding PO line item.

The State may, in accordance with Article XVIII (Performance Deficiencies, Corrective Action, Remedies and Reimbursements) hereof, retain from any invoice such monies due Contractor, as may be necessary to remedy any deficiency or error, including, but not limited to, any penalties or Reimbursements that may be assessed against the Contractor under the terms of this Agreement.

All invoices will be subject to the State's acceptance of the Services for which billing is being made.

Submission:

Preferred Method:

Submit invoices through the SFS Vendor Portal. (Note: Do **not** email or send a paper copy, in addition to submitting an invoice via the SFS Vendor Portal.)

Alternate Method:

Email invoices to the OGS-BSC at: accountspayable@ogs.ny.gov including the invoice number and the name of the agency being billed in the subject field. (Note: Do **not** send a paper copy, in addition to the electronic invoice.)

OR

Mail invoices to OGS-BSC at the following U.S. postal address:

New York State Department of Taxation and Finance
c/o NYS OGS Business Services Center
1220 Washington Ave, Building 5, 5th Floor
Albany, NY 12226-1900

3. Payment in the Event of Termination or Suspension

In the event of termination, the Contractor shall be entitled to compensation for Services not in dispute performed through the date of termination, in the State's sole discretion.

In the event of suspension, the Contractor shall be entitled to compensation for non-suspended Services which are acceptable to the State, in its sole discretion.

4. Payment Records

The Contractor must maintain adequate records as prescribed by the State to substantiate all claims for payment and must make those records available in New York State for examination and copying.

D. Office of the State Comptroller Collateral Requirements

Contractor must comply with the pledge of collateral requirements of Sections 105 and 106 of the State Finance Law, for the term of the Agreement, including any renewal and transition period(s). OSC shall establish and periodically review and adjust, as necessary, amounts held as collateral pursuant to this Agreement. Contractor must comply with any adjustments in collateral required by OSC. OSC reserves the right to periodically verify the amount of collateral held.

ARTICLE VII. SECRECY PROVISIONS

A. New York State Tax Secrecy Provisions

The various secrecy provisions of the Tax Law (e.g., Tax Law §§ 487, 697(e) and 1825) prohibit independent contractors from disclosing tax information in any manner and provide for misdemeanor prosecution for violations. The secrecy provisions of the Internal Revenue Code (26 USC § 6103) provide for felony prosecution for unauthorized disclosure of Federal tax information in the possession of the Department.

All other information about the Department's operations not covered by the preceding provisions of law must be kept confidential as if it were so covered. Contractor representatives must comply with the administrative procedures enforcing these rules.

The Contractor, all staff members and Subcontractors shall agree to view, access, and use only that information relevant and necessary to provide Services to the State under the Agreement; and to subscribe to the provisions of §§ 73 and 74 of the Public Officers Law.

B. Tax Secrecy - Required Forms and Training

The Contractor acknowledges and agrees that it has read, will comply and will require each employee and/or Subcontractor performing services under this Agreement to execute the Tax Information Access and Non-Disclosure Agreement form (DTF-202 as set forth in Exhibit N of the RFP) in their individual capacity and provide completed originals to the Department.

The Contractor, any Subcontractor, and employees of both who, in the course of providing Services to DTF in connection with this Agreement, may view or access tax secret

Confidential Information shall complete the Department's Annual Access and Disclosure Training on DTF's website at <https://www.tax.ny.gov/about/procure>.

C. Breach of Confidentiality Provisions

The Contractor, through its employees and agents, may have access to tax secret and other confidential and/or proprietary information and materials of the State and tax secret and other confidential and/or proprietary information and materials of third parties rightfully in the State's possession ("Confidential Information"). Contractor shall maintain all such information in confidence for the sole and exclusive benefit of the State, and shall not use same for any purpose whatsoever other than rendering Services to the State. Contractor shall execute, and shall cause its employees and agents having access to such Confidential Information of the State to execute, confidentiality agreements in such form as the State may reasonably request.

Contractor acknowledges that any unauthorized use or disclosure of Confidential Information may cause irreparable damage to the State. If an unauthorized use or disclosure occurs, the Contractor shall, at its expense, take such commercially reasonable steps that are necessary to recover Confidential Information and to prevent its subsequent unauthorized use or dissemination, including availing itself of actions for seizure and injunctive relief. If the Contractor fails to take these steps in a timely and adequate manner, the State may take them at the expense of the Contractor.

The Contractor shall be fully liable for breach of the confidentiality provisions of this Agreement in an amount not to exceed the amount allowed by applicable Federal or New York State law (including any damages construed as incidental, consequential or indirect damages). Liability limitations set forth in this Agreement shall not apply to breaches involving the Contractor's confidentiality obligations.

D. Information Security Breach and Notification

Contractor expressly agrees to comply with the provisions of Section 208 of the State Technology Law (the "Law") and any future amendments thereto. Contractor shall comply with all obligations imposed by the notice provisions of the Law with respect to any computerized "private information" (as defined in the Law) received, handled, processed, uploaded, or maintained by Contractor on behalf of the Department under this Agreement (hereinafter, the "Department Information"). In the event of a "breach of the security of the system" (as defined by the Law), Contractor shall promptly notify the Department upon discovery or notification of such breach. Such notice to the Department shall be made by contacting the Department's Information Security Office by email to: ISO.Mail@tax.ny.gov. Contractor shall promptly commence an investigation, in cooperation with the Department, to determine the scope of the breach and to restore the security of the system. Upon completion of Contractor's investigation, prompt notice will be provided to the Department. To the extent the Department determines that notifications are required to be sent out pursuant to the Law, Contractor shall be responsible for providing such notifications to all required recipients including, in accordance with New York State policy, non-New York State residents whose private information is reasonably believed to have been exposed as a result of the breach, and all costs associated with providing such notices shall be borne by Contractor. It is expressly agreed that Contractor shall be obligated to receive authorization from the Department prior to making any notifications to any individuals, the State Office of Information Technology Services, the Department of State – Division of Consumer Protection, the Attorney General's Office or any consumer reporting agencies concerning a breach of the security of the system, or prior to making any determination

whether or not to delay notifications due to law enforcement investigations. Contractor agrees that the Department shall have final approval over the form, content, mode of transmission, and timing of any notice to be provided concerning a breach of the security of the Department Information. Nothing contained herein shall be interpreted as reducing or altering Contractor's obligations under section 899-aa of the General Business Law.

E. Additional Remedies Related to a Security Breach

Contractor shall, in conjunction with the State, reasonably cooperate with any federal or State agencies that may investigate a security breach.

Contractor shall be liable for the costs associated with a security breach, including but not limited to, remediation cost, fees and expenses including cost of any forensic investigation, replacement or restoration required due to any virus, information security breach or any other incident compromising the availability, privacy, security, integrity or usability of any State and/or taxpayer data, and any financial loss suffered by the State and, where applicable, the non-State data subject.

At the State's option where a security breach involves "private information" (as defined in State Technology Law, Section 208), Contractor shall:

1. Pay the cost of providing required notices to all three credit bureaus;
2. Provide affected individuals with identity monitoring services, including credit monitoring, for a period of no less than 36 months;
3. Provide affected individuals with identity theft insurance for a period of no less than 36 months;
4. Provide identity restoration services to affected individuals who, within 36 months of a security breach, have their identity compromised as a result of a security breach;
5. Provide call center support to assist affected individuals for a period of no less than 90 days after notice of a security breach has been distributed to all affected individuals; and

In the event of a material security breach, the State may terminate this Agreement and obtain a refund of the prorated portion of any Fees paid applicable to the remaining portion of this Agreement in addition to any other remedies available to it.

F. Ownership and Return of the State's Data

The State retains sole ownership and intellectual property rights in and to all information, data, databases, data compilations, reports, charts, graphs, diagrams, or other information provided or made accessible by the State to the Contractor, or created by the Contractor pursuant to the Agreement. The Contractor shall not copy or use such records except to carry out contracted work under the terms herein, and shall not transfer nor display such records to any other party not involved in the performance of this Agreement. The Contractor does not have the right to retain such data.

The Contractor must, during the term of the Agreement (including any extensions and/or transition or disengagement), provide the State with access to any such data maintained by the Contractor. The Contractor must, in accordance with applicable law and the

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

instructions of the State, exercise due care for the protection of such data, and maintain appropriate data integrity safeguards against the deletion or alteration of the data.

Contractor will destroy or return all data and records to the State upon completion of the work hereunder. Promptly after the termination or expiration of the Agreement, the Contractor shall, at no cost to the State, perform the following actions with respect to such data: (i) transmit the data to the State or its designee(s) in a format that is easily usable by the State or its designee(s) and does not contain any proprietary software or other materials of Contractor or third parties; (ii) destroy the data and any copies, extracts, descriptions, and summaries thereof contained in the Contractor's records or systems; and (iii) provide the State with a written certification of such destruction executed, under penalty of perjury, by an Officer of the Contractor.

ARTICLE VIII. IMPLEMENTATION

Contractor shall provide the State with an Implementation Plan setting forth the Contractor's testing plan, criteria, and timeframes, for review and acceptance by the State.

Contractor shall carry out and perform the Implementation Plan in a timely and efficient manner. The dates set forth in the Implementation Plan may be modified only by mutual written agreement among the Parties. The State will determine the number of Implementation tests to be performed, the performance measures which demonstrate successful Implementation of the Services, the length of User Acceptance Testing ("UAT") and the means of testing Contractor performance and delivery of the Services. Contractor may make recommendations to either OSC or DTF regarding performance measures, length of UAT, and the means of testing the Services, but the State will have final responsibility for determining such criteria.

The Contractor shall notify the State when the Services to be provided are ready for UAT, which will begin no later than the date set forth in the Implementation Plan for such testing. The State will have a defined number of days, set forth in the Implementation Plan, from receipt of such notification to test the Services for compliance with the Requirements. The State will provide Contractor, after the end of the test period, written acceptance of Contractor's Certification or Notice of Deficiency ("NOD"), as applicable, within the timeframe as provided in the Implementation Plan. Upon receipt of a NOD, Contractor shall diligently proceed to correct all Deficiencies and thereafter notify the State when the Services are again ready for UAT. This process will continue until the State provides written acceptance of Contractor's Certification, or determines that the Contractor is incapable of achieving acceptance of Certification, which incapacity will be considered a Material Breach.

ARTICLE IX. CONTRACTOR PERFORMANCE MONITORING

Contractor agrees to comply with all Requirements for providing the Services as set forth in RFP 19-100. Performance monitoring, reviews and/or audits will be conducted by the State to determine the Contractor's compliance with the Requirements. The Contract sets forth a notice process and remedies that may be imposed for non-compliance. See Article XVIII "Performance Deficiencies, Corrective Action, Remedies and Reimbursements."

Certain performance criteria are a result of statutory requirements and Department rules, regulations, policies and procedures. Future mandated changes that alter processing systems may require that criteria be adjusted accordingly, or result in the imposition of new Requirements. Any changes to Requirements, whether or not so mandated, shall be proposed,

evaluated and implemented in accordance with the Change Control Procedure.

A. Evaluating Contractor Performance

Performance monitoring and audits shall be conducted by the Department or its agent or other governmental agencies to evaluate compliance with the Requirements. Performance

Monitoring/Audits will ascertain, in part, whether:

1. The processing complies with the Requirements.
2. Automated processing and deposit systems necessary to comply with Requirements in providing the Services are implemented and maintained.
3. Appropriate controls are implemented and maintained in order to ensure complete and accurate processing.
4. Security measures are implemented and maintained.
5. Disaster Recovery, Fail Safe Operations and Business Continuity capability are maintained consistent with the Requirements.
6. Complete and accurate documentation is maintained consistent with Requirements.

B. Audit Frequency

Performance monitoring and audits not requiring access to Contractor's premises may be ongoing throughout the Agreement, at the Department's discretion. Performance monitoring and audits requiring access to Contractor's premises may be conducted at any point in time for a reasonable duration and frequency as determined by the Department. All audits requiring access to Contractor's premises shall be subject to Contractor's reasonable security procedures. All such audits will minimize, to the greatest extent possible, any disruption to Contractor's on-going business operations.

C. Contractor Cooperation

The Contractor must cooperate fully with DTF, or its designee(s), for all performance reviews.

Cooperation includes, but is not limited to, providing DTF exclusive access to Contractor employees, provision of all necessary documents in a timely manner as determined by DTF, and provision of adequate working space to conduct such reviews.

In addition to reviews by DTF or its designee(s), the Contractor must cooperate fully with the Office of the State Comptroller (OSC), or its designee(s), or any other appropriate State oversight entity, for all aspects of audit, reviews, etc.

During the conduct of performance monitoring or audit, the Department may identify the need for certain documentation. After written notification by the Department, Contractor shall provide all such requested documentation within the time frames specified by the Department. Contractor shall also provide sufficient space and support for the conduct of such audits at no cost to the Department. Failure to cooperate with performance monitoring or audits may result in the imposition of reimbursements, and may constitute a Material Breach of the Agreement.

Contractor shall, at the Department's request, provide reasonable cooperation in support of performance monitoring or audit of Subcontractors' or third-party services supporting the provision of the Services.

ARTICLE X. MAINTENANCE AND ENHANCEMENTS

Contractor agrees to perform Maintenance and Enhancement Services for the duration of this Agreement. An activity constituting Maintenance which Contractor performs generally for other customers receiving products or services that are part of the Services shall be performed for DTF for no additional compensation. The prior written authorization of a Department program manager is required prior to Contractor performing any Maintenance. The prior written authorization of a Change Control Representative is required prior to Contractor performing any Enhancement Services. Contractor agrees to perform Enhancement Services as detailed in Appendix C, Change Control Procedure, of the RFP and Article XV, Change Control Procedures of this Agreement.

ARTICLE XI. SERVICES MANAGEMENT

A. Site(s)

The State shall have the right to disapprove any change in Site location(s) if the State determines that such change would adversely affect provisions of the Services. The Contractor's Sites must be in compliance with applicable building codes, regulations and laws.

B. Information Technology Security Requirements

In the event Contractor is a Covered Entity subject to regulations of the New York State Department of Financial Services, Contractor shall be deemed to be subject to sections 500.05, 500.06, 500.08, 500.12, 500.14, 500.15, and 500.16 of 23 NYCRR §500 et seq, regardless of its size or revenue.

In the event Contractor is not a Covered Entity, Contractor agrees to have in place cybersecurity safeguards and protections consistent with the safeguards and protections of 23 NYCRR §500 et seq and no less stringent than any cybersecurity requirements required by the Contractor's home state.

C. Staff Resources

1. Management and Staff

Contractor shall provide management and staff resources to support the delivery of the Services in accordance with Requirements.

2. Removal of Management and Staff Personnel

The Department shall have the right to require the removal of any Contractor staff person assigned to this project for work related cause upon written notification to the Contractor. Such notification shall set forth the reasons for the request for removal. Once an employee is removed, Contractor shall promptly provide an equivalent substitution.

3. Personnel Changes by Contractor

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

The Contractor shall notify the Department of planned personnel changes (including, but not limited to terminations, reassignments and organizational restructuring) of managers responsible for the provision of the Services. Such notification must be received by the Department at least fourteen (14) days prior to the effective date of the change when feasible, or else as soon as possible after the change.

If the Contractor makes a personnel change for a manager(s) and the Department believes the result of such change will cause degradation of the Services performed by the Contractor, then the Department may pursue the Dispute Resolution process (as described in Article XIX of this Agreement) regarding such change.

D. Equipment

Contractor shall acquire and maintain the Equipment needed to perform the Services in accordance with the Requirements. Contractor shall pay all installation, recurring, and other charges relating to the installation and use of communications lines in connection with providing the Services.

ARTICLE XII. SECURITY

A. System Security and Data Access System

Contractor agrees to provide and maintain an automated system security and data access system to restrict and monitor access to confidential Department data to persons involved in providing the Services.

B. Physical Security

Contractor agrees to maintain sufficient physical security measures to ensure that all appropriate and necessary precautions are taken to prevent unauthorized access to the designated processing locations and those locations are appropriately restricted and/or monitored for the safety and confidentiality of the Department's assets. Subject to reasonable Contractor security procedures, the Department may perform physical security inspections without affording Contractor prior notice. The Department reserves the right to initiate a performance review or audit if warranted by the findings of the security inspection.

C. Data Security

In the event that any data is lost or destroyed because of any act or omission of the Contractor or any non-compliance with the obligations of this Agreement, then Contractor, at its own expense, shall reconstruct such data as soon as feasible. Contractor shall reimburse the Department for any costs incurred by the Department in correcting, recreating, restoring or reprocessing such data or in providing assistance therewith.

The Contractor must, during the term of the Agreement (including any renewal(s), transition phase and/or disengagement process) provide the Department with access to Department data maintained by the Contractor.

The Contractor must maintain the data for the period of time required by the Department unless a longer period is required by applicable law or regulation. Any such statutory or regulatory retention requirement(s) shall be demonstrated by Contractor to the Department upon request. The Contractor must exercise due care for the protection of the data and maintain appropriate data integrity safeguards against the deletion or alteration of the data.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

Promptly after the termination or conclusion of the Contract, the Contractor shall provide all such data still within its possession or that of its Subcontractors to the Department, or sanitize such data, consistent with the Transition Plan.

ARTICLE XIII. DISASTER RECOVERY/FAIL SAFE OPERATIONS /BUSINESS CONTINUITY PLAN

The Contractor has in place a comprehensive Disaster Recovery/Fail Safe Operations/Business Continuity Plan (Disaster Recovery Plan) to provide alternative arrangements for all Services in the event of a short-term business interruption and/or long-term loss of performance capability. The Contractor must provide a sufficient level of Disaster Recovery, Fail Safe, and Business Continuity operations to ensure that disruptions to Services are minimized with no negative impact to the Department or payees. All functionality must have full redundancy.

The Disaster Recovery Plan incorporates all alternate facilities, equipment, telecommunications lines, staff or other resources required to ensure continuity of Services required pursuant to this Agreement, which may be interrupted for any length of time by a disaster or other unforeseen event. The Disaster Recovery Plan must encompass all recovery activities for the original operating location and include a flow chart of the disaster recovery mechanism. The Disaster Recovery Plan must ensure that the security and confidentiality requirements are maintained during the relocation of operations to an alternate location(s), at the alternate location(s), and during restoration of the original operating location(s).

To the extent the Contractor or Subcontractor (if any) updates the Disaster Recovery Plan as required to reflect technological, system or other changes, the Contractor must notify the Department there have been updates to the Disaster Recovery Plan and provide the Department or its designee with updated relevant information, as appropriate or requested.

Contractor represents that there will be no change of address as to which DTF will transmit its data in the event of a disaster/disruption and that its Disaster Recovery Plan will provide the State with continuous Services in any circumstances, while minimizing impact on State operations so that any interruption will be short-lived and Contractor can resume performance as quickly as possible without disruption to the State's operations. Contractor will demonstrate the ability for DTF to continue to transmit so that Contractor can process all data and provide all Services when Contractor moves to the backup instance upon a disaster/disruption event. Prior to implementation, Contractor will provide its proof of concept including summary level test results to DTF, which will demonstrate the successful validation of recovery capabilities and that contractual commitments to DTF will be met in the event of a disruption. The proof of concept is a summarization and narration of how the workflow proceeds, including all applicable rerouting instructions Contractor would undertake at time of disruption, as well as provide DTF with additional logistical protocols and controls Contractor will implement to protect DTF information. The review of workflow will be verified and validated annually at a minimum to ensure awareness, and change management will be undertaken in such manner as to maintain a state of Services continuation readiness. Contractor will discuss DTF's testing requirements and follow Contractor's standard testing protocols to design and execute any required testing. At all times, the security and integrity of DTF's information will be protected. Contractor subject matter experts from the business, application development, and data center/network operations will be engaged in this process. All testing gaps will be recorded and tracked to closure.

A. Failure to Implement Disaster Recovery Plans

If Contractor fails to timely implement the Disaster Recovery Plan necessary to recover the Services under this Agreement, then it shall be liable for damages and Reimbursements caused thereby.

B. Disaster Event Notification

Contractor shall as soon as possible, but no later than twenty-four (24) hours after the occurrence of an event requiring activation of the Disaster Recovery Plan, inform the Department that the Disaster Recovery Plan has been activated. At that time, Contractor shall provide the Department with a description of the nature and extent of the disaster, an assessment of the impact on all Services provided pursuant to the Contract and a description of the specific recovery actions with their associated timeframes which have been or will be taken as part of the Disaster Recovery Plan. Contractor will provide appropriate periodic updates of the recovery process as required by the Department.

C. Fail Safe Operations

Contractor must safeguard the operating environment used for providing the Services in the event of Contractor's business termination, bankruptcy, or any other business restructuring affecting the operating environment. Safeguards must include, but not be limited to, allowing for reconstruction of the operating environment at another Site and specifically preserving source code changes, as well as key system components and documentation.

ARTICLE XIV. WARRANTIES

A. Rights and Authority

Contractor warrants that (1) at all times it shall have all rights, authorizations and licenses necessary for Contractor to provide the Services; and (2) each of the Contractor's employees and agents assigned to perform Services under this Agreement has the proper skills, training and background (core competencies) so as to be able to perform the Services in a competent and professional manner.

B. Proprietary Software

Contractor warrants and represents full ownership, clear title free of all liens, and/or that Contractor has obtained all necessary rights to use any proprietary software and related documentation required by Contractor to perform the Services set forth in this Agreement.

C. Third-Party Licensed Software and Licensed Documentation

If the Contractor is the licensee or sub-licensee of third-party licensed software that it or the Department will use in connection with the Services performed under the Agreement, then the Contractor warrants that:

1. Such license or sub-license has not expired.
2. Such license or sub-license allows the Department to use, execute, copy, display and distribute such software and documentation, for at least as long as the Contractor performs the Services under the Agreement.

D. Virus Warranty

Contractor warrants that it shall employ industry standard measures to prevent incorporation of known viruses or worms or other devices capable of halting operations, copying, erasing or altering data or programs with respect to any Services provided. If it is discovered that Proprietary Software used in performing the Services contains a virus, worm or device, then Contractor shall take appropriate measures at its sole expense, to remove such virus, worm or device and assist the Department, if necessary, with the restoration of data and/or software that has been damaged as a result of such virus, worm or device.

E. No Disabling Code Warranty

Contractor warrants that Proprietary Software, if any, shall not contain disabling code planted by Contractor and/or a Subcontractor of Contractor that will activate upon a predetermined date or that can be remotely activated by Contractor and/or a Subcontractor of Contractor without the Department's prior written consent.

The warranties specified in this section shall be in addition to the warranties made by Contractor elsewhere in this Agreement.

ARTICLE XV. CHANGE CONTROL PROCEDURES

- A.** The Parties agree that any requisite Changes must be addressed quickly and efficiently. Change means any addition to, deletion from, enhancement or modification of: (i) the Services; (ii) the Requirements; or (iii) the specifications, schedule, or manner of delivery as outlined in RFP 19-100. All Changes must be initiated by a Change Request submitted pursuant to the Change Control Procedure as set forth in RFP 19-100 Appendix C.
- B.** Upon the State's written approval of the Change Control, such Change Control will be deemed part of this Agreement, and Contractor and the State will perform in accordance with such Change Control. Neither the State nor Contractor shall have any obligation to proceed with the performance of any Change Control until approval of the applicable Change Control.
- C.** DTF may request that the Contractor provide Enhancement Services (through the Change Control Procedure). However, the State is under no obligation to ask the Contractor to provide Enhancement Services and reserves the right to develop and implement any such program Enhancements internally or to obtain Enhancement Services from a third party. The Contractor agrees to work in good faith with DTF and any other involved party to develop and implement such Enhancements. Prior written authorization of DTF is required prior to Contractor performing any Enhancement Services. The Contractor will not be paid for such Enhancement Services performed internally by the State or through a third party.

ARTICLE XVI. REPORTING

- A.** Contractor shall provide all electronic data and reporting as identified in RFP 19-100. Contractor shall provide an account analysis in report form for each account maintained by Contractor for each month on behalf of the Department pursuant to this Agreement. Such report shall specify, at a minimum, the average ledger balance, average uncollected funds, reserve requirements, itemization of the number of and fee per transaction(s), the applicable earnings rate and the basis for such rate. This account analysis shall be

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

transmitted within thirty (30) Business Days following the end of the Contractor's reporting period to the Department and the Office of New York State Comptroller.

B. Corrective Reporting

Where any of the reports are found to require correction after being transmitted, Contractor shall as soon as reasonably possible (consistent with its obligations to securities agencies and stock exchanges) notify the Department of any such corrections and transmit a revised report in its entirety with the corrected data.

C. Other Financial and Administrative Reports

The Department may request the submission of additional financial and administrative reports, on either a routine or an ad hoc basis, and Contractor agrees to provide such additional reports as may be reasonably requested by the Department.

ARTICLE XVII. RESERVED RIGHTS

In addition to its other rights as allowed under this Agreement, the Department reserves the following rights:

- A. To request a copy of Federal Form I-9, Employment Eligibility Verification, for each individual assigned to work under this Agreement, if the Contractor is so legally obligated to obtain and retain such Form I-9. The social security number of the employee, if listed on Form I-9, shall be redacted from the form;
- B. In the State's sole discretion, to allow extra time for the delivery of a deliverable, without waiver of, or prejudice to, any of its rights;
- C. To terminate the Agreement should the Contractor not cooperate with a State investigation. This includes, but is not limited to, not providing immediate and unfettered access to personnel and records relating to the Agreement;
- D. To terminate the Agreement if the Contractor does not resolve a conflict of interest to the State's satisfaction;
- E. To send its officers and/or employees or agents into the office locations and plants of the Contractor and any Subcontractor for inspection of the facilities and operations provided for performance of any Services. On the basis of such inspection, where the Contractor/Subcontractor is found to be non-compliant with Agreement safeguards, the Contractor/Subcontractor shall promptly take action to remedy such non-compliance. Such determination will be made at the sole discretion of DTF; and
- F. To negotiate mutually acceptable modifications throughout the term of this Agreement.

ARTICLE XVIII. PERFORMANCE DEFICIENCIES, CORRECTIVE ACTION, REMEDIES AND REIMBURSEMENTS

Contractor agrees to comply with all Requirements for providing the Services as set forth in RFP 19-100. Performance monitoring, reviews and/or audits will be conducted by the State to determine the Contractor's compliance with the Requirements.

A. Notice of Deficiency/Corrective Action/Forfeiture

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

If the State determines that Contractor is deficient in meeting any Requirement, including but not limited to, implementation of the processes/Services, then the State may email a Notice of Deficiency (“NOD”) to Contractor informing Contractor of the Deficiency and requesting it be cured. The State may, but is not required to, provide the Contractor with a Corrective Action Plan (“CAP”) outlining steps to be taken to cure the Deficiency.

If a Deficiency is not resolved within the timeframe set by the State in the NOD, the State may email a second NOD to the Contractor or impose invoice retainage as detailed herein. The State, may, at its option retain 25% of any amount due to Contractor until the Deficiency is rectified. If the Deficiency is rectified within a time period satisfactory to the State, then the State shall pay to the Contractor the retained amounts. If, however, the Deficiency is not corrected within that timeframe, then Contractor shall forfeit the retained amounts as a penalty for the uncured Deficiency. Thereafter, Contractor shall continue to forfeit 25% of the amount of the invoices for each month, until such time as the Deficiency is corrected, or the State determines to pursue other remedies.

B. Reimbursements

If the Contractor’s Deficiency results from any of the issues listed below, then with respect to such Deficiency, the State will not provide any Cure Periods to Contractor, and Contractor shall be required to provide Reimbursements, as follows:

1. If the Contractor fails to implement and keep a debit block on the account(s) as required by the RFP and as a result the State incurs a loss, then Contractor shall reimburse the State, as the case may be, for that loss.
2. If the Contractor makes an error that results in a bank charge being assessed against a taxpayer, then upon verification of that bank charge by the State, the Contractor shall reimburse the taxpayer for the bank charges incurred as a result of the Contractor’s error.
3. If the Contractor fails to timely implement the Disaster Recovery Plan necessary to recover the Services, then the Contractor shall reimburse for any losses or damages caused thereby.
4. If the Contractor fails to timely implement the production services by the agreed-upon dates, then Contractor shall reimburse the State, as the case may be, for any loss incurred by the State, as the case may be as a result of Contractor’s failure.
5. If the Contractor fails to timely implement system modifications by the agreed-upon dates, then Contractor shall reimburse the State, as the case may be, for any loss incurred by the State, as the case may be as a result of Contractor’s failure.
6. If the Contractor fails to support State efforts related to criminal investigation of employees of the Contractor or the Subcontractor, then Contractor shall reimburse the State, as the case may be, for any loss incurred by the State, as the case may be as a result of Contractor’s failure.
7. If the Contractor fails to process disbursements in a timely manner as specified in the Requirements, then the Contractor shall reimburse the State for any loss incurred by the State as a result of Contractor’s failure.

C. Cover and Substitute Services

If Contractor's failure to meet the Requirements results in the State's normal business operations being materially interrupted, then the State, as the case may be, will be entitled to immediately seek and obtain cover, e.g., substitute Services, at Contractor's expense until Contractor's failure has been cured. The Contractor will not be paid for the Services affected by the performance failure if substitute Services must be performed by a third party or by the State, or if the State must pay any additional costs for substitute Services.

D. Other Remedies

The remedies set forth above are not exclusive. The State may retain from amounts otherwise payable to Contractor such money as may be necessary to satisfy any claim for damages or Reimbursements the State may have against Contractor.

The State also retains the right to terminate the Agreement. Such termination will not give rise to any cause of action against the State for any kind of damages, loss of profits, or other remuneration of any kind.

ARTICLE XIX. DISPUTE RESOLUTION

In the event of a dispute not subject to the provisions set forth in Article XVIII (Performance Deficiencies, Corrective Action, Remedies and Reimbursements) above, resolution will first be sought through conference between the State and the Contractor. The party initiating the process will notify the other parties in writing and set forth the issues for resolution and provide all necessary documentation. Unresolved disputes will be resolved by the State, whose decision is final and binding. During the dispute resolution period all Services will be performed. If the Contractor pursues any legal or equitable remedy outside this resolution process, the Contractor shall continue to perform work in accordance with the direction of DTF until such proceedings may be concluded and will continue to be paid in accordance with the Agreement, less any amounts attributable to the dispute.

ARTICLE XX. TERMINATION OR SUSPENSION

A. Termination or Suspension for Cause

In the event of a Material Breach or if the State deems the Contractor's performance unsatisfactory at any time during the term of this Agreement, the State reserves the right to terminate or suspend this Agreement in whole or in part, or to terminate or suspend the Contractor's Services with respect to a specific matter or matters, immediately upon written notice to the Contractor.

Examples of Material Breach include, but are not limited to, the following:

1. Failure of Contractor to maintain financial stability as set forth under the Agreement, such that the State cannot reasonably expect Contractor to satisfactorily perform its obligations through the term of this Agreement and which are of a material nature and directly and negatively impact the Services. Contractor may be provided with an opportunity to demonstrate that it has restored its financial stability, and has obtained sufficient resources to continue to perform through the term of this Agreement.
2. Repeated failure of Contractor to perform its obligations under the Agreement.
3. Failure of Contractor to maintain the confidentiality of and/or security of Confidential

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

Information, including taxpayer data or tax administration policies and procedures and/or any other data security breach as set forth in the RFP or the Agreement.

4. Failure of Contractor to activate the Disaster Recovery Plan within a reasonable period of time, as determined by the State, in the event a disaster/disruption event occurs.
5. Failure of the Contractor to remain a responsible Contractor consistent with applicable New York State law, regulations and/or policy.
6. A finding that the certification filed by the Contractor in accordance with Procurement Lobbying was intentionally false or intentionally incomplete.
7. A finding that the information filed by the Contractor in accordance with the requirements for Vendor Responsibility is incomplete, untrue or inaccurate.
8. Failure of Contractor to maintain Vendor Responsibility substantially similar to, or superior to, its status as of the execution of this Agreement.
9. A finding that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law was not timely filed, was intentionally false or intentionally incomplete.
10. Failure of Contractor to cooperate fully with DTF, or their designees during reviews or audits conducted in connection with the Services.
11. Failure of the Contractor to provide customer service within CONUS as required by the RFP.

If it is subsequently determined for any reason that the Contractor was not in Material Breach or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control and without the fault or negligence of the Contractor, the State will have the option to deem the Termination or Suspension for Cause to have been issued hereunder as a Termination or Suspension for Convenience or to allow the Contractor to resume performance under the Agreement without an increase in cost.

In the event of Termination or Suspension for Cause, Contractor shall be liable for the State's direct damages resulting from such Material Breach, subject to the limitations and exclusions contained in Article XXI (Indemnification and Limitation of Liability).

B. Termination or Suspension for Convenience

The State may terminate or suspend this Agreement in whole or in part, or terminate or suspend the Services with respect to a specific matter or matters, without cause upon 30 days prior written notice without penalty or other early termination charges due.

C. Notice of Termination or Suspension

In the event of termination or suspension of the Agreement by the State, a written notice of termination or suspension will be issued. Except as otherwise provided, where any notice is required to be provided by the State to Contractor, such notice will be delivered in accordance with Article XXX.N (Notices).

D. Transition Plan

Upon termination or expiration of the Agreement, for any reason, Contractor, under the direction of the State will cooperate to finalize and execute the Transition Plan.

ARTICLE XXI. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. Indemnification

Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify, defend and save harmless the Department from all suits, actions, damages and costs of every name and description including relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, without limitation, provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Department.

B. Indemnification Relating to Infringement

Contractor shall fully indemnify, defend and save harmless the Department/State, its officers, employees, and agents or Subcontractors without monetary limitation from and against any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses), arising out of or related to any claim of, or action for, infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party intellectual property rights in each case to the extent caused by any product or Services provided by Contractor hereunder, provided that such claim arises out of any product or Services as supplied by the Contractor, and not out of any modification of the product or Services made by the Department or by someone other than the Contractor at the direction of the State without Contractor's approval. The Department shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, promptness of which shall be established by the Department upon the furnishing of written notice and verified receipt, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the Department may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Department shall require. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense when it determines there is an issue involving a significant public interest.

In the event that any action at law or equity is commenced against the Department/State arising out of a claim that the Department's use of the product or Services infringes any patent, copyright, trademark, trade secret, or proprietary right, the Contractor will indemnify the Department/State for any expense due to such claim and will cooperate with the Department and the Attorney General in the defense of that claim. If 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 the Contract, Contractor shall immediately notify the Department and the New York State Office of the Attorney General in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Department and seek to secure a continuance to

permit the Department to appear and defend its interest in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the Department may have.

C. Limitation of Liability

Except as otherwise provided in this Agreement, and as set forth in the Indemnification and Indemnification Relating to Infringement paragraphs above, the limit of liability shall be as follows:

1. Contractor's liability for any claim, loss or liability arising out of, or connected with the Services, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed: (i) three times (3X) the fees paid to the Contractor for the preceding 12 months from the incident giving rise to the liability; or (ii) Seven Hundred and Fifty Thousand Dollars (\$750,000), whichever is greatest; provided, however, that such dollar limitation shall not apply to direct damages resulting from Contractor's (i) willful, malicious, intentional misconduct, (ii) intentional tortious conduct, or (iii) gross negligence.
2. In the event of termination of the Agreement, the State will not be liable for damages, loss of profits, expenses, specific performance or remuneration for future performance of any kind

NOTWITHSTANDING THE FOREGOING, CONTRACTOR REMAINS LIABLE WITHOUT MONETARY LIMITATION, FOR DIRECT DAMAGES FOR PERSONAL INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY OR INTELLECTUAL PROPERTY ATTRIBUTABLE TO THE NEGLIGENCE OR OTHER TORT OF CONTRACTOR, ITS OFFICERS, EMPLOYEES OR AGENTS.

ARTICLE XXII. FORCE MAJEURE

Neither party shall be responsible to the other for a delay resulting from its failure to perform if neither the fault nor negligence of the Department or the Contractor, its officers, employees or agents contributed to such delay and the delay is due directly to: acts of God, wars, acts of public enemies, strikes, fire or floods, or other similar causes beyond the control of the either party, or for any of the foregoing which affects Subcontractors or suppliers and no alternate source of supply is available to the Contractor. In such event, the aggrieved party shall notify the other party, by certified or registered United States mail return receipt requested, facsimile transmission, personal delivery, expedited delivery service, or email of the delay or potential delay and the cause(s) thereof either (a) within ten calendar days after the cause which creates or will create the delay first arose if the aggrieved party could reasonably foresee that a delay could occur by reason thereof, or (b) if the delay is not reasonably foreseeable, within five calendar days after the date the aggrieved party first had reason to believe that a delay could result. The foregoing shall constitute the aggrieved party's sole remedy or excuse with respect to such delay. In the event performance is suspended or delayed in whole or in part, by reason of any of the aforesaid causes or occurrences and proper notification is given to the other party, any performance so suspended or delayed shall be performed by the aggrieved party at no increased cost, promptly after such disabilities have ceased to exist unless it is determined in the sole discretion of the Department that the delay will significantly impair the value of the Agreement to the Department. In the event of such determination, the Department may immediately terminate the Agreement with written notice.

ARTICLE XXIII. CONTINUING ADMINISTRATIVE REQUIREMENTS

A. Vendor Responsibility

1. General Responsibility

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Taxation and Finance 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.

2. Suspension of Work (for Non-Responsibility)

The Commissioner 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 or his or her designee issues a written notice authorizing resumption of performance under the Contract.

3. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate DTF officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner 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.

B. Sales and Compensating Use Tax

The Contractor shall comply with all documentation requirements of Section 5-a of the Tax Law, as set forth in RFP 19-100 at Section 5.2.17, Sales and Compensating Use Tax Documentation, which is incorporated in its entirety herein by reference.

C. Procurement Lobbying

If this Agreement is renewed or amended, Contractor shall be subject to the Procurement Lobbying requirements set forth in RFP 19-100 and shall submit updated Procurement Lobbying forms as are required by the Department.

ARTICLE XXIV. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: REQUIREMENTS AND PROCEDURES

A. General Provisions

1. The Department is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

2. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Department, to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws.

B. Contract Goals

For purposes of this Contract, the Department hereby establishes an overall goal of 0% percent for MWBE participation, 0% percent for New York State-certified minority-owned business enterprise (“MBE”) participation and 0% percent for New York State-certified women-owned business enterprise (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of MBEs and WBEs.

C. Equal Employment Opportunity (“EEO”)

1. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
2. In performing the Contract, the Contractor shall:
 - (a) Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - (b) The Contractor shall submit an EEO policy statement to the Department within seventy-two (72) hours after the date of the notice by the Department to award the Contract to the Contractor.
 - (c) If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, the Department may require the Contractor or subcontractor to adopt a model statement (see RFP Exhibit K, Minority and Women-Owned Business Enterprises - Equal Employment Opportunity Policy Statement).
 - (d) The Contractor’s EEO policy statement shall include the following language:
 - i. 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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

group members and women in its work force.

- ii. 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.
- iii. 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.
- iv. The Contractor will include the provisions of Subdivisions (i) through (iii) of this Subsection (d) and Paragraph 5 of this Section C, 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.

3. Staffing Plan (see RFP Attachment 21)

To ensure compliance with this section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by the Department.

4. Workforce Utilization Report (see RFP Exhibit M)

(a) The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Department on a quarterly basis during the term of the Contract.

(b) Separate forms shall be completed by the Contractor and any subcontractors.

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

ARTICLE XXV. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. The Department of Taxation and Finance recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of The Department of Taxation and Finance contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, The Department of Taxation and Finance conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/> Bidder/Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

ARTICLE XXVI. CONTRACTOR AND SUBCONTRACTORS

A. Contractor

The Contractor is acting as the prime Contractor under this Agreement and agrees not to subcontract any of its Services, unless as indicated in its proposal, without the prior written approval of DTF. Approval shall not be unreasonably withheld upon written request to subcontract. Any such approval does not relieve Contractor of its ultimate responsibility for all Services performed under the Agreement. The Contractor shall be:

1. Responsible for, and liable to, the Department for performing in accordance with this Agreement. Contractor shall not in any way be relieved of any financial, programmatic or service responsibility under the Agreement by its agreement with any Subcontractor or by the Department’s approval of such an agreement with a Subcontractor.
2. Responsible for supervising the work of its Subcontractors performing any Services under the Agreement consistent with industry standards applicable to such work.
3. As fully responsible for the acts and omissions of its Subcontractors and employees as it is for acts and omissions of its own employees and agents.
4. Responsible for payment of all Subcontractors and suppliers engaged by or through the Contractor in performance of this Agreement.

B. Subcontractors

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

Contractor may arrange for a portion/s of its responsibilities under this Agreement to be subcontracted to qualified, responsible Subcontractors, subject to the approval of DTF. A Subcontractor shall be defined as any firm or person who is not a full time employee of the Contractor, engaged or assigned to perform work under the Agreement. If the Contractor determines to subcontract a portion of the services, the Subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this Agreement must be fully explained by the Contractor to DTF. As part of this explanation, the Subcontractor must submit to DTF a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form.

The Department reserves the right to reject any proposed Subcontractor, assignee or supplier for bona fide business reasons, which may include, but are not limited to: that the proposed Subcontractor is on the Department of Labor's list of companies with which New York State cannot do business; the Department determines that the Subcontractor is not qualified; or unsatisfactory contract performance or service has been previously provided by such Subcontractor.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this Agreement including, but not limited to:

1. That the work performed by the Subcontractor must be in accordance with the terms of the Agreement including, but not limited to, Appendix A and RFP 19-100, Controlled Disbursement and Direct Deposit Services;
2. That Subcontractor shall comply with the provisions of section 5-a of the Tax Law and all Secrecy provisions;
3. That all subcontracts between the Contractor and Subcontractor to perform services in connection with this Agreement shall expressly name the State, through DTF, as the sole intended third party beneficiary of such subcontract;
4. That nothing contained in such subcontract shall impair the rights of the Department;
5. That nothing contained herein shall create any contractual relation between any Subcontractor and the Department;
6. That Subcontractor shall maintain all records with respect to work performed under the Subcontractor in the same manner as required of the Contractor; and
7. That the Department shall have the same authority to audit the records of all Subcontractors as it does those of the Contractor.

DTF reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make DTF or the State a party to any subcontract or create any right, claim, or interest in the Subcontractor or proposed Subcontractor against DTF.

DTF reserves the right, at any time during the term of the Agreement, to (1) request and be provided with a copy of the written subcontract between the Contractor and Subcontractors and (2) to verify that the written subcontract is in compliance with all the provisions of this section and any subcontract provisions contained in this Agreement.

The Contractor shall give DTF immediate notice in writing of the initiation of any legal action or suit which relates in any way to subcontract with Subcontractor or which may affect the performance of the Contractor's duties under the Agreement. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of the Agreement.

If at any time during the performance of this Agreement total compensation to a Subcontractor exceeds or is expected to exceed \$100,000, that Subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

ARTICLE XXVII. ETHICS PROVISIONS

A. Public Officers Law/Former State Employees

The Contractor shall subscribe to and comply with all applicable requirements of Public Officers Law Sections 73 and 74, the Procurement Lobbying Reform Act of 2005, and other New York State statutes, rules, and regulations establishing ethical standards for the conduct of business with New York State. Failure to comply with those provisions may result in termination of the Agreement and/or other civil or criminal proceedings as required by law.

The Contractor, and any Subcontractors, may hire former DTF employees. However, former employees of DTF may neither appear nor practice before DTF, nor receive compensation for services rendered on a matter before DTF, for a period of two years following their separation from DTF service. In addition, former DTF employees are subject to a "lifetime bar" from appearing before DTF or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with DTF.

B. Ethics Requirements

The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The Contractor certifies that all its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Agreement term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such

Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

ARTICLE XXVIII. NO CONFLICT OF INTEREST (CONTRACTOR & SUBCONTRACTORS)

- A. The Contractor has provided a form (Attachment 18 to the RFP, Vendor Assurance of No Conflict of Interest or Detrimental Effect), signed by an authorized executive or legal representative attesting that the Contractor's performance of the Services does not and will not create a conflict of interest with, nor position the Contractor to breach any other contract currently in force with the State of New York, that the Contractor will not act in any manner that is detrimental to any State project on which the Contractor is rendering services.
- B. The Contractor hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify DTF immediately of any actual or potential conflicts of interest.
- C. In conjunction with any subcontract under this Agreement, the Contractor shall obtain and deliver to DTF, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the Subcontractor. The Contractor shall also require in any subcontracting agreement that the Subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to DTF a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its Subcontractors prior to entering into a subcontract.
- D. DTF and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing, or establish new, relationships. The State will review the nature of any relationship and reserves the right to terminate this Agreement for any reason, or for cause, if, in the judgment of the State, a real or potential conflict of interest cannot be cured.

ARTICLE XXIX. INSURANCE

- A. The Contractor is required to provide proof of Workers' Compensation and Disability Insurance as set forth in RFP 19-100 at Section 5.2.9, Workers' Compensation and Disability Benefits Certifications, which requirements are incorporated herein in their entirety by reference.
- B. [Consistent with its proposal:
 - 1. The Contractor shall maintain adequate insurance coverage as set forth in its proposal or as set forth herein.
 - 2. The Contractor shall, at a minimum, include the Department, and the State as additional insureds as to Commercial General Liability insurance, Cybersecurity insurance and Umbrella insurance [and other insurance].
 - 3. The Contractor shall provide the Department with certificates of insurance showing

such insurance coverage prior to the commencement of any work hereunder. By requiring insurance, DTF does not represent that certain coverage and limits will necessarily be adequate to protect the Contractor, and such coverage limits shall not be deemed a limitation on the Contractor's liability to the Department under this Agreement.]

4. Contractor shall be insured by the Federal Deposit Insurance Corporation ("FDIC") for the term of this Agreement including any renewal, extension, and transition period(s).

ARTICLE XXX. GENERAL TERMS AND CONDITIONS

A. Americans with Disabilities Act

The Contractor's and Subcontractor's operations Sites must be in compliance with applicable building codes and the Americans with Disabilities Act.

B. Appendix A

The Contractor has read and agrees to Appendix A (Standard Clauses For New York State Contracts) which is incorporated as part of the Agreement without revision.

C. Assignment of Rights and Duties

The Contractor may not assign the Agreement except in accordance with Section 138 of the State Finance Law and Appendix A. The State may assign this Agreement to any New York State agency provided that the assignee agrees in writing to be bound by the terms and conditions of this Agreement. The State agrees to provide the Contractor 30 days' prior written notice of any such assignment.

D. Authorized Representatives

The following individuals are authorized representatives of the Parties and by signing documents do bind their respective party:

On behalf of the Department:

- Commissioner
- Executive Deputy Commissioner
- Chief Financial Officer
- Director, Procurement Services

On behalf of the Contractor:

_____ [To be provided] _____

E. Continuity of the Agreement

The terms and conditions of this Agreement shall remain in full force and effect for the term of this Agreement and the Contractor agrees to provide all Services for such term, regardless of any reorganizations, consolidations or mergers to which the Contractor is, or may become, a party.

Notwithstanding the foregoing, Appendix A, Standard Clauses for NYS Contracts; Article VII. Secrecy Provisions; Article XXI. Indemnification and Limitation of Liability; and subsection H. of this Article XXX, General Terms and Conditions, Evidence/Litigation Support; shall survive the expiration or termination of this Agreement. Any insurance requirements set forth herein shall survive six months beyond the termination of this Agreement, or longer, as otherwise prescribed in Article XXIX, Insurance of this Agreement.

F. Cooperation with Department, State and/or Federal Investigations

The Contractor must cooperate fully with any investigation conducted by the State or its designee acting on its behalf, including but not limited to, the Inspector General's Office, the DTF Office of Internal Affairs, the New York State Police or any local, state or federal law enforcement agency. If the State determines it necessary to investigate relative to a possible or actual (1) crime, or (2) breach of confidentiality or security, in either case related to the Services provided under this Agreement, Contractor and its Subcontractors shall cooperate fully with the State's efforts to investigate and identify the responsible individuals. Upon written notification from the State, Contractor and its Subcontractors shall make their employees and all relevant records, including personnel records and employee photographs, available to investigators. The Contractor must allow the State to interview Contractor's employees and/or agents on matters related to the Agreement during normal business hours. Contractor representatives may be disallowed from being present when the State determines (at its sole discretion) that such presence would present a potential conflict or impede an investigation or review. The Contractor shall provide immediate and unfettered access to the State to all records deemed necessary by the State for the conduct of an investigation. In the case of criminal investigations, an out of state Contractor or out of state Subcontractor performing any of the Services, must accept a subpoena served upon one of its New York State branches/offices or the Secretary of State designated for this purpose. Additionally, the Contractor must refer, to the Department's Office of Internal Affairs, any information indicating there is reasonable cause to believe that any of its employees or third-party servicers might have engaged in fraud or other criminal misconduct in the administration of the Agreement.

G. Dual Employment Provision

The Contractor shall implement and administer a "dual employment policy" under the Code of Ethics in Government Act. The Contractor will not knowingly or recklessly employ a State employee in the provision of the Services under this Agreement. Further, if the Contractor discovers that an employee is also an employee of the State, the Contractor shall immediately notify the Department and take appropriate action to remove such employee from the provision of Services under this Agreement. The Contractor agrees that all the Contractor's personnel, whether permanent or temporary, involved in providing Services pursuant to this Agreement shall be required to sign a document at the time of employment attesting that they are not employed by the State.

H. Evidence/Litigation Support

During the term of this Agreement (including extensions and transition periods, if applicable) and for a reasonable time thereafter, the Contractor shall cooperate with any request by the Department to provide an affidavit or equivalent document (and supporting testimony to the extent reasonably necessary) to establish the accuracy,

trustworthiness, authenticity or admissibility, in any administrative or judicial proceeding involving the Department, of any systems and procedures utilized by the Contractor, and any records generated by the Contractor in connection with the Services provided under this Agreement, subject to any right of the Contractor to make a claim to the presiding officer in any administrative or judicial proceeding that such records are confidential and/or privileged. The provisions of this section shall survive the termination or expiration of this Agreement.

I. Extension of Use

The terms and conditions of this Agreement may be extended to any other New York State agency, political subdivision, governmental jurisdiction or other authorized entity, through the use of a formally executed agreement between the Contractor and the state agency, political subdivision, governmental jurisdiction, or other authorized entity, subject to review and approval of the Office of the New York State Attorney General and the Office of the New York State Comptroller, if applicable. New York State reserves the right to negotiate pricing discounts based on any increased volume generated by such extensions.

J. Funding

In accordance with Section 41 of the State Finance Law, the State shall have no liability under this Agreement to the Contractor or to anyone else beyond funds appropriated and available for this Agreement. Accordingly, this Agreement will be performed only as long as the New York State legislature appropriates funds and the Governor allocates such funds to the State. Failure of New York State to enact a timely Budget may result in the State being unable to reimburse the Contractor for Services provided in the new fiscal year. All work approved and accepted by the State will subsequently be reimbursed when the Budget has been signed into law.

K. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its principles of conflict of laws. Venue must be laid in a court of competent jurisdiction in the State of New York.

L. Independent Contractor

The legal status of the Contractor, its agents, officers and employees under this Agreement is that of an independent Contractor and in no regard shall they be deemed employees of the Department, and are therefore not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this Agreement to maintain at the Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance, including workers' compensation, disability and unemployment insurance, and to provide the State with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

M. Mergers, Acquisitions or Consolidation

In the event of any merger, acquisition, or consolidation involving the Contractor which affects this Agreement, the Contractor agrees to transfer all responsibilities for the

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

performance of this Agreement to the successor entity with the approval of the Department, which approval will not be unreasonably withheld.

N. Notices

All notices provided hereunder shall be in writing and transmitted either:

1. Via certified or registered United States mail, return receipt requested;
2. By facsimile transmission;
3. By personal delivery;
4. By expedited delivery service; or
5. By email.

Unless otherwise provided herein, such notices shall be addressed to the individuals designated below or to others as the Parties may from time to time designate:

Notices to the Department from the Contractor:

Amber Alexander
Director, Procurement Services
New York State Department of Taxation and Finance
Office of Budget and Management Analysis
W. A. Harriman State Office Building Campus
Albany, NY 12227
Email: BFS.Contracts@tax.ny.gov

Notices to the Contractor from the Department:

_____ [To be provided] _____

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address provided herein, or in the case of facsimile transmission or email, upon completed transmission.

The Parties may, from time to time, specify any new or different address in the United States as the address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration/billing, resolving issues and problems and/or for Dispute Resolution.

O. Payment Records

The Contractor must maintain adequate records as prescribed by the Department to substantiate all claims for payment and must make those records available in New York State for examination and copying.

P. Pending Litigation

The Contractor shall notify the Department of any pending litigation, regulatory action or commencement of legal or regulatory actions which may have a material adverse impact on the ability of the Contractor to perform Services under this Agreement. Such notification shall be in writing, and directed to the Department's Director of Procurement.

Q. Publicity

Neither the Contractor nor any of its officers, directors, employees, affiliates, agents or Subcontractors shall, at any time, during or after termination of this Agreement, make any statement to the press or issue any material for publication through any media of communication bearing on the Services performed or data collected under this Agreement without the prior written approval of the Department.

Neither party grants the other the right to use any of its trademarks, trade names, logos, seals, or other designations, whether in any promotion, publication, or otherwise, without the other party's prior written consent.

R. Required Approvals

This Agreement and any amendments will not be effective until approved by the Department, the Office of the New York State Attorney General, and the Office of the New York State Comptroller.

S. Severability

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such provision, the remainder of this Agreement shall remain in full force and effect, and such term or provision shall be deemed null and void. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the Parties shall make a reasonable effort to substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the Parties.

T. Tax Liabilities

All outstanding tax liabilities due to the State of New York from the Contractor, or the Contractor's partners, agents and Subcontractors engaged in providing services under this Agreement, other than tax liabilities being contested by any such entity, must be satisfied prior to the execution of this Agreement, or a payment schedule arranged for their speedy satisfaction.

U. Unauthorized Use of Information

The Contractor, its officers, employees, Subcontractors, or agents shall not use information, confidential or otherwise, obtained in the course of providing the Services to the State, to obtain benefits, financial or otherwise, for themselves or anyone else. Neither can the Contractor or its officers, employees, Subcontractors, or agents use or disclose such information to cause embarrassment or injury to others.

V. Waiver of Breach

No waiver of breach or failure to exercise any option, right, or privilege under the terms of this Agreement or any order on any occasion or occasions shall be construed to be

New York State Department of Taxation and Finance
Request for Proposals (RFP) 19-100
Controlled Disbursement and Direct Deposit Services

a waiver of the same or any other option, right, or privilege on any other occasion. All waivers must be in writing and a waiver of one provision does not constitute a waiver of any other provision. The failure to act or a delay in acting shall not constitute a waiver of any right or remedy.

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