



**Department of  
Taxation and Finance**

# **Request for Proposals**

## **20-100**

# **Electronic Payment Processing Services**

## **Exhibits**

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## Exhibit A - Glossary

**ABA RTN** - American Bankers Association Routing and Transit Number

**ACH Credit Recall Requests** - The process in which ACH Credit payments are requested to be refunded to the originating bank.

**Agreement** - All documents identified in the Base Contract at Article II. Entirety of Agreement.

**Bank Statement(s)** - A summary of financial transactions which have occurred over a given period of time.

**Banking Day** - A weekday (Monday-Friday) that is not a holiday observed by the Federal Reserve System.

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

**Bidder** - Any qualifying entity submitting a proposal for this procurement.

**Business Day** - A weekday (Monday-Friday) that is not a holiday designated by the New York State Governor's Office of Employee Relations.

**Call Processing** - A method of payment initiated through an operator assisted and/or Interactive Voice Response.

**Certification** - A written determination by DTF provided to the Contractor notifying the Contractor that a phase has successfully completed UAT, and that phase is certified by DTF as ready for production (live data) implementation. When the last phase has been certified, it shall be considered the Final Certification.

**Change Control Procedure** - The procedures set forth in RFP 20-100, Appendix C that must be followed by the Parties to initiate and receive approval to move forward with Changes.

**Changes** - Additions to, deletions from, enhancements or modifications to the Services, the Requirements for which are set forth in RFP 20-100. All Changes will be initiated by a Change Request submitted pursuant to the Change Control Procedure (Appendix C). Fees may be approved for Changes requested and implemented after Final Certification is achieved and, in DTF's sole discretion, those Changes occurring prior to Final Certification deriving from unanticipated circumstances on a case-by-case basis (e.g., legislative enactments or program changes requiring addition of new programs, new requirements or fees to be collected, etc.).

**Contractor** - [*successful Bidder's name to be inserted here*]. The selected Bidder resulting from the competitive bid process with respect to this RFP.

**Contractor-hosted Administrative Site** - An online internet application that allows DTF to access, adjust, and report on the data in the Contractor-hosted Payment Database.

**Contractor-hosted Payment Applications** - Online internet applications, hosted by the Contractor, that facilitate the processing of taxpayer ACH debit and Payment Card payments. This includes, but is not limited to making payments, scheduling payments, canceling payments, saving bank account information, and viewing payment history.

**Contractor-hosted Payment Database** - A database hosted and maintained by the Contractor of all payments, regardless of payment method or status of payments.

**Data Output File** - A file that transmits completed and reconciled payment transactions to update back end processing systems.

**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.

**Fedwire Recall Request** - The process in which Fedwire payments are required to be returned to the originating bank.

**Final Certification** - A written determination by DTF provided to the Contractor notifying the Contractor that the final phase has successfully completed UAT, and that phase is certified by DTF as ready for production (live data) implementation. When the last phase has been certified, it shall be considered the Final Certification.

**Implementation Plan** - The plan as negotiated between the Contractor and the Department after contract approval, which defines how the Contractor shall achieve providing the Services. The Implementation Plan shall include, but not be limited to: a time schedule, management and staffing plan, communication and hardware requirements, software and programming requirements, remedial response and escalation procedures, testing and acceptance criteria.

**International ACH Transaction** or **IAT** - An entry that is part of a payment transaction involving a Financial Agency's office that is not located in the territorial jurisdiction of the United States. An office of a Financial Agency is involved in the payment transaction if it (a) holds an account that is credited or debited as part of the payment transaction, (b) receives payment directly from a Person or makes payment directly to a Person as part of the payment transaction, or (c) serves as an intermediary in the settlement of any part of the payment transaction. An International ACH Transaction cannot be a Same Day Entry.

**Online Services** or **OLS** - The NYS Department of Taxation and Finance's online portal for taxpayers to self-manage their DTF tax accounts.

**Payment Card Industry Data Security Standards** or **PCI DSS** - The most current version of the Payment Card Industry Data Security Standards as set forth by the Payment Card Industry Standards Council, with more information available at: [https://www.pcisecuritystandards.org/document\\_library](https://www.pcisecuritystandards.org/document_library)

**Proposal** - The proposal submitted by Contractor in response to RFP 20-100; also referred to as "Bid."

**Request for Proposals** or **RFP** - The Electronic Payments Processing Services Request for Proposals 20-100 issued by the Department on April 22, 2021, including all appendices and exhibits contained therein, and any written clarifications or amendments thereto made by DTF.

**Requirements** - The functional, software development, support, maintenance and other criteria as set forth in RFP 20-100 that are necessary to perform the Services and achieve Final Certification for full production.

**Services** - All functions and work to be performed by the Contractor that are necessary for the Contractor to provide the Electronic Payment Processing Services solution for various New York State tax programs, including but not limited to, routine services in accordance with RFP

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20-100, and the Agreement, and any as modified through any Change Control Procedure (Appendix C), if applicable.

**Sites** - Any location where Services are performed by the Contractor or any Subcontractor in connection with the Agreement. Where the RFP or Base Contract uses the term “Contractor’s Sites,” this is inclusive of any Site where the Services are performed by a Subcontractor.

**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 an agreement to perform all or part of the Contractor’s obligation(s) under the Agreement.

**Subsequent Service Provider** - The Contractor selected to perform the Services upon the expiration and/or termination of the Agreement. Such provider may or may not be the incumbent.

**Tax Law** - The New York State Tax Law.

**Tax Secrecy** - Refers to requirements imposed by various sections of the Tax Law and the Internal Revenue Code on those who handle confidential tax information (including contractors provided access thereto by virtue of their contractual relationship) to safeguard and protect such information from unauthorized access, use, and disclosure. (See RFP 20-100 at Administrative Contract Conditions, Requirement 4.2.15 and Agreement at Article VII (Tax Secrecy and Confidentiality Provisions).

**Transition Plan** - A plan developed by the Contractor and agreed to by the Department to discontinue Services for this contract and the transfer/destruction of all records, files, and data related to the Services (See RFP 20-100, Table 2.2, Requirement 17.1).

**User Acceptance Testing or UAT** - The Department's process to determine whether an implementation deliverable performs in accordance with the specifications.

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**Exhibit B - Volumes and Revenue**

2020 ACH Credit Payments Transaction Counts								
	Corporation Tax	PromptTax Withholding Tax	PromptTax Metropolitan Commuter Transportation Mobility Tax	PromptTax Sales and Compensating Use Tax	PromptTax Prepaid Sales on Motor Fuel and Diesel Motor Fuel	PromptTax Petroleum Business Tax	ECEP	Totals
<b>2020</b>								
January	271	208,386	64,450	1,170	4	4	40	274,325
February	174	172,046	54,300	1,138	4	4	13	227,679
March	1,174	185,268	59,513	1,152	4	4	24	247,139
April	631	183,837	57,418	1,054	4	5	47	242,996
May	86	157,006	48,312	1,040	4	4	55	206,507
June	739	174,872	53,387	1,102	4	4	65	230,173
July	456	198,498	54,847	1,133	4	5	68	255,011
August	220	173,504	46,799	1,132	4	5	67	221,731
September	930	198,299	55,918	1,225	3	4	72	256,451
October	169	174,630	50,107	1,233	3	4	64	226,210
November	132	185,015	49,423	1,241	3	4	57	235,875
December	906	212,389	62,808	1,292	2	5	75	277,477
<b>Totals:</b>	<b>5,888</b>	<b>2,223,750</b>	<b>657,282</b>	<b>13,912</b>	<b>43</b>	<b>52</b>	<b>647</b>	<b>2,901,574</b>

2020 ACH Credit Payments Transaction Dollar Amounts								
	Corporation Tax	PromptTax Withholding Tax	PromptTax Metropolitan Commuter Transportation Mobility Tax	PromptTax Sales and Compensating Use Tax	PromptTax Prepaid Sales on Motor Fuel and Diesel Motor Fuel	PromptTax Petroleum Business Tax	ECEP	Totals
<b>2020</b>								
January	\$73,787,894.04	\$4,852,795,878.03	\$142,505,594.26	\$875,789,445.38	\$8,908,416.92	\$13,776,224.60	\$113,322.88	\$5,967,676,776.11
February	\$25,664,361.00	\$4,806,824,599.38	\$128,877,328.75	\$643,044,605.47	\$8,637,258.46	\$13,732,946.88	\$56,521.88	\$5,626,837,621.82
March	\$797,507,134.38	\$4,667,330,834.95	\$132,018,407.33	\$588,947,619.27	\$8,766,359.67	\$13,980,865.06	\$86,444.89	\$6,208,637,665.55
April	\$69,160,193.33	\$2,936,043,833.19	\$88,868,552.36	\$571,081,021.87	\$9,599,476.94	\$15,238,785.40	\$49,788.73	\$3,690,041,651.82
May	\$13,920,675.49	\$2,657,519,199.83	\$80,061,887.18	\$544,080,143.55	\$5,743,077.72	\$9,312,651.52	\$59,114.04	\$3,310,696,749.33
June	\$485,977,313.19	\$2,677,385,956.67	\$79,149,153.97	\$626,030,739.50	\$5,920,060.27	\$9,232,419.01	\$86,354.60	\$3,883,781,997.21
July	\$253,586,692.03	\$2,978,868,249.76	\$86,873,327.04	\$701,754,025.51	\$8,023,562.51	\$13,037,783.31	\$85,951.81	\$4,042,229,591.97
August	\$26,994,669.08	\$2,727,148,547.22	\$78,555,153.38	\$683,806,019.92	\$8,666,597.74	\$14,058,044.70	\$86,829.99	\$3,539,315,862.03
September	\$499,108,048.03	\$2,892,145,415.08	\$84,052,007.36	\$665,704,065.67	\$8,223,870.39	\$13,364,882.73	\$152,846.08	\$4,162,751,135.34
October	\$80,128,114.93	\$2,682,802,895.98	\$78,878,514.00	\$695,533,381.87	\$7,076,784.77	\$11,985,531.83	\$91,597.92	\$3,556,496,821.30
November	\$52,146,483.72	\$2,787,922,293.53	\$79,491,127.64	\$709,149,989.96	\$7,653,107.05	\$12,290,168.87	\$93,211.67	\$3,648,746,382.44
December	\$544,368,881.80	\$4,251,071,059.50	\$119,923,366.99	\$808,732,742.49	\$2,690,786.37	\$16,759,617.71	\$205,468.78	\$5,743,751,923.64
<b>Totals:</b>	<b>\$2,922,350,461.02</b>	<b>\$40,917,858,763.12</b>	<b>\$1,179,254,420.26</b>	<b>\$8,113,653,800.46</b>	<b>\$89,909,358.81</b>	<b>\$156,769,921.62</b>	<b>\$1,167,453.27</b>	<b>\$53,380,964,178.56</b>

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<b>2020 ACH Debit Payments Transaction Counts</b>							
<b>2020</b>							
	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	
Assessments Receivable	45,671	30,273	31,815	23,987	18,424	29,529	
Beverage Container	16	27	257	17	12	290	
Cigarette	144	125	167	146	137	182	
Cigarette Registration	0	0	0	1	58	80	
Congestion Registration	126	56	47	7	8	3	
Congestion Return	6,221	6,155	5,606	3,829	1,532	1,671	
Corporation Tax	13,550	38,422	353,297	27,164	12,434	35,420	
ECEP	137	30	24	48	40	50	
Highway Use Tax Renewal	3,595	2,751	2,886	2,021	2,090	2,773	
Highway Use Tax Web File	33,245	15,514	5,636	25,190	16,461	6,220	
International Fuel Tax Agreement	2,783	1,353	357	2,074	1,506	451	
International Fuel Tax Agreement Renewal	391	18	0	0	0	0	
Installment Payment Agreement	77,499	76,743	71,625	66,540	63,672	61,043	
Limited Liability Company	2,216	37,475	266,005	2,991	2,048	2,240	
Metropolitan Commuter Transportation Mobility Tax	2,224	400	67	1,321	556	33	
Opioid Excise Tax	70	7	0	58	2	0	
Petroleum Business Tax Web	436	428	459	441	380	447	
Personal Income Tax	91,588	121,806	188,953	343,649	54,481	122,373	
Sales Tax	65,618	60,496	283,546	50,966	48,259	208,418	
Tax Preparer Registration	5,900	1,210	302	73	52	27	
Taxi Cab	2,696	100	62	2,015	149	119	
TNCA	2	0	0	2	0	0	
Unemployment Insurance	128,240	21,175	2,524	155,810	43,271	4,222	
Vapor Registration	228	99	82	21	30	49	
Waste Tire Tax	808	70	4,813	746	119	5,122	
Wireless Surcharge	20	7	1,313	28	8	1,258	
Withholding Tax	231,810	145,197	139,911	178,101	129,672	131,619	
Promptax Withholding Tax	44,503	38,579	40,951	37,544	36,378	40,662	
Promptax Metropolitan Commuter Transportation Mobility Tax	6,494	5,340	5,893	5,729	5,277	5,487	
Promptax Sales and Compensating Use Tax	6,106	6,039	5,269	5,047	5,161	5,439	
Promptax Prepaid Sales Tax on Motor Fuel and Diesel Motor Fuel	24	25	25	24	22	24	
Promptax Petroleum Business Tax	28	28	27	26	26	27	
<b>Totals:</b>	<b>772,389</b>	<b>609,948</b>	<b>1,411,919</b>	<b>935,616</b>	<b>442,265</b>	<b>665,278</b>	
<b>2020</b>							
	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>Totals</b>
Assessments Receivable	53,235	34,935	59,607	53,632	51,613	57,463	<b>490,184</b>
Beverage Container	18	22	290	37	18	328	<b>1,332</b>
Cigarette	192	178	186	171	157	162	<b>1,947</b>
Cigarette Registration	87	100	7,872	1,010	792	1,142	<b>11,142</b>
Congestion Registration	15	9	20	14	14	9	<b>328</b>
Congestion Return	1,939	2,330	3,002	3,052	3,045	3,269	<b>41,651</b>
Corporation Tax	74,998	15,187	53,507	21,284	12,630	37,810	<b>695,703</b>

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	July	August	September	October	November	December	Totals
ECEP	111	62	64	107	108	105	886
Highway Use Tax Renewal	3,061	3,479	3,359	3,847	3,388	3,006	36,256
Highway Use Tax Web File	31,093	16,516	5,915	28,688	20,617	6,178	211,273
International Fuel Tax Agreement	2,419	1,365	436	2,176	1,733	414	17,067
International Fuel Tax Agreement Renewal	0	0	0	0	872	588	1,869
Installment Payment Agreement	58,750	57,732	58,612	60,871	62,384	64,125	779,596
Limited Liability Company	4,655	903	4,263	1,651	369	678	325,494
Metropolitan Commuter Transportation Mobility Tax	1,229	314	44	1,185	639	80	8,092
Opioid Excise Tax	73	0	4	57	2	7	280
Petroleum Business Tax Web	409	391	439	416	414	465	5,125
Personal Income Tax	581,384	19,562	99,797	67,225	9,382	15,980	1,716,180
Sales Tax	61,451	54,771	213,166	63,667	64,412	223,836	1,398,606
Tax Preparer Registration	55	40	30	42	1,471	7,285	16,487
Taxi Cab	685	87	34	1,546	65	39	7,597
TNCA	2	0	0	2	0	0	8
Unemployment Insurance	138,656	26,546	3,581	79,711	75,891	3,610	683,237
Vapor Registration	69	68	3,702	411	298	531	5,588
Waste Tire Tax	783	83	5,129	872	71	5,243	23,859
Wireless Surcharge	20	7	1,279	14	15	1,257	5,226
Withholding Tax	200,542	143,758	143,115	179,887	185,282	162,895	1,971,789
Promptax Withholding Tax	43,231	39,062	43,137	40,266	38,472	46,967	489,752
Promptax Metropolitan Commuter Transportation Mobility Tax	2,880	5,116	5,704	5,572	5,208	6,609	65,309
Promptax Sales and Compensating Use Tax	5,397	5,488	6,000	6,095	6,040	6,084	68,165
Promptax Prepaid Sales Tax on Motor Fuel and Diesel Motor Fuel	24	24	27	26	26	26	297
Promptax Petroleum Business Tax	27	26	31	29	30	29	334
<b>Totals:</b>	<b>1,267,490</b>	<b>428,161</b>	<b>722,352</b>	<b>623,563</b>	<b>545,458</b>	<b>656,220</b>	<b>9,080,659</b>



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<b>2020 ACH Debit Payments Transaction Dollar Amounts</b>							
<b>2020</b>							
	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	
Assessments Receivable	\$87,610,604.20	\$59,801,456.21	\$60,454,785.34	\$47,931,843.23	\$43,309,836.90	\$171,494,266.86	
Beverage Container	\$276,866.44	\$121,362.16	\$22,378,621.72	\$3,724,186.79	\$59,568.21	\$39,218,373.47	
Cigarette	\$91,549,283.14	\$74,938,821.58	\$100,345,314.23	\$97,804,433.47	\$84,184,155.22	\$98,698,278.74	
Cigarette Registration	\$0.00	\$0.00	\$0.00	\$300.00	\$21,000.00	\$24,000.00	
Congestion Registration	\$189.00	\$84.00	\$70.50	\$10.50	\$12.00	\$4.50	
Congestion Return	\$38,665,481.61	\$49,416,455.86	\$33,190,852.65	\$15,175,401.97	\$3,296,336.73	\$4,678,835.22	
Corporation Tax	\$87,796,066.00	\$33,923,822.00	\$1,201,319,001.00	\$122,484,514.00	\$29,489,143.00	\$530,320,973.00	
ECEP	\$216,792.48	\$37,645.26	\$21,524.89	\$84,028.41	\$37,065.95	\$40,214.55	
Highway Use Tax Renewal	\$10,175.00	\$7,688.50	\$7,940.00	\$5,485.00	\$6,783.50	\$7,738.00	
Highway Use Tax Web File	\$6,242,131.15	\$3,671,000.79	\$3,070,046.25	\$4,942,113.78	\$3,837,373.58	\$3,301,430.66	
International Fuel Tax Agreement	\$982,197.69	\$485,581.19	\$112,068.56	\$744,112.67	\$544,170.97	\$99,965.30	
International Fuel Tax Agreement Renewal	\$10,024.00	\$448.00	\$0.00	\$0.00	\$0.00	\$0.00	
Installment Payment Agreement	\$27,810,825.63	\$27,374,839.01	\$25,393,730.09	\$23,437,555.19	\$21,576,608.09	\$22,263,499.80	
Limited Liability Company	\$773,405.00	\$12,868,936.00	\$81,564,737.00	\$395,581.00	\$272,918.00	\$330,206.00	
Metropolitan Commuter Transportation Mobility Tax	\$11,155,589.47	\$2,862,557.53	\$143,657.19	\$7,840,024.58	\$2,642,742.16	\$65,523.29	
Opioid Excise Tax	\$19,134,672.85	\$2,473,537.98	\$0.00	\$7,236,250.43	\$4,027.20	\$0.00	
Petroleum Business Tax Web	\$54,668,119.68	\$41,835,265.14	\$38,226,472.51	\$31,366,712.56	\$16,500,634.92	\$49,964,777.33	
Personal Income Tax	\$1,096,931,456.00	\$65,825,845.00	\$129,582,806.00	\$335,357,672.00	\$76,933,472.00	\$708,555,093.00	
Sales Tax	\$707,744,355.85	\$596,677,029.21	\$1,141,146,456.67	\$467,731,936.46	\$405,274,566.74	\$989,733,290.97	
Tax Preparer Registration	\$590,000.00	\$121,000.00	\$30,200.00	\$7,300.00	\$5,200.00	\$2,700.00	
Taxi Cab	\$9,557,770.50	\$253,719.50	\$69,447.50	\$2,828,628.50	\$115,824.50	\$69,335.50	
TNCA	\$6,722,293.16	\$0.00	\$0.00	\$5,845,937.12	\$0.00	\$0.00	
Unemployment Insurance	\$57,370,097.49	\$9,402,068.70	\$1,514,141.38	\$246,511,244.88	\$62,442,280.25	\$2,410,195.89	
Vapor Registration	\$81,300.00	\$30,000.00	\$25,500.00	\$6,300.00	\$12,600.00	\$14,700.00	
Waste Tire Tax	\$841,855.86	\$24,213.89	\$4,575,787.57	\$737,407.10	\$78,511.55	\$3,469,836.21	
Wireless Surcharge	\$41,962.12	\$1,243.23	\$78,201,597.53	\$49,852.99	\$29,965.91	\$78,326,853.21	
Withholding Tax	\$246,943,882.92	\$151,163,996.79	\$156,634,745.20	\$191,393,710.29	\$241,401,108.69	\$298,656,732.71	
Promptax Withholding Tax	\$711,833,983.14	\$470,725,304.24	\$494,269,887.10	\$404,057,842.47	\$399,232,692.65	\$491,489,416.03	
Promptax Metropolitan Commuter Transportation Mobility Tax	\$15,330,829.91	\$10,479,137.30	\$11,390,359.28	\$9,165,333.41	\$8,487,844.93	\$9,260,059.71	
Promptax Sales and Compensating Use Tax	\$1,100,842,507.84	\$971,991,116.05	\$891,408,562.78	\$638,177,643.69	\$623,006,422.35	\$799,804,595.79	
Promptax Prepaid Sales Tax on Motor Fuel and Diesel Motor Fuel	\$44,066,933.10	\$39,434,155.93	\$44,543,920.51	\$32,981,331.24	\$27,816,440.18	\$34,154,922.19	
Promptax Petroleum Business Tax	\$73,699,580.66	\$65,865,271.51	\$75,850,983.39	\$56,421,327.20	\$44,254,075.31	\$58,617,448.25	
<b>Totals:</b>	<b>\$4,499,501,231.89</b>	<b>\$2,691,813,602.56</b>	<b>\$4,595,473,216.84</b>	<b>\$2,754,446,020.93</b>	<b>\$2,094,873,381.49</b>	<b>\$4,395,073,266.18</b>	
<b>2020</b>							
	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>Totals</b>
Assessments Receivable	\$104,761,507.72	\$120,880,280.98	\$115,727,292.42	\$107,005,869.91	\$91,988,995.35	\$252,332,083.70	<b>\$1,263,298,822.82</b>
Beverage Container	\$257,930.67	\$9,210.55	\$43,116,175.79	\$1,130,095.23	\$698,685.13	\$21,391,849.90	<b>\$132,382,926.06</b>
Cigarette	\$113,533,539.52	\$99,376,761.04	\$117,136,737.04	\$92,563,542.43	\$98,017,320.87	\$101,414,035.21	<b>\$1,169,562,222.49</b>
Cigarette Registration	\$26,700.00	\$30,200.00	\$3,019,600.00	\$389,300.00	\$359,100.00	\$376,300.00	<b>\$4,246,500.00</b>
Congestion Registration	\$22.50	\$13.50	\$30.00	\$21.00	\$21.00	\$13.50	<b>\$492.00</b>
Congestion Return	\$6,608,955.25	\$9,348,125.97	\$11,263,819.92	\$13,363,951.65	\$16,021,527.04	\$14,376,001.77	<b>\$215,405,745.64</b>
Corporation Tax	\$338,489,676.00	\$37,290,540.00	\$932,254,879.00	\$100,143,880.00	\$50,990,606.00	\$878,948,916.00	<b>\$4,343,452,016.00</b>

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	July	August	September	October	November	December	Totals
ECEP	\$179,841.00	\$42,036.60	\$50,084.59	\$239,336.15	\$104,237.26	\$634,949.89	<b>\$1,687,757.03</b>
Highway Use Tax Renewal	\$8,454.00	\$9,420.00	\$8,515.00	\$9,800.50	\$8,625.00	\$8,123.50	<b>\$98,748.00</b>
Highway Use Tax Web File	\$6,297,642.07	\$4,546,275.70	\$3,355,942.99	\$5,867,531.71	\$5,718,663.21	\$3,606,632.14	<b>\$54,456,784.03</b>
International Fuel Tax Agreement	\$722,541.93	\$460,139.06	\$100,704.91	\$783,980.94	\$748,234.97	\$77,939.43	<b>\$5,861,637.62</b>
International Fuel Tax Agreement Renewal	\$0.00	\$0.00	\$0.00	\$0.00	\$49,480.00	\$40,384.00	<b>\$100,336.00</b>
Installment Payment Agreement	\$21,898,370.06	\$20,921,905.05	\$21,304,073.97	\$21,396,638.49	\$20,584,126.47	\$21,544,330.37	<b>\$275,506,502.22</b>
Limited Liability Company	\$490,894.00	\$162,697.00	\$949,180.00	\$121,504.00	\$88,899.00	\$257,556.00	<b>\$98,276,513.00</b>
Metropolitan Commuter Transportation Mobility Tax	\$7,041,254.95	\$1,464,322.97	\$160,641.52	\$6,707,923.21	\$4,204,037.58	\$550,575.48	<b>\$44,838,849.93</b>
Opioid Excise Tax	\$8,950,866.91	\$0.00	\$327,989.66	\$6,849,237.42	\$48,832.59	\$266,943.82	<b>\$45,292,358.86</b>
Petroleum Business Tax Web	\$49,888,293.18	\$43,547,339.44	\$47,095,288.22	\$42,141,178.49	\$46,878,345.56	\$38,172,296.58	<b>\$500,284,723.61</b>
Personal Income Tax	\$6,112,299,324.00	\$67,192,586.00	\$1,113,709,981.00	\$435,678,223.00	\$53,995,333.00	\$102,307,479.00	<b>\$10,298,369,270.00</b>
Sales Tax	\$581,154,851.38	\$605,838,515.65	\$1,252,200,647.92	\$576,562,860.97	\$582,141,748.42	\$1,167,238,909.57	<b>\$9,073,445,169.81</b>
Tax Preparer Registration	\$5,500.00	\$4,000.00	\$3,000.00	\$4,200.00	\$147,100.00	\$728,500.00	<b>\$1,648,700.00</b>
Taxi Cab	\$554,893.00	\$34,979.50	\$9,899.50	\$1,097,113.50	\$20,266.00	\$989,233.50	<b>\$15,601,111.00</b>
TNCA	\$2,072,149.02	\$0.00	\$0.00	\$3,871,705.30	\$0.00	\$0.00	<b>\$18,512,084.60</b>
Unemployment Insurance	\$73,726,229.33	\$15,077,165.24	\$1,201,641.30	\$44,405,059.89	\$29,289,096.04	\$901,522.99	<b>\$544,250,743.38</b>
Vapor Registration	\$21,300.00	\$20,700.00	\$1,653,000.00	\$156,300.00	\$96,600.00	\$182,700.00	<b>\$2,301,000.00</b>
Waste Tire Tax	\$437,363.67	\$19,129.11	\$5,117,924.93	\$990,695.16	\$91,731.00	\$5,774,409.02	<b>\$22,158,865.07</b>
Wireless Surcharge	\$8,684.00	\$15,094.19	\$76,249,979.55	\$31,181.56	\$3,348.20	\$110,789,006.59	<b>\$343,748,769.08</b>
Withholding Tax	\$306,545,879.67	\$197,985,597.47	\$248,915,278.36	\$208,486,031.34	\$205,900,094.16	\$262,215,336.47	<b>\$2,716,242,394.07</b>
PromptTax Withholding Tax	\$547,822,013.58	\$328,568,471.68	\$412,119,663.51	\$406,876,881.34	\$397,576,807.74	\$720,071,557.20	<b>\$5,784,644,520.68</b>
PromptTax Metropolitan Commuter Transportation Mobility Tax	\$13,989,982.77	\$8,635,472.45	\$9,692,628.29	\$9,311,813.19	\$8,955,153.69	\$16,624,317.71	<b>\$131,322,932.64</b>
PromptTax Sales and Compensating Use Tax	\$907,602,089.28	\$929,040,988.42	\$1,002,158,099.88	\$1,007,342,557.41	\$937,288,463.68	\$988,995,136.31	<b>\$10,797,658,183.48</b>
PromptTax Prepaid Sales Tax on Motor Fuel and Diesel Motor Fuel	\$39,114,551.69	\$38,298,937.04	\$51,716,786.21	\$45,035,717.76	\$41,166,275.43	\$45,798,466.53	<b>\$484,128,437.81</b>
PromptTax Petroleum Business Tax	\$66,412,224.74	\$67,540,690.52	\$86,680,279.08	\$76,023,854.61	\$69,831,309.28	\$78,238,585.84	<b>\$819,435,630.39</b>
<b>Totals:</b>	<b>\$9,310,923,525.89</b>	<b>\$2,596,361,595.13</b>	<b>\$5,557,299,764.56</b>	<b>\$3,214,587,986.16</b>	<b>\$2,663,013,063.67</b>	<b>\$4,834,854,092.02</b>	<b>\$49,208,220,747.32</b>

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2020 Fedwire Payments Transaction Counts							
	Corporation Tax	PromptTax Withholding Tax	PromptTax Metropolitan Commuter Transportation Mobility Tax	PromptTax Sales and Compensating Use Tax	PromptTax Prepaid Sales Tax on Motor Fuel and Diesel Motor Fuel	PromptTax Petroleum Business Tax	Totals
<b>2020</b>							
January	3	22	6	42	0	0	73
February	1	19	4	26	0	0	50
March	5	14	4	27	0	0	50
April	6	16	6	33	0	0	61
May	1	15	6	24	0	0	46
June	15	15	4	42	0	0	76
July	9	15	5	30	0	0	59
August	3	13	5	27	0	0	48
September	4	15	5	39	0	0	63
October	1	13	4	28	0	0	46
November	3	14	4	31	0	0	52
December	9	15	5	34	0	0	63
<b>Totals:</b>	<b>60</b>	<b>186</b>	<b>58</b>	<b>383</b>	<b>0</b>	<b>0</b>	<b>687</b>

2020 Fedwire Payments Transaction Dollar Amounts							
	Corporation Tax	PromptTax Withholding Tax	PromptTax Metropolitan Commuter Transportation Mobility Tax	PromptTax Sales and Compensating Use Tax	PromptTax Prepaid Sales Tax on Motor Fuel and Diesel Motor Fuel	PromptTax Petroleum Business Tax	Totals
<b>2020</b>							
January	\$127,507.00	\$25,057,857.74	\$1,045,023.34	\$7,412,678.96	\$0.00	\$0.00	\$33,643,067.04
February	\$32.00	\$19,836,386.34	\$852,850.95	\$4,425,420.87	\$0.00	\$0.00	\$25,114,690.16
March	\$87,245.53	\$19,264,846.15	\$848,112.45	\$4,352,669.38	\$0.00	\$0.00	\$24,552,873.51
April	\$10,779.34	\$28,538,097.25	\$1,288,087.29	\$4,755,667.50	\$0.00	\$0.00	\$34,592,631.38
May	\$50,787.79	\$18,240,930.06	\$804,718.20	\$3,011,541.20	\$0.00	\$0.00	\$22,107,977.25
June	\$3,386,300.00	\$19,087,733.08	\$807,865.07	\$15,482,566.80	\$0.00	\$0.00	\$38,764,464.95
July	\$393,484.00	\$18,742,866.74	\$835,907.57	\$4,753,756.28	\$0.00	\$0.00	\$24,726,014.59
August	\$1,594.00	\$19,239,874.88	\$852,238.07	\$3,631,011.87	\$0.00	\$0.00	\$23,724,718.82
September	\$142,563.00	\$29,376,586.13	\$1,280,161.35	\$11,866,514.80	\$0.00	\$0.00	\$42,665,825.28
October	\$61,300.00	\$19,203,766.31	\$834,149.69	\$4,579,840.13	\$0.00	\$0.00	\$24,679,056.13
November	\$11,908.00	\$19,712,541.85	\$854,714.33	\$4,249,750.97	\$0.00	\$0.00	\$24,828,915.15
December	\$2,452,184.34	\$20,594,770.88	\$882,206.83	\$4,096,117.34	\$0.00	\$0.00	\$28,025,279.39
<b>Totals:</b>	<b>\$6,725,685.00</b>	<b>\$256,896,257.41</b>	<b>\$11,186,035.14</b>	<b>\$72,617,536.10</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$347,425,513.65</b>

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2020 Payment Card Payments Transaction Counts						
	Assessments Receivable	CARTS	Cig Registration	Personal Income Tax	Vapor Registration	Totals
<b>2020</b>						
January	13,957	2,181	0	2,338	41	18,517
February	9,817	1,897	0	1,190	36	12,940
March	9,266	1,664	0	2,501	23	13,454
April	6,754	1,385	3	3,329	10	11,481
May	4,750	1,271	29	1,547	13	7,610
June	6,978	1,250	53	3,286	32	11,599
July	14,820	1,269	54	13,334	29	29,506
August	10,717	1,172	46	1,056	17	13,008
September	23,630	1,304	405	2,236	171	27,746
October	17,549	1,496	116	1,738	46	20,945
November	13,182	1,365	105	573	47	15,272
December	14,567	1,444	140	925	60	17,136
<b>Totals:</b>	<b>145,987</b>	<b>17,698</b>	<b>951</b>	<b>34,053</b>	<b>525</b>	<b>199,214</b>

2020 Payment Card Payments Transaction Dollar Amounts						
	Assessments Receivable	CARTS	Cig Registration	Personal Income Tax	Vapor Registration	Totals
<b>2020</b>						
January	\$8,648,550.65	\$908,143.03	\$0.00	\$6,838,866.00	\$12,900.00	\$16,408,459.68
February	\$6,386,965.07	\$718,973.98	\$0.00	\$1,534,648.00	\$11,100.00	\$8,651,687.05
March	\$5,614,003.25	\$670,336.16	\$0.00	\$1,657,312.00	\$7,500.00	\$7,949,151.41
April	\$2,660,645.37	\$484,071.68	\$700.00	\$1,943,307.00	\$3,000.00	\$5,091,724.05
May	\$2,053,992.47	\$375,599.71	\$8,700.00	\$1,249,143.00	\$4,200.00	\$3,691,635.18
June	\$3,365,749.19	\$457,030.86	\$17,700.00	\$4,627,365.00	\$15,000.00	\$8,482,845.05
July	\$7,224,046.58	\$519,584.09	\$16,800.00	\$20,440,064.00	\$9,300.00	\$28,209,794.67
August	\$5,435,662.41	\$390,420.25	\$14,100.00	\$1,140,590.00	\$5,100.00	\$6,985,872.66
September	\$10,010,828.68	\$502,146.78	\$213,600.00	\$4,692,724.00	\$63,000.00	\$15,482,299.46
October	\$9,630,813.17	\$517,454.80	\$54,300.00	\$4,855,843.00	\$20,400.00	\$15,078,810.97
November	\$7,118,974.62	\$444,931.64	\$39,900.00	\$941,927.00	\$14,400.00	\$8,560,133.26
December	\$9,770,161.61	\$437,419.65	\$187,200.00	\$2,233,403.00	\$21,600.00	\$12,649,784.26
<b>Totals:</b>	<b>\$77,920,393.07</b>	<b>\$6,426,112.63</b>	<b>\$553,000.00</b>	<b>\$52,155,192.00</b>	<b>\$187,500.00</b>	<b>\$137,242,197.70</b>

**Exhibit C - Sample Peak Dates Calendar**

	<b>2020 Peak Dates</b>	<b>2020 Due</b>
<b>Corporation Tax</b>	March 9 <sup>th</sup> – March 24 <sup>th</sup>	March 16 <sup>th</sup>
	June 8 <sup>th</sup> – June 15 <sup>th</sup>	June 15 <sup>th</sup>
	September 10 <sup>th</sup> – September 18 <sup>th</sup>	September 15 <sup>th</sup>
	December 10 <sup>th</sup> – December 18 <sup>th</sup>	December 15 <sup>th</sup>

	<b>2020 Peak Dates</b>	<b>2020 Due</b>
<b>Sales Tax</b>	March 10 <sup>th</sup> – March 23 <sup>rd</sup>	March 20 <sup>th</sup>
	June 10 <sup>th</sup> – June 23 <sup>rd</sup>	June 22 <sup>nd</sup>
	September 10 <sup>th</sup> – September 23 <sup>rd</sup>	September 21 <sup>st</sup>
	December 10 <sup>th</sup> – December 23 <sup>rd</sup>	December 21 <sup>st</sup>

	<b>2020 Peak Dates</b>	<b>2020 Due</b>
<b>Withholding Tax</b>	January 17 <sup>th</sup> – February 7 <sup>th</sup>	January 31 <sup>st</sup>
	April 17 <sup>th</sup> – May 8 <sup>th</sup>	April 30 <sup>th</sup>
	July 17 <sup>th</sup> – August 14 <sup>th</sup>	July 31 <sup>st</sup>
	October 16 <sup>th</sup> – November 13 <sup>th</sup>	November 2 <sup>nd</sup>

	<b>2020 Peak Dates</b>	<b>2020 Due</b>
<b>Personal Income Tax</b>	January 6 <sup>th</sup> – January 16 <sup>th</sup>	January 15 <sup>th</sup>
	April 8 <sup>th</sup> – April 17 <sup>th</sup> *	April 15 <sup>th</sup> *
	October 9 <sup>th</sup> – October 19 <sup>th</sup>	October 15 <sup>th</sup>

\* Due to the COVID pandemic, the Personal Income Tax due date was changed from April 15, 2020 to July 15, 2020. The updated peak dates were July 1 - July 17.

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**Exhibit D - ACH Addenda and OBI Layouts**

Field description	Field Position	Field Size	Field Input	Notes
Record type code	1	1	6	Input is always '6'.
Transaction code	2-3	2	22	Input is always '22'.
Receiving Depository Financial Institution ("RDFI")	4-12	9	Numeric	Input to be provided by DTF.
DFI Account Number	13-29	17	This is the Tax Department's bank account number.	Please call Promptax customer service at 518-457-2332 between the hours of 8:30 a.m. and 4:30 p.m. ET to obtain this number. Left justify and leave the last spaces in the field blank.
ACH Credit \$ Amount	30-39	10	\$\$\$\$\$\$cc	This is the amount of tax that will be remitted to the State of New York. This field is 10 positions, right-justified, numeric and without a decimal point or commas. Any unused spaces should be filled with zeros.
Total withholding tax payment	40-54	15	\$\$\$\$\$\$\$\$cc	This is the total amount of New York State, New York City and Yonkers tax withheld. Input is right-justified, numeric and without a decimal between dollars and cents. Any unused spaces should be filled with zeros.
Company Legal Name	55-76	22	Alpha-Numeric	This is the name of the company remitting payment. Input is left-justified and alpha-numeric. Any unused field positions should be left blank. If your company name is longer than the 22 characters available, you should enter the first 22 characters just as they appear on your Promptax enrollment application.
Discretionary Data	77-78	2	Alpha-Numeric	Optional
Addenda Record Indicator	79	1	1	Input is always '1'.
Trace Number	80-94	15	Numeric	For Bank Use.

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**Withholding Tax ACH Credit CCD+ Format**

**Record 7 Specifications and Layout**

Field Description	Field Positions	Min/Max Field Size	Field Input	Notes
Record type	1	1	7	Input is always '7'.
Addendum type code	2-3	2	05	Input is always '05'.
Segment identifier	4-6	3/3	TXP	Input is always 'TXP'.
Separator	7	1/1	*	
Taxpayer identification	8-22	1/15	Alpha-numeric	Input is left-justified. Any unused positions should remain blank. Do not include check digit.
Separator	23	1/1	*	
Tax type code	24-28	1/5	WT	Input is always 'WT'.
Separator	29	1/1	*	
Payroll date	30-35	6/6	YYMMDD (Numeric)	This is the date of the payroll which you are reporting. Input is always numeric and in YYMMDD format.
Separator	36	1/1	*	
Amount type code	37	1/1	S	If you have a liability to report, input is always 'S', denoting State. If reporting no State liability, continue to next field entry.
Separator	38	1/1	*	
NYS tax withheld	39-48	1/10	Numeric	This is your New York State tax withheld. Do not put a decimal between dollars and cents. If your liability is zero, leave blank and continue to next field entry.
Separator	49	1/1	*	
Amount type code	50	1/1	C	If you have a liability to report, input is always 'C', denoting City. If reporting no City liability, continue to next field entry.
Separator	51	1/1	*	
NYC tax withheld	52-61	1/10	Numeric	This is your New York City tax withheld. Do not put a decimal between dollars and cents. If your liability is zero, leave blank and continue to next field entry.
Separator	62	1/1	*	
Amount type code	63	1/1	L	If you have a liability to report, input is always 'L', denoting Local. If reporting no Local liability, continue to next field entry.
Separator	64	1/1	*	
Yonkers tax withheld	65-74	1/10	Numeric	This is your Yonkers City tax withheld. Do not put a decimal between dollars and cents. If your liability is zero, leave blank and continue to next field entry.
Separator	75	1/1	*	
Access code	76-81	6/6	Numeric	This is a confidential number provided by the New York State Department of Taxation and Finance. Input is always your six digit number.
Segment terminator	82	1/1	\	Input is always '\'.
Filler	83	1/1	Blank	
Special addendum sequence number	84-87	4/4	0001	Input is always '0001'.
Entry detail sequence number	88-94	1/7	Numeric	For Bank Use

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**Metropolitan Commuter Transportation Mobility Tax ACH Credit CCD+ Format**

**Record 7 Specifications and Layout**

Field Description	Field Positions	Min/Max Field Size	Field Input	Notes
Record type	1	1	7	Input is always '7'.
Addendum type code	2-3	2	05	Input is always '5'.
Segment identifier	4-6	3/3	TXP	Input is always 'TXP'.
Separator	7	1/1	*	
Taxpayer identification	8-22	1/15	Alpha-numeric	Input is left-justified. Any unused positions should remain blank. Do not include check digit.
Separator	23	1/1	*	
Tax type code	24-28	1/5	MT	Input is always 'MT'.
Separator	29	1/1	*	
Payroll date	30-35	6/6	YYMMDD (Numeric)	Specifies the payroll which you are reporting. Input is always numeric and in YYMMDD format.
Separator	36	1/1	*	
Amount type code	37	1/1	M	Input is always 'M'.
Separator	38	1/1	*	
MT gross wages	39-52	1/14	Numeric	This specifies the amount MCTMT payment. Do not put a decimal between dollars and cents.
Separator	53	1/1	*	
Amount type code	54	1/1	T	Input is always 'T'.
Separator	55	1/1	*	
MT amount	56-65	1/10	Numeric	This specifies the amount MCTMT payment. Do not put a decimal between dollars and cents.
Separator	66	1/1	*	
Access code	67-72	1/6	Numeric	This is a confidential number provided by the New York State Department of Taxation and Finance. Input is always your six digit number.
Segment terminator	73	1/1	\	Input is always '\'.
Filler	74-83	10/10	Blank	
Special addendum sequence number	84-87	4/4	0001	Input is always '0001'.
Entry detail sequence number	88-94	1/7	Numeric	For Bank Use.



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**Sales and Compensating Use Tax ACH Credit CCD+ Format**

**Record 7 Specifications and Layout**

Field Description	Field Positions	Min/Max Field Size	Field Input	Notes
Record type	1	1	7	Input is always '7'.
Addendum type code	2-3	2	05	Input is always '05'.
Segment identifier	4-6	3/3	TXP	Input is always 'TXP'.
Separator	7	1/1	*	
Taxpayer identification	8-22	1/15	Alpha-numeric	Input is left-justified. Any unused positions should remain blank. Do not include check digit.
Separator	23	1/1	*	
Tax type code	24-28	1/5	ST	Input is always 'ST'.
Separator	29	1/1	*	
Tax period end date	30-35	6/6	YYMMDD (Numeric)	Specifies the end date of the tax period that you are reporting. Input is always numeric and in YYMMDD format.
Separator	36	1/1	*	
Amount type code	37	1/1	R	Input is always 'R'.
Separator	38	1/1	*	
Amount of 23-EOM payment	39-48	1/10	Numeric	This specifies the amount of your 23-end of month payment. Do not put a decimal between dollars and cents.
Separator	49	1/1	*	
Amount type code	50	1/1	E	Input is always 'E'.
Separator	51	1/1	*	
Amount of 1-22 payment	52-61	1/10	Numeric	This specifies the amount of your day 1-22 payment. Do not put a decimal between dollars and cents.
Separator	62	1/1	*	
Access code	63-68	6/6	Numeric	This is a confidential number provided by the New York State Department of Taxation and Finance. Input is always your six digit number.
Segment terminator	69	1/1	\	Input is always '\'.
Filler	70-83	14/14	Blank	
Special addendum sequence number	84-87	4/4	0001	Input is always '0001'.
Entry detail sequence number	88-94	1/7	Numeric	For Bank Use.

New York State Department of Taxation and Finance  
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Electronic Payment Processing Services

**Prepaid Sales Tax on Motor Fuel and Diesel Motor Fuel ACH Credit CCD+ Format**

**Record 7 Specifications and Layout**

Field Description	Field Positions	Min/Max Field Size	Field Input	Notes
Record type	1	1	7	Input is always '7'.
Addendum type code	2-3	2	05	Input is always '05'.
Segment identifier	4-6	3/3	TXP	Input is always 'TXP'.
Separator	7	1/1	*	
Taxpayer identification	8-22	1/15	Alpha-numeric	Input is left-justified. Any unused positions should remain blank. Do not include check digit.
Separator	23	1/1	*	
Tax type code	24-28	1/5	FT	Input is always 'FT'.
Separator	29	1/1	*	
Tax period end date	30-35	6/6	YYMMDD (Numeric)	Specifies the end date of the tax period that you are reporting. Input is always numeric and in YYMMDD format.
Separator	36	1/1	*	
Amount type code	37	1/1	F	Input is always 'F'.
Separator	38	1/1	*	
Amount of prepaid sales tax on motor fuel and diesel motor fuel	39-48	1/10	Numeric	This specifies the amount of your prepayment of prepaid sales tax on motor fuel and diesel motor fuel payment. Input is right-justified. Do not put a decimal between dollars and cents.
Separator	49	1/1	*	
Access code	50-55	6/6	Numeric	This is a confidential number provided by the New York State Department of Taxation and Finance. Input is always your six digit number.
Segment terminator	56	1/1	\	Input is always '\'.
Filler	57-83	27/27	Blank	
Special addendum sequence number	84-87	4/4	0001	Input is always '0001'.
Entry detail sequence number	88-94	1/7	Numeric	For Bank Use.

New York State Department of Taxation and Finance  
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**Petroleum Business Tax ACH Credit CCD+ Format**

**Record 7 Specifications and Layout**

Field Description	Field Positions	Min/Max Field Size	Field Input	Notes
Record type	1	1	7	Input is always '7'.
Addendum type code	2-3	2	05	Input is always '05'.
Segment identifier	4-6	3/3	TXP	Input is always 'TXP'.
Separator	7	1/1	*	
Taxpayer identification	8-22	1/15	Alpha-numeric	Input is left-justified. Any unused positions should remain blank. Do not include check digit.
Separator	23	1/1	*	
Tax type code	24-28	1/5	PT	Input is always 'PT'.
Separator	29	1/1	*	
Tax period end date	30-35	6/6	YYMMDD (Numeric)	Specifies the end date of the tax period that you are reporting. Input is always numeric and in YYMMDD format.
Separator	36	1/1	*	
Amount type code	37	1/1	M	Input is always 'M'.
Separator	38	1/1	*	
Amount of Article 12-A payment	39-48	1/10	Numeric	This specifies the amount of your Article 12-A tax payment. Input is right-justified. Do not put a decimal between dollars and cents.
Separator	49	1/1	*	
Amount type code	50	1/1	P	Input is always 'P'.
Separator	51	1/1	*	
Amount of Article 13-A payment	52-61	1/10	Numeric	This specifies the amount of your Article 13-A tax payment. Input is right-justified. Do not put a decimal between dollars and cents.
Separator	62	1/1	*	
Access code	63-68	6/6	Numeric	This is a confidential number provided by the New York State Department of Taxation and Finance. Input is always your six digit number.
Segment terminator	69	1/1	\	Input is always '\'.
Filler	70-83	14/14	Blank	
Special addendum sequence number	84-87	4/4	0001	Input is always '0001'.
Entry detail sequence number	88-94	1/7	Numeric	For Bank Use.

New York State Department of Taxation and Finance  
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**Corporation Tax ACH Credit CCD+ Format**

**Record 7 Specifications and Layout**

Field Description	Character Positions	Field Size	Field Input / Type	Notes
Record type	1	1	7	Input is always '7'.
Addendum type code	2-3	2	05	Input is always '05'.
Segment identifier	4-6	3	TXP	Input is always 'TXP'.
Separator	7	1	*	
Taxpayer identification	8-22	15	Alpha-numeric	Input is left-justified. Any unused positions should remain blank. Do not include check digit.
Separator	23	1	*	
Tax type code	24-28	5	CT	Input is always 'CT'.
Separator	29	1	*	
Liability period end date	30-37	8	YYMMDD (Numeric)	This is the date of the payroll which you are reporting. Input is always numeric and in YYMMDD format.
Separator	38	1	*	
Main state form	39-48	10	Alpha-numeric	Enter the main state form that you will be or have filed for the tax year the payment is to be applied to (for example, CT-3).
Separator	49	1	*	
State amount	50-59	10	Numeric	This is the amount of the payment to be applied to NYS tax. Do not put a decimal between dollars and cents. If your liability is zero, continue to the next field entry.
Separator	60	1	*	
MTA amount	61-70	10	Numeric	This is the amount of the payment to be applied to MTA tax. Do not put a decimal between dollars and cents. If your liability is zero, leave blank and continue to the next field entry.
Separator	71	1	*	
Payment Type Indicator	72	1	Alpha	Enter 'R' if the payment is a return payment. Enter 'E' if the payment is an extension payment. Enter 'I' if the payment is an installment or estimated tax payment. Enter 'M' if the payment is a mandatory first installment ("MFI") of estimated tax payment.
Separator	73	1	*	
Access code	74-82	9	Leave blank	
Segment Terminator	83	1	\	Input is always '\'.
Special addendum sequence number	84-87	4/4	0001	Input is always '0001'.
Entry detail sequence number	88-94	1/7	Numeric	For Bank Use.

New York State Department of Taxation and Finance  
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Electronic Payment Processing Services

**Withholding Tax**

**Format Specifications and Layout for Fedwire Option**

**Primary information area**

Field description	Line	Field	Field input	Notes
Priority code	1	(1)	02	Input is always '02'.
Receiving bank identifier	2	(2)	Numeric	Input to be provided by DTF.
Fedwire type/subtype	2	(3)	1000	Input is always '1000'.
Sending bank identifier	3	(4)	Numeric	This is your bank's transit routing number. Input is mandatory.
Fedwire class code	3	(5)	Numeric	Optional
Sending bank reference	3	(6)	Numeric	This is your bank's number.
Fedwire dollar amount	3	(7)	Numeric	This is the payment amount that will be remitted to the State of New York.
Sending bank name	4	(8)	Alpha-numeric	Abbreviation of the sending bank's name. Input is mandatory.
Order party	4	(9)	Alpha-numeric	This is your company's legal name. This field is mandatory and should be entered as: 'ORG = your company legal name' i.e., ORG = XYZ Corporation. In the event your company is paying through a non Federal reserve member also include 'ORG=your company's bank'. (Originator Bank)
Receiving bank name	5	(10)	CONTRACTOR	Abbreviation of the receiving bank's name. Input is mandatory. Input to be provided by DTF.
Product code	5	(11)	CTR	Input is always 'CTR'.
Third party/beneficiary	5	(12)	BNF=NYS DTF	Input is is always 'BNF=NYS DTF'.
Beneficiary account number	5	(13)	This is the Tax Department's bank account number.	Please call PrompTax customer service at 518-457-2332 between the hours of 8:30 a.m. and 4:30 p.m. ET to obtain this number.
Originator to beneficiary information	6 & 7	(14)	Numeric	This is the company's tax identifying information. Input is mandatory and must follow the format below.

New York State Department of Taxation and Finance  
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Electronic Payment Processing Services

**Withholding Tax**

**Format Specifications and Layout for Fedwire Option**

**Originator to Beneficiary Format: Field 14**

The table below shows the format for the Originator to Beneficiary Field (Field 14). This field is made up of several sub-fields and is where you report specific tax return information.

Sub position description	Element	Position	Field size	Field input	Notes
Segment identifier (originator to beneficiary information)	(A)	1-4	4	OBI=	Input is always 'OBI='.
Tax type code	(B)	5-6	2	WT	Input is always 'WT'.
Separator	(C)	7	1	!	
Access code	(D)	8-13	6	Numeric	This is a confidential number provided by the New York State Department of Taxation and Finance. Input is always your six digit number.
Separator	(E)	14	1	!	
Tax ID number	(F)	15-25	11	Numeric	Input is left-justified and alpha-numeric. Any unused positions should remain blank. Do not include check digit.
Separator	(G)	26	1	!	
Payroll date	(H)	27-32	6	Numeric (MMDDYY)	This is the date of the payroll which you are reporting. Input is always numeric and MMDDYY format.
Separator	(I)	33	1	!	
NYS tax withheld	(J)	34-43	10	Numeric	Input is right-justified, numeric and without a decimal between dollars and cents; any unused spaces should be filled with zeros. If your liability is zero, fill the entire field with zeros.
Separator	(K)	44	1	!	
NYC tax withheld	(L)	45-54	10	Numeric	Input is right-justified, numeric and without a decimal between dollars and cents; any unused spaces should be filled with zeros. If your liability is zero, fill the entire field with zeros.
Separator	(M)	55	1	!	
Yonkers tax withheld	(N)	56-65	10	Numeric	Input is right-justified, numeric and without a decimal between dollars and cents; any unused spaces should be filled with zeros. If your liability is zero, fill the entire field with zeros.
Separator	(O)	66	1	!	
Total tax withheld	(P)	67-76	10	Numeric	Input is right-justified, numeric and without a decimal between dollars and cents; any unused spaces should be filled with zeros. If your liability is zero, fill the entire field with zeros.
Separator	(Q)	77	1	!	
Final return indicator	(R)	78	1	Y or N	Specifies whether or not this is your company's final withholding tax filing.
Separator	(S)	79	1	!	

New York State Department of Taxation and Finance  
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Electronic Payment Processing Services

**Prepaid Sales Tax on Motor Fuel and Diesel Motor Fuel**

**Format Specifications and Layout for Fedwire Option**

**Primary information area**

Field description	Line	Field	Field input	Notes
Priority code	1	(1)	02	Input is always '02'.
Receiving bank identifier	2	(2)	Numeric	Input to be provided by DTF.
Fedwire type/subtype	2	(3)	1000	Input is always '1000'.
Sending bank identifier	3	(4)	Numeric	This is your bank's transit routing number. Input is mandatory.
Fedwire class code	3	(5)	Numeric	Optional
Sending bank reference	3	(6)	Numeric	This is your bank's number.
Fedwire dollar amount	3	(7)	Numeric	This is the payment amount that will be remitted to the State of New York.
Sending bank name	4	(8)	Alpha-numeric	Abbreviation of the sending bank's name. Input is mandatory.
Order party	4	(9)	Alpha-numeric	This is your company's legal name. This field is mandatory and should be entered as: 'ORG = your company legal name' i.e., ORG = XYZ Corporation. In the event your company is paying through a non Federal reserve member also include 'ORG=your company's bank'. (Originator Bank)
Receiving bank name	5	(10)	CONTRACTOR	Abbreviation of the receiving bank's name. Input to be provided by DTF.
Product code	5	(11)	CTR	Input is always 'CTR'.
Third party/beneficiary	5	(12)	BNF=NYS DTF	Input is always 'BNF=NYS DTF'.
Beneficiary account number	5	(13)	This is the Tax Department's bank account number.	Please call PromptTax customer service at 518-457-2332 between the hours of 8:30 a.m. and 4:30 p.m. ET to obtain this number.
Originator to beneficiary information	6 & 7	(14)	Numeric	This is the company's tax identifying information. Input is mandatory and must follow the format below.

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

**Prepaid Sales Tax on Motor Fuel and Diesel Motor Fuel**

**Format Specifications and Layout for Fedwire Option**

**Originator to Beneficiary Format: Field 14**

Sub position description	Element	Position	Field size	Field input	Notes
Segment identifier (originator to beneficiary information)	(A)	1-4	4	OBI=	Input is always 'OBI='.
Tax type code	(B)	5-6	2	FT	Input is always 'FT'.
Separator	(C)	7	1	!	
Access code	(D)	8-13	6	Numeric	This is a confidential number provided by the New York State Department of Taxation and Finance. Input is always your six digit number.
Separator	(E)	14	1	!	
Tax ID number	(F)	15-25	11	Numeric	Input is left-justified. Any unused positions should remain blank. Do not include check digit.
Separator	(G)	26	1	!	
Tax period end date	(H)	27-32	6	Numeric (MMDDYY)	Specifies the end date of the tax period that you are reporting. Input is always numeric and in MMYDD format.
Separator	(I)	33	1	!	
Total prepaid sales tax on motor fuel and diesel motor fuel payment	(J)	34-43	10	Numeric	This is the amount of your prepaid sales tax on motor fuel and diesel motor fuel payment. Input is right-justified, numeric and without a decimal between dollars and cents; any unused spaces should be filled with zeros. If your liability is zero, fill the entire field with zeros.
Separator	(K)	44	1	!	



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**Promptax Sales and Compensating Use Tax**

**Format Specifications and Layout for Fedwire Option**

**Primary information area**

Field description	Line	Field	Field input	Notes
Priority code	1	(1)	02	Input is always '02'.
Receiving bank identifier	2	(2)	Numeric	Input to be provided by DTF.
Fedwire type/subtype	2	(3)	1000	Input is always '1000'.
Sending bank identifier	3	(4)	Numeric	This is your bank's transit routing number. Input is mandatory.
Fedwire Class Code	3	(5)	Numeric	Optional
Sending Bank Reference	3	(6)	Numeric	This is your bank's number.
Fedwire dollar amount	3	(7)	Numeric	This is the payment amount that will be remitted to the State of New York.
Sending bank name	4	(8)	Alpha-numeric	Abbreviation of the sending bank's name. Input is mandatory.
Order party	4	(9)	Alpha-numeric	This is your company's legal name. This field is mandatory and should be entered as: 'ORG = your company legal name' i.e., ORG = XYZ Corporation. In the event your company is paying through a non Federal reserve member also include 'ORG=your company's bank'. (Originator Bank)
Receiving bank name	5	(10)	CONTRACTOR	Abbreviation of the receiving bank's name. Input is mandatory. Input to be provided by DTF.
Product code	5	(11)	CTR	Input is always 'CTR'.
Third party/beneficiary	5	(12)	BNF=NYS DTF	Input is is always 'BNF=NYS DTF'.
Beneficiary account number	5	(13)	This is the Tax Department's bank account number.	Please call Promptax customer service at 518-457-2332 between the hours of 8:30 a.m. and 4:30 p.m. ET to obtain this number.
Originator to beneficiary information	6 & 7	(14)	Numeric	This is the company's tax identifying information. Input is mandatory and must follow the format below.

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

**Promptax Sales and Compensating Use Tax**

**Format Specifications and Layout for Fedwire Option**

**Originator to Beneficiary Format: Field 14**

Sub position description	Element	Position	Field size	Field input	Notes
Segment identifier (originator to beneficiary information)	(A)	1-4	4	OBI=	Input is always 'OBI='.
Tax type code	(B)	5-6	2	ST	Input is always 'ST'.
Separator	(C)	7	1	!	
Access code	(D)	8-13	6	Numeric	This is a confidential number provided by the New York State Department of Taxation and Finance. Input is always your six digit number.
Separator	(E)	14	1	!	
Tax ID number	(F)	15-25	11	Numeric	Input is left-justified and alpha-numeric. Any unused positions should remain blank. Do not include check digit.
Separator	(G)	26	1	!	
Tax period end date	(H)	27-32	6	Numeric (MMDDYY)	Specifies the end date of the tax period that you are reporting. Input is always numeric and in MMDDYY format.
Separator	(I)	33	1	!!	
Amount of 23-EOM payment	(J)	34-43	10	Numeric	This is the amount of your day 23-End of Month payment. Input is right-justified, numeric and without a decimal between dollars and cents; any unused spaces should be filled with zeros. If your liability is zero, fill the entire field with zeros.
Separator	(K)	44	1	!	
Amount of 1-22 payment	(L)	45-54	10	Numeric	This is the amount of your day 1-22-End of Month payment. Input is right-justified, numeric and without a decimal between dollars and cents; any unused spaces should be filled with zeros. If your liability is zero, fill the entire field with zeros.
Separator	(M)	55	1	!	
Total sales and compensating use tax payment	(N)	56-65	10	Numeric	This is the total amount of sales and compensating use tax being reported. Input is right-justified, numeric and without a decimal between dollars and cents; any unused spaces should be filled with zeros. If your liability is zero, fill the entire field with zeros.
Separator	(O)	66	1	!	

New York State Department of Taxation and Finance  
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Electronic Payment Processing Services

**PromptTax Petroleum Business Tax – Fedwire Detail**

**Format Specifications and Layout for Fedwire Option**

**Primary information area**

Field description	Line	Field	Field input	Notes
Priority Code	1	(1)	02	Input is always '02'.
Receiving Bank Identifier	2	(2)	Numeric	Input to be provided by DTF.
Fedwire Type/Subtype	2	(3)	1000	Input is always '1000'.
Sending Bank Identifier	3	(4)	Numeric	This is your bank's transit routing number. Input is mandatory.
Fedwire Class Code	3	(5)	Numeric	Optional
Sending Bank Reference	3	(6)	Numeric	This is your bank's number.
Fedwire dollar amount	3	(7)	Numeric	This is the payment amount that will be remitted to the State of New York.
Sending bank name	4	(8)	Alpha-numeric	Abbreviation of the sending bank's name. Input is mandatory.
Order Party	4	(9)	Alpha-Numeric	This is your company's legal name. This field is mandatory and should be entered as: 'ORG = your company legal name' i.e., ORG = XYZ Corporation. In the event your company is paying through a non Federal reserve member also include 'ORG=your company's bank'. (Originator Bank)
Receiving Bank Name	5	(10)	CONTRACTOR	Abbreviation of the receiving bank's name. Input is mandatory. Input to be provided by DTF.
Product code	5	(11)	CTR	Input is always 'CTR'.
Third party/beneficiary	5	(12)	BNF=NYS DTF	Input is is always 'BNF=NYS DTF'.
Beneficiary account number	5	(13)	This is the Tax Department's bank account number.	Please call PromptTax customer service at 518-457-2332 between the hours of 8:30 a.m. and 4:30 p.m. ET to obtain this number.
Originator to beneficiary information	6 & 7	(14)	Numeric	This is the company's tax identifying information. Input is mandatory and must follow the format below.

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Electronic Payment Processing Services

**Promptax Petroleum Business Tax**

**Format Specifications and Layout for Fedwire Option**

**Originator to Beneficiary Format: Field 14**

Sub position description	Element	Position	Field size	Field input	Footnote
Segment identifier (originator to beneficiary information)	(A)	1-4	4	OBI=	Input is always 'OBI='.
Tax type code	(B)	5-6	2	PT	Input is always 'PT'.
Separator	(C)	7	1	!	
Access code	(D)	8-13	6	Numeric	This is a confidential number provided by the New York State Department of Taxation and Finance. Input is always your six digit number.
Separator	(E)	14	1	!	
Tax ID number	(F)	15-25	11	Numeric	Input is left-justified and alpha-numeric. Any unused positions should remain blank. Do not include check digit.
Separator	(G)	26	1	!	
Tax period end date	(H)	27-32	6	Numeric (MMDDYY)	Specifies the end date of the tax period that you are reporting. Input is always numeric and in MMDDYY format.
Separator	(I)	33	1	!	
Amount of article 12-A payment	(J)	34-43	10	Numeric	This specifies the amount of your Article 12-A tax payment. Input is right-justified, numeric and without a decimal between dollars and cents; any unused spaces should be filled with zeros. If your liability is zero, fill the entire field with zeros.
Separator	(K)	44	1	!	
Amount of article 13-A payment	(L)	45-54	10	Numeric	This specifies the amount of your Article 13-A payment. Input is right-justified, numeric and without a decimal between dollars and cents; any unused spaces should be filled with zeros. If your liability is zero, fill the entire field with zeros.
Separator	(M)	55	1	!	
Total petroleum business tax payment	(N)	56-65	10	Numeric	This is the total amount of your Article 12-A and 13-A petroleum payments. Input is right-justified, numeric and without a decimal between dollars and cents; any unused spaces should be filled with zeros. If your liability is zero, fill the entire field with zeros.
Separator	(O)	66	1	!	-

New York State Department of Taxation and Finance  
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**Promptax Metropolitan Commuter Transportation Mobility Tax (“MCTMT”) – Fedwire Detail**

**Format Specifications and Layout for Fedwire Option**

**Primary information area**

Field description	Line	Field	Field input	Notes
Priority Code	1	(1)	02	Input is always '02'.
Receiving Bank Identifier	2	(2)	Numeric	Input to be provided by DTF.
Fedwire Type/Subtype	2	(3)	1000	Input is always '1000'.
Sending Bank Identifier	3	(4)	Numeric	This is your bank's transit routing number. Input is mandatory.
Fedwire Class Code	3	(5)	Numeric	Optional
Sending Bank Reference	3	(6)	Numeric	This is your bank's number.
Fedwire dollar amount	3	(7)	Numeric	This is the payment amount that will be remitted to the State of New York.
Sending bank name	4	(8)	Alpha-numeric	Abbreviation of the sending bank's name. Input is mandatory.
Order Party	4	(9)	Alpha-Numeric	This is your company's legal name. This field is mandatory and should be entered as: 'ORG = your company legal name' i.e., ORG = XYZ Corporation. In the event your company is paying through a non Federal reserve member also include 'ORG=your company's bank'. (Originator Bank)
Receiving Bank Name	5	(10)	CONTRACTOR	Abbreviation of the receiving bank's name. Input is mandatory. Input to be provided by DTF.
Product code	5	(11)	CTR	Input is always 'CTR'.
Third party/beneficiary	5	(12)	BNF=NYS DTF	Input is is always 'BNF=NYS DTF'.
Beneficiary account number	5	(13)	This is the Tax Department's bank account number.	Please call Promptax customer service at 518-457-2332 between the hours of 8:30 a.m. and 4:30 p.m. ET to obtain this number.
Originator to beneficiary information	6 & 7	(14)	Numeric	This is the company's tax identifying information. Input is mandatory and must follow the format below.

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
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**Promptax Metropolitan Commuter Transportation Mobility Tax ("MCTMT")**

**Format Specifications and Layout for Fedwire Option**

**Originator to Beneficiary Format: Field 14**

Sub position description	Element	Position	Field size	Field input	Notes
Tax type code	(A)	1-2	2	MT	Input is always 'MT'.
Separator	(B)	3	1	!	
Access code	(C)	4-9	6	Numeric	This is a confidential number provided by the New York State Department of Taxation and Finance. Input is always your six digit number.
Separator	(D)	10	1	!	
Tax ID number	(E)	11-21	11	Numeric	Input is left-justified and alpha-numeric. Any unused positions should remain blank. Do not include check digit.
Separator	(F)	22	1	!	
Payroll date	(G)	23-28	6	Numeric (MMDDYY)	Specifies the end date of the payroll which you are reporting. Input is always numeric and in MMDDYY format.
Separator	(H)	29	1	!	
MT gross wages amount	(I)	30-43	14	Numeric	This is the MT gross wages amount. Input is right-justified, numeric and without a decimal between dollars and cents; any unused spaces should be filled with zeros. If your liability is zero, fill the entire field with zeros.
Separator	(J)	44	1	!	
MT tax amount	(K)	45-54	10	Numeric	This is the MT tax amount. Input is right-justified, numeric and without a decimal between dollars and cents; any unused spaces should be filled with zeros. If your liability is zero, fill the entire field with zeros.
Separator	(L)	55	1	!	

New York State Department of Taxation and Finance  
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**Exhibit E - Sample Reports**

**State Of New York**

**Department of Taxation and Finance**

**Exception Detail Information**

Report Date: 12/11/2020 11:04 AM

Tax Type: Metropolitan Commuter Transportation Mobility Tax - PrompTax

Settlement Date: 11/26/2020

<b>Taxpayer Name</b>	<b>Taxpayer ID</b>	<b>Trace Number</b>	<b>DLN</b>	<b>Access Code</b>	<b>Period End Date</b>	<b>Payment Amount</b>	<b>Type of Payment</b>	<b>Reason</b>
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## New York State Department of Taxation and Finance

### Promptax

#### Warehouse Summary

Tax Type: PBPP - Promptax Petroleum Tax

Date Range: Between Nov 26, 2020 and Nov 26, 2020

<b>Taxpayer Effective Date</b>	<b># of Transactions</b>	<b>\$ Amount</b>
<b>Total</b>		



**New York State Department of Taxation and Finance**

**Promptax**

**Warehouse Detail**

Tax Type: FTPP - Promptax Motor Fuel Tax

Date Range: Between Nov 26, 2020 and Nov 26, 2020

<b>PRI Payment Type Description</b>	<b>Key ID</b>	<b>Internal Taxpayer ID</b>	<b>External Taxpayer ID</b>	<b>Pay Amount</b>	<b>Warehoused To</b>	<b>Liability Period End Date</b>
			0			11:03:00 AM

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

State Of New York

Department of Taxation and Finance

Bank Adjustment Detail Listing

Report Date: 12/11/2020 11:02 AM

Tax Type: STPP - PrompTax Sales Tax and Use Tax

Adjustment Date: 11/26/2020

Adjustment Date	Taxpayer ID	Period End Date	Payment Method	Reference Number	DLN	Amount Adjusted	Original Settlement Date	Reason	Memo Type
-----------------	-------------	-----------------	----------------	------------------	-----	-----------------	--------------------------	--------	-----------

Total

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

**State Of New York**

**Department of Taxation and Finance**

**Bank Adjustment Summary**

Report Date: 12/11/2020 11:01 AM

Tax Type: Metropolitan Commuter Transportation Mobility Tax - PrompTax

Adjustment Date: 11/26/2020

<b>Adjustment Date</b>	<b>Debit Total</b>	<b>Debit Total Items</b>	<b>Credit Total</b>	<b>Credit Total Items</b>	<b>Total Adjustment</b>	<b>Total Items</b>
11/26/2020	0.00	0	0.00	0	0.00	0

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

State Of New York

Department of Taxation and Finance

Transmission Bank Adjustment Detail Listing

Report Date: 12/11/2020 11:01 AM  
Tax Type: Petroleum Business tax - PrompTax  
Transmission Date: Between Nov 26, 2020 and Nov 26, 2020

Adjustment Date	Taxpayer ID	Period End Date	Payment Method	Reference Number	DLN	Amount Adjusted	Original Settlement Date	Reason	Memo Type
-----------------	-------------	-----------------	----------------	------------------	-----	-----------------	--------------------------	--------	-----------

Total

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

**State Of New York**

**Department of Taxation and Finance**

**Yonkers Over Tolerance**

Report Date: 12/11/2020 10:53 AM

Tax Type: Withholding Tax - PrompTax

Settlement Date: 11/26/2020

<b>Taxpayer ID</b>	<b>DLN</b>	<b>Payment Amount</b>	<b>NYS Distribution</b>	<b>NYC Distribution</b>	<b>Yonkers Distribution</b>	<b>Yonkers %</b>
--------------------	------------	-----------------------	-------------------------	-------------------------	-----------------------------	------------------

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

**State Of New York**  
**Department of Taxation and Finance**  
**NYC Over Tolerance**

Report Date: 12/11/2020 10:53 AM

Tax Type: Withholding Tax - PrompTax

Settlement Date: 11/26/2020

<b>Taxpayer ID</b>	<b>DLN</b>	<b>Payment Amount</b>	<b>NYS Distribution</b>	<b>NYC Distribution</b>	<b>Yonkers Distribution</b>	<b>NYC %</b>
--------------------	------------	-----------------------	-------------------------	-------------------------	-----------------------------	--------------

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

**State Of New York**  
**Department of Taxation and Finance**  
**Deposit Detail Listing**

Report Date: 12/11/2020 10:53 AM  
Tax Type: Metropolitan Commuter Transportation Mobility Tax - Promptax  
Settlement Date: 11/26/2020

<b>Taxpayer ID</b>	<b>Taxpayer Name</b>	<b>Period End Date</b>	<b>Payment Method</b>	<b>Reference Number</b>	<b>DLN</b>	<b>Gross Wages</b>	<b>MT Tax Due</b>	<b>Payment Amount</b>
Totals						<hr/>	<hr/>	<hr/>

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

**State of New York**  
**Department of Taxation and Finance**  
**Recap of Receipts**

Report Date: 12/11/2020 10:52 AM  
Tax Type: Sales and Compensating Use Tax - PrompTax  
Settlement Date: 11/26/2020 - 11/26/2020

	<b>Total Deposits</b>	<b>Total Items</b>
ACHDebit(s)	0.00	0
ACH Credit(s)	0.00	0
Fed Wire(s)	0.00	0
No Tax Due - No Remittance	0.00	0
Tax Due - No Remittance	0.00	0
<b>Grand Total</b>	<b>0.00</b>	<b>0</b>

	<b>Total Distribution Amounts</b>	<b>Total Distribution Items</b>
23 - EOM		0
1 to 22		0
<b>Grand Total Distribution</b>		<b>0</b>



New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

**State Of New York**  
**Department of Taxation and Finance**  
**Corporate Tax Large Filer**

Report Date: 12/11/2020  
Tax Type: Corporation Tax - Electronic Payments  
Settlement Date: 11/26/2020

<b>DLN</b>	<b>Taxpayer ID</b>	<b>Tax Article</b>	<b>Payment Amount</b>	<b>Period</b>	<b>Form</b>	<b>Payment Method</b>	<b>Filing Method</b>
<hr/>							
Total			<u><u>                    </u></u>				

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

**State Of New York**

**Department of Taxation and Finance**

**Yonkers Over Tolerance**

Report Date: 12/11/2020 11:06 AM

Tax Type: Withholding Tax Electronic Payments

Settlement Date: 11/26/2020

<b>Taxpayer ID</b>	<b>DLN</b>	<b>Payment Amount</b>	<b>NYS Distribution</b>	<b>NYC Distribution</b>	<b>Yonkers Distribution</b>	<b>Yonkers %</b>
--------------------	------------	-----------------------	-------------------------	-------------------------	-----------------------------	------------------

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

**State Of New York**  
**Department of Taxation and Finance**  
**NYC Over Tolerance**

Report Date: 12/11/2020 11:05 AM

Tax Type: Withholding Tax Electronic Payments

Settlement Date: 11/26/2020

<b>Taxpayer ID</b>	<b>DLN</b>	<b>Payment Amount</b>	<b>NYS Distribution</b>	<b>NYC Distribution</b>	<b>Yonkers Distribution</b>	<b>NYC %</b>
--------------------	------------	-----------------------	-------------------------	-------------------------	-----------------------------	--------------

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

State Of New York  
Department of Taxation and Finance  
Bank Adjustment Detail Listing

Report Date: 12/4/2020 2:39 PM  
Tax Type: Cigarette Tax Electronic Payments  
Adjustment Date: 11/26/2020

Adjustment Date	Taxpayer ID	Period End Date	Payment Method	Reference Number	DLN	Amount Adjusted	Original Settlement Date	Reason	Memo Type
-----------------	-------------	-----------------	----------------	------------------	-----	-----------------	--------------------------	--------	-----------

Total

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

**State Of New York**  
**Department of Taxation and Finance**  
**Bank Adjustment Summary**

Report Date: 12/4/2020 2:38 PM  
Tax Type: Cigarette Tax Electronic Payments  
Adjustment Date: 11/26/2020 - 11/26/2020

<b>Adjustment Date</b>	<b>Dishonor Total</b>	<b>Dishonor Total Items</b>	<b>Debit Total</b>	<b>Debit Total Items</b>	<b>Credit Total</b>	<b>Credit Total Items</b>	<b>Total Adjustment</b>	<b>Total Items</b>
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New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

**State Of New York**  
**Department of Taxation and Finance**  
**Canceled Electronic Payments**

Report Date: 12/4/2020 2:42 PM

Tax Type: Cigarette Tax Electronic Payments

Date Range: 11/26/2020 - 11/26/2020

<b>Confirmation Number</b>	<b>DLN</b>	<b>Liability Period Begin Date</b>	<b>Liability Period Begin Date</b>	<b>Internal Taxpayer ID</b>	<b>Employee ID</b>	<b>Pay Amount</b>	<b>Create Timestamp</b>
Summary							0

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

**State of New York**  
**Department of Taxation and Finance**  
**Canceled Electronic Payments Summary**

Report Date: 12/4/2020 2:41 PM  
Tax Type: Cigarette Tax Electronic Payments  
Date Range: 11/26/2020 - 11/26/2020

<b>Canceled Date</b>	<b># of Cases</b>	<b>Total Money</b>
Summary		

**New York State Department of Taxation and Finance**  
**Payment Card Summary**

Activity Date Range: Between Nov 26, 2020 and Nov 26, 2020

Tax Type	Card Type	Trans Count	Net Amount
<hr/>			
Totals			
<hr/>			



New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

**State Of New York**  
**Department of Taxation and Finance**  
**Deposit Detail Listing**

Report Date: 12/4/2020 2:38 PM

Tax Type: Cigarette Tax Electronic Payments

Settlement Date: 11/26/2020

<b>Taxpayer ID</b>	<b>Taxpayer Name</b>	<b>Payment Method</b>	<b>Filing Method</b>	<b>Reference Number</b>	<b>DLN</b>	<b>Payment Amount</b>
<b>Totals</b>						

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

**State of New York**  
**Department of Taxation and Finance**  
**Recap of Receipts**

Report Date: 12/4/2020 2:37 PM  
Tax Type: Cigarette Tax Electronic Payments  
Settlement Date(s): 11/26/2020 - 11/26/2020

Payment Method	<b>Total Deposits</b>	<b>Total Items</b>
ACH Debit(s)	0.00	0
ACH Credit(s)	0.00	0
FedWire(s)	0.00	0
Payment Cards	0.00	0
No Remittance	0.00	0
OTHER	0.00	0
<b>Grand Total</b>	<b>0.00</b>	<b>0</b>

**New York State Department of Taxation and Finance**

**ePay**

**Warehouse Detail**

Tax Type: Cigarette Tax Electronic Payments

Date Range: Between Nov 26, 2020 and Nov 26, 2020

<b>PRI Payment Type Description</b>	<b>Key ID</b>	<b>Internal Taxpayer ID</b>	<b>External Taxpayer ID</b>	<b>Pay Amount</b>	<b>Warehoused To</b>	<b>Liability Period End Date</b>
			0			2:40:47 PM

## New York State Department of Taxation and Finance

### ePay

#### Warehouse Summary

Tax Type: Cigarette Tax Electronic Payments

Date Range: Between Nov 26, 2020 and Nov 26, 2020

<b>Taxpayer Effective Date</b>	<b># of Transactions</b>	<b>\$ Amount</b>
<b>Total</b>		

New York State Department of Taxation and Finance  
 Request for Proposals (RFP) 20-100  
 Electronic Payment Processing Services

**Exhibit F - Online Services Application – Sample Screens**

The screenshot displays the user interface for the New York State Department of Taxation and Finance. At the top, there is a navigation bar with the New York State logo and menu items for Services, News, Government, and Local. Below this is a header for the Department of Taxation and Finance, including links for Support, Contact Us, and Logout. The main content area is titled 'Account summary for: XYZ SERVICES (11-5367203)' and includes a user role of 'Admin-Master / Logout'. The interface is divided into several sections: 'My account' with a welcome message and links for account management; 'Services' with a list of frequently used services; 'Account messages' showing no messages; 'Account summary' with a 'Bills' section showing no tax bills; 'Filings and payments' with buttons for different tax types; and a 'Web survey' section for providing feedback. A 'Go green' banner is also present at the bottom left.

**Department of Taxation and Finance** Support | Contact Us | Logout

Account Summary Home Account Preferences Help

**My account**

Welcome.  
**Admin-Master / Logout**  
 XYZ SERVICES (11-5367203)  
 Role:  
**Master Administrator**  
 Manage Email  
 Change my password  
 Edit personal information  
[More »](#)

**Services**

- Frequently used
- Payments, bills and notices
- Sales tax - file and pay
- Sales tax - other services
- Employment and withholding taxes
- Corporation tax
- Other taxes
- Annual transaction reporting
- Respond to department notice
- Business change of address
- File exchange
- Business tools

**Go green.**  
**Sign up for email.**  
 Get email alerts about bills, filing reminders & more.

**Account summary for: XYZ SERVICES (11-5367203)** Admin-Master / Logout

**Account messages**

You have no messages at this time.

Date	Message description	Sent to

**Account summary**

**Bills**

You have no tax bills at this time.

Assessment ID	Tax type	Filing period end date	Original bill date	Current balance (\$)


**Filings and payments**

Tax type:

**Web survey**

Provide feedback about this online service through our [Web Survey](#).

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services



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[Home](#) [Help](#)

### Sales Tax Advance Payment

Taxpayer ID: **115367203** Taxpayer name: **XYZ SERVICES**


### Sales and Use Tax Payment

Use this application to submit an advance payment before filing your sales tax returns. **Note:** An advance payment does **not** complete your sales tax filing for the period.



- You **must** still file a sales tax return, even if you owe no additional tax.
- To file your return, select *Sales tax web file* under *Sales tax-file and pay* from the left menu in your *Account Summary*.
- When you file your sales tax return, claim any advance payments.

To report additional tax due that you owe on a previously filed return, you must file an amended return.

Select the filing period the payment is for and then enter the payment amount. Select **Continue** to pay from your bank account.

\* Required fields  - Select to learn more about a particular field


#### Payment information

Payment for filing period: \*   

Payment amount (\$): \*

[Continue](#)

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services



Services News Government Local

Department of Taxation and Finance Support Contact us

Home Help

### Sales Tax Advance Payment

Taxpayer ID: 115367203 Taxpayer name: XYZ SERVICES

#### Pay from Bank Account

Provide bank information below. If the bank recently changed its name, check with bank to verify the routing number is correct. If the payment is dishonored by the bank, the taxpayer may incur a \$50 fee, in addition to any late penalties and interest.

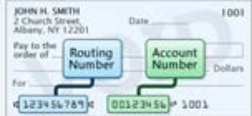
**Accounts outside the United States.**  
Banking rules prohibit us from accepting electronic payments from accounts outside the United States (even if the bank has branches or offices within the U.S.). If the account holder does not have a source of funds from within the United States, payment must be made by check or money order.

**Updated debit block information.**  
For important information about debit blocks, see [instructions](#).

\* Required fields 👉 Select to learn more about a particular field

#### Choose bank account

Enter new bank account



Bank routing number: \*  👉

Bank name:

Bank account number: \*  👉

Confirm bank account number: \*

Account type: \* Select account type 👉

Account holder: \*  (John Doe or XYZ Corp) 👉


Save bank account:  👉

Account description:  👉

#### Payment summary

Payment for: ST-330  
Due date: 12/20/2016  
Payment date: 10/27/2016 (mm/dd/yyyy) 👉  
Amount due (\$): 100.00  
Payment amount (\$): 100.00

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services



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### Sales Tax Advance Payment

Taxpayer ID: 115367203    Taxpayer name: XYZ SERVICES

#### Review and Verify

The transaction is not complete until you select **Submit**. Carefully review all information below and read the eSignature statement. If you would like to make any changes to your information you can select **Edit** in the appropriate box.

##### Payment information

Payment for filing period: 09/01/2016 - 11/30/2016

[Edit](#)

##### Payment details

Payment method: **Pay from Bank Account**

Bank name:

Bank routing number: 021000021

Bank account number: 123456789

Account type: **Business checking**

Account holder: **John Doe**

Payment for: **ST-330**

Due date: 12/20/2016

Payment date: 10/27/2016

Amount due (\$):	100.00
Payment amount (\$):	100.00

[Edit](#)


##### eSignature

By selecting **Submit**, I understand and agree that I am electronically signing this transaction and certify that the taxpayer has agreed to payment of the amount(s) indicated by electronic funds withdrawal, that the taxpayer has authorized the New York State Tax Department and its designated financial agents to initiate an electronic funds withdrawal from the indicated financial institution account(s), and that the designated financial institution(s) is authorized to debit the entry to the account(s). I further certify that all information provided is true, correct and complete. I understand and agree that I may revoke this authorization for payment only by contacting the Tax Department no later than five (5) business days prior to the payment date.

[Submit](#)



New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services



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[Home](#) [Help](#)

### Sales Tax Advance Payment

Taxpayer ID: 115367203 Taxpayer name: XYZ SERVICES

#### Transaction Confirmation

The New York State Tax Department received your transaction. This confirms only that we received your payment information. If you entered an incorrect bank account number that prevents your payment from processing you may be subject to a \$50 fee for dishonored payment.

- Select **Print** to print this confirmation page for your records.

#### Confirmation

Confirmation number:	SW1601264071
Transaction date/time:	10/27/2016 11:30AM
Filing period for payment:	09/01/2016 - 11/30/2016
Bank name:	
Bank routing number:	021000021
Bank account number:	XXXXX6789
Account type:	Business Checking
Account holder:	John Doe
Due date:	12/20/2016
Payment date:	10/27/2016
Payment amount (\$):	100.00
Total amount due (\$):	100.00

#### Important

An advance payment does **not** complete your sales tax filing for the period.

- You **must** still file a sales tax return, even if you owe no additional tax.
- To file your return, select **File Sales Tax Return** below.
- When you file your sales tax return, claim any advance payments.

#### Web survey

Provide feedback about this online service through our [Web Survey](#).

[Print](#) [File Sales Tax Return](#) [Close](#)

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

**Exhibit G - Sample e-Signature Certification Language**

APPLICATION CODE/NAME	TEXT BLOCK ID	USER TYPE	e-SIGNATURE CERTIFICATION LANGUAGE
DTF-17 Certification Language		Taxpayer (Business)	<p>I certify that I am the responsible person for the applicant identified in Section L above and that I have read and understand the instructions that accompany this application; and that the statements made as part of this application are true, complete, and correct; and that no material information has been omitted. The responses to questions concerning the background of responsible persons other than myself are based on information and belief formed after reasonable inquiry. I further certify that all the persons who are responsible persons for the applicant were properly identified. I have had the opportunity to discuss this application with a tax advisor and to contact the State with any questions. I acknowledge that the State will rely on the information supplied in this application in determining whether to issue the requested sales tax Certificate of Authority, and that this application will be filed with and become a part of the records of the State. I make these statements with the knowledge that willfully providing false or fraudulent information in this application may constitute a felony or other crime under New York State Law, punishable by a fine and/or jail. I understand that the State is authorized to investigate the validity of any information entered on this document, and may request additional information or documentation in connection with this application. If a Certificate of Authority is granted by the Department, it is subject to renewal pursuant to Tax Law section 1134(a)(5), and it may be revoked at any time due to any false statement or fraud committed in the application process. I also understand that I am required under New York State Law to promptly notify the State of any changes to the information supplied in this application. By checking the box below, I understand and agree that I am electronically signing and filing this return.</p>

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

APPLICATION CODE/NAME	TEXT BLOCK ID	USER TYPE	e-SIGNATURE CERTIFICATION LANGUAGE
Sales Tax Web File (STMI)	STMI_TAX PAYER_FIL ING_OWN _BEHALF_ SIGNATUR E	Taxpayer (Business)	<p>By selecting <b>Submit</b>, I understand and agree that I am electronically signing and filing this return. I certify that all information provided on the return, including any statements and documentation provided to substantiate a claim for credit or refund is true, correct and complete, that no material information has been omitted, and that I am authorized by the taxpayer to file this return. I make these statements with the knowledge that willfully providing false or fraudulent information with this document with the intent to evade tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that the State is authorized to investigate the validity of any credit or refund claimed and the accuracy of any information provided with the return or the claim. I further certify that all of the tax for which a refund or credit is claimed has been paid, and no portion has been previously credited or refunded to the applicant; or, if the claim is made by a person required to collect tax, that the amount claimed has previously been refunded to the appropriate purchaser.</p> <p>If financial institution information has been provided on the return, I certify that the taxpayer has agreed to payment of the amount(s) indicated by electronic funds withdrawal, that the taxpayer has authorized the New York State and its designated financial agents to initiate an electronic funds withdrawal from the indicated financial institution account(s), and that the designated financial institution(s) is authorized to debit the entry to the account(s). I understand and agree that I may revoke this authorization for payment only by contacting the State no later than five (5) business days prior to the payment date.</p>

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

APPLICATION CODE/NAME	TEXT BLOCK ID	USER TYPE	e-SIGNATURE CERTIFICATION LANGUAGE
Sales Tax Web File (STMI)	STMI_TAX_PREPARE_R_FILING_BEHALF_CLIENT_SIGNATURE	Tax Professional	<p>By selecting <b>Submit</b>, I understand and agree that I am electronically signing and filing this return. The taxpayer's completion of the Tax Information Access and Transaction Authorization (either online or on Form TR-2000), authorizing me to file this return, and my submission of this return will, together, serve as the taxpayer's authorized signature on the return and I have provided a copy of this return to the taxpayer. I certify to the best of my knowledge and belief that all information provided on the return, including any statements and documentation provided to substantiate a claim for credit or refund is true, correct and complete, that no material information has been omitted, and that I am authorized by the taxpayer to file this return. I make these statements with the knowledge that willfully providing false or fraudulent information with this document with the intent to evade tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that the State is authorized to investigate the validity of the credit or refund claimed and the accuracy of any information provided with the return or the claim. I further certify that all of the tax for which a refund or credit is claimed has been paid, and no portion has been previously credited or refunded to the applicant; or, if the claim is made by a person required to collect tax, that the amount claimed has previously been refunded to the appropriate purchaser.</p> <p>If financial institution information has been provided on the return, I certify that the taxpayer has agreed to payment of the amount(s) indicated by electronic funds withdrawal, that the taxpayer has authorized the New York State and its designated financial agents to initiate an electronic funds withdrawal from the indicated financial institution account(s), and that the designated financial institution(s) is authorized to debit the entry to the account(s). I understand and agree that I may revoke this authorization for payment only by contacting the State no later than five (5) business days prior to the payment date.</p>

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

APPLICATION CODE/NAME	TEXT BLOCK ID	USER TYPE	e-SIGNATURE CERTIFICATION LANGUAGE
Sales Tax Advanced Payment (STPM)	STPM_TAX PAYER_FILING_OWN_BEHALF	Taxpayer (Business)	By selecting <b>Submit</b> , I understand and agree that I am electronically signing this transaction and certify that the taxpayer has agreed to payment of the amount(s) indicated by electronic funds withdrawal, that the taxpayer has authorized the New York State and its designated financial agents to initiate an electronic funds withdrawal from the indicated financial institution account(s), and that the designated financial institution(s) is authorized to debit the entry to the account(s). I further certify that all information provided is true, correct and complete. I understand and agree that I may revoke this authorization for payment only by contacting the State no later than five (5) business days prior to the payment date.
Sales Tax Advanced Payment (STPM)	STPM_TAX_PREPARER_FILING_BEHALF_CLIENT_SIGNATURE	Tax Professional	By selecting <b>Submit</b> , I understand and agree that I am electronically signing this transaction and certify that the taxpayer has agreed to payment of the amount(s) indicated by electronic funds withdrawal, that the taxpayer has authorized the New York State and its designated financial agents to initiate an electronic funds withdrawal from the indicated financial institution account(s), and that the designated financial institution(s) is authorized to debit the entry to the account(s). The taxpayer's completion of the Tax Information Access and Transaction Authorization (either online or on Form TR-2000), authorizing me to submit this transaction, and my submission of this transaction will, together, serve as the taxpayer's authorized signature on the transaction. I further certify, to the best of my knowledge and belief, that all information provided is true, correct and complete and that I have provided a copy of the transaction to the taxpayer. I understand and agree that I may revoke this authorization for payment only by contacting the State no later than five (5) business days prior to the payment date.

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

APPLICATION CODE/NAME	TEXT BLOCK ID	USER TYPE	e-SIGNATURE CERTIFICATION LANGUAGE
Sales Tax Credit or Refund Request (STRF)	STRF_TAX PAYER_FILING_OWN_BEHALF	Taxpayer (Business)	By selecting <b>Submit</b> , I understand and agree that I am electronically signing and filing this claim for credit or refund. I certify that all information provided, including any statements and documentation provided to substantiate the claim for credit or refund is true, correct and complete, that no material information has been omitted, and that I am authorized by the taxpayer to file this claim. I make these statements with the knowledge that willfully providing false or fraudulent information with this document with the intent to evade tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that the State is authorized to investigate the validity of the credit or refund claimed and the accuracy of any information provided with the claim. I further certify that all of the tax for which a refund or credit is claimed has been paid, and no portion has been previously credited or refunded to the applicant; or, if the claim is made by a person required to collect tax, that the amount claimed has previously been refunded to the appropriate purchaser.
Sales Tax Credit or Refund Request (STRF)	STRF_TAX_PREPARER_FILING_BEHALF_CLIENT_SIGNATURE	Tax Professional	By selecting <b>Submit</b> , I understand and agree that I am electronically signing and filing this claim for credit or refund. The taxpayer's completion of the Tax Information Access and Transaction Authorization (either online or on Form TR-2000), authorizing me to file this claim, and my submission of this claim will, together, serve as the taxpayer's authorized signature on the claim and I have provided a copy of this claim to the taxpayer. I certify to the best of my knowledge and belief that all information provided on the claim, including any statements and documentation provided to substantiate the claim for credit or refund is true, correct and complete, that no material information has been omitted, and that I am authorized by the taxpayer to file this claim. I make these statements with the knowledge that willfully providing false or fraudulent information with this document with the intent to evade tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that the State is authorized to investigate the validity of the credit or refund claimed and the accuracy of any information provided with the claim. I further certify that all of the tax for which a refund or credit is claimed has been paid, and no portion has been previously credited or refunded to the applicant; or, if the claim is made by a person required to collect tax, that the amount claimed has previously been refunded to the appropriate purchaser.

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APPLICATION CODE/NAME	TEXT BLOCK ID	USER TYPE	e-SIGNATURE CERTIFICATION LANGUAGE
Sales Tax Responsible Person (TIRP)		Taxpayer (Business)	<p>By selecting <b>Submit</b>, I understand and agree that I am electronically signing and filing this tax account update. I certify that I am either a person authorized to act for the listed entity in complying with the Tax Law (i.e., a responsible person of the business or entity), or that I am an employee of the entity who has been delegated responsibility by an authorized owner, officer, director, LLC member or manager, or partner to complete this business account update on behalf of the entity. I further certify that I have read and understand the instructions that accompany this update and that all the statements made are true, complete, and correct, and that no material information has been omitted. I understand that the listed entity is required under New York State Law to promptly notify the State of any changes to the information supplied with this update. I make these statements with the knowledge that willfully providing false or fraudulent information with the intent to evade tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the State is authorized to investigate the validity of any information entered on this document, and that any false statement could lead to the revocation of any certificate of authority issued to the entity.</p>

## Exhibit H - Sample Save Payment Data Fields



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### Promptax Withholding Tax

[Taxpayer Identification](#)

**Filing Information**

[Account Information](#)

[Payment Section](#)

[Review and Verify](#)

Taxpayer ID: TF-000444

Taxpayer name: ABC Corporation

### Pay from Bank Account

Provide your bank information below. If you are adding a new bank account, be sure to enter your bank's routing number and your bank account number exactly as they appear on your check. If your bank recently changed its name, check with your bank to verify the routing number is correct. If your payment is dishonored by the bank, you may incur a \$50 fee, in addition to any late penalties and interest.

For important information about debit blocks, see [instructions](#).

\* Required fields

[Select to learn more about a particular field](#)

#### Choose bank account

Account XXXXX3344 [Remove](#)

Enter new bank account

Bank routing number: \*

Bank name:

Bank account number: \*

Confirm bank account number: \*

Account type: \* **Select account type**

Account holder: \*

Save bank account:

Account description:

#### Payment summary

Will the funds for this payment come from an account outside the United States? \* Yes  No

Payment for: **Promptax MCTMT**

Due date:

Settlement date: \*  (mm/dd/yyyy)

Payment date: \*  (mm/dd/yyyy)

Amount due (\$): **50.00**

Payment amount (\$): **50.00**

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Electronic Payment Processing Services

**Exhibit I – Sample Outgoing Batch File Layout**

```
<?xml version="1.0" encoding="utf-8"?>
<ns0:TransmissionBO xmlns:ns0="http://www.nystax.gov/ach/pymt/schema">
  <sourceCd>A4</sourceCd>
  <fileHeader>
    <fileTypeCode>A4</fileTypeCode>
    <fileNameDesc>PITACHPYMT</fileNameDesc>
    <createTs>2020-12-01-14.45.53.598681</createTs>
  </fileHeader>
  <ProcessBO>
    <filingKeys>
      <sourceCd>A4</sourceCd>
      <mainFormId>00173</mainFormId>
      <extTpId>123456789</extTpId>
      <taxTypeCd>PI</taxTypeCd>
      <taxSubTypeCd>01</taxSubTypeCd>
      <busIndvInd>P</busIndvInd>
      <intTpId>123456789 </intTpId>
      <intTpSeqNmbr>00</intTpSeqNmbr>
      <liabPrdBegDt>2019-01-01</liabPrdBegDt>
      <liabPrdEndDt>2019-12-31</liabPrdEndDt>
      <taxYear>2019</taxYear>
      <processYear>2020</processYear>
    </filingKeys>
    <ACHPayment>
      <dcmtLctrNmbr>PG2000000001</dcmtLctrNmbr>
      <pstmrkDt>2020-12-01</pstmrkDt>
      <dcmtRcvdDt>2020-12-01</dcmtRcvdDt>
      <elcAuthEfctvDt>2020-12-02</elcAuthEfctvDt>
      <achRqstDt>2020-12-02</achRqstDt>
      <balDueAmt>300.00</balDueAmt>
      <pymtAmt>300.00</pymtAmt>
      <nysPymtAmt>100.00</nysPymtAmt>
      <nycPymtAmt>75.00</nycPymtAmt>
      <yнкPymtAmt>75.00</yнкPymtAmt>
      <mtaAmt>50.00</mtaAmt>
      <pymtType>02</pymtType>
      <abaNmbr>123456789</abaNmbr>
      <bankAcctNmbr>987654321</bankAcctNmbr>
      <acctTypeCd>1</acctTypeCd>
      <bnkAcctAchInd>1</bnkAcctAchInd>
      <pymtHostInd>D</pymtHostInd>
      <fileMethodCd>W</fileMethodCd>
      <pymtMethodCd>01</pymtMethodCd>
      <filCd>RPPE</filCd>
      <confirmNmbr>PPMT2012010000001</confirmNmbr>
      <filPerEndDate>2019-12-31</filPerEndDate>
      <taxPrgmCd>PI</taxPrgmCd>
      <pymtStatusCd>SE</pymtStatusCd>
      <iatInd>2</iatInd>
    </ACHPayment>
  </ProcessBO>
  <fileTrailer>
    <totRecNmbr>1</totRecNmbr>
    <totRemitAmt>300.00</totRemitAmt>
    <totNysRemitAmt>100.00</totNysRemitAmt>
    <totNycRemitAmt>75.00</totNycRemitAmt>
    <totYнкRemitAmt>75.00</totYнкRemitAmt>
    <totMtaRemitAmt>50.00</totMtaRemitAmt>
  </fileTrailer>
</ns0:TransmissionBO>
```

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**Exhibit J – Sample Acknowledgement File Layout**

```
<?xml version="1.0" encoding="utf-8"?>  
<TransmissionBO>  
  <sourceCd>A4</sourceCd>  
  <fileNameDesc>PITACHPYMT</fileNameDesc>  
  <fileHeader>  
    <fileTypeCode>A4</fileTypeCode>  
    <fileNameDesc>PITACHPYMT</fileNameDesc>  
    <createTs>2020-12-01-14.48.31.570589</createTs>  
  </fileHeader>  
  <fileTrailer>  
    <totRecNmbr>1</totRecNmbr>  
    <totRemitAmt>300.00</totRemitAmt>  
    <totNysRemitAmt>100.00</totNysRemitAmt>  
    <totNycRemitAmt>75.00</totNycRemitAmt>  
    <totYnkRemitAmt>75.00</totYnkRemitAmt>  
    <totMtaRemitAmt>50.00</totMtaRemitAmt>  
  </fileTrailer>  
</TransmissionBO>
```

## Exhibit K – Sample Response File Layout

```
<?xml version="1.0" encoding="utf-8"?>
<TransmissionBO>
  <fileHeader>
    <fileTypeCode>A4</fileTypeCode>
    <fileNameDesc>PITACHPYMT</fileNameDesc>
    <createTs>2020-12-01-19.40.53.598681</createTs>
  </fileHeader>
  <ProcessBO>
    <filingKeys>
      <sourceCd>A4</sourceCd>
      <mainFormId>00173</mainFormId>
      <extTpId>123456789</extTpId>
      <taxTypeCd>PI</taxTypeCd>
      <taxSubTypeCd>01</taxSubTypeCd>
      <busIndvInd>P</busIndvInd>
      <intTpId>123456789 </intTpId>
      <intTpSeqNmbr>00</intTpSeqNmbr>
      <liabPrdBegDt>2019-01-01</liabPrdBegDt>
      <liabPrdEndDt>2019-12-31</liabPrdEndDt>
      <taxYear>2019</taxYear>
      <processYear>2020</processYear>
    </filingKeys>
    <ACHPayment>
      <dcmtLctrNmbr>PG2000000001</dcmtLctrNmbr>
      <pstmrkDt>2020-12-01</pstmrkDt>
      <dcmtRcvdDt>2020-12-01</dcmtRcvdDt>
      <elcAuthEfctvDt>2020-12-02</elcAuthEfctvDt>
      <achRqstDt>2020-12-02</achRqstDt>
      <bankDt>2020-12-02</bankDt>
      <balDueAmt>300.00</balDueAmt>
      <pymtAmt>300.00</pymtAmt>
      <nysPymtAmt>100.00</nysPymtAmt>
      <nycPymtAmt>75.00</nycPymtAmt>
      <yнкPymtAmt>75.00</yнкPymtAmt>
      <mtaAmt>50.00</mtaAmt>
      <pymtType>02</pymtType>
      <acctTypeCd>1</acctTypeCd>
      <bnkAcctAchInd>1</bnkAcctAchInd>
      <pymtHostInd>D</pymtHostInd>
      <fileMethodCd>W</fileMethodCd>
      <pymtMethodCd>01</pymtMethodCd>
      <filCd>RPPE</filCd>
      <confrmNmbr>PPMT2012010000001</confrmNmbr>
      <filPerEndDate>2019-12-31</filPerEndDate>
      <taxPrgmCd>PI</taxPrgmCd>
      <pymtStatusCd>PR</pymtStatusCd>
      <iatInd>2</iatInd>
    </ACHPayment>
  </ProcessBO>
  <fileTrailer>
    <totRecNmbr>1</totRecNmbr>
    <totRemitAmt>300.00</totRemitAmt>
    <totNysRemitAmt>100.00</totNysRemitAmt>
    <totNycRemitAmt>75.00</totNycRemitAmt>
    <totYнкRemitAmt>75.00</totYнкRemitAmt>
    <totMtaRemitAmt>50.00</totMtaRemitAmt>
  </fileTrailer>
</TransmissionBO>
```

New York State Department of Taxation and Finance  
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**Exhibit L – Sample Bank Adjustment File Layout**

```
<?xml version="1.0" encoding="utf-8"?>
<TransmissionBO>
  <fileHeader>
    <fileTypeCode>A5</fileTypeCode>
    <fileNameDesc>PITACHADJ</fileNameDesc>
    <createTs>2020-12-04-05.30.58.306172</createTs>
  </fileHeader>
  <ACHPaymentAdj>
    <sourceCd> A5</sourceCd>
    <extTpId>123456789</extTpId>
    <intTpId>123456789</intTpId>
    <intTpSeqNmbr>00</intTpSeqNmbr>
    <busIndvInd>P</busIndvInd>
    <taxTypeCd>PI</taxTypeCd>
    <dcmtLctrNmbr>PG2000000001</dcmtLctrNmbr>
    <pymtTrxnTypeCd>02</pymtTrxnTypeCd>
    <pymtAmt>300.00</pymtAmt>
    <filPerEndDate>2019-12-31</filPerEndDate>
    <bankDt>2020-12-03</bankDt>
    <origBankDt>2020-12-02</origBankDt>
    <rejectRsnCd>R02</rejectRsnCd>
    <confrmNmbr>PPMT1610191263971</confrmNmbr>
    <taxPrgmCd>PI</taxPrgmCd>
    <pymtStatusCd>RE</pymtStatusCd>
    <filCd>RPPE</filCd>
  </ACHPaymentAdj>
  <fileTrailer>
    <totRecNmbr>1</totRecNmbr>
    <totAdjAmt>300.00</totAdjAmt>
  </fileTrailer>
</TransmissionBO>
```

### Exhibit M - Sample Taxpayer Identification File Layout

This represents the taxpayer identification file fields that DTF will be sending to the Contractor. The file will contain approximately three million business taxpayer records.

```
      OUT1-DETAIL-REC
10 FILLER          PIC X.
10 OUT1-EXT-ID     PIC X(11).
10 OUT1-UNS-CHECK-DGT PIC X.
10 OUT1-IBM-CHECK-DGT PIC X.
10 OUT1-INT-ID     PIC X(14).
10 OUT1-ER-NUM     PIC X(07).
10 OUT1-ER-CHECK-DGT PIC X.
10 OUT1-WT-IND     PIC X.
10 OUT1-CT-IND     PIC X.
10 OUT1-CORP-FCC   PIC X(02).
10 OUT1-CT-CHECK-DGT PIC X.
10 OUT1-LEGAL-NAME PIC X(45).
10 OUT1-WT-DBA-NAME PIC X(45).
10 OUT1-ST-IND     PIC X.
10 OUT1-PB-IND     PIC X.
10 OUT1-ST-DBA-NAME PIC X(45).
10 OUT1-WT-EFT-CODE PIC X.
10 OUT1-ST-EFT-CODE PIC X.
10 OUT1-PB-EFT-CODE PIC X.
10 OUT1-TAX-SUB-TYPE-CD PIC X(02).
10 OUT1-SUBS-IND-SW PIC X(01).
10 FILLER          PIC X(15).
10 OUT1-LIT2      PIC X.
```

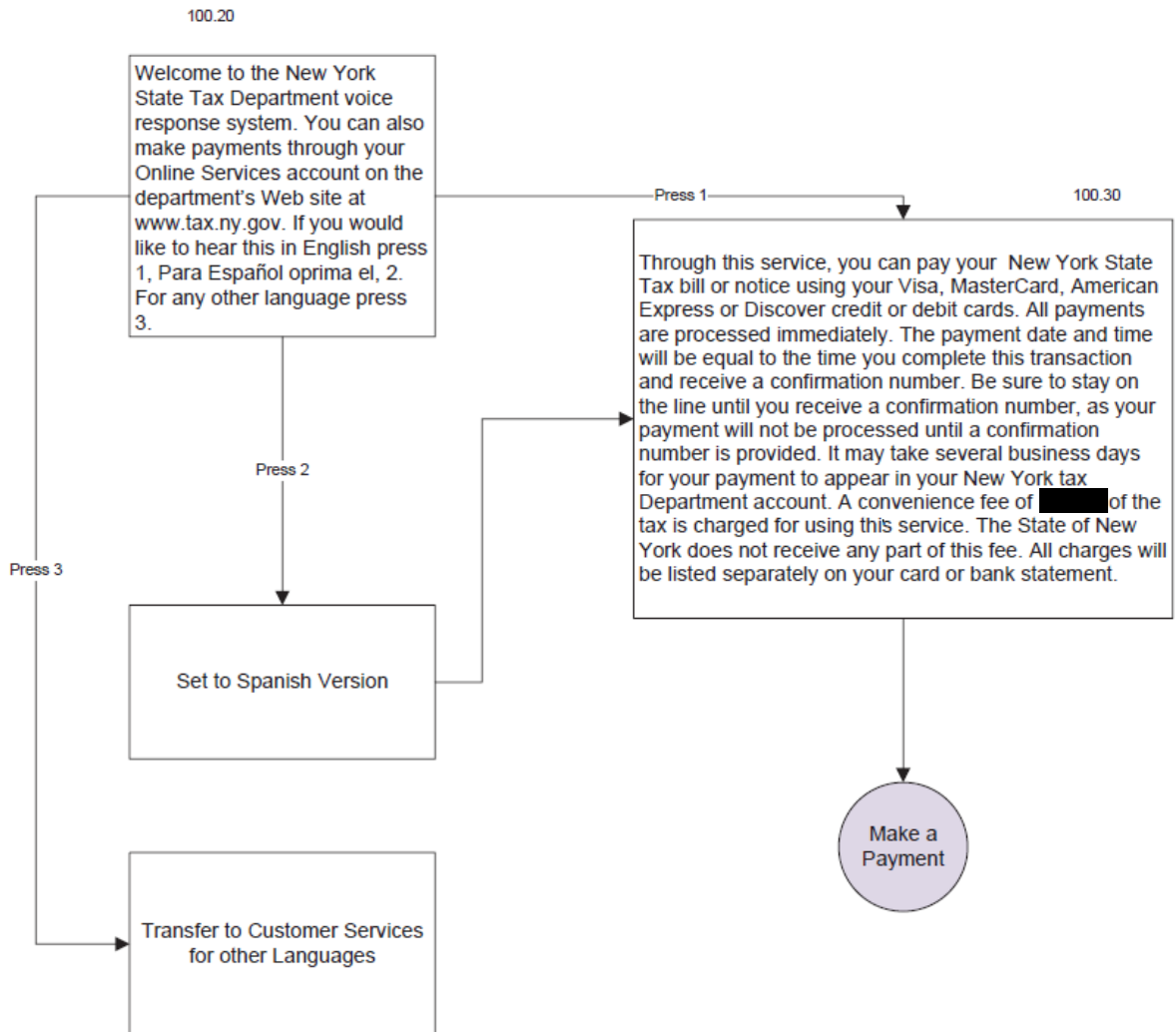
**Exhibit N - Sample Payment Card IVR**

---

**Group: 100**

**Welcome**

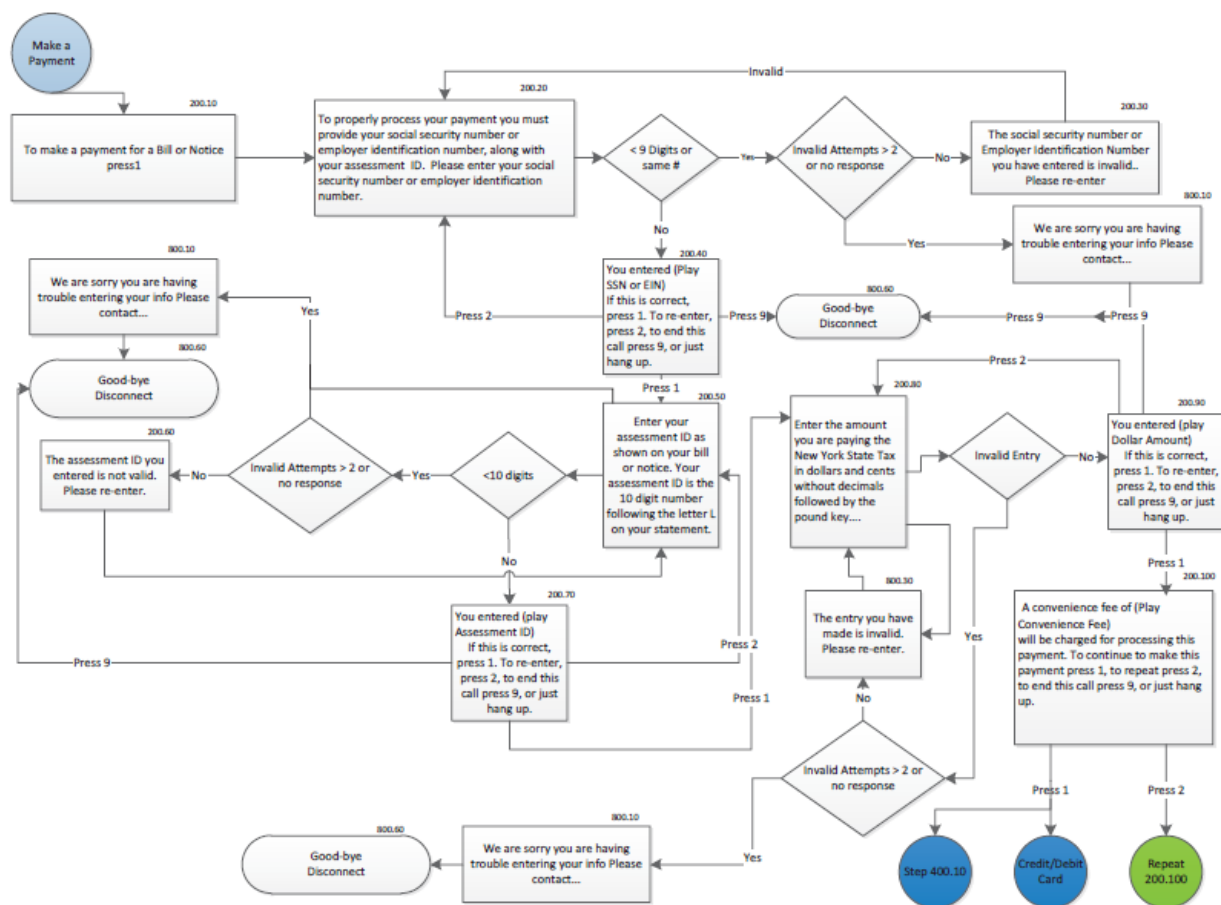
---



New York State Department of Taxation and Finance  
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Group: 200

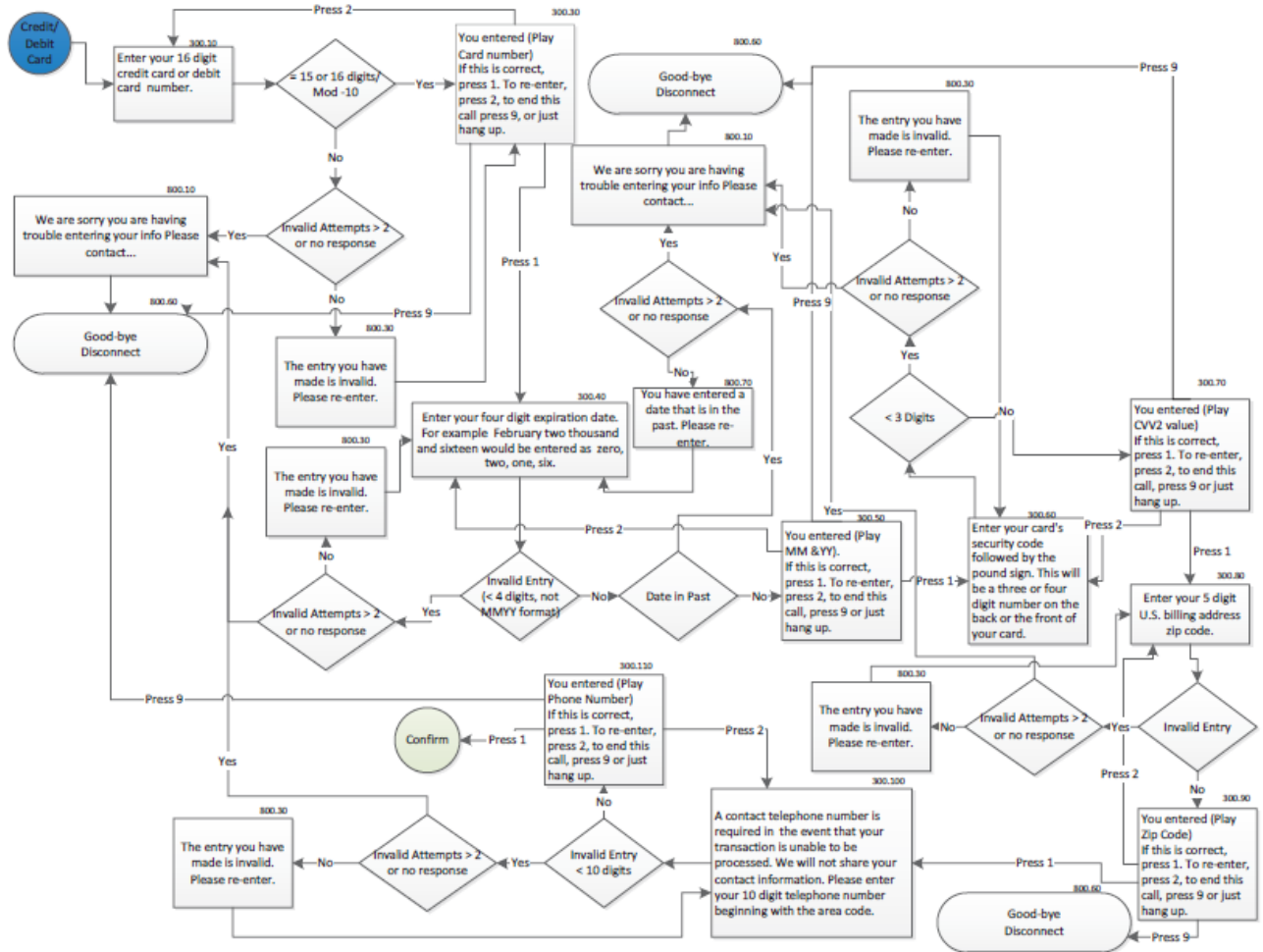
Payment Information



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Group: 300

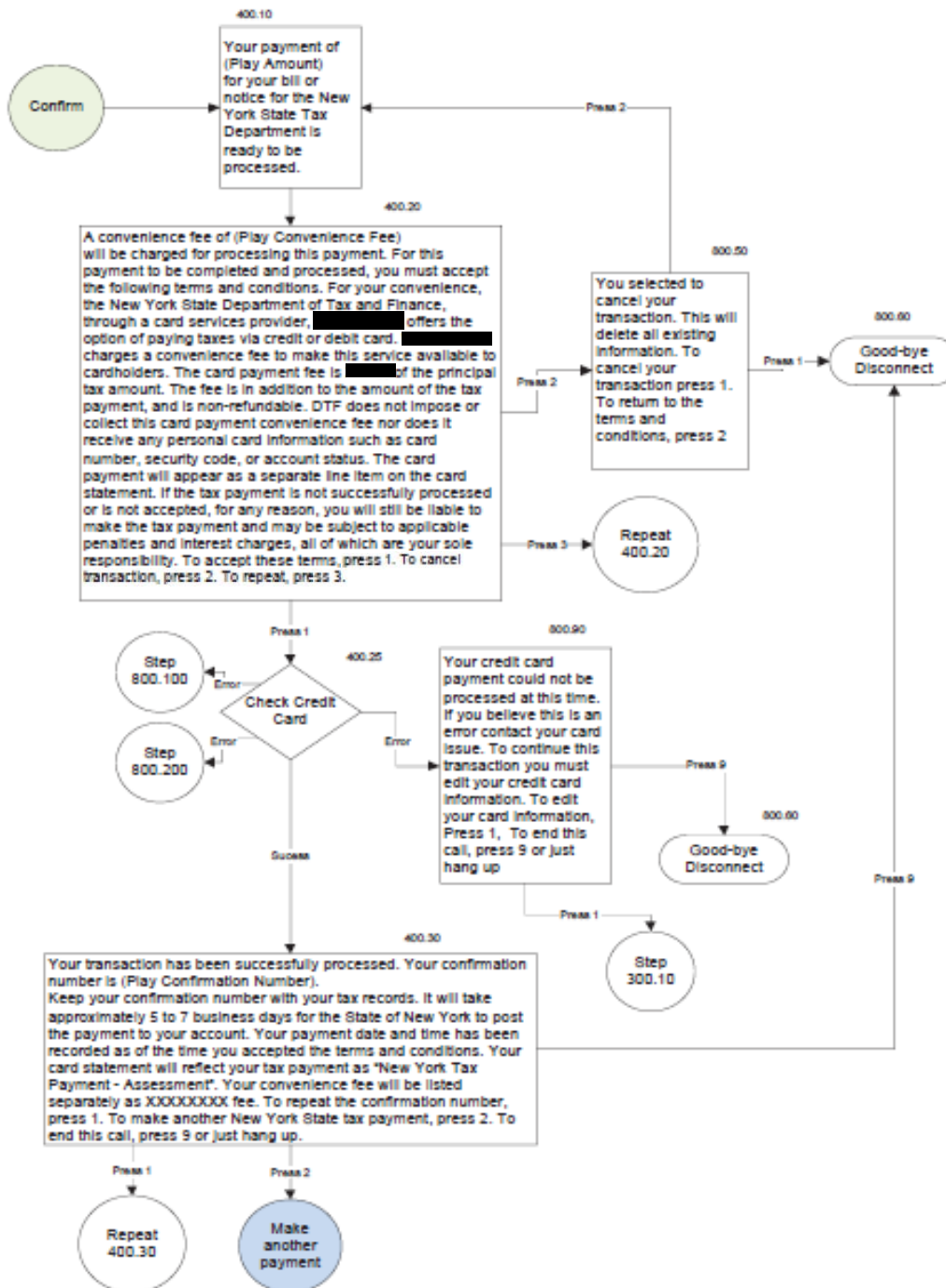
Card Number Information





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Group: 400      Payment Confirmation



Transfer to CSR if language other than English or Spanish

By default, a caller is prompted two times for any single piece of information. After the third prompt, the IVR plays the goodbye phrase and disconnects the caller.

**DTF\_Invalid Attempts > 2 - Number of attempts exceeded**

“We are sorry you are having trouble entering your information. Please visit our website at [www.tax.ny.gov](http://www.tax.ny.gov) or call us at 518 457-5434”

### Exhibit O - Data Extract from OLS and TI for Revenue Resiliency Program Authentication

Field	Length	Not Null	Description
BUS_INDV_IND	1	TRUE	Business/individual indicator (B/P)
INT_TP_ID	11	TRUE	Internal taxpayer ID
INT_TP_SEQ_NMBR	2	TRUE	Internal taxpayer sequence number
EXT_TP_ID	11	TRUE	External taxpayer ID
TP_NAME	161	TRUE	Taxpayer name - Biz name or concatenation of next 4 Personal TP fields
TP_FIRST_NAME	16		Taxpayer first name
TP_LAST_NAME	138		Taxpayer last name
TP_MDL_INIT_NAME	1		Taxpayer middle initial
TP_SUFFIX	3		Taxpayer suffix
CLIENT_FLAG	1	TRUE	Y/N indicator based on taxpayer
USER_ID	128	TRUE	OLS User ID
USER_FIRST_NAME	128	TRUE	User first name
USER_LAST_NAME	128	TRUE	User last name
REG_TYPE	1	TRUE	User registration type (I, B, F, T)
EMAIL_ADDR	256	TRUE	USER_ID email address
PHONE_NMBR	10	TRUE	USER_ID phone number
TAX_PREP_EXT_ID	11		Tax preparer external ID
TAX_PREP_NAME	138		Tax preparer full name
<b>Total length:</b>	<b>1145</b>		

**NOTES:**


Will include OPEN Online Services accounts - all account types

Accounts that have NOT been accessed within the last two years from the date of the extract will be excluded.

## Exhibit P – 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](https://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf)

AC 3237-S (Rev. 1/17)											
 <b>NEW YORK STATE OFFICE OF THE STATE COMPTROLLER                  SUBSTITUTE FORM W-9:                  REQUEST FOR TAXPAYER IDENTIFICATION NUMBER &amp; CERTIFICATION</b>											
TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.											
<b>Part I: Vendor Information</b>											
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 _____											
<b>Part II: Taxpayer Identification Number (TIN) &amp; Taxpayer Identification Type</b>											
1. Enter your TIN here: (DO NOT USE DASHES) See instructions. <table border="1" style="display: inline-table; width: 100px; height: 20px;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </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)											
<b>Part III: Address</b>											
1. Remittance Address:	2. Ordering Address:										
Number, Street, and Apartment or Suite Number	Number, Street, and Apartment or Suite Number										
City, State, and Nine Digit Zip Code or Country	City, State, and Nine Digit Zip Code or Country										
	Email Address										
<b>Part IV: Vendor Primary Contact Information – Executive Authorized to Represent the Vendor</b>											
Primary Contact Name: _____	Title: _____										
Email Address: _____	Phone Number: _____										
<b>Part V: Certification and Exemption from Backup Withholding</b>											
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.											
<b>Sign Here:</b>											
_____	_____										
Signature	Title										
_____	_____										
Print Preparer's Name	Date										
_____	_____										
Phone Number	Email Address										
<b>DO NOT SUBMIT FORM TO IRS – SUBMIT FORM TO NYS ONLY AS DIRECTED</b>											

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.<sup>1</sup> 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.

---

<sup>1</sup> 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 Q – 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  
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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 S - 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](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](https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)

		Department of Taxation and Finance <b>Contractor Certification</b> (Pursuant to Tax Law Section 5-a, as amended, effective April 26, 2006)		<b>ST-220-TD</b> (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"/>					
<b>General information</b> 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.			<b>Privacy notification</b> 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.			<b>Need help?</b> Visit our Web site at <a href="http://www.tax.ny.gov">www.tax.ny.gov</a> <ul style="list-style-type: none"> <li>• get information and manage your taxes online</li> <li>• check for new online services and features</li> </ul>		
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.			<b>Telephone assistance</b> Sales Tax Information Center: (518) 485-2889 To order forms and publications: (518) 457-5431 <b>Text Telephone (TTY) Hotline</b> (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.			<b>Persons with disabilities:</b> 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  
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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)

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**Schedule A – Listing of each entity (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold**

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to contractor	B Name	C Address	D Federal ID number	E Sales tax ID number	F Registration in progress

- Column A – Enter C in column A if the contractor; A if an affiliate of the contractor; or S if a subcontractor.
- Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.
- Column C – Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.
- Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.
- Column E – Sales tax ID number - Enter only if different from federal EIN in column D.
- Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

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**Individual, Corporation, Partnership, or LLC Acknowledgment**

STATE OF \_\_\_\_\_ }  
                                          :           SS.:  
COUNTY OF \_\_\_\_\_ }

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

*(Mark an X in the appropriate box and complete the accompanying statement.)*

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

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

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

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

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

Registration No. \_\_\_\_\_

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services



New York State Department of Taxation and Finance

**Contractor Certification to Covered Agency**

**ST-220-CA**  
(12/11)

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

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).

**New York State Department of Taxation and Finance  
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Electronic Payment Processing Services**

Page 2 of 2 **ST-220-CA (12/11)**

**Individual, Corporation, Partnership, or LLC Acknowledgment**

STATE OF \_\_\_\_\_ }  
 : SS.:  
 COUNTY OF \_\_\_\_\_ }

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

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

- (If an individual): \_he executed the foregoing instrument in his/her name and on his/her own behalf.
- (If a corporation): \_he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- (If a partnership): \_he is a \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- (If a limited liability company): \_he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
 Notary Public  
 Registration No. \_\_\_\_\_

**Privacy notification**

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

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

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

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

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

**Need help?**

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

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

 **Telephone assistance**

**Sales Tax** information Center: (518) 485-2889  
 To order forms and publications: (518) 457-5431

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

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

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## Exhibit T – Preliminary Base Contract

**THIS AGREEMENT** is 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 20-100 (the “RFP”) on April 22, 2021, seeking proposals to provide Electronic Payment Processing Services to DTF including, but not limited to: bank deposits, electronic payments processing, account reconciliations, taxpayer customer services (including help desk and Interactive Voice Response (IVR) Support), customer service support to DTF staff, and provision and transmission of data, reports and files to the Department; and

**WHEREAS**, the Contractor submitted a timely Proposal to provide the Services set forth in RFP and the Department has determined that the Contractor is responsible; and

**WHEREAS**, pursuant to Section 6, Proposal Evaluation, of the RFP, the Contractor was determined to have provided the best value proposal and has been found 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 Subsequent Service Provider, 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 C400731, which includes all documents identified in Article II (Entirety of Agreement) herein.

**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.

**Business Day** – See RFP 20-100, Exhibit A – Glossary.

**Certification** – See RFP 20-100, Exhibit A – Glossary.

**Changes** – See RFP 20-100, Exhibit A – Glossary.

**Change Control Procedure** – See RFP 20-100, Exhibit A – Glossary, and Article XV (Change Control Procedures) herein.

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

**Contractor** – *[successful Bidder’s name to be inserted here]*.



**Corrective Action Plan** – An action plan that may or may not (at DTF’s discretion) be provided by DTF to Contractor, along with a Notice of Deficiency (NOD), in the event of a Deficiency in performance of the Services. See Article XVIII (Performance Deficiencies, Corrective Action, Remedies and Reimbursements) herein.

**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 (NOD) issued by the Department.

**Deficiency** – Any failure by the Contractor to meet Requirements in providing the Services pursuant to this Agreement, which may result in the issuance by DTF of a Notice of Deficiency (NOD).

**Department and/or DTF** – See RFP 20-100, Exhibit A – Glossary.

**Disaster Recovery Plan** – See RFP 20-100, Exhibit A – Glossary.

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

**Final Certification** – See RFP 20-100, Exhibit A – Glossary.

**Implementation Plan** – See RFP 20-100, Exhibit A – Glossary.

**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 DTF to properly test, install, operate, and enjoy full use of a product.

**Licensed Software** – Software transferred upon the terms and conditions set forth in the Agreement. “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) that is a part of the Agreement.

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

**Notice of Deficiency or NOD** – A written notice 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 DTF withholding of portions of payment and/or a Material Breach of the Agreement if not corrected during the Cure Period.

**Notice of Termination** – A 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 Office of the New York State Comptroller.

**PCI DSS** – See RFP 20-100, Exhibit A – Glossary. Standards can be found at:  
[https://www.pcisecuritystandards.org/document\\_library](https://www.pcisecuritystandards.org/document_library)

**Proposal** – See RFP 20-100, Exhibit A – Glossary.

**Reimbursement(s)** – A payment made by the Contractor, or withheld by the State from payment requested on Contractor’s invoices, to compensate the State or a taxpayer for a loss caused by Contractor Deficiency or error in providing the Services (see Article XVIII (Performance Deficiencies, Corrective Action, Remedies and Reimbursements)). Reimbursements neither count towards, nor are they subject to, any limitation of liability agreed to by the Parties herein.

**Requirement(s)** – See RFP 20-100, Exhibit A – Glossary.

**RFP** – See RFP 20-100, Exhibit A – Glossary.

**Services** – See RFP 20-100, Exhibit A – Glossary.

**Site(s)** – See RFP 20-100, Exhibit A – Glossary.

**Subcontractor** – See RFP 20-100, Exhibit A – Glossary.

**Subsequent Service Provider** – See RFP 20-100, Exhibit A – Glossary.

**Tax Law** – See RFP 20-100, Exhibit A – Glossary.

**Tax Secrecy** – See RFP 20-100, Exhibit A – Glossary.

**Transition Plan** – See RFP 20-100, Exhibit A – Exhibit A – Glossary.

**User Acceptance Testing or UAT** – See RFP 20-100, Exhibit A – Glossary.

## **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 20-100, “Standard Clauses for New York State Contracts,” dated October 2019;

Attachment 13 to RFP 20-100, 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 AG and OSC;

Base Contract;

Any Amendments and clarifications to RFP 20-100, including Questions and Answers issued by DTF, as follows: *[List by Title and/or Date]*;

RFP 20-100 (including all attachments, exhibits and appendices to the RFP, but excluding Appendix A and Attachment 13);

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

Contractor’s Proposal, including Contractor’s completed attachments, but excluding banking services schedules and other standard bank-related materials submitted by Contractor with its Proposal; and

Banking services schedules, as negotiated, as follows:

***[Negotiated Schedules agreed to will be listed here.]***

### **ARTICLE III. CONTRACTOR RESPONSIBILITIES**

The Contractor has by its Proposal agreed to all mandatory RFP Requirements and to provide all Services related to its hosted electronic payment solution to support the electronic payment transaction methods accepted by the Department (i.e., ACH Debit, ACH Credit, Fedwire, and Payment Card transactions) as set forth in the RFP, and to integrate its Services with the Department's online services (OLS) and legacy systems for tax administration, and all are incorporated herein by reference. In addition, the Contractor shall:

- A.** Notify DTF of instances of known or suspected breach of confidentiality, fraud, or misconduct in connection with performance of the Agreement, including, but not limited to, any instance of employee, agent, or Subcontractor discipline or termination(s) related to misconduct in the performance of the Services;
- B.** Maintain and support products and services which the Contractor provides or performs generally for other customers receiving products or services that are part of the general services provided to DTF under this Agreement. This shall be provided and performed for DTF for no additional compensation, for the duration of the Agreement;
- C.** 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;
- D.** Continue to evidence financial stability, in accordance with the Financial Stability Requirements of the RFP, throughout the term of the Agreement;
- E.** Maintain insurance as set forth in RFP 20-100 and this Agreement;
- F.** Maintain accurate records;
- G.** Accept Department oversight, and keep the Department informed of any problems encountered in providing the Services;
- H.** 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;
- I.** Ensure employee, agent, and Subcontractor compliance with all responsibilities under this Agreement, as applicable;
- J.** Work in good faith with the State to accommodate any Changes, as outlined in Article XV (Change Control Procedures);
- K.** 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;
- L.** 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;

- M.** Make good faith efforts to follow any recommendations made by the Department regarding the performance of the Agreement;
- N.** Accept sole and complete responsibility for the timely accomplishment of all Contractor activities required under this Agreement;
- O.** Cooperate with DTF 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; and
- P.** Promptly designate the appropriate contact person(s) for the Contractor and provide access to appropriate Contractor staff, as necessary, to provide DTF with information and reports concerning the Contractor's performance of Services under this Agreement.

#### **ARTICLE IV. DEPARTMENT RESPONSIBILITIES**

The Department shall:

- A.** Oversee the Services provided by the 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 the Agreement;
- C.** Promptly designate the appropriate DTF contacts following the date of commencement of this Agreement (see Article V (Agreement Term));
- 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 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**

This Agreement, and any renewal, requires the approval of the New York State Attorney General (AG) and the New York State Office of the Comptroller (OSC). The initial term of the Agreement

will commence only upon receiving the approvals of both the AG and OSC, and thereafter be effective for a period of five (5) years from the Certification of production for the final phase (“Final Certification”). The Agreement may be renewed, upon mutual agreement of the Parties in writing, for one (1) two-year extension.

In addition to the initial and renewal terms as set forth above, RFP 20-100 provides for a transition period, which may be invoked at DTF’s discretion, of up to twelve (12) months beyond the end of the initial term, or renewal period, to provide for an orderly transition of the Services to a Subsequent Service Provider. The use and length of the transition period will be at the discretion of the Department. Notification of intent to extend the term of the Agreement for twelve (12) months in order to facilitate the transition to a Subsequent Service Provider will be provided, in writing, by the Department to the Contractor four (4) months prior to expiration of the initial term or renewal period, as applicable.

## **ARTICLE VI. FEES AND PAYMENT**

All fees and payments shall be in accordance with Section 3, Financial Requirements of RFP 20-100, which is incorporated in its entirety herein by reference, and the Contractor’s financial proposal, Attachment 21, Financial Response Form of RFP 20-100. In addition, the following terms govern.

### **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 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](mailto:helpdesk@sfs.ny.gov), or by telephone at (855) 233-8363.

#### 2. Properly Submitted Invoices

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

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.

All invoices and payments therefor are subject to the State's acceptance of the Services for which billing is being made.

All invoices must be accompanied by an account analysis and any reasonable additional documentation supporting the invoice, as requested by DTF. The account analysis must be 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 transmitted within thirty (30) Business Days following the end of the Contractor's reporting period to the Department and the Office of the New York State Comptroller.

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](mailto: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, 5<sup>th</sup> Floor  
Albany, NY 12226-1900

3. Payment in the Event of Termination or Suspension (see Article XX (Termination or Suspension))

In the event of termination of the Agreement, the Contractor shall be compensated 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 compensated for non-suspended Services which are performed in a manner 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.

**ARTICLE VII. TAX SECRECY AND CONFIDENTIALITY PROVISIONS**

**A. New York State and Federal 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 tax administration 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 Department's administrative procedures enforcing these rules.

The Contractor, all Subcontractors, and their respective employees and agents of each, 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 RFP contains Requirements for the Contractor and all Subcontractors with respect to acknowledging and maintaining the secrecy of confidential tax information and training their respective employees about unauthorized access and disclosure (including specifically those set forth at RFP Section 4.2.15 – Tax Secrecy; Unauthorized Disclosure; DTF-202 Form), which are incorporated in their entirety as if fully set forth herein.

In addition, the Contractor agrees to ensure that all Contractor personnel observe the Department's work rules while working on the Department premises and that all Contractor and Subcontractor personnel entering DTF premises executes the DTF-202, Tax Information Access and Non-Disclosure Agreement (6/19).

**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"). The Contractor shall maintain all Confidential 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. The Contractor shall execute and shall cause its employees and agents having access to such Confidential Information to execute confidentiality agreements in such form as the State may reasonably request.

The Contractor acknowledges that any unauthorized use or disclosure of Confidential Information may cause irreparable damage to the State. If an unauthorized use or disclosure of Confidential Information occurs, the Contractor shall, at its expense, take such commercially reasonable steps as 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**

The RFP contains information security and breach notification Requirements at Table 2.2, Requirement 4 – Network Security, which is incorporated herein in its entirety by reference thereto.

In addition to the information security Requirements in the RFP, the Contractor expressly agrees to comply with the provisions of the State Technology Law § 208 (the "Law") and any future amendments thereto, as applied to any computerized "private information" (as defined in the Law) received, handled, processed, uploaded, or maintained by the 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), the Contractor shall promptly notify the Department upon discovery or notification of such breach. Such notice to the Department shall be provided by contacting the Department's Information Security Office by email to: [ISO.Mail@tax.ny.gov](mailto:ISO.Mail@tax.ny.gov) and phone call to the DTF Information Security Office at 518-898-0749. The 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 the Contractor's investigation, the Contractor shall promptly notify DTF of the results.

If the Department determines that notifications are required to be sent out pursuant to the Law, the 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 the Contractor. It is expressly agreed that the 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. The 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 own information security breach notification obligations under General Business Law § 899-aa.

**E. Additional Remedies Related to a Security Breach**

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

The 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(s).

At the State's option, where a security breach involves "private information" (as defined in State Technology Law § 208), the Contractor shall, at no additional cost to the State:

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; and
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.

**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 ("State data"). The Contractor shall not copy or use such State data except to carry out contracted work under the terms herein and shall not transfer nor display such State data to any party not involved in the performance of this Agreement. The Contractor does not have the right to retain State 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 State data maintained by the Contractor. The Contractor must, in accordance with applicable law and the instructions of the State, exercise due care for the protection of State data, and maintain appropriate data integrity safeguards against the deletion or alteration of the State data.

As required by the RFP, Contractor will destroy or return all State data and records thereof 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 State data: (i) transmit the State 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 State 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 notarized certification of such destruction executed, under penalty of perjury, by an Officer of the Contractor.

#### **ARTICLE VIII. IMPLEMENTATION**

As required by the RFP, the Contractor shall provide the State with an Implementation Plan setting forth the Contractor's proposed systems development plan, testing plan(s), test criteria, and timeframes proposed for review and UAT by the State.

The 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 acceptable performance and delivery of the Services. The Contractor may make recommendations to DTF regarding compliance testing and performance measures, length of UAT, and the means of testing the Services, but the State will have final responsibility for determining such criteria and final say concerning when to issue a Certification for production of a phase.

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, unless otherwise agreed to by the State for good cause shown. 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 the Contractor, after the end of the test period for each phase, either a Certification or a Notice of Deficiency ("NOD"), as applicable, within the timeframe as provided in the Implementation Plan. Upon receipt of a NOD, the 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 a Certification for production or determines that the Contractor is incapable of achieving such Certification, which incapacity will be considered a Material Breach.

#### **ARTICLE IX. PERFORMANCE MONITORING**

The Contractor has agreed to comply with all Requirements for providing and performing the Services as set forth in RFP 20-100, and the same are incorporated herein in their entirety by reference. Performance monitoring, reviews, and/or audits will be conducted by the State to determine the compliance with the Requirements. The Agreement sets forth a notice process and several remedies that may be imposed for non-compliance. See Article XVIII (Performance Deficiencies, Corrective Action, Remedies and Reimbursements).

Requirements and performance criteria set forth in the RFP are based upon statutory requirements and Department rules, regulations, policies and procedures. Future mandated Changes that alter processing systems may require that Requirements and performance criteria be adjusted accordingly and/or result in the creation of new Requirements. All Changes, including those mandated by legislative enactments, shall be proposed, evaluated, and implemented in accordance with the Change Control Procedure set forth at RFP 20-100, Appendix C.

**A. Evaluating Performance**

Performance monitoring and audits shall be conducted by the Department or its agent or other governmental agencies to evaluate Contractor 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, as required.
4. Security measures are implemented and maintained, as required.
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. Performance Monitoring and Audit Frequency**

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

**C. Cooperation**

The Contractor and any Subcontractor must cooperate fully with DTF, or its designee(s), for all performance reviews and audits. Cooperation includes, but is not limited to, providing DTF access to Site employees, provision of all necessary documents in a timely manner as determined by DTF, and provision of adequate working space and support for the conduct of such audits at no cost to the Department.

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

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

Failure to cooperate with performance monitoring or audits may result in the issuance of a Notice of Deficiency, and may constitute a Material Breach of the Agreement.

**ARTICLE X. [INTENTIONALLY OMITTED]**

**ARTICLE XI. SERVICES MANAGEMENT**

**A. Site(s)**

DTF shall have the right to disapprove any change in Site location(s) if DTF determines that such change would adversely affect provision of the Services. The Sites must be in compliance with applicable building codes, regulations and laws and kept so at the Contractor's or the Subcontractor's expense.

**B. Staff Resources**

1. Management and Key Staff

The Contractor shall provide key executives, managers, and other key personnel (Key Staff) resources to support the delivery of the Services in accordance with Requirements.

2. Removal of Management and Staff

DTF 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, the Contractor shall promptly provide an equivalent substitution.

3. Personnel Changes by Contractor

The Contractor shall notify the Department of planned personnel changes (including, but not limited to terminations and reassignments) of Key Staff responsible for the provision of the Services. Such notification must be received by the Department at least thirty (30) days prior to the effective date of the change when feasible, or else as soon as possible once the change is known.

If the Contractor makes a personnel change involving Key Staff 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 (Dispute Resolution) of this Agreement) regarding such change.

**C. Equipment**

The Contractor shall acquire and maintain all equipment needed to perform the Services in accordance with the Requirements. The 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**

There are a number of physical and data security Requirements set forth throughout the RFP which are incorporated fully herein by reference thereto. In addition, the following standards apply to the Services performed in connection with the Agreement.

**A. System Security and Data Access System**

The Contractor agrees to provide and maintain a system security and data access system to restrict and monitor access to Confidential Information and State data to persons involved in providing the Services.

**B. Physical Security**

The 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 Sites and those locations are appropriately restricted and/or monitored for the safety of Confidential Information and confidentiality State data and assets. Subject to reasonable Site security procedures, the Department may perform physical security inspections without affording the Site prior notice. The Department reserves the right to initiate a performance review or audit if warranted by the findings of the physical 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 the Contractor, at its own expense, shall reconstruct such data as soon as feasible. The 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 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 the 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.

Promptly after the termination or conclusion of the Agreement, 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 RFP requirements and/or Transition Plan.

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

RFP 20-100 requires the Contractor have in place a comprehensive Disaster Recovery/ Fail Safe Operations/ Business Continuity Plan (“Disaster Recovery Plan”) at Table 2.2, Requirement 16 – Business Continuity/Disaster Recovery/Fail-Safe Operations, which is incorporated herein in its entirety by reference.

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

**A. Failure to Implement Disaster Recovery Plans**

If the Contractor fails to timely and effectively 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**

The 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, the

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 Agreement, 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. The Contractor will provide appropriate periodic updates of the recovery process as required by the Department.

**C. Fail Safe Operations**

The Contractor must safeguard the operating environment used for providing the Services in the event of the 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. REPRESENTATIONS AND WARRANTIES**

**A. Rights and Authority**

The Contractor represents and warrants that (1) at all times it shall have all rights, authorizations, and licenses necessary for the 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**

The Contractor represents and warrants full ownership, clear title free of all liens, and/or that the Contractor has obtained all necessary rights to use any proprietary software and related documentation required by the 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 represents and 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 Free**

The Contractor represents and 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 the 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**

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

The representations and warranties specified in this Article shall be in addition to the those made by the Contractor elsewhere in this Agreement.

**ARTICLE XV. CHANGE CONTROL PROCEDURES**

- A. The Parties agree that any requisite Changes must be addressed quickly and efficiently. All Changes must be initiated by a Change Request submitted pursuant to the Change Control Procedure as set forth in RFP 20-100, Appendix C.
- B. Upon receipt of written approval of the Change Control, such Change Control will be deemed part of this Agreement, and the Parties will perform in accordance with such Change Control. Neither DTF nor the Contractor shall have any obligation to proceed with the performance of any Change Control until receipt of appropriate approval of the applicable Change Control.
- C. DTF may request that the Contractor provide Changes (through the Change Control Procedure). However, the State is under no obligation to have the Contractor develop and implement the Changes and reserves the right to develop and implement any program Changes internally or to obtain Changes from a third party. Prior written authorization of DTF is required prior to Contractor performing any Changes.

**ARTICLE XVI. [INTENTIONALLY OMITTED]**

**ARTICLE XVII. RESERVED RIGHTS**

In addition to its other rights 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 appropriate access to Contractor personnel or agents and records relating to performance of 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 Sites 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**

By submission of its Proposal, the Contractor has agreed to comply with all Requirements for providing the Services as set forth in RFP 20-100. Payments for development of the Services will be made to the Contractor as provided in the RFP at Table 3.1.1 – Cost Proposal Requirements and Response, Requirement 2 – Development Fees (i.e., a portion paid at successful completion of UAT and Certification by DTF of each phase for production (live data) implementation). Fees for ongoing provision of Services in production will be made thereafter based on properly submitted invoices and satisfactory performance of the Services by the Contractor. Performance monitoring, reviews, and/or audits will be conducted by the State to determine the Contractor’s compliance with the Requirements. The following sets out the process and terms that will govern, in the event of performance deficiencies.

### **A. Notice of Deficiency/Corrective Action/Retention of Payments**

If the State determines that the Contractor is deficient in meeting any Requirement, including but not limited to, development and implementation of the processes/Services, then the State may e-mail a Notice of Deficiency (“NOD”) to Contractor informing the Contractor of the Deficiency and requiring 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 e-mail a second NOD to the Contractor and at its option, the State may withhold up to 25% of any amount invoiced by Contractor for work performed under the Agreement until such time as the Deficiency is rectified to the State’s satisfaction and the State accepts the performance. If the Deficiency is rectified within a time period satisfactory to the State, which period may be extended at the State’s sole discretion, then the State shall pay over to the Contractor the withheld amount(s). If, however, the Deficiency is not satisfactorily cured by the Contractor, the State will retain the withheld amounts and may also pursue all other available remedies.

### **B. Reimbursements**

When the Contractor’s Deficiency results from any issue listed below, then with respect to such Deficiency, the State will not provide any Cure Periods to the Contractor, and the Contractor agrees to 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 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 the Contractor shall reimburse the State for any loss incurred by the State as a result of the Contractor's failure.
5. If the Contractor fails to timely implement system modifications by the agreed-upon dates, then the Contractor shall reimburse the State for any loss incurred by the State as a result of the Contractor's failure.
6. If the Contractor fails to support State efforts related to investigations of employees of the Contractor or the Subcontractor, then the Contractor shall reimburse the State for any loss incurred by the State as a result of the Contractor's failure.

**C. Cover and Substitute Services**

If the Contractor's failure to meet the Requirements results in the State's normal business operations being materially interrupted, then the State will be entitled to immediately seek and obtain cover, e.g., substitute Services, at the Contractor's expense until the 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 the Contractor such money as may be necessary to satisfy any claim for damages or Reimbursements the State may have against the 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, resolution will first be sought through conference between the State and the Contractor. The party initiating the process will notify the other party in writing and set forth the issues for resolution and provide all necessary documentation. Unresolved disputes will be resolved by the Commissioner of DTF, 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 the Contractor to maintain financial stability as set forth under the Agreement, such that the State cannot reasonably expect the 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. The 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 the Contractor to perform its obligations under the Agreement.
3. Failure of the Contractor to maintain the confidentiality of and/or security of Confidential Information, as required by this Agreement, including, but not limited to, taxpayer data or tax administration policies and procedures and/or failure to safeguard any other sensitive personal data that is compromised via information security breach.
4. Failure of the 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 law 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 the 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 the Contractor to cooperate fully with DTF, or its designees, during reviews or audits conducted in connection with the Services.

If it is subsequently determined for any reason that there was not a 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, the 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 thirty (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 Notice of Termination or a written notice of 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 (General Terms and Conditions), Section M (Notices).

**ARTICLE XXI. INDEMNIFICATION AND LIMITATION OF LIABILITY**

**A. Indemnification**

The 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 the 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**

The Contractor shall fully indemnify, defend, and save harmless the Department and its officers, employees, and agents, and 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 the Contractor hereunder, without limitation, 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 the 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 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 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 Agreement, 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 Agreement and to what extent it is not so obligated to defend and indemnify. The 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 the Contractor, as is appropriate, including any jurisdictional defenses the State 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. The 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 Fifteen Million Dollars (\$15,000,000); provided, however, that such dollar limitation shall not apply to direct damages resulting from the 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, their 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. 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 (10) 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 Agreement 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 Agreement, 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 Agreement.

#### 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 Agreement 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 20-100 at Section 4.2.17, 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, the Contractor shall be subject to the Procurement Lobbying requirements set forth in RFP 20-100 and shall submit updated Procurement Lobbying forms as are required by the Department.

**D. Financial Stability**

The Contractor is required by the RFP to be financially stable for the duration of the Agreement. See RFP 20-100 at Table 2.6 – Financial Stability Requirements, setting forth Requirements which are fully incorporated herein by reference. To ensure uninterrupted Services, the financial stability of the Contractor and any Subcontractor performing substantial Services hereunder shall be a material condition of this Agreement. The Department reserves the right to terminate the Agreement if the Contractor's or a Subcontractor's financial stability is determined by the Department to be at risk.

**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:

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- (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 20-100, Exhibit Q – 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 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 20-100, Attachment 20)

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 R)
  - (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**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurements 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 Agreement. 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 Agreement 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 Agreement 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 the 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, including performance by any Subcontractor. The 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**

The Contractor may arrange for a some 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 Subcontractor(s) 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 (see RFP 20-100, Attachment 17).

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 proposed Subcontractor is not qualified; or unsatisfactory contract performance or service has been previously provided by such proposed Subcontractor.

All subcontracts shall be in writing and 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, RFP 20-100, Appendix A – Standard Clauses for New York State Contracts (dated October 2019), and RFP 20-100, Electronic Payment Processing Services Requirements;
2. That the Subcontractor shall comply with the provisions of Section 5-a of the Tax Law and all Secrecy and confidentiality 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 an 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 or in such subcontract shall create any contractual relation between any Subcontractor and the Department;
6. That the 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 and Sites 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 Subcontractor 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 written notice of the initiation of any legal action or suit which relates in any way to the subcontract with the 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 one hundred thousand dollars (\$100,000), that the Subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire as required in RFP 20-100, Section 4.2.11.

## **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 Agreement pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Agreement. 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 Agreement, 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 Agreement 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 17 to RFP 20-100, 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**

Insurance Requirements are set out in RFP 20-100 at Table 2.5 – Insurance Requirements. As required by the RFP, the Contractor shall provide the Department with certificates of insurance showing such insurance coverage or statements regarding the Contractor’s self-insurance prior to the commencement of any work hereunder and as requested by DTF throughout the term of the Agreement.

For avoidance of doubt, by requiring insurance, DTF does not imply that certain coverage and limits will necessarily be adequate to protect against all risk and losses, and such coverage limits shall not be deemed to limit in any manner Contractor’s liability to the Department under this Agreement.

### **A. General Terms**

Policies shall be written by companies licensed or authorized by the New York State Department of Financial Services (NYSDFS) to issue insurance in the State of New York and that have an A.M. Best Company rating of “A-,” Class “VII” or better. If, during the term of a policy, the carrier’s A.M. Best rating falls below “A-,” Class “VII,” the insurance must be replaced, on or before the renewal date of the policy, with an insurer licensed or authorized by the NYSDFS to issue insurance in the state of New York and rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report.

Acceptance and/or approval by the State of such evidence of policies or self-insurance does not, and shall not be construed to, relieve the Contractor of any obligations, responsibilities, or liabilities in connection with performance under this Agreement. The Contractor shall not take any action, or fail to take any action, that would suspend or invalidate any of the insurance coverages during the term of this Agreement.

All policies of insurance shall comply with the following:

- 1. Policy Forms.** Except as otherwise provided herein, or agreed to in writing by the Department, policies of insurance shall be written on an occurrence basis.
- 2. Proof of Insurance/Notices.** The Contractor shall provide DTF with Certificates of Insurance (COI), in a form satisfactory to DTF (an ACORD certificate), or other acceptable proof of coverage at the request of the Department, but in all events prior to commencement of Services, and thereafter, within thirty (30) days after renewal or within three (3) business days of a request from DTF therefor.

Unless otherwise agreed to herein, the COI should: (1) reference the Agreement number; (2) name the People of the State of New York and the New York State Department of Taxation and Finance, Procurement Services, Building 9, W.A. Harriman State Office Campus, Albany, NY 12227, as a certificate holder or Additional

Insured with respect to risks and liabilities arising out of the Contractor's performance of the Services; (3) coverage policies should be written to include the requirements for notice of cancellation contained in the New York State Insurance Law; and (4) the Contractor shall provide DTF with a copy of any written notice of cancellation or non-renewal along with proof of replacement coverage that complies with the requirements set forth in this Article within ten (10) business days of the Contractor's receipt of such notice.

**Policies Not Requested** – DTF has not requested that the Contractor submit copies of their entire insurance policies. If an entire insurance policy is submitted but not requested, DTF shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by DTF does not constitute proof of compliance with the insurance requirements and does not discharge the Contractor from submitting the requested insurance documents.

- 3. Primary Coverage.** Insurance policies covering risks under this Agreement will provide that the coverage be primary and non-contributory to other insurance available to the People of the State of New York and the New York State Department of Taxation and Finance, and any entity authorized by the Agreement, law or regulation to perform Services in connection with this Agreement, and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York and the New York State Department of Taxation and Finance, and any entity authorized by this Agreement, law, or regulation to provide Services in connection with this Agreement, and their officers, agents, and employees, shall be in excess of and shall not contribute with the Contractor's insurance, regardless of any "Other Insurance" clause.
- 4. Breach for Lack of Proof of Coverage.** The term of this Agreement shall not commence if the coverage provisions and policy limits provided by the Contractor do not comply with requirements and if proof of compliance is not provided to DTF. The failure to comply with the insurance provisions at any time during the term of the Agreement may be considered a breach of the terms of the Agreement and shall allow DTF to pursue all remedies available under the Agreement or at law or in equity, except that the State shall not procure insurance and seek reimbursement from the Contractor.
- 5. Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance, as may be applicable, and require a Subcontractor to maintain the same in effect during the term of any work performed by that Subcontractor, and the Contractor will provide proof of such coverage to the Department upon request.
- 6. Waiver of Subrogation.** The Contractor shall cause to be included in each of its policies, and each policy of a Subcontractor covering risks in performance of this Agreement, a waiver of the insurer's right to recovery or subrogation against the People of the State of New York and the New York State Department of Taxation and Finance, and any entity authorized by the Agreement, law, or regulation to provide Services in connection with this Agreement, and their officers, agents, and employees. A Waiver of Subrogation Endorsement evidencing such coverage(s) should be provided to the State within three (3) days of request.

7. **Tail.** Unless otherwise agreed, if at any time during the term of the Agreement, the Contractor work under this Agreement is performed at more than one location, the policy shall contain an endorsement providing that the aggregate limit in the policy shall apply separately to each location where work is performed. The same provision will be included in any agreement related to extending self-insurance coverage protection to DTF.

**B. Insurance Coverage Specifics**

Consistent with its Proposal in response to the RFP requirements, and as agreed to by the Parties, the Contractor and any Subcontractor, as applicable, shall, at its own expense, obtain and maintain in full force and effect during the term of the Agreement, insurance coverage as set forth below:

***[To be agreed upon and inserted]***

**ARTICLE XXX. GENERAL TERMS AND CONDITIONS**

**A. Americans with Disabilities Act**

The Contractor's and the 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 RFP 20-100, Appendix A – Standard Clauses for New York State Contracts (dated October 2019), 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 RFP 20-100, Appendix A – Standard Clauses for New York State Contracts (dated October 2019). 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 thirty (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]***

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#### **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, RFP 20-100, Appendix A – Standard Clauses for NYS Contracts (dated October 2019), and the following provisions of this Agreement: Article VII (Tax Secrecy and Confidentiality Provisions), Article XXI (Indemnification and Limitation of Liability), and Section G of 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. 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.

#### **G. 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 privileged. The provisions of this Section shall survive the termination or expiration of this Agreement.

#### **H. 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.

**I. 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.

**J. 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.

**K. 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.

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

**M. Notices**

Except for notifications of Information Security Breaches to be provided to the DTF Information Security Office per the requirements of Section D of Article VII (Tax Secrecy and Confidentiality Provisions, Information Security Breach and Notification) hereof (which sets forth its own contact information and notification requirements), all notices to be provided hereunder shall be in writing and transmitted through one of the following methods:

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 in writing:

**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](mailto: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.

**N. 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.

**O. Pending Litigation**

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

**P. 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.

**Q. 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.

**R. 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.

**S. 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.

**T. 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.

**U. 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 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.

***[Remainder of Page Intentionally Left Blank]***

New York State Department of Taxation and Finance  
Request for Proposals (RFP) 20-100  
Electronic Payment Processing Services

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective upon the date of OSC approval as indicated below.

In addition to the acceptance of this Agreement, the DTF and Contractor signatures on this page also certify that originals of this signature page will be attached to all other originals of this Agreement.

**[CONTRACTOR]**

**New York State Department of  
Taxation and Finance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

STATE OF )  
)  
COUNTY OF )

On the ..... day of ..... in the year ... before me personally came ..... to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in ..... (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the (president or other officer or director or attorney in fact duly appointed) of the (name of corporation), the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

\_\_\_\_\_  
Signature and Office of Individual Taking  
Acknowledgment

\_\_\_\_\_  
**Attorney General**

\_\_\_\_\_  
**Office of the State Comptroller**