



**STATE OF NEW YORK
DEPARTMENT OF TAXATION AND FINANCE
Bureau of Fiscal Services
Building 9, Room 234
W.A. Harriman Campus
Albany, NY 12227**

Donald J. Kohn, Director
Patricia Mitchell, Assistant Director, Budget & Accounting Services
Janice Piccone, Assistant Director, Procurement Services

May 22, 2006

Dear Bidder:

The New York State Department of Taxation and Finance is issuing a Request for Proposal for Information Technology Consulting Services.

All information pertaining to the Department's bidding requirements is included in this RFP. Bidders are strongly encouraged to read the entire RFP carefully and provide complete answers and descriptions in their proposals, using the response forms provided with the RFP. Vague or incomplete responses will not be interpreted in the bidders' favor and may result in disqualification or reduced scoring.

Interested bidders must meet the minimum qualifications described in Section Three, Qualifying Requirements. While a pre-bid conference will not be held for this solicitation, questions will be entertained. All questions regarding this RFP must be submitted via (1) e-mail to bfs_contracts@tax.state.ny.us; (2) fax to (518) 435-8413; or (3) mail to the above address. All questions must be received by June 2, 2006, 2:00 PM EST. Please reference the relevant page and section of the RFP as well as the RFP number, 06-102.

For your convenience, you will also find a copy of the Program and Administrative Attachments on our website, in a Microsoft Word file, to assist with the completion of these forms.

All proposals must be received no later than June 19, 2006, 2:00 PM EST.

Sincerely,

A handwritten signature in black ink that reads "Janice Piccone". The signature is written in a cursive, flowing style.

Janice Piccone
Assistant Director

STATE OF NEW YORK

DEPARTMENT OF TAXATION AND FINANCE

Request for Proposal (RFP) 06-102

Information Technology Consulting Services

May 22, 2006

ALL INQUIRIES AND BID SUBMISSIONS:

**Ms. Janice Piccone, Assistant Director
NYS Department of Taxation and Finance
Bureau of Fiscal Services - Procurement Bureau
Building 9, Room 234
Albany, NY 12227
Telephone: (518) 457-0954
Fax: (518) 435-8413**

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Information Technology Consulting Services

Schedule of Events

<u>Date</u>	<u>Event</u>	<u>Description/Section Reference</u>
5/22/06	RFP Issued	
6/2/06	Deadline for Submission of Offerer Affirmation To Procurement Lobbying Guidelines	Submit Attachment2. Refer to page iv for instructions.
6/2/06	Deadline for Submission of Written Questions	Refer to page iii for instructions.
6/9/06	Issuance of Department Responses to Bidder Questions	Responses to questions will be issued on the Department's website. See page iii for information.
6/14/06	Deadline to file Notification of Intent to Bid	Submit Attachment 1, Notification of Intent to Bid.
6/19/06 2 p.m.	Final Date for Receipt of Bidder Proposals	All bids must be received by 2:00 p.m. EST. Only hard copy bids will be accepted in response to this bid solicitation. See Section VII for complete instructions.
8/16/06	Notification of Intent to Award Contract	Refer to Section VI.A.12

Proposal Questions and Requests for Clarifications

Prospective bidders will have the opportunity to submit written questions and requests for clarifications regarding this Request for Proposal (RFP). All questions regarding this RFP must be submitted via mail, e-mail or fax and received **by June 2, 2006, 2:00 P.M. EST**. Questions must reference the relevant page and section of the RFP and must be directed to the following individual and office:

Written Correspondence:

New York State Department of Taxation and Finance
ATTN: Ms. Janice Piccone
Procurement Bureau
W.A. Harriman State Office Building Campus
Building 9, Room 234
Albany, NY 12227
Attention RFP 06-102

E-mail: bfs_contracts@tax.state.ny.us
Fax: (518) 435-8413

Designated Contacts:

All inquiries concerning this solicitation should be addressed to the following designated contacts:

<u>Name</u>	<u>Telephone Number</u>	<u>e-Mail Address</u>
Janice Piccone	(518) 457-0954	bfs_contracts@tax.state.ny.us
Ann Dieckmann	(518) 457-0954	bfs_contracts@tax.state.ny.us
Karen Brino	(518) 457-0954	bfs_contracts@tax.state.ny.us

Contacting individuals other than the designated contacts listed above may result in the disqualification of the bidder's proposal - please refer to the procurement lobbying law and the department guidelines posted on the department's procurement website at:

<http://www.nystax.gov/procurement>.

The Department will respond, in writing, to all substantive questions by June 9, 2006. Questions should cite the particular bid section and paragraph number and the bidder should indicate the name, address, telephone number and e-Mail address of the individual submitting questions. All amendments, clarifications, bidder questions with the Department's responses and any announcements related to this bid will be posted on the Department's Procurement website at: <http://www.nystax.gov/procurement>.

All applicable amendment information must be incorporated into the bidder's proposal. Failure to include this information in your proposal may result in disqualification or a reduced technical score.

NOTIFICATION OF INTENT TO BID

If your firm is submitting a proposal in response to the RFP, a “Notification of Intent to Bid”, **Attachment 1** should be completed and submitted **by June 14, 2006**. Contact information provided on this form will be used to notify bidders of Request for Proposal changes.

AFFIRMATION AND UNDERSTANDING OF, AND COMPLIANCE WITH PROCUREMENT LOBBYING GUIDELINES

New York State Finance Law 139-j(6)(b) requires that the Department of Taxation and Finance seek written affirmation from all Offerers as to the Offerer’s understanding of and agreement to comply with the DTF procedures relating to permissible contacts during a Government Procurement. Information related to the Procurement Lobbying Law and DTF guidelines can be found on the Department’s Procurement website at: <http://www.nystax.gov/procurement>. Offerers should sign and submit **Attachment 2 no later than June 2, 2006**. This attachment may be submitted in conjunction with bidder questions.

Key Points to Keep in Mind When Responding to the RFP

1. Read the entire RFP document. Note key items such as: critical dates, qualifying and technical requirements, and proposal packaging requirements.
2. Note the address, phone numbers and e-mail address of the procurement office. This is the only office that you are allowed to communicate with regarding this RFP.
3. All amendments, clarifications, bidder questions with Department responses and any announcement related to this bid will be posted on the Department's website. It is the bidder's responsibility to check the Department's web site periodically for any updates. All applicable amendment information must be incorporated into the bidder's proposal. Failure to include this information in your proposal may result in disqualification or a reduced technical score.
4. Review and be sure to follow the Procurement Lobby Guidelines – information concerning this legislation and the Department's guidelines can be found on the Department's web site at: <http://www.nystax.gov/procurement>. Complete and sign **Attachment 2** Offerer Affirmation of Understanding of, and Compliance with, Procurement Lobbying Guidelines and submit by date listed in the Schedule of Events.
5. Take advantage of the "question and answer" period. Submit your questions to the procurement office by the due date listed in the Schedule of Events. Responses and copies of the questions will be posted on the Department's Procurement web site at: <http://www.nystax.gov/procurement>.
6. File an Intent to Bid form by the date listed in the Schedule of Events to ensure you receive all pertinent information related to the bid.
7. Complete and submit Technical **Attachments A through G** for **each service group** being bid. Be sure to check the appropriate box on each of the forms for the service group(s) being bid.
8. Only one set of Administrative Attachments (**Attachments 1 through 13**) is required in response to this bid even if bidding on more than one service group; however, if a bidder is awarded more than one contract as a result of this RFP, additional sets of Administrative Attachments will be required.
9. Provide complete answers/descriptions. Bidder proposals must completely address all qualifying and mandatory requirements. To ensure you are not unnecessarily disqualified from bid evaluation, thoroughly read all proposal requirements and provide complete responses. Use all of the forms provided to submit your responses.
10. Review the RFP document and your proposal. Make sure that all requirements are addressed and all copies are identical and complete.
11. Organize and package your proposal as required in the RFP - proposals not packaged accordingly may be deemed non-responsive.
12. Submit your proposal on time. Late proposals will not be considered for award and may be returned, unopened, to the sender.

SECTION I – PROPOSAL BACKGROUND

I PROPOSAL BACKGROUND

A Overview

The Department of Taxation and Finance (“DTF”, “the Department”) is responsible for collecting tax revenue and providing associated services in support of government services in New York State. DTF has responsibility for completing technology projects of all sizes and complexities and must maintain the current critical systems.

B Purpose

DTF is soliciting proposals from qualified Information Technology (IT) service providers, as defined in this Request for Proposal, which can provide IT resources to support the Department’s complex, multi-year technology project (eMPIRE) and supplement existing DTF staff. The eMPIRE Project is a multi-year, department-wide strategic initiative to develop a fully-integrated architecture to support tax processing for all major tax types. Development of these systems on this multi-tiered architecture requires expertise at many levels, including but not limited to development of: user interfaces developed on the JAVA platform; relational databases designed and implemented on the mainframe and mid-range platforms; high-volume batch processing components which employ re-usable COBOL and JAVA based business components that are also called from the JAVA software to minimize redundant code; high-capacity queuing capabilities supporting communications between the mainframe and mid-range platforms; integration with commercial work flow software and an associated COTS “business monitor” product to supporting electronic work inventories and a software engine that externalizes business logic by providing an English language interface to create the business rules without the need for program code changes. It is anticipated that the e-MPIRE Project will be the primary, but not only, user of this contract.

It is the intent of the DTF to establish up to two contracts for each of the following service groups:

Programming Services
Technology and Systems Integration Services
Management and Analysis Services

Bidders can bid on one, two, or all three groups of service contracts. Proposals for each group will be evaluated independently. The highest ranked bidder for each service group will be the primary contractor for that service group. The second ranked bidder for each service group will be the secondary contractor. It is expected the secondary contractor will be used as a backup only in the event the primary contractor can not provide the required resource(s); minimal use of this contractor is anticipated.

C Background

Historically, the Department expends approximately twenty million dollars annually on IT programming services as defined by this RFP, the majority required for eMPIRE. It is estimated that the following amounts were expended by service group: Programming 9 million, Technology and System Integration 8.4 million and Management and Analysis 2.6 million per year. DTF does not guarantee the amount of work to be assigned to the awardees or the dollar amount of the contracts awarded.

D Contract Term

The contract term will be for a three-year period with two one-year renewals. The contract and subsequent renewals will be executed upon the approval of the New York State Attorney General and the New York State Office of the State Comptroller.

SECTION II – SCOPE OF SERVICES

II SCOPE OF SERVICES

A System Environment, Functions and Plans

Enterprise Services Division (ESD) is responsible for the design, development, implementation and maintenance of the Department's enterprise information systems and the technology foundation on which they operate.

DTF systems are of multiple types and natures, with Unisys and IBM mainframes; NT and UNIX; client server environments; RISC boxes, middleware and business components; use of various languages, from Assembler and Cobol to Java; multiple databases to administer, IDMS, DB2; and numerous business applications increasing in complexity, which provide tax return processing and tax compliance services that support operations. See **Exhibit A, Computing Environment**, a listing that identifies the current platforms and technical environment of DTF. This list is for informational purposes and is not intended to be an all inclusive list.

B Scope of Work

Bidders must qualify and will be evaluated on their ability to provide IT resources, as described in this section, for information technology. IT Service requirements fall into three service groupings – Programming, Technology and Systems Integration, and Management and Analysis Services, each with specific categories of expertise, as described in this section and **Exhibit B**. Bidders may submit proposals for one, two or all three service groups.

IT resources are utilized for a variety of purposes, including, but not limited to:

- support of on-going projects managed by DTF staff;
- staff supplementation for system enhancements (to support legislative changes and other strategic initiatives) ad hoc requests, and routine maintenance for existing and new systems;
- replacement of existing DTF technical and managerial resources being utilized for special projects;
- expertise in specific software or hardware; and
- knowledge transfer of specific software and/or hardware skills.

Positions recruited for each service group are outlined below. A title list and description of the minimum experience required for each title can be found in **Exhibit C**.

1 Programming Services

The Programming Service Bidder is required to demonstrate experience supplying resources for the following Categories of Expertise: (1) Applications Development; (2) Internet/Intranet Application Services; and (3) Data Conversion. See additional detail provided in **Exhibit B**.

Programmer/Analyst and Project Manager Titles will be used for this service group (see **Exhibit C** for the title levels and a description of the minimum experience required for each title).

Examples of the tasks assigned to these resources include, but are not limited to:

- a. Designing, developing and maintaining new systems;
- b. Adding to or modifying existing applications, including single platform computer systems and distributed systems;
- c. Developing functional and/or design specifications, technical writing and documentation;
- d. Providing operating system and/or applications programming, recommending operating system improvements including acquisition of off-the-shelf products, or integration of custom programming products;
- e. Installing testing, auditing, fully integrating, and supporting programming or products;
- f. Developing, publishing and maintaining dynamic web pages;
- g. Mentoring state personnel in these tasks.

2 Technology (includes Infrastructure and Architecture) and Systems Integration Services

The Technology and Systems Integration Service bidder is required to demonstrate experience supplying technology specialist and systems integration resources. These resources must have experience in a particular technical or business application which exceeds programming or management and analysis services. This service group includes the following Categories of Expertise: (1) Systems Management; (2) Systems Integration Services; (3) Data Conversion; (4) Information Security; (5) Local Area Network Services (LAN/WAN); and (6) Workflow Management Services. See additional detail provided in **Exhibit B**.

Specialist and Project Manager Titles will be used for this service category (see **Exhibit C** for the title levels and a description of the minimum experience required for each title).

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Examples of the tasks assigned to these resources include, but are not limited to:

- a) Analyzing existing technological environment, including hardware, software, and live operations and transaction volumes;
- b) Designing, developing and supporting new systems, add-ons or modifications to existing architecture, including single platform computer systems and distributed systems;
- c) Data Modeling and Database design and support;
- d) Database Administration (manage physical structure, storage and security) and support;
- e) Installing, configuring, supporting, upgrading, administering, monitoring and analyzing network systems;
- f) Maintaining and/or implementing Internet, Intranet and extranet systems/servers;
- g) Providing performance and stress testing
- h) Mentoring state personnel in these tasks.

3 Management and Analysis Services

The Management and Analysis Services bidder is required to demonstrate experience in supplying project managers and business analyst resources. This service group includes the following Categories of Expertise: (1) Business Process Analysis and Business Process Re-Engineering; and (2) IT Management and Planning. See additional detail provided in **Exhibit B**.

Specialist and Project Manager Titles will be used for this service category (see **Exhibit C** for the title levels and a description of the minimum experience required for each title).

Examples of the kinds of assistance that these resources might provide include, but are not limited to:

- a) Coordinating the activities of cross functional project teams;
- b) Creating project plans and monitor project schedules;
- c) Tracking and managing project scope, risks, issues, costs, changes;
- d) Managing the execution of project plans by the project team;
- e) Securing appropriate project approvals from project sponsor and stakeholders;
- f) Coordinating multiple service or product providers;
- g) Providing cultural transitioning of DTF's workforce to the new environment that results from the project, including training of DTF's employees and other end users;
- h) Mentoring state personnel in these tasks;
- i) Performing business analysis to support application development and validation.

C Work Assignment/Contractor Payment Information

The contractor will be reimbursed monthly for all services provided. Contractor resources will be required to submit weekly time sheets, in a manner prescribed by DTF, accounting for all hours worked. Contractor will be reimbursed at the hourly rate approved for each work assignment. Such rate will be based on the range the bidder submitted for the job title.

The majority of contractor resources will be required to report within two weeks of selection; however, for critical assignments, resource resumes may be required to be made available (by fax, electronic mail or US mail) to DTF within three (3) business days. Contractor resources will be required to work from Monday to Friday except on state holidays or unless otherwise instructed or approved by DTF; overtime may be required as a part of the work assignment and will vary during the course of the assignment.

Overtime (work hours in excess of 40 per week) must be included in the Contractor's hourly rate. It is anticipated there will be substantial overtime required to meet project timelines during critical periods. Historically, overtime hours worked by consultants during fiscal years 2004-2005 and 2005-2006 were approximately seven (7) percent of total hours worked. Over this twenty-four (24) month period, five months had total overtime hours that ranged from 10 to 16% of total hours. By service group, during fiscal year 05-06, approximately nine (9) percent of the overtime was expended in Programming; seven (7) percent in Technology (Systems Integration was not a category of expertise) and three (3) percent in Management and Analysis.

The majority of assignments will be located at our Albany, New York Office. If travel is required, the Department will reimburse the Contractor for travel and living expenses for travel outside of the Albany area - additional detail relating to payment for travel outside of the assigned base is provided in Section V.B.2, Financial Requirements.

SECTION III – QUALIFYING REQUIREMENTS

III QUALIFYING REQUIREMENTS (PASS/FAIL)

Only bidders who meet the following qualifications may submit a proposal in response to this RFP. To qualify, a bidder must meet **all of the qualifying requirements, outlined in of this Section, for each service group being bid.** Bidders not meeting these qualifying requirements should not submit a proposal.

The bidder is solely responsible for providing references that are readily available to be contacted by DTF and will respond to reference questions. If DTF is unable to contact or obtain information from any qualifying reference, the bidder will be provided **one** opportunity, with a deadline, to assist in obtaining cooperation from those clients who have not responded. Bidders whose qualifying references cannot be verified will be disqualified from further consideration.

Qualifying requirements will be evaluated in Phase 1 of the evaluation process as outlined in Section VIII.

A Bidder Experience

1 Resource Placement

- a The bidder must currently be in the business of providing IT resources for **each** service group for which they are submitting a proposal and must have provided such resources for a minimum of three (3) years, within the last five (5) years. If the Bidder has merged with another business, then one of the merging businesses must have been in the business of providing IT services for at least three years within the last five (5) years for each of the service groups being bid.
- b For **each** service group being bid, the bidder must have provided, at a minimum, the following number of IT resources within the last three (3) years (do not count the same resources placed multiple times):

Service Group	Minimum # distinct resources
Programming	90
Technology and Systems Integration	40
Management & Analysis	20

2 Experience with Government Clients

For **each** service group bid, bidders must have provided resources to a minimum of three government clients within the last three (3) years.

For the purpose of this bid, a government client means an entity at the state, city, county, provincial or national/federal level. This requirement does not include local taxing jurisdictions.

The same client may be utilized for more than one service group being bid if resources were provided to that client for services in more than one service group.

Response Requirement

Complete **Attachment A**, Qualifier Response Form Part A with the information required for Qualifying Requirements III.A.1 and III.A.2.

B Bidder Attestation

1 Candidate Pre-Screening

DTF conducts interviews prior to offering proposed candidates a position to ensure resources provided by the contractor have the skills and experience required. The same commitment is required of the Contractor.

DTF will require winning bidders to provide a candidate screening process to insure candidates have the experience, education and skills required prior to submitting a candidate resume for consideration. Pre-screening requirements will minimally include:

- verification of candidates' experience
- verification of candidates' skills
- verification of candidates' education
- reference checks

The bidder must affirm they will provide pre-screening processes as indicated above.

2 Resource Placement and Retention

Bidders must also attest that:

- The bidder can respond rapidly and effectively to DTF assignment requests as described in Section II.C; and
- Resources assigned to DTF will not be unilaterally removed except for exceptional circumstances and that such circumstances will be reviewed with DTF and a mutually acceptable transition plan will be agreed to.

Response Requirement

Bidder must complete **Attachment A**, Qualifier Response Form Part B for Qualifying Requirements III.B.1 and III.B.2

Bidders who do not meet Section III, Qualifying Requirements will be disqualified from further consideration.

SECTION IV – REQUIREMENTS FOR TECHNICAL EVALUATION

IV TECHNICAL REQUIREMENTS

Certain requirements are considered critical to successful contract implementation. This section outlines specific requirements the bidder must address to receive technical evaluation points in response to this proposal. The bidder must provide all information requested and must be as specific as possible to insure DTF can score the bidder's response appropriately. Incomplete or vague responses will negatively impact the technical score.

The bidder is solely responsible for providing references who are readily available to be contacted by DTF and will respond to reference questions. If DTF is unable to contact any reference, the bidder will be provided **one** opportunity, with a deadline, to assist in obtaining cooperation from those clients who have not responded. The bidder may receive a reduced technical score if DTF is unable to verify required references.

A Experience and Resource Capacity

1 Resource Capacity

It is desirable the bidder have recent experience placing resources with categories of expertise and skills most commonly used by the Department. For each service group, DTF will evaluate and award points on the breadth of the bidder's experience in providing such resources.

Response Requirement

The bidder must provide the information requested, for each service group being bid, for all resources placed within the last three (3) years:

Attachment B-1 for Programming; and/or
Attachment B-2 for Technology and Systems Integration; and/or
Attachment B-3 for Management and Analysis.

Note: Resources for different engagements may be counted multiple times.

2 Project Experience

As indicated in Section I, the majority of resources acquired from this contract will support the e-MPIRE project. It is desirable the bidder have experience in the placement of resources, with a single client, to support an extensive project of a similar computing/development environment using similar technologies and architecture as that of the DTF e-MPIRE project. The bidder must have been providing support for the project for a minimum of twelve (12) consecutive months and the project must have been within the last three (3) years.

A project with a similar computing environment is defined as one that has the following characteristics:

- Fully integrated multi-tier architecture
- Common user interfaces developed in JAVA platform
- Relational databases shared across applications
- High volume batch processing
- On-line, “real time” processing of user transactions
- Reusable COBOL and JAVA business components
- High capacity queuing capabilities supporting communications between mainframe and mid-range platforms
- Integration with commercial and proprietary software products (e.g., correspondence engines, business rule engines, automated workflow software)
- Multi-phased (multiple releases) deadline driven project
- Interfaces with external users (“on-line” and file transfer)

Exhibit A, B and C, Attachments B1, B2 and B3 and the response attachment (Attachment C) provide additional information concerning this requirement.

Response Requirement

The bidder must provide the information requested, for each service group being bid, for all resources placed on a single project, for a minimum of twelve consecutive months (one year), within the last three (3) years:

- Attachment C-1** for Programming; and/or
- Attachment C-2** for Technology and Systems Integration; and/or
- Attachment C-3** for Management and Analysis.

B Client References

DTF will contact client references to ensure the bidder has prior experience with providing resources similar to those required by DTF.

For each service group being bid, bidders must provide references for three (3) client references who have obtained resources from the bidder. The bidder must have provided the client with a minimum of five (5) resources, for at least six (6) consecutive months, within the last five (5) years. A maximum of two (2) alternate references may also be provided in the event an original reference can not be contacted. Alternate references must be identified.

These client references can be the same used for the client reference qualifier (government) as long as they meet the above criteria.

Response Requirement

Complete **Attachment D**, Reference Response Form, for three (3) client references, as defined above, for each service group that is bid. Two (2) alternate client references may be provided.

C Contractor Candidate Screening Process

As indicated in Section III.B.1, a commitment is required from the bidder to ensure pre-screening of candidates is conducted prior to submitting a candidate for consideration.

It is desirable the bidder currently have pre-screening processes in place. DTF will evaluate and award points on processes currently used by the bidder to determine proposed candidates meet necessary skill and experience requirements.

Response Requirement

If the bidder currently has a pre-screening process, the bidder should complete **Attachment E** for additional points. The bidder must respond to each question and provide a detailed description of its process to qualify for additional points.

D Administrative/ Resource Retention Policies

DTF invests a significant amount of time providing training to contractor resources on our systems and training in specific program and project specifications. Given the time invested by DTF, retaining resources and increased workforce stability is a critical factor.

Many vendors provide administrative services, benefits, training and other incentives to encourage retention, such as relocation services, paid vacation, cash bonuses, on-site assistance, training, etc. DTF will evaluate and award points for policies currently used by the bidder to assist in resource retention.

Response Requirement

On **Attachment F**, the Administrative Services and Resource Retention Form, the bidder must respond to each question and provide a detailed description of its process to qualify for additional points.

E Resource Validation at Minimum Hourly Rate

As indicated in Section V, Financial Requirements, the low end of the range of hourly rates **must be** representative of the hourly rate for new resources with the skill sets required by the Department. To ensure the low end of the range of hourly rates is representative of the caliber of resource expected by the Department, it is desirable that the bidder provide a list of three (3) resources, successfully placed with a client in the last year, at an hourly rate within ten (10) percent of the minimum hourly rate being bid for that title. This information is requested for the two titles, in each service group being bid, most commonly used by the Department. The bidder must also provide a resume and client information for each resource listed.

Attachments B-1, B-2 and B-3 indicate the categories of experience and skills the Department most commonly uses by service group; Exhibits C indicates minimum title experience requirements and Exhibit B describes the Categories of Expertise. Exhibit D provides samples of assignments notifications the Department would use to obtain resources, by service group, at the lower end of the hourly rate range for the titles. The bidder is not limited to the categories or skills provided in these examples.

Response Requirement

The bidder must complete Attachment G, Resource Validation at Minimum Hourly Rate and provide a resume for each resource listed.

Section V – FINANCIAL REQUIREMENTS

V FINANCIAL REQUIREMENTS

A Contractor Reimbursement

The contractor will be reimbursed monthly, in arrears, upon receipt of a proper invoice in accordance with Article 11 a of the New York State Finance Law. Reimbursement will be based on an hourly rate, which must fall within the range of rates bid, by title, for the appropriate service group. Contractor resources will be required to submit weekly time sheets, in a manner prescribed by DTF, accounting for all hours worked. The Contractor's invoice must indicate the period and number of hours, by consultant and must reconcile with reported time sheets. Overtime (work hours in excess of 40 per week) will be reimbursed at the consultant's fixed hourly rate.

Hourly Rate Increases

On the Anniversary date of the contract, the hourly rates will be increased by the lower of 5%, or the CPI increase for the preceding 12 month period. Such increase will apply to range of hourly rates and for resources currently assigned to DTF.

B Financial Proposal

1 Hourly Rate

In response to this RFP, the bidder must provide a range of hourly rates, by title, for each service group being bid. The range of hourly rates must represent the lowest to the highest amount DTF would be charged for resources hired, for a specific title, within a specific service group. To the extent necessary, office space, equipment and supplies for on-site work will be provided by the State. Such expenses must not be included in the bidder's proposed hourly rates. The hourly rates must be **inclusive** of overtime and **exclusive** of travel.

A range of rates is required to allow for reimbursement for additional skills desired by DTF for specific assignments and allow for market adjustments; however, the low end of the range of hourly rates **must be** representative of the hourly rate for new resources with in categories of expertise and skill sets most commonly used by the Department.

To assist in determining an appropriate range of hourly rates for each title, Attachments B-1, B-2 and B-3 indicate the categories of experience and skills the Department most commonly uses by service group; Exhibits C indicates minimum title experience requirements and Exhibit B describes the Categories of Expertise. Exhibit D provides samples of assignment notifications the Department would use to obtain resources, by service group, at the lower end of the hourly rate range for the titles.

2 Travel

Contractors will be notified of any DTF work assignments which may require travel outside of the Albany area. Travel will be reimbursed by DTF in accordance with the NYS Comptroller policies and procedures which are in effect at the time of travel. See <http://osc.state.ny.us/agencies/travel/travel.htm> for specific detail.

Proposal Requirement

Bidders must submit a separate financial proposal rate sheet for **each** service group being bid and must provide an hourly range of rates for each title.

Complete:

Attachment H-1: Financial Response Form for Programming Services

Attachment H-2: Financial Response Form for Technology & System Integration Services

Attachment H-3: Financial Response Form for Management and Analysis Services

Both the lowest and highest hourly rates will be factored into the financial evaluation.

SECTION VI– ADMINISTRATIVE REQUIREMENTS

VI ADMINISTRATIVE REQUIREMENTS

This section outlines the administrative conditions concerning the Request for Proposal, the bidder's response and conditions related to any awarded contract.

A Administrative Proposal Conditions

With the submission of a response to this Request for Proposal, the bidder agrees to the proposal conditions outlined in this section.

1. Issuing Agency

This RFP is issued by the New York State Department of Taxation and Finance, which is responsible for all criteria stated herein and for evaluation of all proposals submitted.

2. Solicitation

This RFP is a solicitation to bid, not an offer of a contract.

3. Liability

The State of New York is not liable for any costs incurred by a bidder in the preparation and production of any proposal, or for any work performed prior to the execution of a formal contract.

4. Proposal Ownership

All proposals and accompanying documentation become the property of the State of New York and will not be returned. The Department reserves the right to use any portions of the bidder's proposal not specifically noted as proprietary.

5. Proposal Security

Each bidder's proposal will be held in strict confidence by the Department staff and will not be disclosed except to the Office of the Attorney General and the Office of the State Comptroller as may be necessary to obtain the approvals of those agencies for the final contract and except as required by law.

Public inspection of the bids is regulated by the Freedom of Information Law (Article 6 of the New York State Public Officers Law). The bids are presumptively available for public inspection. If this would be unacceptable to bidders, they should apply to the Department for trade secret protection for their bid.

Requests for exemption of the entire contents of a bid/proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any

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request for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm. The bidder should point out those sections of the proposal that are trade secrets and explain the reasons therefore.

The bidder may wish to review with its legal counsel Restatement of Torts, Section 757, comment b., and the cases under the Federal Freedom of Information Act, 5 USC Section 552, as well as the Freedom of Information Act. The Department will review applications and grant trade secret protection, if appropriate.

The public officers' code of ethics (section 74 of the Public Officers Law) sets the standard that no officer or employee of a State agency shall disclose confidential information that he acquires during the course of his official duties. These standards control the confidentiality of a bidder's proposal unless the Department grants a petition for records access in accordance with the Freedom of Information Law.

Bidders should be advised that the confidentiality of their proposals is founded upon statute, as described above. A nondisclosure agreement, whether prescribed by the Department or the bidder, would not alter the rights and responsibilities of either party under the Freedom of Information Law. Bidders should not propose a nondisclosure agreement for Department employees, for that would be legally ineffective to alter any legal responsibility under the Freedom of Information Law or the code of ethics.

The provisions of the Freedom of Information Law will also govern the confidentiality of any and all products or services supplied by the successful bidder.

6. Ethics Compliance

All bidders/contractors and their employees must comply with the requirements of § 73 and 74 of the Public Officers Law, (See **Exhibit 1: Public Officers Law § 73 & § 74**) and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State. In signing the bid, bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

7. Timely Submission

The bidders are solely responsible for timely delivery of their proposal to the location set forth by the stated bid due date/time and are solely responsible for delays in receipt, including but not limited to those due to third-party carriers.

8. Proposal Effective Period

The bidder's proposal must be firm and binding for a period of at least 180 days following the bid proposal due date.

9. Bidder Proposal Clarification

The Department reserves the right to require a bidder to provide clarification and validation of its proposal, to the satisfaction of the Department, through any means the Department deems necessary. Failure of a bidder to cooperate with the Department's effort to clarify a proposal may result in the proposal being labeled as non-responsive and be given no further consideration.

Additionally, the Department reserves the right to use information submitted by the bidder in response to the Department's request for clarifying information in the course of evaluation and selection under this RFP.

10. Bid Evaluation and Selection

See **Section VIII: Proposal Evaluation**, regarding bid selection and evaluation methodology. To the extent permitted by law, bidder proposals shall not be disclosed, except for purposes of evaluation and approval, prior to approval of the resulting contract by the Office of the Comptroller. Submitted proposals may be reviewed and evaluated by any personnel or agents of the Department, other than one associated with a competing bidder.

11. Contract Negotiations and Authorized Negotiators

During contract negotiations, the Department requires to have direct access to bidder personnel who have full authority to make commitments on behalf of the bidder. Bidders must include, as part of their proposal, any restrictions under which their primary negotiators will operate.

12. Bidder Notification of Intent to Award

The Commissioner of Taxation and Finance, or his designee, will select the successful contractor(s) based on recommendations submitted by evaluation teams. The successful bidder(s) will be advised of selection by the Department through the issuance of a "Notification of Intent to Award Letter". Bidders whose bids have been rejected by the Department in response to this RFP shall be notified of such rejection.

13. Proposal Review and Contract Approval

Any contracts resulting from this RFP will not be effective until approved by the Office of the Attorney General and the Office of the State Comptroller.

14. Disclosure of Contract Awards

Public Announcements or news releases pertaining to contracts shall not be made prior to contract award. Requests concerning the evaluation of a bid submitted will be considered under the Freedom of Information Law (FOIL) only after contract

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negotiations are complete and the contract is released by the State Attorney General's Office and the Office of the State Comptroller.

15. Debriefing Sessions

Unsuccessful bidders will be notified in writing and may request the opportunity for a debriefing session. Such sessions will be limited to discussions of evaluation results as they apply to the bidder receiving the debriefing.

16. Bid Protest Policy

The Department's procedures for handling protests of bid awards are set forth in **Exhibit 2: NYS DTF Bid Protest Policy**.

17. Reserved Rights

The Department of Taxation and Finance reserves the right to exercise the following:

- a Change any of the scheduled dates stated herein.
- b Amend RFP specifications after their release to correct errors or oversights, or to supply additional information as it becomes available and so notify all bidders.
- c Withdraw the RFP, at its sole discretion.
- d Disqualify a bidder from receiving an award if such bidder has previously failed to perform satisfactorily in connection with public bidding or contracts(s) or is deemed otherwise not responsible.
- e Eliminate a mandatory requirement when all bidders cannot meet such requirement.
- f Evaluate, accept and/or reject any and all proposals, in whole or in part, and to waive technicalities, irregularities, and omissions if, in the Department's considered judgment, the best interests of the Department will be served. In the event compliant bids are not received, the Department reserves the right to consider late or non-conforming bids as offers.
- g Require the bidder to demonstrate, to the satisfaction of the Department, any information presented as a part of their proposal.
- h Use information obtained through the Department's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the Department's request for clarifying information in the course of evaluation and selection under this RFP.
- i Determine a tie breaking mechanism for award of the contract to serve the best interests of the Department.

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- j Negotiate with the successful bidder(s) within the scope of the RFP to serve the best interests of the State.
- k Conduct contract negotiations with the next ranked responsible bidder should the Department be unsuccessful in negotiating an agreement with the selected bidder(s).
- l If the Department must terminate a contract for non-performance or is unable to maintain the support required, the Department reserves the right, with the approval of the Office of the State Comptroller, to award a contract to the next highest ranked bidder of the original bid submissions within the first 12 months of the award.

B Administrative Contract Conditions

1 Payments

All payments will be made in accordance with Section 11-a of the New York State Finance Law.

2 Public Announcements

Public announcements or news releases relating to this RFP or the resulting agreement shall not be made by any bidder or its agent without the prior approval of the Department. Such approval shall not be considered until an executed contract is in place.

3 Minority and Women-Owned Business

a. Participation Levels

The Contractor agrees to make good faith efforts to promote and assist the participation of certified minority-business enterprises (MBE) as subcontractors and suppliers on this agreement for the provision of services and materials in the amount of zero percent of the total dollar value of this agreement, and women-owned business enterprises (WBE) as subcontractors and suppliers on this agreement for provision of services and materials in the amount of zero percent of the total dollar value of this agreement.

Any percentages established in a State Contract are subject to the requirements of Article 15-A of the Executive Law and the regulations published pursuant to thereto (which from time to time may be amended); and

The parties agree as a condition of the State Contract to be bound by the provisions of Section 316 of Article 15-A of the Executive Law.

Please address your ability to obtain participation levels in response to this RFP. A directory of minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Minority and Women's Business Development Division

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30 South Pearl Street
Albany, New York 12245
Phone: (518) 292-5250 Fax: (518) 473-0665

b. Guidelines for Utilization

M/WBE participation in various types of subcontracts, supply, leasing and other activities may be considered by the Contractor.

c. Reports

The Contractor is required to complete and submit a M/WBE Schedule of Utilization listing participation of any certified M/WBEs on this contract if goals other than zero percent are established.

Any modification in M/WBE utilization should be forwarded on a revised M/WBE Schedule of Utilization. For purposes of this section, modification means those changes which reduce or increase the dollar amount to be actually performed by a M/WBE, a change in the type of work to be performed, or the addition of other M/WBEs.

4 Equal Opportunity Standard Language:

- a) Contractors and subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates or other forms of compensation.
- b) Prior to the award of a State contract, the Contractor shall submit an Equal Employment Opportunity (“EEO”) Policy Statement within the time frame established by the Department.
- c) The Contractor’s EEO Policy Statement shall contain, but not necessarily be limited to; and the Contractor, as a precondition to entering into a valid and binding State contract, shall, during the performance of the State contract, agree to the following:
 - The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action 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 on State contracts.
 - The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the State contract, all qualified applicants will be afforded

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equal employment opportunities without discrimination because of race, creed, color, national origin, sex age, disability or marital status.

- At the request of the Department, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d) Except for construction contracts, prior to an award of a State contract, the Contractor shall submit to the Department a staffing plan of the anticipated work force to be utilized on the State contract or, where required, information on the Contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the Department.
- e) After execution of a State contract, the Contractor shall submit to the Department a work force utilization report (to be updated quarterly during the life of the contract), of the work force actually utilized on the State contract, broken down by specified ethnic background, gender, and Federal Occupational Categories or alternatively submit, where the work force on the contract can not be separated out from the Contractor's work force, semi-annual information on the total workforce.
- f) If the Contractor does not submit an EEO Policy Statement and a Staffing Plan of anticipated workforce prior to award, the bid will be rejected unless reasonable justification for such failure is provided in writing or a commitment is made to provide said documents by a date specified by the Department.

5 Omnibus Procurement Act of 1992

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl Street
Albany, New York 12245
Phone: (518) 292-5250 Fax: (518) 486-6416

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

- a. The contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b. The contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c. The contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to the State upon request;
- d. The contractor acknowledges notice that New York State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

C Administrative Proposal Requirements

Bidders must provide the following administrative information in response to this RFP. The bidder is not required to submit a set of the Administrative Attachments for each service group being bid; however, if the bidder is awarded more than one contract as a result of this RFP, the bidder will be required to submit a complete, original set of the Administrative Attachments for each contract awarded.

1 Cover Letter:

A transmittal letter must be signed by an official authorized to bind the bidder to its provisions.

Response Requirement

The transmittal letter submitted must include:

- the complete name and address of the bidder;
- the name, address, phone number and e-mail address of the bidder's Contract Administrator;
- an affirmation that the proposal is binding for a period of at least 180 days following the bid proposal submission; and
- any restrictions under which the bidder's primary negotiators will operate during contract negotiations.

2 Vendor Responsibility Questionnaire

Article XI §163(4)(d) of the State Finance Law states that “service contracts shall be awarded on the basis of best value to a responsive and responsible offerer.”

Upon identification of the bidder(s) with the highest score, the bidder(s) Responsibility Questionnaire will be analyzed to ensure that the bidder(s) is responsible.

In the event that a bidder is found to be not responsible, the bidder may be disqualified.

Response Requirement

Each bidder must complete and submit the **Responsibility Questionnaire, Attachment 4**.

3 Financial Stability

The Department will not enter into a contract with any bidder who cannot demonstrate itself to be a financially stable entity capable of initiating and performing its obligations throughout the duration of the contract. The Department will conduct an evaluation of the bidder’s financial stability which will include, but not be limited to, a review of the bidder’s equity position, liquidity, profitability trends and future prospect for financial growth. The financial stability evaluation will also include a review of the Company’s key officers and management team, its organizational structure and the financial and operating relationship between business units and divisions.

Response Requirement

As Attachment 5, bidders must submit the proof of financial stability required for their particular organizational structure as set forth in the requirements listed in paragraphs one through four below. Audited/reviewed financial statements, required where indicated below, must have been prepared by a CPA in accordance with GAAP. All required information must be provided for any predecessor company within the last three years and any other subsidiary, affiliate, and/or related company requested by the Department. Any additional information requested must be submitted.

1. **If the bidder is a subsidiary of a parent company that is publicly held**, the bidder must comply with the preceding requirements by either (a) submitting **separate**, audited/reviewed, annual financial statements for the parent and subsidiary for the last three years OR (b) by submitting audited/reviewed, annual financial statements for the parent for the last three years, unaudited/internal annual financial statements for the subsidiary for the last three years and the spreadsheet(s) used for consolidation.

Additionally, the most recent interim financial statements (audited, reviewed, or unaudited/internal) are required for both the parent and subsidiary.

2. **If the bidder is a subsidiary of a parent company that is privately held**, the bidder must either (a) comply with the requirement outlined in paragraph one OR (b) submit

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separate annual, unaudited/internal company financial statements for both the parent and subsidiary for the last three years, a separate Dun and Bradstreet Comprehensive Report (dated within 21 days of bid submittal) for both the parent and bidder, and a statement explaining why annual, audited/reviewed statements are not available.

Additionally, the most recent interim financial statements (audited, reviewed, or unaudited/internal) are required for both the parent and subsidiary.

3. **If the bidder is a publicly held company and is not a subsidiary of a parent company**, it must provide audited or reviewed annual financial statements for the last three years. Plus, the most recent interim financial statements (audited, reviewed, or unaudited/internal) are required.
4. **If the bidder is a privately held company and is not a subsidiary of a parent company**, it must either (a) fulfill the requirements set forth in paragraph three above or (b) provide annual, unaudited/internal company financial statements for the last three years, a Dun and Bradstreet Comprehensive Report (dated within 21 days of bid submittal) and a statement explaining why annual audited/reviewed statements are not available.

Plus, the most recent interim financial statements (audited, reviewed, or unaudited/internal) are required.

Bidders must also provide:

- its primary bank reference including the name and phone number of the relationship manager.
- documentation attesting to any significant line(s) of credit that are available to the bidder. This documentation must include information identifying the source of such lines and detailing the maximum credit amount(s) available to the bidder, outstanding balance(s), and current amount(s) available.

The bidder must indicate whether or not it guarantees the debt of any other entity.

Additionally, if the bidder is a subsidiary of a parent company, the bidder must explain in detail the inter-company financial relationship between the parent company and the bidder. The bidder must indicate if the parent company guarantees the debt of the bidder, or if the bidder guarantees the debt of the parent company.

- organizational charts including a listing and detailed description of:
 - a. The bidder's primary business units and divisions;
 - b. Key executives;
 - c. Any and all subsidiaries; and
 - d. Any and all minority interests, joint ventures or other type of business affiliations.

- brief biographies on its key officers and management.

4 MacBride Fair Employment Principles Form

Required as part of the proposal submission in accordance with Chapter 807 of the Laws of 1992 and in accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either have business operations in Northern Ireland and, if yes, shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to non-discrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such Principles.

Response Requirement

Each bidder must complete and submit the Non-Discrimination in Employment in Northern Ireland: **MacBride Fair Employment Principles Form, Attachment 6.**

5 Designation of Prime Contact

This designation will last for the entire evaluation process and contract negotiations, and the bidder must certify that this individual is authorized to respond on behalf of the bidder. Any change in this designation must be submitted in writing to the Department and include a revised form.

Response Requirement

Each bidder must complete and submit the **Designation of Prime Contact** form, **Attachment 7.**

6 Non-Collusive Bidding Practices Certification

A bid shall not be considered for award nor shall any award be made where the conditions of the Non-Collusive Bidding Certification have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where the above conditions have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determine that such disclosure was not made for the purpose of restricting competition (Section 139-d of the State Finance Law).

Response Requirement

The bidder is responsible for reading, signing and submitting **Attachment 8**, the **Non-Collusive Bidding Certification**.

7 Executive Order 127 Documents

To enhance public confidence in the State's procurement process, Governor Pataki issued in 2003 Executive Order Number 127, *Providing for Additional State Procurement Disclosure*, increasing the disclosure requirements regarding persons and organizations contacting State government about procurement and real estate transactions, and making that information available to the public.

The bidder must submit the required EO 127 forms

Additional information concerning EO 127 can be found at:
<http://www.ogs.state.ny.us/aboutogs/regulations/defaultprocurement.html>

Response Requirement

The bidder is responsible for the completion and submission of the following forms in accordance with **Executive Order 127 (EO 127)**, **Attachment 9**:

- Contractor Disclosure of Contacts Form
- Contractor Disclosure of Prior Non-Responsibility Determinations
- Contractor Certification of Compliance with Executive Order 127

8 Procurement Lobbying Act

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between DTF and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by DTF and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Information related to the Procurement Lobbying Law and DTF guidelines can be found on the Department’s Procurement website at: <http://www.nystax.gov/procurement>.

a Offerer Disclosure of Prior Non-Responsibility Determinations

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Response Requirement

The bidder is responsible for the completion and submission of **Attachment 10**

b Offerer’s Certification of Compliance with State Finance Law 139-k(5)

New York State Finance Law 139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law 139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Government Entity with respect to State Finance Law 139-k is complete, true and accurate.

Response Requirement

The bidder is responsible for the completion and submission of **Attachment 10**.

9 Secrecy Provision Agreement (DTF-202)

Bidders are required to adhere to secrecy provisions as outlined in Article VII, of the Preliminary Contract, **Appendix B**.

Response Requirement

The bidder is responsible for the completion and submission of **Attachment 11**.

10 Acknowledgement of Confidentiality of IRS Tax Return

Bidders are required to adhere to secrecy provisions as outlined in Article VII, of the Preliminary Contract, **Appendix B**.

Response Requirement

The bidder is responsible for the completion and submission of **Attachment 12**.

11 Sales and Compensating Use Tax Documentation

Pursuant to Tax Law Section 5-a, upon award, the bidder will be required to complete and sign, under penalty or perjury, the **Contractor Certification Form ST-220, Attachment 13**. Bidders must also submit a copy of the Certificate of Authority, if available, for itself, any affiliates, any subcontractors and any affiliates of subcontractors required to register to collect state sales and compensating use tax. If Certificates of Authority are unavailable, the contractor, affiliate, subcontractor or affiliate of subcontractor must represent that it is registered and that it has confirmed such status with the Department.

Response Requirement

The bidder must be willing to complete and sign **Attachment 13, Contractor Certification Form ST-220 upon notification of award**. Completion of the form at the time of bid submission is not required.

12 Proposed Extraneous Terms

Proposals must conform to the terms and conditions set forth in this RFP and the Preliminary Contract, **Appendix B**. Any objections to terms and conditions set forth in this section of the RFP (**Section VI**) and the Preliminary Contract, **Appendix B**, must be provided to the Department in the bidder's Administrative Proposal. Material deviations to the terms and conditions set forth in this RFP (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection.

Response Requirement

The bidder must attach any objections to the terms and conditions outlined in this section or the Preliminary Contract, **Appendix B**.

Only those extraneous terms that meet all the following requirements will be considered as having been submitted as part of the proposal:

- each proposed extraneous term (addition, counter-offer, deviation or modification) must be specifically enumerated in writing which is not part of a pre-printed form;
- the writing must identify the particular term to which the bidder objects or proposes to modify by inclusion of the extraneous term; and
- the bidder shall enumerate the proposed addition, counter-offer, modification or deviation from the bid proposal, and the reasons therefore.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents), whether or not deemed “material”, which are attached or referenced with submissions and which do not meet the above requirements will not be considered part of the bid or resulting contract, but rather will be deemed to have been included for informational or promotional purposes only.

Acceptance and/or processing of the bid proposal shall not constitute such written acceptance of Extraneous Term(s) or a waiver of the Department’s rights set forth above. Failure to object to any terms set forth in **Section VI** of this RFP and the **Preliminary Contract, Appendix B**: shall be deemed to constitute acceptance thereof by the bidder.

13 Request for Exemption from Disclosure

As outlined in Section VI.A.5, public inspection of bid proposals is regulated by the Freedom of Information Law (Article 6 of the New York State Public Officers Law). The bids are presumptively available for public inspection. If this would be unacceptable to bidders, they should apply to the Department for trade secret protection of their bid.

In applying for trade secret protection, it would be unacceptable to indiscriminately categorize the entire proposal as such.

Response Requirement

To obtain trade secret protections, the bidder must submit with its response a letter specifically identifying the page number, line or other appropriate designation of the information that is a trade secret and explain in detail why such information is a trade secret and would be exempt from disclosure.

SECTION VII – PROPOSAL SUBMISSION

VII BIDDER'S PROPOSAL SUBMISSION

The bidder must provide a response that clearly and precisely provides all of the information required by the Department on which to base the evaluation. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and to completeness and clarity of the content.

Proposals that do not comply with these instructions, or do not meet the full intent of all of the requirements of this RFP may be subject to scoring reductions during the evaluation process or may be deemed as non-responsive.

For your convenience, we have provided **Attachment 3**, Bidders Checklist, to assist you in meeting proposal requirements.

A Organization of Proposal

To facilitate the evaluation process, the bidder must organize its proposal into two distinct volumes as follows:

- Volume 1 Qualifying, Technical and Administrative Requirement Response Forms
- Volume 2 Financial Rate Proposal Response Form

1 Volume One Format

Volume One should contain a table of contents with page numbers and each section should be tabbed as follows:

Tab 1 Qualifying Requirements
Attachment A - Qualifier Response Form

Tab 2 Technical Requirements
Attachment B-1 - Programming Services Experience Response Form
Attachment B-2 - Technology and System Integration Services Experience Response Form
Attachment B-3 - Management and Analysis Services Experience Response Form
Attachment C-1 - Programming Project Experience Response Form
Attachment C-2 - Technology and System Integration Project Experience Response Form
Attachment C-3 - Management and Analysis Project Experience Response Form
Attachment D - Reference Response Form
Attachment E - Candidate Screening Process Response Form
Attachment F - Administrative Services and Resource Retention Response Form
Attachment G-1 - Resource Validation at Minimum Hourly Rate–Programming Services

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- Attachment G-2 - Resource Validation at Minimum Hourly Rate–Technology and System Integration Services
- Attachment G-3 - Resource Validation at Minimum Hourly Rate – Management and Analysis Services

Tab 3 Administrative Requirements

- Cover Letter
- Attachment 3 - Bidders Checklist
- Attachment 4 - Vendor Responsibility Questionnaire
- Attachment 5 - Financial Stability
- Attachment 6 - MacBride Fair Employment Principles Form
- Attachment 7 - Designation of Prime Contact
- Attachment 8 - Non-Collusive Bidding Certification
- Attachment 9 - Executive Order 127
Contractor Disclosure of Contacts Form
Contractor Disclosure of Prior Non-Responsibility Determinations
Contractor Certification of Compliance with Executive Order 127
- Attachment 10 - Procurement Lobbying Act
Offerer Disclosure of Prior Non-Responsibility Determinations
Offerer Certification of Compliance with State Finance Law 139-k(5)
- Attachment 11 - (DTF-202) Agreement to Adhere to Secrecy Provisions
- Attachment 12 - Acknowledgment of Confidentiality of Internal Revenue Service Tax Return Information
- Attachment 13 - Sales and Compensating Use Tax Documentation (not required until notification of award.)
Contractor Certification Form ST-220
Certificate of Authority or Representations of Registration
- Proposed Extraneous Terms
- Request for Exemption from Disclosure

2 Volume Two – Financial Rate Proposal

This volume must contain the Financial Rate Proposal.

- Attachment H-1 - Programming Services Financial Response Form
- Attachment H-2 - Technology and System Integration Services Financial Response Form
- Attachment H-3 - Management and Analysis Services Financial Response Form

B Submission of Proposals

The bidder must submit (1) original and (5) copies of Volume 1 and Volume 2. All volumes must be bound separately and clearly identified. To facilitate with requests for information under the Freedom of Information Law, an electronic copy on CD, DVD or disc should also be submitted.

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Proposals must be received no later than the due date and time listed in the Schedule of Events. The Qualifying/Technical/Administrative and the Financial Volumes must be bound separately and clearly identified as such. All bids are to be packaged, sealed and submitted to the following:

**New York State Department of Taxation and Finance
ATTN: Ms. Janice Piccone
Procurement Bureau
W.A, Harriman State Office Building Campus
Building 9, Room 234
Albany, NY 12227**

All proposals must have a label on the outside of the package or shipping container outlining the following information:

BID ENCLOSED
Information Technology Consulting Services RFP 06-102
Bid Submission date and time
Label: "Financial" or "Qualifying/Technical/Administrative" (as applicable)
Telephone: (518) 457-0954

PLEASE NOTE: Mail deliveries requiring a signature of receipt should be addressed to the Department's campus address, but the delivery service should be instructed to deliver the bid documents to the following address:

**90 Cohoes Avenue
Green Island, New York 12183**

In the event that a package is not labeled properly as described in this section, the Department reserves the right to inspect the contents of the package(s) to determine the contents. The bidder shall have no claim against the Department arising from such inspection and such inspection shall not affect the validity of the procurement. Notwithstanding, the Department's right to inspect the contents of the package(s), the bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with the foregoing requirements.

Faxed or electronically transmitted proposals will not be accepted. Proposals received by the State after the proposal due date and time will be rejected.

SECTION VIII – PROPOSAL EVALUATION

VIII DEPARTMENT EVALUATION PHILOSOPHY

Pursuant to Article XI of the New York State Finance Law, the basis for this contract Award is **best value**. A best value optimizes quality, cost and efficiency among responsive and responsible bidders and is consistent with the best interests of the State of New York.

The Department evaluates proposals for goods and services in an objective, comprehensive manner designed to benefit both the State and participating bidders. Throughout this process the Department identifies contractors who will best meet our needs and will be cost effective. The Department further intends that all proposals will be evaluated uniformly and consistently, ensuring bidders an equal opportunity to be considered.

A Proposal Clarification

The Department reserves the right to require a bidder to provide clarification and validation of its proposal through any means the Department deems necessary. Failure of a bidder to cooperate with the Department's effort to clarify or validate proposal information may result in the proposal being labeled as non-responsive and given no further consideration.

B References

The bidder is solely responsible for providing references who are readily available to be contacted by DTF and will respond to reference questions. If DTF is unable to contact any reference, the bidder will be provided **one** opportunity, with a deadline, to assist in obtaining cooperation from those clients who have not responded. Bidders whose government references cannot be verified will be disqualified from further consideration and technical points will be reduced if DTF is unable to contact or obtain non-qualifying references.

C Evaluation Process

There will be three phases to the evaluation process. Proposals which pass the Proposal Screening Phase 1 will be further evaluated in Phase 2. At the conclusion of Phase 2, Technical/Financial Evaluation, all proposals will be ranked by the score achieved. The five (5) highest ranked proposals for each service group will be further evaluated in Phase 3. The Technical Evaluations will proceed concurrently and separately from the Financial Evaluations.

Proposals for each service group (Programming, Technology and Systems Integration, and Management and Analysis Services) will be evaluated independently throughout all phases of the evaluation process. The bidder's proposal(s) will be evaluated as follows:

1 Phase I – Proposal Screening Phase

a Completeness Review (Pass/Fail)

After the bid opening, each proposal will be screened for completeness and conformance with requirements for bid submission as specified in Section VII of this RFP. Proposals that do not meet the requirements as set forth in this RFP may be denied further consideration. Proposals passing the completeness review will proceed to the Qualifying Evaluation.

b Qualifying Evaluation (Pass/Fail)

Proposals will be reviewed to determine the bidder meets the qualifying criteria as identified in Section III of this RFP:

Bidders not meeting the above requirements will be disqualified from further consideration. Those bidders that pass the minimum qualifications will go on to the Phase II evaluation.

2 Phase II Evaluation

Bidders who pass Phase I evaluation will be further evaluated, as follows:

a Technical Evaluation – Part I (50 %)

i Resource Capacity

Bidder information provided on Technical Requirement **Attachments B-1, B-2** and/or **B-3** will be evaluated and awarded points based on the breadth of experience the bidder has in providing resources in the categories of expertise and the skill sets required by DTF.

ii Project Experience

Bidder information provided on Technical Requirement **Attachments C-1, C-2** and/or **C-3** will be evaluated and awarded points based on the bidder's project experience in the placement of resources, with a single client, to support an extensive project of a similar computing/development environment using similar technologies and architecture as that of the DTF e-MPIRE project.

iii Contractor Candidate Screening Process

Bidder information provided on **Attachment E** will be evaluated for additional points.

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iv Administrative /Resource Retention Policies

Bidder information provided on **Attachment F** will be evaluated for additional points.

v Resource Validation at Minimum Hourly Rate

Bidder information provided on Attachment G-1, G-2 and/or G-3 will be evaluated to ensure the low end of the range of hourly rates is representative of the caliber of resource expected by the Department.

b Financial Evaluation 30%

The Financial Evaluation will be evaluated independently by the Financial Evaluation Team and separately from the Technical Evaluation. The Financial Evaluation will be based on the bidder's financial response provided on **Attachment H-1, H-2** and/or **H-3**. The titles per service group (Programming, Technology & System Integration, and Management & Analysis) have been grouped in order of preference.

Proposals will be ranked based on the highest combined scores received in the Experience and Financial evaluation for each group. DTF will establish a short list of bidders that will proceed to the final phase of evaluation. The five (5) proposals that receive the highest score for each Service Group (Programming, Technology and Systems Integration, and Management and Analysis) will proceed to the Phase III evaluation. All bidders receiving a score equal to the lowest ranked short list bid for each service group will proceed to the Phase III evaluation.

3 Phase III Evaluation

Phase III evaluation will consist of:

- Vendor Responsibility Review (Pass/Fail)
- Financial Stability Review (Pass/Fail)
- Verification of government client references (Pass/Fail)
- Technical Evaluation – Part 2 (20 %) - Evaluation of Bidder References

Should more than two (2) bidders fail the Vendor Responsibility, Financial Stability, or Government Client Reference evaluation, the Department reserves the right to evaluate the next highest rank bidder and will repeat this process until three (3) qualifying bidders successfully pass Phase III evaluation.

DTF reserves the right to award only one contract if only one bid passes Phase III evaluation.

Reference Technical Evaluation

Client reference checks will be conducted to verify the ability of the bidder to consistently provide quality resources. This part of the technical evaluation will be based on client information obtained from bidder references supplied on **Attachment D**.

Phase III scores will be added to the Phase II Financial and Experience scores for the final evaluation score. The proposals will be ranked based on the highest combined scores for each service group.

4 Final Ranking/Contract Award

Contracts will be awarded to bidders whose proposal(s) obtain the highest aggregate scores.

The Department will award up to two (2) contracts for each of the following service groups: Programming, Technology and Systems Integration , and Management and Analysis.

The highest ranked bidder, for each service group, will be the primary contractor for that service group. The second contract awarded for each service group will be used as a backup only in the event the primary contractor can not provide the required resource(s). In the event that bidders receive the same final score for a service group, the Department will use the following scores, in the order listed, to determine final ranking:

- The bidder's Financial score.
- The bidder's Reference score.
- The bidder's Experience score.
- The bidder's prior experience with the Department.
- Determination by the Commissioner.

SECTION IX– POST AWARD PROCESS

IX POST AWARD SELECTION PROCESS (Contract Assignment Notification)

This section describes the general process the Department will utilize after contract award.. Specific requirements concerning the provision of services to the Department can be found in Appendix B Preliminary Contract.

1. DTF will send an “Assignment Notification” form to the primary contractor. The “Assignment Notification” will identify:
 - the title requested,
 - the number of resources requested,
 - the location (home base for travel purposes) of the position,
 - the IT skills required and desired for the title(s) requested,
 - the number of resource resumes desired,
 - the duration of assignment, and
 - the anticipated start date of the services.

The form will also provide a response time for the Contractor to accept the request for services and provide resumes of available resources. Resources must be available within two to four weeks from the start date.

2. The Contractor will provide resource resumes and the hourly cost for each proposed resource. Resources must be provided by the start date indicated on the assignment notification unless otherwise approved by the Department. For critical assignments, resource resumes may be required to be made available (by fax, electronic mail or US mail) to DTF within three (3) business days.
3. If the primary Contractor is unable to provide resource resumes for any reason, or cannot find resources within the required timeframes, DTF may canvass the secondary Contract for that assignment.
4. Upon receipt of resource resumes, DTF will review and determine which resource best meets department requirements. DTF may choose to interview selected candidates or verify experience and education to ensure candidates meet expertise and skill set requirements. DTF reserves the right to reject the proposed hourly rate and negotiate such rate or move to secondary contractor.
5. DTF will notify the Contractor of approval or disapproval of the proposed resources(s).
6. Changes in resource assignments will require the consent of DTF. Once the resource(s) are being employed by DTF, the Contractor may not unilaterally remove the resource except for exceptional circumstances. Those circumstances will be reviewed with DTF and a mutually acceptable transition plan will be agreed upon. Replacement consultant(s) with comparable skills will be provided at the same or lower hourly rate. DTF reserves the right to reject recommended replacements.

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7. All procedures, documentation, and work information provided to Contractor consultants during the course of the assignment to DTF will be returned to DTF immediately upon the end of the work assignment.

8. During the last year of the Contract, DTF projects may require a work assignment to extend beyond the contract end date for completion of the specific assignment. The terms of the Contract shall survive Contract expiration and apply through the completion of the specific assignment.

Exhibit A
COMPUTING ENVIRONMENT (Page 1 of 2)

I Mainframe Hardware Environment

- IBM
- UNISYS 2200

II Software Architecture

A IBM Mainframe

- Database
 - ..DB2
 - ..IDMS/R (Computer Associates, Inc.)
 - ..Model 204
- Operating Systems
 - ..MVS/ESA
- Programming Software
 - ..COBOL II
 - ..Model 204 User Language
 - ..Application Development – APS (Intersolve Inc.)
- Telecommunications Monitor
 - ..CICS
- Interactive Terminal Facilities
 - ..TSO/ISPF
- Statistics
 - ..SAS (SAS Institute, Inc.)
- Other
 - ..Job Accounting – MICS (Legent Systems, Inc.)
 - ..CICS Monitoring Facility – Omegamon/CICS (Candle Corp.)
 - ..Production Schedule – OPC
 - ..Performance Data Base – MXG (Merrill Associates)
 - ..CICS Testing – Intertest

B UNISYS 2200/5228

- Operating System
 - ..OS/2200
- Programming Software
 - ..ASCII COBOL (Not UCS COBOL)
 - ..FORTRAN
 - ..MASM (Assembler)
- Other
 - ..Tape Library System – Star 1100

Exhibit A

COMPUTING ENVIRONMENT *(Page 2 of 2)*

C LAN Computing Environment

1) Network

- Statewide multiprotocol network;
- TCP/IP
- CISCO routers
- Ethernet

2) Servers

- Windows/NT/2000
- RS/6000 w AIX
- Notes

3) Desktops

- Windows 95, Windows 2000, Windows XP
- Windows/NT
- Microsoft Office
- Lotus Notes

4) Application Development

- Powerbuilder
- Microfocus Cobol
- Info Maker
- Visual Basic, ASP, .Net
- Java (IBM Websphere), JZEE
- HTML
- Websphere
- OOAD
- Internet

Exhibit B
Categories of Expertise *(Page 1 of 3)*

Programming

Applications Development

Applications development is defined as development and modification of applications software programs within one or more of the various Platform Specific Mainframe (MF), Mid-Range (MR), or PC environments. Must include experience and knowledge within any one or all of the following various platforms to be considered as a Mainframe, Mid-Range, or PC qualified Contractor. These platforms include but are not limited to:

MF

IBM (MVS, VM)
UNISYS (2200, A Series)

MR

AS400
UNIX
DEC
SUN
HP

PC

WINDOWS/NT
NETWARE
OS/2

Internet/Intranet Application Services

This Category of Expertise includes consulting with clients to exploit the full potential of Internet technologies -- both on the global Internet and on internal Intranets. Areas include: web site development, network service providers, Intranets, Internet infrastructure and its impact on software and hardware platforms and communications technologies, security and management issues surrounding electronic network usage, Web technologies, navigation tools, infrastructure management and application deployment.

Data Conversion

Data Conversion includes the process of changing data from one form of representation to another within various mainframe, mid-range, and PC environments.

Technology and Systems Integration

Systems Management

Systems management includes consulting services pertaining to the planning, programming, management and operation of systems, procedures and guidelines (i.e. technical manuals, user manuals, etc.) that work to maintain the on-going operational performance of programs (software) and the hardware on which the programs run within the Mainframe, Mid-Range, or PC environments with platforms that include but are not limited to:

Exhibit B
Categories of Expertise (*Page 2 of 3*)

MF	MR	PC
IBM (MVS, VM)	AS400	WINDOWS/NT
UNISYS (2200, A Series)	UNIX	NETWARE
	DEC	OS/2
	SUN	
	HP	

Systems Integration (SI) Services

System integration encompasses services that take existing or new systems and integrate them into a cohesive structure. It may involve integration of legacy systems with the current architecture technology. It may involve integration of system components or ancillary products into the computing environment.

System integration tasks may include, but are not limited to:

- a) Analyzing existing technological environment, including hardware, software, and live operations and transaction volumes;
- b) Designing and developing new systems, add-ons or modifications to existing architecture, including single platform computer systems and distributed systems;
- c) Developing functional and/or design specifications, technical writing and documentation;
- d) Providing operating system and/or applications programming, including recommendations and acquisition of off-the-shelf products or integration of custom programming products;
- e) Coordinating and supervising multiple service or product providers;
- f) Installing, testing, auditing and fully integrating a new system within DTF's environment; and
- g) Providing cultural transitioning of DTF's workforce to the new environment, including training of DTF's employees and other end users at DTF's site

Data Conversion

Data Conversion includes the process of changing data from one form of representation to another within various mainframe, mid-range, and PC environments.

Information Security

Information security services may include developing a risk assessment; providing a framework, technical guidance and services to develop security guidelines and policies; and providing an end-to-end information security solution for environments from desktop to mainframe, from point to network, and from physical site to interface between information systems. Other services include designing, planning, implementing, testing and certifying security systems, as well as providing supporting tools for construction of such systems. A consultant may perform security incident follow-ups, including identifying the vulnerabilities.

Exhibit B

Categories of Expertise (Page 3 of 3)

Local Area Network Services (LAN/WAN)

Local Area Networks (LANs) are predominantly data communications networks that are geographically limited (typically to a 1 km radius) allowing easy interconnection of PCs, minicomputers, mainframes, printers, file servers, and a host of other devices. Ethernet 10Base-T/100Base-T and token ring are examples of standard types of LANs. LAN services encompass planning, management, support, and operation of the LAN environment.

Workflow Management Services

Workflow Management applies many of the same concepts and benefits of factory automation and industrial engineering to the process of work management in an office environment. Some of these benefits are: the elimination of unnecessary tasks, the saving of worker and management time. Workflow management keeps track of the processes a document goes through and alerts users where operations are overdue. Workflow management services include analyzing current workflow processes, planning changes and improvements to these processes, implementing new, more efficient workflow processes and software systems and management and operating workflow management systems.

Management and Analysis

Business Process Analysis (BPA) and Business Process Re-Engineering (BPR)

Increasing competition and demands for better service are causing enterprises and agencies to evolve and re-engineer the way they do business and operate. Business Process Analysis (BPA) and Business Process Re-engineering (BPR) services focus on identifying target processes, maximizing efficiencies, managing change and leveraging technology investments to re-engineer the enterprise business functions. These services include a complete rethinking and redesigning of the enterprise from the business management and decision-making processes, through the supporting IT systems, to the underlying business transformation processes themselves.

IT Management & Planning

Information Technology Management Consulting and Planning encompass services that provide support to the management of the IT function. These IT areas include personal computing, networking, LAN Server based systems, midrange systems and large-scale systems. Services focus on satisfying the needs of IT managers and executives and on providing solutions allowing them to maximize the contribution their organizations can make to the enterprise. Services may involve assistance in policy formulation, re-investment decisions, external/internal resource decisions, integration of sources of IT within the enterprise and developing architectures), economics (value analysis, contribution and productivity analysis, financial tools and alternative funding and charging mechanisms, plus research into budgets and spending patterns), organization (the development of business models and management processes), planning (structuring the IT organization of an enterprise to increase alignment and to better identify business opportunities, also management implications of emerging IT technological issues, addressing of disaster recovery strategies), learning (processes for adoption of appropriate best practices, contracting and relationship management and the various means to add skills to an IT organization), and effective use of the IT functions (business unit managers' responsibilities for IT, the management of external service providers and the marketing of IT services within the enterprise).

Exhibit C

Minimum Qualifications for Job Titles *(Page 1 of 2)*

Project Managers

Project Manager (Entry Level) - Less than **2** years experience in overseeing small scaled, non-complex projects, comprised of a small number of deliverables and/or a small number of phases; typically coordinates and delegates the assignments for the consultant project staff numbering up to 5; focal point of contact for Issuing Entity regarding project status, meetings, reporting requirements, scope changes, and issues and concerns raised by consultant staff or Issuing Entity.

Project Manager I – Minimum of **2** years experience in overseeing small scaled, non-complex projects, comprised of a small number of deliverables and/or a small number of phases; typically coordinates and delegates the assignments for the consultant project staff numbering up to 10; focal point of contact for Issuing Entity regarding project status, meetings, reporting requirements, scope changes/extensions, and issues and concerns raised by consultant staff or Issuing Entity.

Project Manager II – Minimum **4** years experience in overseeing medium scaled projects comprised of sub-projects and distinct deliverables; typically coordinates and delegates the assignments for the consultant project staff numbering over 10; focal point of contact for Issuing Entity regarding project status, meetings, reporting requirements; scope changes/extensions, and financial, administrative, and technical issues and concerns raised by consultant staff or Issuing Entity.

Project Manager III – Minimum **8** years experience in overseeing medium to large scaled projects comprised of sub-projects and distinct deliverables; typically coordinates and delegates the assignments for the consultant project staff numbering over 20; focal point of contact for Issuing Entity regarding project status, meetings, reporting requirements, scope changes/extensions, and financial, administrative, and technical issues and concerns raised by consultant staff or Issuing Entity.

Programmer/Analysts

Programmer/Analyst (Entry Level) - Less than **2** years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid range, personal computers, laptops.

Programmer/Analyst I – Minimum of **2** years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid range, personal computers, laptops.

Programmer/Analyst II – Minimum of **4** years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid range, personal computers, laptop; available to assist and/or lead in the design of program specifications and the implementation of software solutions.

Programmer/Analyst III – Minimum of **8** years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid range, personal computers, laptop; available to assist and/or lead in the design of program specifications and the implementation of software solutions.

Exhibit C
Minimum Qualifications for Job Titles *(Page 2 of 2)*

Specialists

The Specialist Title should be considered a "catch-all" job title which should cover all skill sets which are not covered by the Project Managers and Programmer Analyst Mandatory Job Titles.

Specialist (Entry Level) - Less than **2** years experience in a particular technical and/or business application which is beyond the requirements addressed in the Programmer/Analyst (Entry level) Job Classification/Title as defined above.

Specialist I – Minimum of **2** years experience in a particular technical and/or business application which is beyond the requirements addressed in the Project Manager I and Programmer/Analyst I Job Classification/Title as defined above.

Specialist II – Minimum of **4** years experience in a particular technical and/or business application which is beyond the requirements addressed in the Project Manager II and Programmer/Analyst II Job Classification/Title as defined above.

Specialist III – Minimum of **8** years experience in a particular technical and/or business application which is beyond the requirements addressed in the Project Manager III and Programmer/Analyst III Job Classification/Title as defined above.

EXHIBIT D

Assignment Examples by Title (page 1 of 10)

Request for resources in the Programming Group

Issuance Date:

Category of Expertise: Application Development Mainframe

Title: Programmer Analyst III

Number of Positions: 9

Expected Duration of Project: 12 months

Target Start Date:

*Response Due Date:

Total Number of Resumes Recommended:

Vendor Name:

Candidate's qualifying experience for all Mandatory Requirements and (number) of the Associated Skill Set Specifications listed below must be clearly reflected on the Resume. All qualifying experience must be acquired prior to the response due date. Multiple engagements may be used for qualifying experience.

MANDATORY EXPERIENCE

CANDIDATES NOT MEETING ALL OF THE MANDATORY EXPERIENTIAL REQUIREMENTS BELOW WILL NOT BE CONSIDERED FOR THE POSITION(S)

1.	IBM Mainframe COBOL programming
2.	DB2 programming; experience on large database systems with more than 25 tables. Use of DB tools such as SPUFI and Infomaker.
3.	Code review and technical specifications
4.	Design and Analysis

ASSOCIATED SKILL SETS

Candidates must evidence possession of (0) of the associated skill sets below. Accordingly, candidates not meeting the supporting experiential specifications below will not be considered for the position(s).

1.	
2.	
3.	
4.	
5.	

EXHIBIT D

Assignment Examples by Title (page 2 of 10)

Request for resources in the Programming Group

Issuance Date:

Category of Expertise: Application Development Mainframe

Title: Programmer Analyst III

Number of Positions: 4

Expected Duration of Project: 12 months

Target Start Date:

*Response Due Date:

Total Number of Resumes Recommended:

Vendor Name:

Candidate's qualifying experience for all Mandatory Requirements and (number) of the Associated Skill Set Specifications listed below must be clearly reflected on the Resume. All qualifying experience must be acquired prior to the response due date. Multiple engagements may be used for qualifying experience.

MANDATORY EXPERIENCE

CANDIDATES NOT MEETING ALL OF THE MANDATORY EXPERIENTIAL REQUIREMENTS BELOW WILL NOT BE CONSIDERED FOR THE POSITION(S)

1.	Analysis and Design
2.	JAVA
3.	WSAD 1 year
4.	MCV Framework (Struts, IBM EAD4J, etc)
5.	J2EE
6.	JSP
7.	HTML
8.	UML Diagrams

ASSOCIATED SKILL SETS

Candidates must evidence possession of (0) of the associated skill sets below. Accordingly, candidates not meeting the supporting experiential specifications below will not be considered for the position(s).

1.	
2.	
3.	

EXHIBIT D

Assignment Examples by Title (page 3 of 10)

Request for resources in the Programming Group

Issuance Date:

Category of Expertise: Application Development Mainframe

Title: Programmer Analyst III

Number of Positions: 2

Expected Duration of Project: 12 months

Target Start Date:

*Response Due Date:

Number of Resumes Recommended: 6

Vendor Name:

Candidate's qualifying experience for all Mandatory Requirements and (number) of the Associated Skill Set Specifications listed below must be clearly reflected on the Resume. All qualifying experience must be acquired prior to the response due date. Multiple engagements may be used for qualifying experience.

MANDATORY EXPERIENCE

CANDIDATES NOT MEETING ALL OF THE MANDATORY EXPERIENTIAL REQUIREMENTS BELOW WILL NOT BE CONSIDERED FOR THE POSITION(S)

1.	Skilled in System Design and Analysis
2.	IBM Mainframe COBOL programming
3.	DB2 programming; experience on large database systems with more than 25 tables. Use of DB tools such as SPUFI and Infomaker.
4.	Code review and technical specifications

ASSOCIATED SKILL SETS

Candidates must evidence possession of (0) of the associated skill sets below. Accordingly, candidates not meeting the supporting experiential specifications below will not be considered for the position(s).

1.	
2.	
3.	

EXHIBIT D

Assignment Examples by Title (page 4 of 10)

Request for resources in the Technology and Systems Integration Group

Resource Requested by: eMPIRE
Issuance Date:
Category of Expertise: Systems Management
Title: Specialist II
Number of Positions: 1
Expected Duration of Project: 12 months
Target Start Date:
 *Response Due Date:
Total Number of Resumes Recommended: 3
 Vendor Name:

Candidate's qualifying experience for all Mandatory Requirements and the Associated Skill Set Specifications listed below must be clearly reflected on the Resume. All qualifying experience must be acquired prior to the response due date. Multiple engagements may be used for qualifying experience.

<u>MANDATORY EXPERIENCE</u>	
CANDIDATES NOT MEETING ALL OF THE MANDATORY EXPERIENTIAL REQUIREMENTS BELOW WILL NOT BE CONSIDERED FOR THE POSITION(S)	
1.	System design and development experience in a large, multi faceted organization
2.	Three or more years experience with end user requirement definition and validation
3.	Three or more years experience managing or leading a team comprised of technical and user staff
4.	Perform system impact analysis and related business operational impacts, identify requirements and translate into technical design specifications
5.	Excellent communication skills, both verbal and written
6.	Excellent facilitation skills

<u>ASSOCIATED SKILL SETS</u>	
Candidates must evidence possession of (0) of the associated skill sets below. Accordingly, candidates not meeting the supporting experiential specifications below will not be considered for the position(s).	
1.	
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**New York State Department of Taxation and Finance
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EXHIBIT D

Assignment Examples by Title (page 5 of 10)

Request for resources in the Technology and Systems Integration Group

Issuance Date:

Category of Expertise:

Title: Specialist II

Number of Positions: 1

Expected Duration of Project: 12 months

Target Start Date:

*Response Due Date:

Total Number of Resumes Recommended: 5

Vendor Name:

Candidate's qualifying experience for all Mandatory Requirements and (number) of the Associated Skill Set Specifications listed below must be clearly reflected on the Resume. All qualifying experience must be acquired prior to the response due date. Multiple engagements may be used for qualifying experience.

MANDATORY EXPERIENCE

CANDIDATES NOT MEETING ALL OF THE MANDATORY EXPERIENTIAL REQUIREMENTS
BELOW WILL NOT BE CONSIDERED FOR THE POSITION(S)

1.	Mainframe tools support
2.	4 yrs experience with application restart software BMC (AR-CNTL)
3.	4 yrs experience with CA – Filemaster; CA – Intertest (batch and online); CA – SmyDump (batch and online)
4.	2 yrs MQ
5.	6 yrs Cobol
6.	6 yrs DB2/SQL

ASSOCIATED SKILL SETS

Candidates must evidence possession of (0) of the associated skill sets below. Accordingly, candidates not meeting the supporting experiential specifications below will not be considered for the position(s).

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EXHIBIT D

Assignment Examples by Title (page 6 of 10)

Request for resources in the Technology and Systems Integration Group

Resource Requested by: eMPIRE
Issuance Date:
Category of Expertise: Data Conversion
Title: Specialist III
Number of Positions: 1
Expected Duration of Project: 12 months
Target Start Date:
 *Response Due Date:
Number of Resumes Recommended: 3
 Vendor Name:

Candidate's qualifying experience for all Mandatory Requirements and the Associated Skill Set Specifications listed below must be clearly reflected on the Resume. All qualifying experience must be acquired prior to the response due date. Multiple engagements may be used for qualifying experience.

MANDATORY EXPERIENCE

CANDIDATES NOT MEETING ALL OF THE MANDATORY EXPERIENTIAL REQUIREMENTS
BELOW WILL NOT BE CONSIDERED FOR THE POSITION(S)

1.	Conversion or large project experience; issue identification, analysis of existing system compared to that of the proposed system design and development of recommended solutions.
2.	Five or more years experience managing a team comprised of technical staff.
3.	Skilled business analysis at both technical and user level.
4.	Perform system impact analysis; identify requirements and the ability to translate into technical decisions.
5.	Excellent communication skills, both verbal and written.
6.	Excellent facilitation skills.

ASSOCIATED SKILL SETS

Candidates must evidence possession of (0) of the associated skill sets below. Accordingly, candidates not meeting the supporting experiential specifications below will not be considered for the position(s).

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EXHIBIT D

Assignment Examples by Title (page 7 of 10)

Request for resources in the Technology and Systems Integration Group

Resource Requested by: eMPIRE

Issuance Date:

Category of Expertise: Systems Management

Title: Specialist III

Number of Positions: 1

Expected Duration of Project: 12 months

Target Start Date:

*Response Due Date:

Total Number of Resumes Recommended: 3

Vendor Name:

Candidate's qualifying experience for all Mandatory Requirements and the Associated Skill Set Specifications listed below must be clearly reflected on the Resume. All qualifying experience must be acquired prior to the response due date. Multiple engagements may be used for qualifying experience.

MANDATORY EXPERIENCE

CANDIDATES NOT MEETING ALL OF THE MANDATORY EXPERIENTIAL REQUIREMENTS
BELOW WILL NOT BE CONSIDERED FOR THE POSITION(S)

1.	System and/ or acceptance testing management experience
2.	Data conversion testing experience
3.	Five or more years experience managing a team comprised of technical staff
4.	Perform system impact analysis and related business operational impacts, identify requirements and translate into technical test design decisions
5.	Excellent communication skills, both verbal and written
6.	Excellent facilitation skills

ASSOCIATED SKILL SETS

Candidates must evidence possession of (0) of the associated skill sets below. Accordingly, candidates not meeting the supporting experiential specifications below will not be considered for the position(s).

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EXHIBIT D

Assignment Examples by Title (page 8 of 10)

Request for resources in the Management & Analysis Services Group

Resource Requested by: eMPIRE

Issuance Date:

Category of Expertise: Management

Title: Specialist III

Number of Positions: 1

Expected Duration of Project: 12 months

Target Start Date:

*Response Due Date:

Number of Resumes Recommended: 3

Vendor Name:

Candidate's qualifying experience for all Mandatory Requirements and the Associated Skill Set Specifications listed below must be clearly reflected on the Resume. All qualifying experience must be acquired prior to the response due date. Multiple engagements may be used for qualifying experience.

MANDATORY EXPERIENCE

CANDIDATES NOT MEETING ALL OF THE MANDATORY EXPERIENTIAL REQUIREMENTS
BELOW WILL NOT BE CONSIDERED FOR THE POSITION(S)

1.	Strong business process analysis and application design: 8 years experience in analysis and design of large scale systems utilizing a relational database (DB2).
2.	Organization management skills : 5+ years in role as project manager responsible for creating and maintaining project workplans for large scale application development projects spanning 2+ years ; experience must include task and resource allocation and tracking, and management reporting.
3.	Ability to identify business requirements: 5+ years experience in analyzing and documenting user requirements.
4.	8 years experience with all aspects of SDLC – experience must include design (including database design), development, and implementation of a large scale system utilizing relational databases (DB2, Oracle, Sybase, etc.).
5.	Good communication skills, both verbal and written.
6.	Good facilitation skills.

ASSOCIATED SKILL SETS

Candidates must evidence possession of (0) of the associated skill sets below. Accordingly, candidates not meeting the supporting experiential specifications below will not be considered for the position(s).

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EXHIBIT D

Assignment Examples by Title (page 9 of 10)

Request for resources in the Management and Analysis Services Grouping

Issuance Date:

Category of Expertise: Management

Title: Project Manager III

Number of Positions: 2

Expected Duration of Project: 12 months

Target Start Date:

*Response Due Date:

Total Number of Resumes Recommended: 3

Vendor Name:

Candidate's qualifying experience for all Mandatory Requirements and (3) of the Associated Skill Set Specifications listed below must be clearly reflected on the Resume. All qualifying experience must be acquired prior to the response due date. Multiple engagements may be used for qualifying experience.

MANDATORY EXPERIENCE

CANDIDATES NOT MEETING ALL OF THE MANDATORY EXPERIENTIAL REQUIREMENTS BELOW WILL NOT BE CONSIDERED FOR THE POSITION

1.	MASA Requirements for a Project Manager III - Minimum 8 years experience in overseeing medium to large scaled projects comprised of sub-projects and distinct deliverables; typically coordinates and delegates the assignments for the consultant project staff numbering over 20; focal point of contact for Issuing Entity regarding project status, meetings, reporting requirements, scope changes/extensions, and financial, administrative, and technical issues and concerns raised by consultant staff or Issuing Entity.
2.	Experience as a mentor for project managers.
3.	Demonstrated experience in the establishment of project portfolio management for an organization
4.	Experience in the development and delivery of formal training on project management topics

ASSOCIATED SKILL SETS

Candidates must evidence possession of (0) of the associated skill sets below. Accordingly, candidates not meeting the supporting experiential specifications below will not be considered for the position(s).

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EXHIBIT D
Assignment Examples by Title (page 10 of 10)

Request for resources in the Management and Analysis Grouping

Resource Requested by: eMPIRE

Issuance Date:

Category of Expertise: Management

Title: Project Manager III

Number of Positions: 2

Expected Duration of Project: 12 months

Target Start Date:

*Response Due Date:

Total Number of Resumes Recommended: 5

Vendor Name:

Candidate's qualifying experience for all Mandatory Requirements and (number) of the Associated Skill Set Specifications listed below must be clearly reflected on the Resume. All qualifying experience must be acquired prior to the response due date. Multiple engagements may be used for qualifying experience.

MANDATORY EXPERIENCE

CANDIDATES NOT MEETING ALL OF THE MANDATORY EXPERIENTIAL REQUIREMENTS BELOW WILL NOT BE CONSIDERED FOR THE POSITION(S)

1.	10 years experience managing large IT projects
2.	Revenue agency experience
3.	

ASSOCIATED SKILL SETS

Candidates must evidence possession of (0) of the associated skill sets below. Accordingly, candidates not meeting the supporting experiential specifications below will not be considered for the position(s).

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New York State Department of Taxation and Finance
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Exhibit 1 (Page 1 of 12)
Public Officers Law § 73 & 74

§ 73. Business or professional activities by state officers and employees and party officers

1. As used in this section:

(a) The term "compensation" shall mean any money, thing of value or financial benefit conferred in return for services rendered or to be rendered. With regard to matters undertaken by a firm, corporation or association, compensation shall mean net revenues, as defined in accordance with generally accepted accounting principles as defined by the state ethics commission or legislative ethics committee in relation to persons subject to their respective jurisdictions.

(b) The term "licensing" shall mean any state agency activity, other than before the division of corporations and state records in the department of state, respecting the grant, denial, renewal, revocation, enforcement, suspension, annulment, withdrawal, recall, cancellation or amendment of a license, permit or other form of permission conferring the right or privilege to engage in (i) a profession, trade, or occupation or (ii) any business or activity regulated by a regulatory agency as defined herein, which in the absence of such license, permit or other form of permission would be prohibited.

(c) The term "legislative employee" shall mean any officer or employee of the legislature but it shall not include members of the legislature.

(d) The term "ministerial matter" shall mean an administrative act carried out in a prescribed manner not allowing for substantial personal discretion.

(e) The term "regulatory agency" shall mean the banking department, insurance department, state liquor authority, department of agriculture and markets, department of education, department of environmental conservation, department of health, division of housing and community renewal, department of state, other than the division of corporations and state records, department of public service, the industrial board of appeals in the department of labor and the department of law, other than when the attorney general or his agents or employees are performing duties specified in section sixty-three of the executive law.

(f) The term "representative capacity" shall mean the presentation of the interests of a client or other person pursuant to an agreement, express or implied, for compensation for services.

(g) The term "state agency" shall mean any state department, or division, board, commission, or bureau of any state department, any public benefit corporation, public authority or commission at least one of whose members is appointed by the governor, or the state university of New York or the city university of New York, including all their constituent units except community colleges of the state university of New York and the independent institutions operating statutory or contract colleges on behalf of the state.

(h) The term "statewide elected official" shall mean the governor, lieutenant governor, comptroller or attorney general.

(i) The term "state officer or employee" shall mean:

(i) heads of state departments and their deputies and assistants other than members of the board of regents of the university of the state of New York who receive no compensation or are compensated on a per diem basis;

(ii) officers and employees of statewide elected officials;

(iii) officers and employees of state departments, boards, bureaus, divisions, commissions, councils or other state agencies other than officers of such boards, commissions or councils who receive no compensation or are compensated on a per diem basis; and

(iv) members or directors of public authorities, other than multi-state authorities, public benefit corporations and commissions at least one of whose members is appointed by the governor, who receive compensation other than on a per diem basis, and employees of such authorities, corporations and commissions.

New York State Department of Taxation and Finance
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Exhibit 1 (Page 2 of 12)
Public Officers Law § 73 & 74

(j) The term "city agency" shall mean a city, county, borough or other office, position, administration, department, division, bureau, board, commission, authority, corporation or other agency of government, the expenses of which are paid in whole or in part from the city treasury, and shall include the board of education, the board of higher education, school boards, city and community colleges, community boards, the New York city transit authority, the New York city housing authority and the Triborough bridge and tunnel authority, but shall not include any court or corporation or institution maintaining or operating a public library, museum, botanical garden, arboretum, tomb, memorial building, aquarium, zoological garden or similar facility.

(k) The term "political party chairman" shall mean:

(i) the chairman of the state committee of a party elected as provided in section 2-112 of the election law and his or her successor in office;

(ii) the chairman of a county committee elected as provided in section 2-112 of the election law and his or her successor in office from a county having a population of three hundred thousand or more or who receives compensation or expenses, or both, during the calendar year aggregating thirty thousand dollars or more; and

(iii) that person (usually designated by the rules of a county committee as the "county leader" or "chairman of the executive committee") by whatever title designated, who pursuant to the rules of a county committee or in actual practice, possesses or performs any or all of the following duties or roles, provided that such person was elected from a county having a population of three hundred thousand or more or was a person who received compensation or expenses, or both, from constituted committee or political committee funds, or both, during the reporting period aggregating thirty thousand dollars or more:

(A) the principal political, executive and administrative officer of the county committee;

(B) the power of general management over the affairs of the county committee;

(C) the power to exercise the powers of the chairman of the county committee as provided for in the rules of the county committee;

(D) the power to preside at all meetings of the county executive committee, if such a committee is created by the rules of the county committee or exists de facto, or any other committee or subcommittee of the county committee vested by such rules with or having de facto the power of general management over the affairs of the county committee at times when the county committee is not in actual session;

(E) the power to call a meeting of the county committee or of any committee or subcommittee vested with the rights, powers, duties or privileges of the county committee pursuant to the rules of the county committee, for the purpose of filling an office at a special election in accordance with section 6-114 of the election law, for the purpose of filling a vacancy in accordance with section 6-116 of such law; or

(F) the power to direct the treasurer of the party to expend funds of the county committee.

The terms "constituted committee" and "political committee", as used in this paragraph (k), shall have the same meanings as those contained in section 14-100 of the election law.

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Exhibit 1 (Page 3 of 12)
Public Officers Law § 73 & 74

2. In addition to the prohibitions contained in subdivision seven hereof, no statewide elected official, state officer or employee, member of the legislature or legislative employee shall receive, or enter into any agreement express or implied for, compensation for services to be rendered in relation to any case, proceeding, application, or other matter before any state agency, whereby his compensation is to be dependent or contingent upon any action by such agency with respect to any license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit; provided, however, that nothing in this subdivision shall be deemed to prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.

3. (a) No statewide elected official, member of the legislature, legislative employee, full-time salaried state officer or employee shall receive, directly or indirectly, or enter into any agreement express or implied for, any compensation, in whatever form, for the appearance or rendition of services by himself or another against the interest of the state in relation to any case, proceeding, application or other matter before, or the transaction of business by himself or another with, the court of claims.

(b) No state officer or employee who is required to file an annual statement of financial disclosure pursuant to the provisions of section seventy-three-a of this article, and is not otherwise subject to the provisions of this section, shall receive, directly or indirectly, or enter into any agreement express or implied, for any compensation, in whatever form, for the appearance or rendition of services by himself or another against the interest of the state agency by which he is employed or affiliated in relation to any case, proceeding, application or other matter before, or the transaction of business by himself or another with, the court of claims.

4. (a) No statewide elected official, state officer or employee, member of the legislature, legislative employee or political party chairman or firm or association of which such person is a member, or corporation, ten per centum or more of the stock of which is owned or controlled directly or indirectly by such person, shall (i) sell any goods or services having a value in excess of twenty-five dollars to any state agency, or (ii) contract for or provide such goods or services with or to any private entity where the power to contract, appoint or retain on behalf of such private entity is exercised, directly or indirectly, by a state agency or officer thereof, unless such goods or services are provided pursuant to an award or contract let after public notice and competitive bidding. This paragraph shall not apply to the publication of resolutions, advertisements or other legal propositions or notices in newspapers designated pursuant to law for such purpose and for which the rates are fixed pursuant to law.

(b) No political party chairman of a county wholly included in a city with a population of more than one million, or firm or association of which such person is a member, or corporation, ten per centum or more of the stock of which is owned or controlled directly or indirectly by such person, shall (i) sell any goods or services having a value in excess of twenty-five dollars to any city agency, or (ii) contract for or provide such goods or services with or to any private entity where the power to contract, appoint or retain on behalf of such private entity is exercised directly or indirectly, by a city agency or officer thereof, unless such goods or services are provided pursuant to an award or contract let after public notice and competitive bidding. This paragraph shall not apply to the publication of resolutions, advertisements or other legal propositions or notices in newspapers designated pursuant to law for such purpose and for which the rates are fixed pursuant to law.

(c) For purposes of this subdivision, the term "services" shall not include employment as an employee.

5. No statewide elected official, state officer or employee, individual whose name has been submitted by the governor to the senate for confirmation to become a state officer or employee, member of the legislature or legislative employee shall, directly or indirectly, solicit, accept or receive any gift having a value of seventy-five dollars or more whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him, or could reasonably be expected to influence him, in the performance of his official duties or was intended as a reward for any official action on his part. No person shall, directly or indirectly, offer or make any such gift to a statewide elected official, or any state officer or employee, member of the legislature or legislative employee under such circumstances.

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Exhibit 1 (Page 4 of 12)
Public Officers Law § 73 & 74

6. (a) Every legislative employee not subject to the provisions of section seventy-three-a of this chapter shall, on and after December fifteenth and before the following January fifteenth, in each year, file with the legislative ethics committee established by section eighty of the legislative law a financial disclosure statement of

(1) each financial interest, direct or indirect of himself, his spouse and his unemancipated children under the age of eighteen years in any activity which is subject to the jurisdiction of a regulatory agency or name of the entity in which the interest is had and whether such interest is over or under five thousand dollars in value.

(2) every office and directorship held by him in any corporation, firm or enterprise which is subject to the jurisdiction of a regulatory agency, including the name of such corporation, firm or enterprise.

(3) any other interest or relationship which he determines in his discretion might reasonably be expected to be particularly affected by legislative action or in the public interest should be disclosed.

(b) Copies of such statements shall be open to public inspection.

(c) Any such legislative employee who knowingly and wilfully with intent to deceive makes a false statement or gives information which he knows to be false in any written statement required to be filed pursuant to this subdivision, shall be assessed a civil penalty in an amount not to exceed ten thousand dollars. Assessment of a civil penalty shall be made by the legislative ethics committee in accordance with the provisions of subdivision twelve of section eighty of the legislative law. For a violation of this subdivision, the committee may, in lieu of a civil penalty, refer a violation to the appropriate prosecutor and upon conviction, but only after such referral, such violation shall be punishable as a class A misdemeanor.

7. (a) No statewide elected official, or state officer or employee, other than in the proper discharge of official state or local governmental duties, or member of the legislature or legislative employee, or political party chairman shall receive, directly or indirectly, or enter into any agreement express or implied for, any compensation, in whatever form, for the appearance or rendition of services by himself or another in relation to any case, proceeding, application or other matter before a state agency where such appearance or rendition of services is in connection with:

(i) the purchase, sale, rental or lease of real property, goods or services, or a contract therefor, from, to or with any such agency;

(ii) any proceeding relating to rate making;

(iii) the adoption or repeal of any rule or regulation having the force and effect of law;

(iv) the obtaining of grants of money or loans;

(v) licensing; or

(vi) any proceeding relating to a franchise provided for in the public service law.

(b) No political party chairman in a county wholly included in a city having a population of one million or more shall receive, directly or indirectly, or enter into any agreement express or implied for, any compensation, in whatever form, for the appearance or rendition of services by himself or another in relation to any case, proceeding, application or other matter before any city agency where such appearance or rendition of services is in connection with:

(i) the purchase, sale, rental or lease of real property, goods or services, or a contract therefor, from, to or with any such agency;

(ii) any proceeding relating to ratemaking;

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(iii) the adoption or repeal of any rule or regulation having the force and effect of law;

(iv) the obtaining of grants of money or loans;

(v) licensing. For purposes of this paragraph, the term "licensing" shall mean any city agency activity respecting the grant, denial, renewal, revocation, enforcement, suspension, annulment, withdrawal, recall, cancellation or amendment of a license, permit or other form of permission conferring the right or privilege to engage in (i) a profession, trade, or occupation or (ii) any business or activity regulated by a regulatory agency of a city agency which in the absence of such license, permit or other form of permission would be prohibited; and

(vi) any proceeding relating to a franchise.

(c) Nothing contained in this subdivision shall prohibit a statewide elected official, or a state officer or employee, unless otherwise prohibited, or a member of the legislature or legislative employee, or political party chairman, from appearing before a state agency in a representative capacity if such appearance in a representative capacity is in connection with a ministerial matter.

(d) Nothing contained in this subdivision shall prohibit a member of the legislature, or a legislative employee on behalf of such member, from participating in or advocating any position in any matter in an official or legislative capacity, including, but not limited to, acting as a public advocate whether or not on behalf of a constituent. Nothing in this paragraph shall be construed to limit the application of the provisions of section seventy-seven of this chapter.

(e) Nothing contained in this subdivision shall prohibit a state officer or employee from appearing before a state agency in a representative capacity on behalf of an employee organization in any matter where such appearance is duly authorized by an employee organization.

(f) Nothing contained in this subdivision shall prohibit a political party chairman from participating in or advocating any matter in an official capacity.

(g) Nothing contained in this subdivision shall prohibit internal research or discussion of a matter, provided, however, that the time is not charged to the client and the person does not share in the net revenues generated or produced by the matter.

(h) Nothing contained in this subdivision shall prohibit a state officer or employee, unless otherwise prohibited, from appearing or rendering services in relation to a case, proceeding, application or transaction before a state agency, other than the agency in which the officer or employee is employed, when such appearance or rendition of services is made while carrying out official duties as an elected or appointed official, or employee of a local government or one of its agencies.

8. (a)(i) No person who has served as a state officer or employee shall within a period of two years after the termination of such service or employment appear or practice before such state agency or receive compensation for any services rendered by such former officer or employee on behalf of any person, firm, corporation or association in relation to any case, proceeding or application or other matter before such agency.

(ii) No person who has served as a state officer or employee shall after the termination of such service or employment appear, practice, communicate or otherwise render services before any state agency or receive compensation for any such services rendered by such former officer or employee on behalf of any person, firm, corporation or other entity in relation to any case, proceeding, application or transaction with respect to which such person was directly concerned and in which he or she personally participated during the period of his or her service or employment, or which was under his or her active consideration.

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(iii) No person who has served as a member of the legislature shall within a period of two years after the termination of such service receive compensation for any services on behalf of any person, firm, corporation or association to promote or oppose, directly or indirectly, the passage of bills or resolutions by either house of the legislature. No legislative employee who is required to file an annual statement of financial disclosure pursuant to the provisions of section seventy-three-a of this chapter shall during the term of office of the legislature in which he or she was so employed, receive compensation at any time during the remainder of such term after leaving the employ of the legislature for any services on behalf of any person, firm, corporation or association to promote or oppose, directly or indirectly, the passage of bills or resolutions by either house of the legislature in relation to any matter with respect to which such person was directly concerned and in which he personally participated during the period of his service or employment. A legislative employee who acted primarily in a supervisory capacity in such matter and who was not personally involved in the development, negotiation or implementation of the matter to an important and material degree, may, with the approval of the legislative ethics committee, receive such compensation and perform such services.

(b)(i) The provisions of subparagraph (i) of paragraph (a) of this subdivision shall not apply to any state officer or employee whose employment was terminated on or after January first, nineteen hundred ninety-five and before April first, nineteen hundred ninety-nine because of economy, consolidation or abolition of functions, curtailment of activities or other reduction in the state work force. On or before the date of such termination of employment, the state agency shall provide to the terminated employee a written certification that the employee has been terminated because of economy, consolidation or abolition of functions, curtailment of activities or other reduction in the state work force, and that such employee is covered by the provisions of this paragraph. The written certification shall also contain a notice describing the rights and responsibilities of the employee pursuant to the provisions of this section. The certification and notice shall contain the information and shall be in the form set forth below:

CERTIFICATION AND NOTICE

TO: Employee's Name: _____
State agency: _____
Date of Termination: _____

I, (name and title) of (state agency), hereby certify that your termination from State service is because of economy, consolidation or abolition of functions, curtailment of activities or other reduction in the State work force. Therefore, you are covered by the provisions of paragraph (b) of subdivision eight of section seventy-three of the Public Officers Law.

You were designated as a policy maker: YES ____ NO ____

(TITLE)

TO THE EMPLOYEE:

This certification affects your right to engage in certain activities after you leave state service.

Ordinarily, employees who leave State service may not, for two years, appear or practice before their former agency or receive compensation for rendering services on a matter before their former agency. However, because of this certification, you may be exempt from this restriction.

If you were not designated as a Policymaker by your agency, you are automatically exempt. You may, upon leaving State service, immediately appear, practice or receive compensation for services rendered before your former agency.

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If you were designated as a Policymaker by your agency, you are eligible to apply for an exemption to the State Ethics Commission at 39 Columbia Street, Albany, New York 12207.

Even if you are or become exempt from the two year bar, the lifetime bar of the revolving door statute will continue to apply to you. You may not appear, practice, communicate or otherwise render services before any State agency in relation to any case, proceeding, application or transaction with respect to which you were directly concerned and in which you personally participated during your State service, or which was under your active consideration.

If you have any questions about the application of the post-employment restrictions to your circumstances, you may contact the State Ethics Commission at (518) 432-8207 or 1-800-87ETHIC (1-800-873-8442).

(ii) The provisions of subparagraph (i) of this paragraph shall not apply to any such officer or employee who at the time of or prior to such termination had served in a policymaking position as determined by the appointing authority, which determination had been filed with the state ethics commission, provided that such officer or employee may so appear or practice or receive such compensation with the prior approval of the state ethics commission. In determining whether to grant such approval the state ethics commission shall consider:

A. whether the employee's prior job duties involved substantial decision-making authority over policies, rule or contracts;

B. the nature of the duties to be performed by the employee for the prospective employer;

C. whether the prospective employment is likely to involve substantial contact with the employee's former agency and the extent to which any such contact is likely to involve matters where the agency has the discretion to make decisions based on the work product of the employee;

D. whether the prospective employment may be beneficial to the state or the public; and

E. the extent of economic hardship to the employee if the application is denied.

(c) The provisions of paragraph (b) of this subdivision shall not apply to employees whose employment has been discontinued as a result of retirement or to employees who, prior to termination, have declined to exercise a right to another position with a state agency unless such position would require the employee to travel more than thirty-five miles in each direction to the new position or accept a reduction in base salary of more than ten per centum.

(d) Nothing contained in this subdivision shall prohibit any state agency from adopting rules concerning practice before it by former officers or employees more restrictive than the requirements of this subdivision.

(e) This subdivision shall not apply to any appearance, practice, communication or rendition of services before any state agency, or either house of the legislature, or to the receipt of compensation for any such services, rendered by a former state officer or employee or former member of the legislature or legislative employee, which is made while carrying out official duties as an elected official or employee of a federal, state or local government or one of its agencies.

(f) Nothing in this subdivision shall be deemed to prevent a former state officer or employee who was employed on a temporary basis to perform routine clerical services, mail services, data entry services or other similar ministerial tasks, from subsequently being employed by a person, firm, corporation or association under contract to a state agency to perform such routine clerical services, mail services, data entry services or other similar ministerial tasks; provided however, this paragraph shall in no event apply to any such state officer or employee who was required to file an annual statement of financial disclosure pursuant to section seventy-three-a of this article.

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Public Officers Law § 73 & 74

(g) Notwithstanding the provisions of subparagraphs (i) and (ii) of paragraph (a) of this subdivision, a former state officer or employee may contract individually, or as a member or employee of a firm, corporation or association, to render services to any state agency when the agency head certifies in writing to the state ethics commission that the services of such former officer or employee are required in connection with the agency's efforts to address the state's year 2000 compliance problem.

(h) Notwithstanding the provisions of subparagraphs (i) and (ii) of paragraph (a) of this subdivision, a former state officer or employee may contract individually, or as a member or employee of a firm, corporation or association, to render services to any state agency when the agency head certifies in writing to the state ethics commission that the services of such former officer or employee are required in connection with the agency's response to a disaster emergency declared by the governor pursuant to section twenty-eight of the executive law.

8-a. The provisions of subparagraphs (i) and (ii) of paragraph (a) of subdivision eight of this section shall not apply to any such former state officer or employee engaged in any of the specific permitted activities defined in this subdivision that are related to any civil action or proceeding in any state or federal court, provided that the attorney general has certified in writing to the state ethics commission, with a copy to such former state officer or employee, that the services are rendered on behalf of the state, a state agency, state officer or employee, or other person or entity represented by the attorney general, and that such former state officer or employee has expertise, knowledge or experience which is unique or outstanding in a field or in a particular matter or which would otherwise be generally unavailable at a comparable cost to the state, a state agency, state officer or employee, or other person or entity represented by the attorney general in such civil action or proceeding. In those instances where a state agency is not represented by the attorney general in a civil action or proceeding in state or federal court, a former state officer or employee may engage in permitted activities provided that the general counsel of the state agency, after consultation with the state ethics commission, provides to the state ethics commission a written certification which meets the requirements of this subdivision. For purposes of this subdivision the term "permitted activities" shall mean generally any activity performed at the request of the attorney general or the attorney general's designee, or in cases where the state agency is not represented by the attorney general, the general counsel of such state agency, including without limitation:

- (a) preparing or giving testimony or executing one or more affidavits;
- (b) gathering, reviewing or analyzing information, including documentary or oral information concerning facts or opinions, attending depositions or participating in document review or discovery;
- (c) performing investigations, examinations, inspections or tests of persons, documents or things;
- (d) performing audits, appraisals, compilations or computations, or reporting about them;
- (e) identifying information to be sought concerning facts or opinions; or
- (f) otherwise assisting in the preparation for, or conduct of, such litigation.

Nothing in this subdivision shall apply to the provision of legal representation by any former state officer or employee.

8-b. Notwithstanding the provisions of subparagraphs (i) and (ii) of paragraph (a) of subdivision eight of this section, a former state officer or employee may contract individually, or as a member or employee of a firm, corporation or association, to render services to any state agency if, prior to engaging in such service, the agency head certifies in writing to the state ethics commission that such former officer or employee has expertise, knowledge or experience with respect to a particular matter which meets the needs of the agency and is otherwise unavailable at a comparable cost. Where approval of the contract is required under section one hundred twelve of the state finance law, the comptroller shall review and consider the reasons for such certification. The state ethics commission must review and approve all certifications made pursuant to this subdivision.

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8-b. Notwithstanding the provisions of subparagraphs (i) and (ii) of paragraph (a) of subdivision eight of this section, a former state officer or employee who, prior to his or her separation from state service, was employed as a health care professional and, in conjunction with his or her state duties, provided treatment and/or medical services to individuals residing in or served by a state-operated facility is not barred from rendering services to such individuals in their care prior to leaving state service, at the state-operated facility which employed the former state officer or employee.

9. No party officer while serving as such shall be eligible to serve as a judge of any court of record, attorney-general or deputy or assistant attorney-general or solicitor general, district attorney or assistant district attorney. As used in this subdivision, the term "party officer" shall mean a member of a national committee, an officer or member of a state committee or a county chairman of any political party.

10. Nothing contained in this section, the judiciary law, the education law or any other law or disciplinary rule shall be construed or applied to prohibit any firm, association or corporation, in which any present or former statewide elected official, state officer or employee, or political party chairman, member of the legislature or legislative employee is a member, associate, retired member, of counsel or shareholder, from appearing, practicing, communicating or otherwise rendering services in relation to any matter before, or transacting business with a state agency, or a city agency with respect to a political party chairman in a county wholly included in a city with a population of more than one million, otherwise proscribed by this section, the judiciary law, the education law or any other law or disciplinary rule with respect to such official, member of the legislature or officer or employee, or political party chairman, where such statewide elected official, state officer or employee, member of the legislature or legislative employee, or political party chairman does not share in the net revenues, as defined in accordance with generally accepted accounting principles by the state ethics commission or by the legislative ethics committee in relation to persons subject to their respective jurisdictions, resulting therefrom, or, acting in good faith, reasonably believed that he or she would not share in the net revenues as so defined; nor shall anything contained in this section, the judiciary law, the education law or any other law or disciplinary rule be construed to prohibit any firm, association or corporation in which any present or former statewide elected official, member of the legislature, legislative employee, full-time salaried state officer or employee or state officer or employee who is subject to the provisions of section seventy-three-a of this chapter is a member, associate, retired member, of counsel or shareholder, from appearing, practicing, communicating or otherwise rendering services in relation to any matter before, or transacting business with, the court of claims, where such statewide elected official, member of the legislature, legislative employee, full-time salaried state officer or employee or state officer or employee who is subject to the provisions of section seventy-three-a of this chapter does not share in the net revenues, as defined in accordance with generally accepted accounting principles by the state ethics commission or by the legislative ethics committee in relation to persons subject to their respective jurisdictions, resulting therefrom, or, acting in good faith, reasonably believed that he or she would not share in the net revenues as so defined.

11. Notwithstanding any provision of the judiciary law, the education law or any other law or disciplinary rule to the contrary:

(a) Conduct authorized pursuant to subdivision eight of this section by a person who has served as a member of the legislature or as a legislative employee shall not constitute professional misconduct or grounds for disciplinary action of any kind;

(b) No member of the legislature or former member of the legislature shall be prohibited from appearing, practicing, communicating or otherwise rendering services in relation to any matter before, or transacting business with, any state agency solely by reason of any vote or other action by such member or former member in respect to the confirmation or election of any member, commissioner, director or other person affiliated with such state agency, but nothing in this paragraph shall limit the prohibition contained in subdivision eight of this section;

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(c) The appearance, practice, communication or rendition of services in relation to any matter before, or transaction of business with a state agency, or with the court of claims, or the promotion or opposition to the passage of bills or resolutions by either house of the legislature, by a member, associate, retired member, of counsel or shareholder of a firm, association or corporation, in accordance with subdivision ten of this section, is hereby authorized and shall not constitute professional misconduct or grounds for disciplinary action of any kind solely by reason of the professional relationship between the statewide elected official, state officer or employee, political party chairman, member of the legislature, or legislative employee and any firm, association, corporation or any member, associate, retired member, of counsel, or shareholder thereof, or by reason of the appearance created by any such professional relationship.

12. A statewide elected official, state officer or employee, or a member of the legislature or legislative employee, or political party chairman, who is a member, associate, retired member, of counsel to, or shareholder of any firm, association or corporation which is appearing or rendering services in connection with any case, proceeding, application or other matter listed in paragraph (a) or (b) of subdivision seven of this section shall not orally communicate, with or without compensation, as to the merits of such cause with an officer or an employee of the agency concerned with the matter.

13. For the purposes of this section, a statewide elected official or state officer or employee or member of the legislature or legislative employee or political party chairman who is a member, associate, retired member, of counsel to, or shareholder of any firm, association or corporation shall not be deemed to have made an appearance under the provisions of this section solely by the submission to a state agency or city agency of any printed material or document bearing his or her name, but unsigned by him or her, such as by limited illustrations the name of the firm, association or corporation or the letterhead of any stationery, which pro forma serves only as an indication that he or she is such a member, associate, retired member, of counsel to, or shareholder.

14. In addition to any penalty contained in any other provision of law, any person who knowingly and intentionally violates the provisions of subdivisions two through five or subdivision seven, eight or twelve of this section shall be subject to a civil penalty in an amount not to exceed ten thousand dollars. Assessment of a civil penalty hereunder shall be made by the state ethics commission or the legislative ethics committee, as the case may be, with respect to persons subject to their respective jurisdictions. The state ethics commission acting pursuant to subdivision thirteen of section ninety-four of the executive law, or the legislative ethics committee acting pursuant to subdivision twelve of section eighty of the legislative law, as the case may be, may, in lieu of a civil penalty, with respect to a violation of subdivisions two through five or subdivision seven or eight of this section, refer a violation of any such subdivision to the appropriate prosecutor and upon such conviction, but only after such referral, such violation shall be punishable as a class A misdemeanor.

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Exhibit 1 (Page 11 of 12)
Public Officers Law § 73 & 74

§ 74. Code of ethics

1. Definition. As used in this section: The term "state agency" shall mean any state department, or division, board, commission, or bureau of any state department or any public benefit corporation or public authority at least one of whose members is appointed by the governor.

The term "legislative employee" shall mean any officer or employee of the legislature but it shall not include members of the legislature.

2. Rule with respect to conflicts of interest. No officer or employee of a state agency, member of the legislature or legislative employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his duties in the public interest.

3. Standards.

a. No officer or employee of a state agency, member of the legislature or legislative employee should accept other employment which will impair his independence of judgment in the exercise of his official duties.

b. No officer or employee of a state agency, member of the legislature or legislative employee should accept employment or engage in any business or professional activity which will require him to disclose confidential information which he has gained by reason of his official position or authority.

c. No officer or employee of a state agency, member of the legislature or legislative employee should disclose confidential information acquired by him in the course of his official duties nor use such information to further his personal interests.

d. No officer or employee of a state agency, member of the legislature or legislative employee should use or attempt to use his official position to secure unwarranted privileges or exemptions for himself or others.

e. No officer or employee of a state agency, member of the legislature or legislative employee should engage in any transaction as representative or agent of the state with any business entity in which he has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his official duties.

f. An officer or employee of a state agency, member of the legislature or legislative employee should not by his conduct give reasonable basis for the impression that any person can improperly influence him or unduly enjoy his favor in the performance of his official duties, or that he is affected by the kinship, rank, position or influence of any party or person.

g. An officer or employee of a state agency should abstain from making personal investments in enterprises which he has reason to believe may be directly involved in decisions to be made by him or which will otherwise create substantial conflict between his duty in the public interest and his private interest.

h. An officer or employee of a state agency, member of the legislature or legislative employee should endeavor to pursue a course of conduct which will not raise suspicion among the public that he is likely to be engaged in acts that are in violation of his trust.

i. No officer or employee of a state agency employed on a full-time basis nor any firm or association of which such an officer or employee is a member nor corporation a substantial portion of the stock of which is owned or controlled directly or indirectly by such officer or employee, should sell goods or services to any person, firm, corporation or association which is licensed or whose rates are fixed by the state agency in which such officer or employee serves or is employed.

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Public Officers Law § 73 & 74

j. If any officer or employee of a state agency shall have a financial interest, direct or indirect, having a value of ten thousand dollars or more in any activity which is subject to the jurisdiction of a regulatory agency, he should file with the secretary of state a written statement that he has such a financial interest in such activity which statement shall be open to public inspection.

4. Violations. In addition to any penalty contained in any other provision of law any such officer, member or employee who shall knowingly and intentionally violate any of the provisions of this section may be fined, suspended or removed from office or employment in the manner provided by law.

Exhibit 2
Bid Protest Policy (Page 1 of 3)

It is the policy of the Department of Taxation and Finance contracting program (hereafter “DTF”) to provide all bidders with an opportunity to administratively resolve complaints or inquiries related to bid solicitations or pending contract awards. DTF encourages bidders to seek resolution of complaints concerning the contract award process through consultation with the program. All such matters will be accorded impartial and timely consideration.

Informal Complaints/Protests

It is strongly recommended that staff encourage, be receptive to and resolve issues, inquiries, questions and complaints on an informal basis, whenever possible. Information provided informally by any interested party should be fully reviewed by Program Team Leaders, the contract administrator of the Contract Management Unit and/or the Assistant Director of the Bureau of Fiscal Services. In addition, matters that are perceived to contain, or are potentially confidential or trade secret information should be shared with the Director of the Bureau of Fiscal Services for possible direction. Staff should document the subject matter and results of informal inquiries. As appropriate, DTF responses to the inquirer should indicate the existence of a formal protest policy available to them should the informal process fail to resolve the matter.

In addition to informal inquiries, Bidders may also file formal written protests according to the procedures specified below. Final agency determinations or recommendations for award generally may only be reconsidered in the context of a formal written protest.

Formal Written Protests

Any potential bidder who believes that there are errors or omissions in the procurement process, or that the bidder has been aggrieved in the drafting or issuance of a bid solicitation or pending contract award, may present to a formal complaint to DTF and request administrative relief concerning such action (“formal protest”).

Submission of Bid or Award Protests

Deadline for Submission

- a) **Concerning Errors, Omissions or Prejudice in the Bid Specifications or Documents**
Formal protests which concern the drafting of bid specifications must be received by DTF at least twenty (20) business days before the date set in the solicitation for receipt of bids. If the date set in the solicitation for receipt of bids is less than twenty (20) business days from the date of issue, formal protests concerning the specifications must be received by DTF at least seventy-two (72) hours before the time designated for receipt of bids.
- b) **Concerning Proposed Contract Award**
Formal protests concerning a pending contract award must be received within five (5) business days after the protesting party (“protester”) knows or should have known of the facts which form the basis of the protest, and, where § 112 approval is required, prior to final approval of the recommendation by the State Comptroller.

Exhibit 2

Bid Protest Policy *(Page 2 of 3)*

Transmittal

A formal protest must be submitted in writing to DTF, by ground mail, or, where permitted in the solicitation, facsimile or e-mail transmission. The following statement must be clearly and prominently displayed on the envelope or package or header of electronic or facsimile transmittal: "Bid Protest of DTF Solicitation (Reference Number)".

Contents

A formal protest must include:

- (a) a statement of all legal and/or factual grounds for disagreement with a specification or a procurement determination;
- (b) a description of all remedies or relief requested; and
- (c) copies of all applicable supporting documentation.

Protests should be delivered to the Contact named on the RFP Cover

Review and Final Determination

Copies of all protests should be provided by the DTF Contact to the Contract Administrator, Director of the Bureau of Fiscal Services and appropriate program staff.

Protests shall be resolved through written correspondence, however, either the protester or DTF may request a meeting to discuss a formal protest, at which time the participants may present their concerns. Where further formal resolution is required, the DTF Contact may designate an alternate ("designee") to determine and undertake the initial resolution or settlement of any protest.

The Program staff in conjunction with Contract Management Unit staff will conduct a review of the records involved in the protest, consult with the Assistant Director of Fiscal Services, and provide a memorandum to the Director of Fiscal Services summarizing the results of the review and recommendation. The Director of the Bureau of Fiscal Services will evaluate the recommendation, the material presented by the protester, and, if necessary, consult with appropriate senior level program staff, Counsel, and the Executive Deputy Commissioner, and prepare a written response to the protest.

A copy of the decision, stating the reason(s) upon which it is based shall be sent to the protester or its agent within thirty (30) business days of receipt of the protest, except that upon notice to the protester such period may be extended. The protest determination should be recorded and included in the Procurement Record, or otherwise forwarded to OSC upon issue. The decision of the Director of the Bureau of Fiscal Services will be final.

Reservation of Rights and Responsibilities of DTF

DTF reserves the right to waive or extend the time requirements for protest submissions, decisions and appeals herein prescribed when, in its sole judgment, circumstances so warrant to serve the best interests of the State and DTF.

Bid Protest Policy *(Page 3 of 3)*

If DTF determines that there are compelling circumstances, including the need to proceed immediately with contract award in the best interest of the State, then these protest procedures may be suspended and such determination shall be documented in the procurement record.

DTF will consider all information relevant to the protest, and may, at its discretion, suspend, modify, or cancel the protested procurement action including solicitation of bids or withdraw the recommendation of contract award prior to issuance of a formal protest decision.

If a formal bid protest is received by DTF, a final determination on the protest must be made prior to OSC approval of the award under SFL § 112. However, during the pendency of the protest, bid evaluation by DTF and subsequent OSC review of the recommended award may continue to progress at the discretion of the Director of the Bureau of Fiscal Services.

If a formal protest is received prior to a determination by DTF on a recommended award, notice of receipt of the protest must be given in the procurement record forwarded to OSC. If a final protest determination has been reached prior to transmittal to OSC, a copy of the final determination should be included in the Procurement Record and forwarded with the recommendation for award.

If a final protest determination is made after the transmittal of a bid package to OSC but prior to OSC approval under SFL § 112, a copy of the final DTF determination shall be forwarded to OSC when issued, along with a letter either: a) confirming the original DTF recommendation for award and supporting the request for final § 112 approval, b) modifying the proposed award recommendation in part and supporting a request for final § 112 approval as modified; or c) withdrawing the original award recommendation.

All records related to formal bidder protests and appeals shall be retained for at least one (1) year following resolution of the protest. All other records concerning the procurement shall be retained according to the statutory requirements for records retention.

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ATTACHMENT A (page 1 of 2)
Qualifier Response Form

- Service Group:** Programming
 Technology and System Integration
 Management and Analysis

Complete this form for each service group being bid as outlined Section III.A and III. B.

Part A – Bidder Experience

1. Experience – Resource Placement

- a. In accordance with the qualifying criteria outlined in Section III.A.1, your organization must currently be in the business of providing IT resources for each service group being bid for a minimum of three (3) years within the last five (5) years. Provide the dates your organization has been in the business of providing IT resources to meet this requirement:

- b. Provide the number of individual resources placed for the service group being bid since May 22, 2003:

(Do not count the same resource placed multiple times.) _____

2. Experience – Government Clients

- a. Provide three (3) government client references within the last three (3) years.

1. Firm Name: _____

Address: _____

Dates Resources Provided: _____

Contact Name: _____

Phone # _____ Fax # _____

e-mail address: _____

Alternate Contact Name: _____

Alternate Phone # _____ Fax # _____

Alternate e-mail address: _____

Type of Government entity: State County City Provincial National or Federal

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ATTACHMENT B-1 (page 1 of 2)
Service Group: Programming
Experience Response Form

A. Provide information in the following chart as required in Section IV.A.1.

<i>See explanations by number below.</i>	1	2	3	4 – Engagements with Tax Systems				
Category of Expertise	# Customers	# Engagements	# Resources placed	# Engagements with Tax Systems	Client Name	Client Contact Name	Client Contact Phone Number	Client Contact email
Application Development MF								
Application Development MR								
Application Development PC								
Internet/Intranet Application Development								
Data Conversion								

Explanations for Programming:

1. Provide the total number of customers within the last three (3) years for each category of expertise. Customers are companies, firms, or clients and not individuals.
2. Engagements –Provide the total number of agreements/projects with customers within the last three (3) years.
3. Provide the aggregate # of resources placed for all Customers for all engagements within the last three (3) years. (Do not count the same resource placed multiple times unless it was for a different engagement.)
4. Provide the total engagements within the last three (3) years where services were provided for Tax Systems. Tax Systems are information systems that directly support tax collections at a government revenue agency. Identify one (1) Client for each category of expertise where the majority of resources were placed and provide the requested Client information.

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ATTACHMENT B-1 (page 2 of 2)
Service Group: Programming
Experience Response Form

B. Provide information in the following chart. If resources placed had skills in more than one area (e.g. Cobol and TSO), the resource should be counted in the skill area of the primary focus of the assignment or engagement.

<i>See explanations by number below</i>		Total Resources provided	Client Name	Client Contact Name	Client Contact phone number	Client Contact e-mail
5	# Java (not Websphere)					
6	# Websphere					
7	# COBOL					
8	# TSO / CICS					
9	# DB2 / IDMS					

5. Provide the number of resources skilled in JAVA (not Websphere) placed at client sites during the last three (3) years. Identify one (1) Client for each skill area where the majority of resources were placed and provide the requested Client information.
6. Provide the number of resources skilled in Websphere placed at client sites during the last three (3) years. Identify one (1) Client for each skill area where the majority of resources were placed and provide the requested Client information.
7. Provide the number of resources skilled in Cobol placed at client sites during the last three (3) years. Identify one (1) Client for each skill area where the majority of resources were placed and provide the requested Client information.
8. Provide the number of resources skilled in TSO/CICS placed at client sites during the last three (3) years. Identify one (1) Client for each skill area where the majority of resources were placed and provide the requested Client information.
9. Provide the number of resources skilled in DB2/IDMS placed at client sites during the last three (3) years. Identify one (1) Client for each skill area where the majority of resources were placed and provide the requested Client information.

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ATTACHMENT B-2 (page 1 of 2)
Service Group: Technology and System Integration
Experience Response Form

A. Provide information in the following chart as required in Section IV.A.1.

<i>See explanations by number below</i>	1	2	3
Category of Expertise	# Customers	# Engagements	# Resources placed
Systems Management (MF, MR, PC)			
Data Conversion			
Information Security			
Local Area Network Services LAN/WAN			
Workflow Management Systems			
System Integration			

Explanations for Technology:

1. Provide the total number of customers within the last three (3) years. Customers are companies, firms, or clients and not individuals.
2. Engagements – Provide the total number of agreements/projects with customers within the last three (3) years.
3. Provide the aggregate number of resources placed for all customers for all engagements within the last three (3) years. (Do not count the same resource placed multiple times unless it was for a different engagement.)

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ATTACHMENT B-2 (page 2 of 2)
Service Group: Technology and System Integration
Experience Response Form

B. Provide information in the following chart as required in Section IV.A.1. If resources placed had skills in more than one area (e.g. MS SQL and W2K/XP), the resource should be counted in the skill area of the primary focus of the assignment or engagement.

<i>See explanations by number below</i>		Total Resources provided	Client Name	Client Contact Name	Client Contact Phone Number	Client Contact email
4	# AIX					
5	# DB2/UBD					
6	# Websphere					
7	# CICS/MQ Series					
8	# TCP/IP					
9	# W2K/XP					
10	# Unisys Assembler					
11	# MS SQL					

Explanations for Technology Skill Sets:

4. Provide the number of resources skilled in configuration and support of AIX actually placed at client sites during the last three (3) years.
5. Provide the number of resources skilled in configuration and support of DB2/UBD actually placed at client sites during the last three (3) years.
6. Provide the number of resources skilled in configuration and support of Websphere actually placed at client sites during the last three (3) years.
7. Provide the number of resources skilled in CICS/MQ Series actually placed at client sites during the last three (3) years.
8. Provide the number of resources skilled in TCP/IP Networking actually placed at client sites during the last three (3) years.
9. Provide the number of resources skilled in configuration and support and are MS certified in W2K/XP actually placed at client sites during the last three (3) years.
10. Provide the number of resources skilled in Unisys-Assembler actually placed at client sites during the last three (3) years.
11. Provide the number of resources skilled in configuration and support of MS SQL Server actually placed at client sites during the last three (3) years.

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ATTACHMENT B-3 (page 1 of 2)
Service Group: Management and Analysis Services
Experience Response Form

A. Provide information in the following chart as required in Section IV.A.1.

<i>See explanations by number below</i>	1	2	3	4
Category of Expertise	# Customers	# Engagements	# Resources placed	#PMP
Business Process Analysis/ Business Process Re-engineering				
IT Management and Planning				

Explanations for Management & Analysis:

1. Provide the total number of customers within the last three (3) years. Customers are companies, firms, or clients and not individuals.
2. Engagements – Provide the total number of agreements with customers OR number of assignments within the last three (3) years.
3. Provide the aggregate number of resources placed for all customers for all engagement within the last three (3) years. (Do not count the same resource placed multiple times unless it was for a different engagement.)
4. Number of resources with PMP Project Management Professional certifications actually placed during the last three (3) years.

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ATTACHMENT B-3 (page 2 of 2)
Service Group: Management and Analysis Services
Experience Response Form

B. Provide information in the following chart as required in Section IV.A.1. If resources placed were provided for skills covered in more than one skill area (e.g. government project management and government business analysis) the resource should be counted in the skill area of the primary focus of the assignment or engagement.

<i>See explanations by number below</i>		Total Resources provided	Client Name	Client Contact Name	Client Contact phone number	Client Contact email
5	# Project Managers					
6	# Resources placed in Government Agencies for project management					
7	# Resources placed in Government Agencies for Business Analysis					

5. Provide the number of resources skilled in Information Technology (IT) project management methodology actually placed at client sites within the last three (3) years.
6. Provide the number of project management resources in Information Technology (IT) placed in government agencies within the last three (3) years.
7. Provide the number of resources placed in government agencies for business analysis within the last three (3) years.

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ATTACHMENT C-1

Project Experience Response Form
Service Group: Programming Services

As indicated in Section I, the majority of resources acquired from this contract will support the e-MPIRE project. It is desirable the bidder have experience in the placement of resources, with a single client, to support an extensive project similar in nature to the e-MPIRE project.

Client Name: _____
 Phone # : _____ Fax #: _____
 e-mail address: _____
 Dates of Project: _____
 Project Name: _____
 Project Description: _____

Complete the chart below with the number of resources placed per skill set for each category of expertise. Skill sets are identified on Attachment B1 Part (B), from software listed in Exhibit A Computing Environment or other skills that have been placed. Expand form as necessary to add skills. Definition of Categories of Experience are found in Exhibit B.

Skill Set	Categories of Expertise				
	Application Development Mainframe	Application Development Mid Range	Application Development PC	Internet/Intranet Application Services	Data Conversion
COBOL					
JAVA					
Websphere					
DB2/IDMS					
TSO/CICS					
Other (please list below)					

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**ATTACHMENT C-2
Project Experience Response Form**

Service Group: Technology and Systems Integration Services

As indicated in Section I, the majority of resources acquired from this contract will support the e-MPIRE project. It is desirable the bidder have experience in the placement of resources, with a single client, to support an extensive project similar in nature to the e-MPIRE project.

Client Name: _____
 Phone # : _____ Fax #: _____
 e-mail address: _____
 Dates of Project: _____
 Project Name: _____
 Project Description: _____

Complete the chart below with the number of resources placed per skill set for each category of expertise. Skill sets are identified on Attachment B2 Part (B), from software listed in Exhibit A Computing Environment or other skills that have been placed. Expand form as necessary to add skills. Definition of Categories of Experience are found in Exhibit B.

Skill Set	Categories of Expertise					
	Systems Management Mainframe, MidRange and PC	Data Conversion	Information Security	Local Area Network Services LAN/WAN	Workflow Management Systems	System Integration
AIX						
DB2/UB2						
Websphere						
CICS/MQ Series						
TCP/IP						
W2K/XP						
Unisys Assembler						
MS SQL						
Other (please list below)						

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ATTACHMENT C-3

Project Experience Response Form

Service Group: Management and Analysis Services

As indicated in Section I, the majority of resources acquired from this contract will support the e-MPIRE project. It is desirable the bidder have experience in the placement of resources, with a single client, to support an extensive project similar in nature to the e-MPIRE project.

Client Name: _____
 Phone # : _____ Fax #: _____
 e-mail address: _____
 Dates of Project: _____
 Project Name: _____
 Project Description: _____

Complete the chart below with the number of resources placed per skill set for each category of expertise. Skill sets are identified on Attachment B3 Part (B), from software listed in Exhibit A Computing Environment or other skills that have been placed. Expand form as necessary to add skills. Definition of Categories of Experience are found in Exhibit B.

Skill Set	Categories of Expertise	
	Business Process Analysis/Business Process Re-engineering	IT Management and Planning
Project Managers		
Resources placed in Government Agencies for Project Management		
Resources placed in Government Agencies for Business Analysis		
Other (please list below)		

ATTACHMENT D (page 1 of 2)

Reference Response Form

- Service Group:** Programming
 Technology and System Integration
 Management and Analysis

Complete (and duplicate as necessary) this form for **each** of the three (3) client references for **each service group** as requested in Section IV.B.. The same reference can be used for another group if more than one group is being bid. Two (2) alternate client references may be provided and must be identified.

Client Information

Firm Name: _____

Address: _____

Contact Name: _____

Phone Number: _____ **Fax Number:** _____

e-mail address: _____

Alternate Contact Name: _____

Alternate Phone #: _____ **Alternate Fax #:** _____

Alternate e-mail address: _____

Project/Services Description: _____

Computing Environment: _____

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ATTACHMENT D (page 2 of 2)

Reference Response Form

- Service Group:**
- Programming
 - Technology and System Integration
 - Management and Analysis

Description of Your Firm's Role and Responsibility on the Engagement (including category of expertise i.e. App Dev Mainframe, Data Conversion etc): _____

Names of Resources placed (minimum 5) and duration of placement (for a minimum of six (6) consecutive months)

Name of Resource	Duration of placement	Begin and End Dates
1.		
2.		
3.		
4.		
5.		

Number of years providing IT resources for client, include start and end dates

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Attachment E
Candidate Screening Process Response Form

- Service Group:**
- Programming
 - Technology and System Integration
 - Management and Analysis

Complete this form to describe the current process you use to determine candidate qualifications as described in Section IV.C. Bidder responses should include processes descriptions relating to both employees and resources subcontracted to fulfill client requirements. Expand form as necessary.

1. Do you validate candidate's education? _____ Always _____ Sometimes _____ Never
Describe process:

2. Do you validate candidate's experience? _____ Always _____ Sometimes _____ Never
Describe process:

3. Do you perform candidate reference checks? _____ Always _____ Sometimes _____ Never
Describe process:

4. Do you validate candidate's certificates? _____ Always _____ Sometimes _____ Never
Describe process:

5. Do you validate candidates' skills? _____ Always _____ Sometimes _____ Never
Describe process:

6. Do you perform background checks? _____ Always _____ Sometimes _____ Never
Describe methods:

7. Do you perform psychological testing? _____ Always _____ Sometimes _____ Never
Describe methods:

8. Describe any additional processes you use to determine or verify a candidate's qualifications and ability to perform.

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Attachment F (page 1 of 2)

Administrative Services and Resource Retention Response Form

- Service Group:** Programming
 Technology and System Integration
 Management and Analysis

Complete this form to provide a detailed description of any processes you currently use to encourage resource retention as described in Section IV.D. Bidder responses should include processes descriptions relating to both employees and resources subcontracted to fulfill client requirements. Expand form as necessary.

1. Does your organization offer on-site assistance for resources questions and issues?

_____ Always _____ Sometimes _____ Never

Provide details:

2. Does your organization offer relocation assistance for resources?

_____ Always _____ Sometimes _____ Never

Provide details:

3. Does your organization offer client-specific orientation program?

_____ Always _____ Sometimes _____ Never

Provide details:

4. Does your organization provide awards or other incentives (e.g. cash bonuses, achievement)?

_____ Always _____ Sometimes _____ Never

Provide details:

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Attachment F (page 2 of 2)

Administrative Services and Resource Retention Response Form

- Service Group:**
- Programming
 - Technology and System Integration
 - Management and Analysis

5. Does your organization provide programs for resources development (e.g. direct training and skills improvement, reimbursement for training, certification tests, mentoring)?

_____ Always _____ Sometimes _____ Never

Provide details:

6. Does your organization provide benefits (paid vacation, sick leave, medical insurance, other)?

_____ Always _____ Sometimes _____ Never

Provide details:

7. Does your organization provide on-going contact and communications with staff (e.g. routine staff meetings, performance reviews)?

_____ Always _____ Sometimes _____ Never

Provide details:

8. Please provide any additional strategies your company provides to encourage resource retention?

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Attachment G-1

Resource Validation at Minimum Hourly Rate

Service Group: Programming Services

Please provide the following information for technical requirements outlined in Section IV.E of the RFP. Please attach resume for each of the resources listed.

Title: Programmer/Analyst III

Resource Name	Hourly Rate (Must be no more than 10% over Minimum Hourly Rate)	Client Name & Address	Client Phone Number	Client e-mail Address
1				
2				
3				

Title: Project Manager III

Resource Name	Hourly Rate (Must be no more than 10% over Minimum Hourly Rate)	Client Name & Address	Client Phone Number	Client e-mail Address
1				
2				
3				

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Attachment G-2

Resource Validation at Minimum Hourly Rate

Service Group: Technology and System Integration

Please provide the following information for technical requirements outlined in Section IV.E of the RFP. Please attach resume for each of the resources listed.

Title: Specialist III

Resource Name	Hourly Rate (Must be no more than 10% over Minimum Hourly Rate)	Client Name & Address	Client Phone Number	Client e-mail Address
1				
2				
3				

Title: Specialist II

Resource Name	Hourly Rate (Must be no more than 10% over Minimum Hourly Rate)	Client Name & Address	Client Phone Number	Client e-mail Address
1				
2				
3				

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Attachment G-3

Resource Validation at Minimum Hourly Rate

Service Group: Management and Analysis Service

Please provide the following information for technical requirements outlined in Section IV.E of the RFP. Please attach resume for each of the resources listed.

Title: Project Manager III

Resource Name	Hourly Rate (Must be no more than 10% over Minimum Hourly Rate)	Client Name & Address	Client Phone Number	Client e-mail Address
1				
2				
3				

Title: Specialist III

Resource Name	Hourly Rate (Must be no more than 10% over Minimum Hourly Rate)	Client Name & Address	Client Phone Number	Client e-mail Address
1				
2				
3				

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ATTACHMENT H-1
Financial Response Form
Service Group: Programming

In accordance with the terms of this RFP, the following fees are proposed by:

Name of Bidder _____

The titles are grouped in order of preference. Both high and low hourly rates will be used in the financial evaluation.

Title	Column A	
	Hourly Rate Range	
	Low	High
Programmer/Analyst III		
Project Manager III		
Programmer Analyst II		
Programmer/Analyst I		
Project Manager II		
Project Manager I		
Programmer/Analyst (Entry Level)		
Project Manager (Entry Level)		

The hourly rates must be **inclusive** of overtime and **exclusive** of travel. As indicated in Section V.B.2, DTF will reimburse travel and living expenses in accordance with the NYS Comptroller policies and procedures in effect at the time of travel.

On the anniversary date of this Contract, the hourly rates are subject to an increase equal to the lower of five (5) percent or the CPI for the previous twelve (12) month period. Such increase will apply to all current and new consultants.

All mandatory requirements of this RFP and any of your necessary operating, ancillary, and internal costs must be incorporated into your prices. Invoices will be based upon actual hours.

Signed _____

Title _____

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ATTACHMENT H-2
Financial Response Form
Service Group: Technology and System Integration

In accordance with the terms of this RFP, the following fees are proposed by:

Name of Bidder _____

The titles are grouped in order of preference. Both high and low hourly rates will be used in the financial evaluation.

Title	Column A	
	Hourly Rate Range	
	Low	High
Specialist III		
Specialist II		
Specialist I		
Project Manager III		
Project Manager II		
Project Manager I		
Specialist (Entry Level)		
Project Manager (Entry Level)		

The hourly rates must be **inclusive** of overtime and **exclusive** of travel. As indicated in Section V.B.2, DTF will reimburse travel and living expenses in accordance with the NYS Comptroller policies and procedures in effect at the time of travel.

On the anniversary date of this Contract, the hourly rates are subject to an increase equal to the lower of five (5) percent or the CPI for the previous twelve (12) month period. Such increase will apply to all current and new consultants.

All mandatory requirements of this RFP and any of your necessary operating, ancillary, and internal costs must be incorporated into your prices. Invoices will be based upon actual hours.

Signed _____

Title _____

New York State Department of Taxation and Finance
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ATTACHMENT H-3
Financial Response Form
Service Group: Management and Analysis Services

In accordance with the terms of this RFP, the following fees are proposed by:

Name of Bidder _____

The titles are grouped in order of preference. Both high and low hourly rates will be used in the financial evaluation.

Title	Column A	
	Hourly Rate Range	
	Low	High
Project Manager III		
Specialist III		
Specialist I		
Specialist II		
Project Manager II		
Project Manager I		
Specialist (Entry Level)		
Project Manager (Entry Level)		

The hourly rates must be **inclusive** of overtime and **exclusive** of travel. As indicated in Section V.B.2, DTF will reimburse travel and living expenses in accordance with the NYS Comptroller policies and procedures in effect at the time of travel.

On the anniversary date of this Contract, the hourly rates are subject to an increase equal to the lower of five (5) percent or the CPI for the previous twelve (12) month period. Such increase will apply to all current and new consultants.

All mandatory requirements of this RFP and any of your necessary operating, ancillary, and internal costs must be incorporated into your prices. Invoices will be based upon actual hours.

Signed _____

Title _____

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Attachment 1

NOTIFICATION OF INTENT TO BID

Please indicate your interest in submitting a proposal for this acquisition by completing and returning this form to the Department by the date indicated on the Schedule of Events for this Request for Proposal.

Firm Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Address: _____

Date: _____

Please check the appropriate line:

- We are interested in submitting a proposal.
- We are a certified minority or women owned business.
- We are not interested in submitting a proposal for this service.

Reason: _____

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Attachment 2

Procurement Lobbying Act

Offerer Affirmation of Understanding of, and Compliance with, Procurement Lobbying Guidelines

New York State Finance Law 139-j(6)(b) requires the DTF seek written affirmation from all Offerers as to the Offerer's understanding of and agreement to comply with the DTF procedures relating to permissible contacts during a Government Procurement pursuant to subdivision three of this section.

Procurement Description, Contract or Bid Number:

Information Technology Consulting Services RFP #06-102

Offerer Name: _____

Offerer Address: _____

Telephone Number: _____

e-Mail Address: _____

Offerer affirms it has read, understands and agrees to comply with the Guidelines of the New York State Department of Taxation and Finance relative to permissible contacts as required by the State Finance Law 139-j(3) and 139-j(6)(b).

By (*signature*): _____

Name (*please print*): _____

Title (*please print*): _____

Date: _____

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***Attachment 3*
Bidder's Checklist**

Volume 1 – Qualifying, Technical, and Administrative Proposal

Qualifying Requirements

- Attachment A - Qualifier Response Form

Technical Requirements

- Attachment B-1 - Programming Services Experience Response Form
- Attachment B-2 - Technology and System Integration Services Experience Response Form
- Attachment B-3 - Management and Analysis Services Experience Response Form
- Attachment C-1 - Project Experience Response Form - Programming Services
- Attachment C-2 - Project Experience Response Form - Technology and System Integration Services
- Attachment C-3 - Project Experience Response Form - Management and Analysis Services
- Attachment D - Reference Response Form
- Attachment E - Candidate Screening Process Response Form
- Attachment F - Administrative Services and Resource Retention Response Form
- Attachment G-1 - Resource Validation at Minimum Hourly Rate–Programming Services
- Attachment G-2 - Resource Validation at Minimum Hourly Rate–Technology and System Integration Services
- Attachment G-3 - Resource Validation at Minimum Hourly Rate – Management and Analysis Services

Administrative Requirements

- Cover Letter
- Attachment 3 - Bidders Checklist
- Attachment 4 - Vendor Responsibility Questionnaire
- Attachment 5 - Financial Stability
- Attachment 6 - MacBride Fair Employment Principles Form
- Attachment 7 - Designation of Prime Contact
- Attachment 8 - Non-Collusive Bidding Certification
- Attachment 9 - Executive Order 127
 - Contractor Disclosure of Contacts Form
 - Contractor Disclosure of Prior Non-Responsibility Determinations
 - Contractor Certification of Compliance with Executive Order 127
- Attachment 10 - Procurement Lobbying Act
 - Offerer Disclosure of Prior Non-Responsibility Determinations
 - Offerer Certification of Compliance with State Finance Law 139-k(5)
- Attachment 11 - (DTF-202) Agreement to Adhere to Secrecy Provisions
- Attachment 12 - Acknowledgment of Confidentiality of Internal Revenue Service Tax Return Information
- Attachment 13 - Sales and Compensating Use Tax Documentation (not required until notification of award)
 - Contractor Certification Form ST-220
 - Certificate of Authority or Representations of Registration
- Proposed Extraneous Terms
- Request for Exemption from Disclosure

Volume 2 - Financial Rate Proposal

- Attachment H-1 - Programming Services Financial Response Form
- Attachment H-2 - Technology and System Integration Services Financial Response Form
- Attachment H-3 - Management and Analysis Services Financial Response Form

Attachment 4 (Page 1 of 5)

Vendor Responsibility Questionnaire

A contracting agency is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. This questionnaire is designed to provide information to assist a contracting agency in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each bidder or proposer's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

Prospective contractors must answer every question contained in this questionnaire. Each "Yes" response requires additional information. The vendor must attach a written response that adequately details each affirmative response. The completed questionnaire and attached responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor's business and operations as the questionnaire information must be attested to by an owner or officer of the vendor. **Please read the certification requirement at the end of this questionnaire.**

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Attachment 4 (Page 2 of 5)
Vendor Responsibility Questionnaire

EIN:

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN# b) DUNS #	
4. D/B/A— Doing Business As (if applicable) & COUNTY FILED:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORKSTATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and telephone number below:		13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name: Title: Telephone Number: Fax Number: e-mail:	
14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information).			
a) <input type="checkbox"/> Business Corporation	Date of Incorporation	State of Incorporation*	
B <input type="checkbox"/> Sole Proprietor	Date Established		
c) <input type="checkbox"/> General Partnership	Date Established		
d) <input type="checkbox"/> Not-for-Profit Corporation	Date of Incorporation	State of Incorporation* Charities registration number	
e) <input type="checkbox"/> Limited Liability Company (LLC)	Date Established		
f) <input type="checkbox"/> Limited Liability Partnership	Date Established		
g) <input type="checkbox"/> Other — Specify:	Date Established	Jurisdiction Filed (if applicable)	
* If not incorporated in New York State, please provide a copy of authorization to do business in New York.			
15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)			
16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:			
17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

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**Attachment 4 (Page 3 of 5)
Vendor Responsibility Questionnaire**

EIN:

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE CONTRACTING AGENCY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

<p>18. Is the vendor certified in New York State as a (check please):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women’s Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE)? <p><i>Please provide a copy of any of the above certifications that apply.</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>19. Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above?</p> <p><i>List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>20. Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as:</p> <p>a) An elected or appointed public official or officer?</p> <p><i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service.</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency?</p> <p><i>List each individual’s name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency?</p> <p><i>List each individual’s name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>d) An officer of any political party organization in New York State, whether paid or unpaid?</p> <p><i>List each individual’s name, business title or consulting capacity and the official political party position held with applicable service dates.</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>21. Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate¹ or any person involved in the bidding or contracting process:</p> <p>a)</p> <ol style="list-style-type: none"> 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women’s Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract? 	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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Attachment 4 (Page 4 of 5)

Vendor Responsibility Questionnaire

EIN:

<p>c) been issued a citation, notice, violation order, or are pending an administrative hearing, or proceeding or determination for violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law; 2. state or federal environmental laws; 3. unemployment insurance or workers' compensation coverage or claim requirements; 4. Employee Retirement Income Security Act (ERISA); 5. federal, state or local human rights laws; 6. civil rights laws; 7. federal or state security laws; 8. federal Immigration and Naturalization Services (INS) and Alienage laws; 9. state or federal anti-trust laws; or 10. charity or consumer laws? <p><i>For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es), of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>22. In the past three (3) years, has the vendor or its affiliates¹ had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency? <i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied".</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>23. Has the vendor (for profit and not-for profit corporations) or its affiliates¹, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances? <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>24. Is the vendor exempt from income taxes under the Internal Revenue Code? <i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>25. During the past three (3) years, has the vendor failed to:</p> <ol style="list-style-type: none"> a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of tile liability.</i> 	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>26. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates¹ within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing? <i>Indicate if this is applicable to the submitting vendor, or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>27. Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>28. Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>29. In the past five (5) years, has the vendor or any affiliates¹:</p> <ol style="list-style-type: none"> a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; b) received an overall unsatisfactory performance assessment from any government agency on any contract; or c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days? <p><i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

New York State Department of Taxation and Finance
Request for Proposal (RFP) 06-102
Information Technology Consulting Services

Attachment 4 (Page 5 of 5)

Vendor Responsibility Questionnaire

FEIN:

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item thereof to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business: _____ Signature of Owner/Officer _____

Address _____ Printed Name of Signatory _____

City, State, Zip _____ Title _____

Sworn to before me this _____ day of _____, 20____

Notary Public

Print Name

Signature

Date

Attachment 5

Financial Stability Response Form

**As Attachment 5, please include the required financial statements and
other documentation as requested in Section VI.C.3.**

Attachment 6

MACBRIDE FAIR EMPLOYMENT PRINCIPLES FORM

Ms. Janice Piccone
Assistant Director, Procurement Bureau
New York State Department of Taxation and Finance
W. A. Harriman State Office Building Campus
Building 9, Room 234
Albany, New York 12227

Bidder Name:

“NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MacBRIDE FAIR EMPLOYMENT PRINCIPLES”

In accordance with Chapter 807 of the Laws of 1992, the bidder, by submission of this bid, certifies that it, and any individual or legal entity in which the bidder holds a 10% or greater ownership interest, and any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either:

(answer Yes to one of the following as applicable),

1. Have no business operations in Northern Ireland: _____ Yes

or

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity, and shall permit independent monitoring of their compliance with such Principles:

_____ Yes

Attachment 7

DESIGNATION OF PRIME CONTACT

The bidder designates the following individual as the prime contact for this proposal and acknowledges that this individual is authorized to respond on behalf of the bidder. This designation will last for the entire evaluation process and contract negotiations. Any request for change in the designated contact must be submitted in writing to the issuing officer designation on the cover of this RFP and must be accompanied by an updated form.

Firm Name: _____

Address: _____

Prime Contact Name: _____ Title: _____

e-mail Address: _____

Telephone Number: _____ Fax: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment 8

Non Collusive Bidding Certification

In accordance with Section 139-d of the State Finance Law:

- (a) By submission of this bid, bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
1. The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid was made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items or services being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute a disclosure within the meaning stated above.

The bidder certifies adherence to all conditions in the Bidding Practices subsection of this RFP.

Bidder's Name: _____

Bidder's Address: _____

Authorized Signature: _____

Name: _____

Title: _____

Executive Order 127

Form 1 - Contractor Disclosure of Contacts

Instructions:

New York State Executive Order Number 127 (EO 127) provides for increased disclosure in the public procurement process through identification of persons or organizations whose function is to influence procurement contracts, public works agreements and real property transactions.

In general, a procurement contract is defined as a contract, agreement or subsequent amendment involving an annualized expenditure in excess of \$15,000.00, but does not include those contracts that by law must be awarded to the lowest responsible bidder or based on the lowest price.

In the first instance, Section II, paragraph 1 of EO 127 obligates a covered agency or authority to obtain identifying information on every person or organization retained, employed or designated by or on behalf of the contractor to attempt to influence the procurement process. The covered agency or authority is also obligated to collect information on whether such person or organization has a financial interest in the procurement.

Thereafter, Section II, paragraph 2 of EO 127 continues to obligate a covered agency or authority to obtain such identifying information on every person or organization subsequently retained, employed or designated by or on behalf of the contractor to attempt to influence the procurement process. A covered agency or authority shall ensure that a contractor informs such agency or authority of persons or organizations subsequently retained, employed or designated by or on behalf of the contractor before the agency or authority is contacted.

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Attachment 9 (page 2 of 6)

Executive Order 127

Contractor Disclosure of Contacts Form (cont.)

This form shall be completed and submitted with your bid/proposal or offer in accordance with Executive Order Number 127 (EO 127). Failure to complete and submit this form shall result in a determination of non-responsiveness and disqualification of the bid, proposal or offer. If at the time of submission of this form, the specific name of a person authorized to attempt to influence a decision on your behalf is unknown, you agree to provide the specific person's information when it is available. You also agree to update this information during the negotiation or evaluation process of this procurement, and throughout the term of any contract awarded to your company pursuant to this bid/proposal or offer.

Name of Contractor:

Address: _____

Name and Title of Person Submitting this Form:

Is this an initial filing in accordance with Section II, paragraph 1 of EO 127 or an updated filing in accordance with Section II, paragraph 2 of EO 127? **(Please circle):**

Initial filing

Updated filing

The following person or organization was retained, employed or designated by or on behalf of the Contractor to attempt to influence the procurement process:

Name: _____

Address: _____

Telephone Number: _____

Place of Principal Employment: _____

Occupation: _____

Does the above named person or organization have a financial interest in the procurement?
(Please circle) Yes No

Attachment 9 (page 3 of 6)

Executive Order 127

(i) Form 2 - Contractor Disclosure of Prior Non-Responsibility Determinations

Instructions:

New York State Executive Order Number 127 (EO 127) obligates a covered agency or authority to make a determination of responsibility of the proposed awardee for a procurement contract. EO 127 mandates consideration of whether a contractor has intentionally provided false or incomplete information under such Order within the last five years, and whether a contractor has failed to timely disclose accurate and complete information or otherwise cooperate in the implementation of the Order. For more information on responsibility determinations, please see the New York State Procurement Bulletin entitled “*Best Practices - Determining Vendor Responsibility*” issued by the New York State Procurement Council, May 1999, for more information on responsibility determinations. See <http://www.ogs.state.ny.us/procurecounc/pdfdoc/BestPractice.pdf>.

In accordance with section II, paragraph 6 of EO 127, a covered agency or authority is precluded from awarding a procurement contract to a contractor with a finding of non-responsibility under the Order unless it makes a finding, on the record, that such contract is in the best interests of the State, notwithstanding the prior finding of non-responsibility. Such agency or authority must prepare a statement describing the basis of such determination and include it in its procurement record.

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Attachment 9 (page 4 of 6)

Contractor Disclosure of Prior Non-Responsibility Determinations

Name of Contractor: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Has any covered agency or authority made a finding of non-responsibility regarding the Contractor in the last five years? **(Please circle):**

No

Yes

If yes, was the basis for the finding of the Contractor's non-responsibility due to the intentional provision of false or incomplete information required by Executive Order Number 127? (Please circle):

No

Yes

If yes, please provide details regarding the finding of non-responsibility below.

Covered Agency or Authority: _____

Year of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

Has any covered agency or authority terminated a procurement contract with the Contractor due to the intentional provision of false or incomplete information required by Executive Order Number 127?

(Please circle):

No

Yes

Attachment 9 (page 5 of 6)

Executive Order 127

Form 3 - Contractor Certification of Compliance with Executive Order 127

Instructions:

New York State Executive Order Number 127 (EO 127), section II, paragraph 7 requires that every procurement contract subject to its provisions contain a certification that all information provided to the soliciting agency or authority regarding EO 127 is complete, true and accurate. There are several ways the certification can be obtained. One way is through the addition of the certification language to the miscellaneous clauses portion of the contract. A second way is through an addition to an appendix that sets forth agency-specific clauses. A third way is by adding a contractor certification to the existing signature page of the contract. For the purposes of this model language, a contractor certification has been added to the recommended signature page set forth in Bulletin Number G-111 (revised May 20, 2003) from the Office of the State Comptroller. For ease of use, the contractor certification language is indicated in italics within that Bulletin. Regardless of the means selected by the covered agency or authority, the language is fundamentally the same.

The form contains language suggestions for inclusion in either a miscellaneous section of a proposal or of the contract or within an appendix setting forth agency-specific terms and conditions (depending on whether the organization incorporates the terms of its solicitation into the contract).

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Attachment 9 (page 6 of 6)

Contractor Certification of Compliance with Executive Order 127

Contractor certifies that all information provided to the Agency with respect to Executive Order Number 127 is complete, true and accurate.

Contract Number _____

Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____

Date: _____

Name: _____

Title: _____

Article II. Contractor Certification:

I certify that all information provided to the Agency with respect to Executive Order Number 127 is complete, true and accurate.

By: _____

Date: _____

Name: _____

Title: _____

Contractor: _____

Address: _____

**Procurement Lobbying Act
Offerer Disclosure of Prior Non-Responsibility Determinations**

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

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Attachment 10 (page 2 of 4)

Procurement Lobbying Act
Offerer Disclosure of Prior Non-Responsibility Determinations

Procurement Description, Contract or Bid Number: Information Technology Consulting Services RFP #06-102

Offerer Name: _____

Offerer Address: _____

Telephone Number: _____

e-Mail Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any New York State agency or authority made a finding of non-responsibility regarding the Offerer in the last four years? (Please circle):

No Yes

If yes, please answer the following questions:

2. Was the basis for the finding of the Offerer's non-responsibility due to a violation of State Finance Law 139-j? (Please circle):

No Yes

3. Was the basis for the finding of the Offerer's non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

Attachment 10 (page 3 of 4)

Procurement Lobbying Act
Offerer Disclosure of Prior Non-Responsibility Determinations continued

4. If you responded yes to Questions 1, 2 or 3 , please provide details regarding the finding of non-responsibility below:

Government Entity:

Date of Finding of Non-responsibility:

Facts Underlying Finding of Non-Responsibility (Add additional pages as necessary)

5. Has any New York State agency or authority terminated a procurement contract with the Offerer due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

If you responded yes to the above question, please provide details regarding the termination below:

Government Entity: _____

Date of Finding of Non-responsibility: _____

Facts Underlying Finding of Non-Responsibility: (Add additional pages as necessary)

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

By: *(Signature)*: _____

Name: *(Please print)* _____

Date: _____

New York State Department of Taxation and Finance
Request for Proposal (RFP) 06-102
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Attachment 10 (page 4 of 4)

Procurement Lobbying Act
Offerer's Certification of Compliance with State Finance Law 139-k(5)

New York State Finance Law 139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law 139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Government Entity with respect to State Finance Law 139-k is complete, true and accurate.

Offerer Certification

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

By: *(signature)* _____

Date: _____

Procurement Description, Contract or Bid Number:

Name *(Please print)*: _____

Title: _____

Offerer Name: _____

Offerer Address: _____

Telephone Number: _____

e-Mail Address: _____

**New York State Department of Taxation and Finance
Request for Proposal (RFP) 06-102
Information Technology Consulting Services**

Attachment 11

DTF-202 (3/00)

**New York State Department of Taxation and Finance
Agreement to Adhere to the Secrecy Provisions of the Tax Law
and the Internal Revenue Code**

The New York State Tax Law and the Department of Taxation and Finance impose secrecy restrictions on:

- all officers, employees, and agents of the Department of Taxation and Finance;
- any person engaged or retained by this department on an independent contract basis;
- any depository, its officers and employees, to which a return may be delivered;
- any person who is permitted to inspect any report or return;
- contractors and workmen hired by the department to work on its equipment, buildings, or premises, or to process returns or other papers; and
- visitors to the department's buildings or premises.

Except in accordance with proper judicial order or as otherwise provided by law, it is unlawful for anyone to divulge or make known in any manner the contents or any particulars set forth or disclosed in any report or return required under the Tax Law. Computer files and their contents are covered by the same standards and secrecy provisions of the Tax Law and Internal Revenue Code that apply to physical documents.

Any unlawful disclosure of information is punishable by a fine not exceeding \$10,000, imprisonment not exceeding one year, or both. State officers and employees making unlawful disclosures are subject to dismissal from public office for a period of five years.

Unauthorized disclosure of automated tax systems information developed by the department is strictly prohibited. Examples of confidential systems information include: functional, technical, and detailed systems design; systems architecture; automated analysis techniques; systems analysis and development methodology; audit selection methodologies; and proprietary vendor products such as software packages.

The Internal Revenue Code contains secrecy provisions which apply to federal tax reports and returns. Pursuant to sections 6103 and 7213 of the Internal Revenue Code, penalties similar to those in the New York State law are imposed on any person making an unauthorized disclosure of federal tax information. In addition, section 7213A of the Internal Revenue Code was enacted to prohibit the unauthorized inspection of returns or return information (also known as "browsing"). The unauthorized inspection of returns or return information by state employees is punishable by a fine not exceeding \$1000 for each access, or by imprisonment of not more than one (1) year, or both, together with the cost of prosecution.

I certify that I have read the above document and that I have been advised of the statutory and Department of Taxation and Finance secrecy requirements; I certify that I will adhere thereto, even after my relationship with the department is terminated.

Organization: _____

Signature _____ Date _____

Name: _____ Social security number: _____

Address Street: _____

City: _____ State _____ ZIP code _____

Attachment 12 (page 1 of 4)

CONTRACTOR NAME: _____

CONTRACT #: _____

**ACKNOWLEDGMENT OF CONFIDENTIALITY OF INTERNAL
REVENUE SERVICE TAX RETURN INFORMATION**

I _____, hereby acknowledge that I have read the quoted provisions of sections 6103, 7213, 7213A and 7431 of the Internal Revenue Code (IRC) which are attached to this acknowledgment and I understand that IRC section 6103 imposes strict confidentiality requirements on current and former officers and employees of the Contractor who have or have had access to Federal tax returns or return information. I understand that sections 7213, 7213A and 7431 of the IRC impose civil and criminal penalties for unauthorized inspection or disclosure of any tax return or return information. I further understand that:

1. All Federal tax returns and return information disclosed to the Contractor are confidential pursuant to IRC section 6103(a), and may not be disclosed by any current or former officer or employee of The Contractor except as authorized by the IRC;
2. All tax returns or return information disclosed to the Contractor may be used only for permissible purposes as outlined in IRC section 6103(n);
3. Willful unauthorized inspection or disclosure of tax returns or return information by a current or former officer or employee of the Contractor is prohibited under the terms of IRC sections 7213(a)(1) and 7213(A)(a)(1). Willful unauthorized disclosure of a tax return or return information is punishable as a felony by a fine in any amount not exceeding \$5,000, imprisonment of not more than five years, or both, together with the costs of prosecution. Willful unauthorized inspection of a tax return or return information is punishable by a fine of up to \$1,000 and/or imprisonment of up to one year, together with the costs of prosecution;
4. Under the terms of IRC section 7431(a)(2), a taxpayer may bring a civil lawsuit to recover damages from an officer or employee of the Contractor who has disclosed, knowingly or by reason of negligence, such taxpayer's tax return or return information in violation of any provision of IRC section 6103; and
5. The civil and criminal penalty provisions apply even if the unauthorized disclosures were made after employment has ceased with the Contractor

Additionally, I acknowledge and understand that violation of these requirements of confidentiality could result in disciplinary action, including termination of employment.

SIGNED: _____ DATE: _____

Attachment 12 (page 2 of 4)
**INTERNAL REVENUE CODE
SELECTED CONFIDENTIALITY PROVISIONS
PERTAINING TO CONTRACTORS**

Internal Revenue Code (IRC) Section 6103 imposes strict confidentiality requirements on contractors and their employees who have access to Federal tax returns or return information.

Section 6103, CONFIDENTIALITY AND DISCLOSURE OF RETURNS AND RETURN INFORMATION, provides *in part*:

- (a) GENERAL RULE - Returns and return information shall be confidential, and except as authorized by this title –
- (1) no other person (or officer or employee thereof) who has or had access to returns or return information under subsection (n), shall disclose any return or return information obtained by him in any manner in connection with his service as such an officer or an employee or otherwise or under the provisions of this section. For purposes of this subsection, the term "officer or employee" includes a former officer or employee.
 - (2) CERTAIN OTHER PERSONS – Pursuant to regulations prescribed by the Secretary, returns and return information may be disclosed to any person, including any person described in section 7513(a), to the extent necessary in connection with the processing, storage, transmission, and reproduction of such returns and return information, the programming, maintenance, repair, testing, and procurement of equipment, and the providing of other services, for purposes of tax administration.

IRC Sections 7213, 7213A, and 7431 impose criminal and civil penalties for unauthorized disclosure or inspection of any tax return or return information.

Section 7213, UNAUTHORIZED DISCLOSURE OF INFORMATION, provides *in part*:

- (a) RETURNS AND RETURN INFORMATION -
- (1) FEDERAL EMPLOYEES AND OTHER PERSONS. - It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)). Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution...
 - (2) STATE AND OTHER EMPLOYEES - It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103 (b)) acquired by him or another person under subsection (d), (i)(3)(B)(i) or (7)(A)(ii), (l)(6), (7), (8), (9), (10), (12), (15), or (16) or (m)(2), (4), (5), (6), or (7) of section 6103. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

Section 7213(A), UNAUTHORIZED INSPECTION OF RETURNS AND RETURN INFORMATION, provides *in part*:

(a) PROHIBITIONS -

(1) FEDERAL EMPLOYEES AND OTHER PERSONS - It shall be unlawful for

(B) any person described in section 6103(n) or an officer or employee of any such person, willfully to inspect, except as authorized in this title, any return or return information.

(b) PENALTY -

(1) IN GENERAL - Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

Section 7431, CIVIL DAMAGES FOR UNAUTHORIZED INSPECTION OR DISCLOSURE OF RETURNS AND RETURN INFORMATION, provides *in part*:

(a) IN GENERAL -

(2) INSPECTION OR DISCLOSURE BY A PERSON WHO IS NOT AN EMPLOYEE OF THE UNITED STATES - If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against such person in a district court of the United States.

(b) EXCEPTIONS - No liability shall arise under this section with respect to any inspection or disclosure -

(1) which results from a good faith, but erroneous, interpretation of section 6103, or

(2) which is requested by the taxpayer.

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Attachment 12 (page 4 of 4)

- (c) DAMAGES - In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of -
- (1) the greater of -
- (A) \$1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or
- (B) the sum of -
- (i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus
- (ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus
- (2) the costs of the action.
- (d) PERIOD FOR BRINGING ACTION - Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure.
- (e) NOTIFICATION OF UNLAWFUL INSPECTION AND DISCLOSURE - If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of -
- (1) paragraph (1) or (2) of section 7213(a),
- (2) section 7213(A), or
- (3) subparagraph (B) of section 1030(a)(2) of title 18, United States Code,
- the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure.
- (f) DEFINITIONS - For purposes of this section, the terms "inspect", "inspection", "return", and "return information" have the respective meanings given such terms by section 6103(b).

New York State Department of Taxation and Finance
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Attachment 13



New York State Department of Taxation and Finance

Contractor Certification
(Pursuant to Section 5-a of the Tax Law)

ST-220
(9/05)

For more information, see Publication 222, *Question and Answers Concerning Tax Law Section 5-a*.

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

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 that to the best of my knowledge:

Part I. Contract not covered by section 5-a of the Tax Law

(Mark an X in the box if this statement is applicable. If you mark this box, you do not have to complete Parts II through V.)

The requirements of section 5-a of the Tax Law do not apply to this contract *(provide a separate explanation and attach to this form)*.

(If you did not mark the box next to the statement in Part I, mark an X next to the applicable statement in Parts II through IV and, if applicable, Part V.)

Part II. 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 quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available, and is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor is listed on Schedule A of this certification.

As of the date 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 quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available.

Part III. Affiliate registration status

As of the date of this certification, the contractor does not have any affiliates.

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 quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available, and each affiliate exceeding the \$300,000 cumulative sales threshold during such periods is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such periods on Schedule A of this certification.

The contractor has one or more affiliates and, as of the date of this certification, 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 quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available.

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Part IV. Subcontractor registration status

- As of the date of this certification, the contractor does not have any subcontractors.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it 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 quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available. Each subcontractor informing the contractor that it has made sales in excess of the \$300,000 cumulative sales threshold during such periods has further informed the contractor that it is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such periods on Schedule A of this certification.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it 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 quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available.

Part V. Subcontractor affiliate registration status

- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it does not have any affiliates.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has any 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 quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available. Each subcontractor informing the contractor that it has one or more affiliates having made sales in excess of the \$300,000 cumulative sales threshold during such periods has further informed the contractor that each such affiliate is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor affiliate exceeding the \$300,000 cumulative sales threshold during such periods on Schedule A of this certification.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has no affiliate 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 quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available.

Sworn to this ____ day of _____, 20 ____

(signature)

(title)

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Instructions

General information

Section 5-a of the Tax Law requires contractors awarded contracts valued at more than \$15,000 by state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors are registered to collect New York State and local sales and compensating use taxes. Contractors, affiliates, subcontractors and subcontractor affiliates must be registered 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 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which certification of registration is made and for which information is available. Certification of registration must be made before the contract can be approved by the Office of the State Comptroller, or other responsible party if OSC is not required to approve the contract. In addition, certification of registration must be made at specified intervals during the contract term.

For more detailed information regarding section 5-a of the Tax Law, see Publication 222, *Questions and Answers Concerning Tax Law Section 5-a*.

Meaning of terms used in section 5-a of the Tax Law

Contractor means a person awarded a contract.

Person includes an individual, partnership, limited liability company, society, association, joint-stock company, corporation, estate, receiver, trustee, assignee, referee and any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, and any combination of the foregoing.

Contract means an agreement between a contractor and a covered agency for the sale of commodities or services having a value in excess of \$15,000.

Covered agency means New York State, any department, board, bureau, commission, division, office, council or agency of New York State, and a public authority or public benefit corporation.

Sale means any transfer of title or possession or both, exchange or barter, rental, lease or license to use or consume. For computer software, the term *sale* also includes the right to reproduce the software.

Commodities include **either** commodities as defined for New York procurement law purposes, or tangible personal property as defined for New York State and local sales and compensating use tax law purposes. For procurement law purposes, the term *commodities* means (other than with respect to contracts for State printing) material goods, supplies, products, construction items, or other standard articles of commerce other than technology which are the subject of any purchase or other exchange. For New York State and local sales and compensating use tax law purposes, the term *tangible personal property* means corporeal personal property of any nature having a material existence and perceptible to the human senses. Tangible personal property includes without limitation: (1) raw materials, such as wood, metal, rubber and minerals; (2) manufactured items, such as gasoline, oil, diesel motor fuel and kero-jet fuel, chemicals, jewelry, furniture, machinery and equipment, parts, tools, supplies, computers, clothing, motor vehicles, boats, yachts, appliances, lighting fixtures, building materials; (3) pre-written, off-the-shelf software; (4) artistic items, such as sketches, paintings, photographs, moving picture films, and recordings; (5) animals, trees, shrubs, plants, and seeds; (6) bottled

water, soda, beer; (7) candy and confections; (8) cigarettes and tobacco products; (9) cosmetics and toiletries; (10) coins and other numismatic items, when purchased for purposes other than for use as a medium of exchange; (11) postage stamps, when purchased for purposes other than mailing; and (12) precious metals in the form of bullion, ingots, wafers and other forms. Tangible personal property does **not** include real property or intangible personal property.

Services include **either** services as defined for New York procurement law purposes, or taxable services as defined for New York State and local sales and compensating use tax law purposes. For procurement law purposes, the term *services* means (other than with respect to contracts for State printing) the performance of a task or tasks and may include a material good or a quantity of material goods, and which is the subject of a purchase or other exchange. For procurement law purposes, technology is a service. The term *services* for procurement law purposes does **not** apply to contracts for architectural, engineering or surveying services, or to contracts with not-for-profit organizations approved in accordance with Article 11-B of the State Finance Law. For New York State and local sales and compensating use tax law purposes, the term *taxable services* includes: 1) providing information by printed, mimeographed or multigraphed matter or by duplicating written or printed matter in any other manner, including the services of collecting, compiling, or analyzing information of any kind or nature and furnishing reports thereof to other persons; 2) processing, assembling, fabricating, printing, or imprinting tangible personal property furnished by a customer who did not purchase the tangible personal property for resale; 3) installing tangible personal property, or maintaining, servicing, or repairing tangible personal property that is not held for sale by the purchaser of the service; 4) storing tangible personal property that is not being held for sale, and the rental of safe deposit boxes or similar space; 5) maintaining, servicing or repairing real property, whether inside or outside buildings; 6) providing parking, garaging or storing for motor vehicles; 7) interior decorating and designing services; 8) protective and detective services; and 9) furnishing entertainment or information services by means of telephony or telegraphy.

Affiliate means a person which, through stock ownership or any other means, directly, indirectly or constructively controls another person, is controlled by another person, or is, along with another person, under the control of a common parent.

Subcontractor means a person providing commodities or performing services for a contractor or another subcontractor in fulfillment of a contract

Emergency means an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

Completing Form ST-220

Identification information

Contractor name: Enter the exact legal name of the person who is contracting to provide commodities or services to a covered agency.

Contractor's principal place of business: Enter a street address, not a PO box number.

Mailing address: Enter the address where the contractor receives mail, if different than the principal place of business.

Covered agency: Enter the name of the covered agency awarding the contract.

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Covered agency use only

Contract number or description: If the contract has been assigned a number by the covered agency, enter that number. If a number has not been assigned, provide a brief description of the nature of the contract.

Estimated contract value: Enter the estimated contract value for the full term of the contract, but excluding any renewal terms.

Certification statement

If the contractor is a corporation, the certification must be completed by the president, vice president, treasurer, assistant treasurer, chief accounting officer, or other officer authorized by the corporation. If the contractor is a partnership, the statement must be completed by a partner or person authorized by the partnership. If the contractor is a limited liability company, the statement must be completed by a member of the LLC and be authorized by the LLC.

The person signing this certification must also complete the *Individual, Corporation, Partnership, or LLC Acknowledgement* (see page 3) and have it notarized.

Part I – Contract not covered by section 5-a of the Tax Law

If the contract is not covered by section 5-a of the Tax Law, mark an **X** in the box and attach a separate explanation as to why the contract is not covered. You do not have to complete Parts II through V. You must sign and have the certification acknowledged.

A contract would not be covered by section 5-a of the Tax Law if: 1) the covered agency began the procurement before January 1, 2005; 2) the procuring entity is not a *covered agency* within the meaning of section 5-a; 3) the contract does not have a value in excess of \$15,000; 4) the contract is not for commodities or services as such terms are defined for purposes of section 5-a; or 5) the contract is sole source, and is necessary to address an emergency, ensure the provision of essential services, or ensure the public health, safety and welfare.

Parts II through V

If the contract is covered under section 5-a of the Tax Law, you must mark an **X** in one box in Part II through Part IV and, if applicable, Part V. You must also sign and have the certification acknowledged, and complete Schedule A, if required.

For purposes of calculating if the contractor, contractor affiliate, subcontractor or subcontractor affiliate must be reported, the \$300,000 cumulative sales threshold includes all sales made by the entity to tax-exempt purchasers.

Schedule A

List the contractor, or an affiliate, subcontractor or subcontractor affiliate in Schedule A only if such person exceeded the more than \$300,000 cumulative sales threshold during the specified periods.

In addition, for each person listed in the Schedule A, proof of registration with the Tax Department for New York State and local sales and compensating use tax purposes is required. Proof of registration may be provided by furnishing a copy of the person's *Certificate of Authority* (a document issued by the Tax Department authorizing a person to collect and pay over New York State and local sales and compensating use taxes), or, if the *Certificate of Authority* is not available, registration may be verified by calling the Tax Department's Business Tax Information Center at 1 800 972-1233.

Column A – Relationship to the contractor

The contractor should enter a **C** in column A. It is not necessary for the contractor to complete columns B through E since this information has been provided on page 1.

If the person listed in column B is an affiliate of the contractor, enter an **A**; if a subcontractor, enter an **S**; if an affiliate of a subcontractor, enter **SA**.

Column B – Name

Enter the exact legal name as registered with the New York Department of State of each corporation or limited liability company. If the person is a partnership or sole proprietor, enter each partner's or the owner's given name. If the person uses a different name or DBA (doing business as), enter that name as well.

Column C – Address

Enter the street address of the person's principal place of business. Do not enter a PO box.

Column D – ID number

If the person listed in column B is an individual, enter the social security number of that person. Otherwise enter the employer identification number (EIN) assigned to the person.

Column E – Sales tax ID number

Enter the sales tax identification number, if different from the federal employer identification number.

Column F – Proof of registration

Enter **CA** and attach a copy of the *Certificate of Authority* for the person.

If the *Certificate of Authority* is not available and if the person is registered with the Department of Taxation and Finance and has verified this status with the DTF, enter **RC**.

Return a signed and acknowledged original Form ST-220, and a copy, to the procuring covered agency.

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Appendix A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6.a).

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

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

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

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

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

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9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the

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requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

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

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

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

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
<http://www.empire.state.ny.us>

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

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- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

September 2004

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Information Technology Consulting Services

Appendix B – Preliminary Contract

**NEW YORK STATE
DEPARTMENT OF TAXATION AND FINANCE
C400XXX**

THIS AGREEMENT made this DD of MONTH, YYYY 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”) and VENDOR NAME, with principal place of business located at VENDOR ADDRESS (hereinafter referred to as the “Contractor”).

WHEREAS, the Department issued Request for Proposal (RFP) 06-102 on May 22, 2006 , for Information Technology Consulting Services; and

WHEREAS, the Contractor timely submitted a bid proposal to provide the services set forth in RFP 06-102; and

WHEREAS, pursuant to **Section VIII** of said RFP, the Contractor was determined to have the highest ranking proposal and has been determined capable of providing the required services; and

WHEREAS, the Contractor is prepared to undertake performance of Information Technology Consulting Services according to the terms of this Agreement.

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 means this contract C400XXX, which includes all documents identified in **Article II: Entirety of Agreement**.

Attorney General means the Attorney General of the State of New York, or designee.

Base Contract means that portion of the Agreement preceding the signatures of the parties in execution.

Consulting means “the qualified, professional ability of the Contractor to offer analysis, recommendations, design, system integration, technological or programming expertise to DTF relating to information technology systems associated with the Categories of Expertise defined in Exhibit B.

Contractor means a bidder to whom a contract is awarded to as a result of RFP 06-102. A Contractor may be a Primary or Secondary Contractor as described in Section IX of the RFP, Post Award Process.

Dispute Resolution means the process set forth in Article XI for resolving disputes arising under this Agreement.

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

Proposal means the Proposal submitted by Contractor in response to RFP 06-102, and any written clarifications thereto made by Contractor. The Proposal is attached hereto as Contractor’s Proposal.

RFP means the Information Technology Consulting Services Request for Proposal issued by DTF on May 22, 2006 (RFP 06-102) including all appendices and exhibits contained therein, and any written clarifications or amendments thereto made by DTF. The Request for Proposal is attached as RFP 06-102.

Article II. Entirety of Agreement

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This Contract C400XXX shall consist of the documents listed below, which are fully incorporated by reference. In the event of a conflict between or among the provisions of the Contract, such conflict shall be resolved by reference to the documents in the order listed with Appendix A having precedence:

Appendix A of the RFP: Standard Clauses for New York State Contracts;

Attachment 11 of the RFP: DTF-202 Agreement to Adhere to the Secrecy Provisions of the Tax Law and Internal Revenue Code;

Attachment 12 of the RFP: Acknowledgment of Confidentiality of Internal Revenue Service Tax Return Information and Tax Revenue Code Selected Confidentiality Provisions Pertaining to Contractors;

Base Contract;

Contractor Proposal Clarifications;

Contractor Proposal, excluding clarifications;

Amendments and Clarifications to the RFP, including Questions and Answers;

Department's RFP, excluding Appendix A, Attachments 11 and Attachment 12.

Article III. Contractor Responsibilities

The Contractor hereby agrees to provide all services as set forth herein and in RFP 06-102 and the Contractor's bid proposal in response to said RFP.

The Contractor will provide resources as set forth in Section IX of the RFP.

The Contractor's resources will submit weekly timesheets in the format prescribed by the Department.

The Contractor will comply with the Secrecy requirements set forth in Article VII herein.

The Contractor must not disclose the 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.

Photo Identification (ID) cards will be required for access to DTF locations. The Contractor is responsible for the cost which is currently \$10.00. The Photo ID card system will be created using the photos and signatures on file with the Department of Motor Vehicles (DMV). If an individual has not yet updated their old 19 digit Driver's license or Non-driver Identification Card to a new 9 digit Driver's License or Non-Driver Identification Card number, this update must be obtained from the local DMV office. Those individuals that do not have a NYS driver or non driver id will be required to go to DMV to have their picture taken. For information regarding what is necessary as proof of identity to obtain a photo, please refer to the following website: www.nysdmv.com/idlicense.htm#idpoints. Individuals will be required to sign form ID-1 which gives consent to DMV to use the digitized photograph, DMV ID number and signature on file to produce a Photo ID card.

Article IV. Department Responsibilities

The Department will compensate the Contractor for said Information Technology Consulting Services based on the terms set forth herein under Article VI, Fees and Payment.

Article V. Contract Term

The Contract term will be for a three year period with two one year renewals. The term of the Contract will commence upon approval of the Office of the New York State Comptroller. Renewals shall be accomplished through written amendment with the mutual agreement of the parties.

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During the term of the contract a work assignment may extend beyond the contract termination date to allow for completion of a specific assignment. Such assignment extension shall be accomplished through written amendment with the mutual consent of the parties. The terms and conditions of this Agreement shall apply through expiration of any extension.

This Agreement and any subsequent amendments, including renewals and assignment extensions, require the approval of the Offices of the New York Attorney General (AG) and the New York State Comptroller (OSC) for their execution.

The provisions of Appendix A, Article VII (Secrecy) and Article XIV (Indemnification and Limitation of Liability) shall survive termination of this Agreement including any renewal or assignment extension or amendment.

Article VI. Fees and Payment

Contractor will be reimbursed as set forth in Attachment G and Section V of the RFP. Payment for services performed hereunder will be made monthly, in arrears, upon receipt of a proper invoice in accordance with Article 11A of the New York State Finance Law.

On a monthly basis the Contractor will submit to the Department a statement of amounts due, for review and approval. Such statements must include resource name and title, hours worked, hourly rate and contract number.

When travel is required, meals and lodging, and mileage will be reimbursed in accordance with the NYS Travel Guidelines in effect at the time of travel. The Guidelines can be found at <http://nys.osc.state.ny.us/agencies/travel/travel.htm>. Receipts for commercial transportation, lodging and meals will be required for submittal with invoices.

Article VII. Secrecy Provisions

A. Required Forms

The Contractor will require each employee assigned to this Agreement to sign form **DTF-202 Agreement to Adhere to the Secrecy Provision of the Tax Law and the Internal Revenue Code** as set forth in **Attachment 11** of the RFP; and form **Acknowledgment of Confidentiality of Internal Revenue Service Tax Return Information and Internal Revenue Code Selected Confidentiality Provisions Pertaining to Contractors** as set forth in **Attachment 12** of the RFP. The Federal Acknowledgment must be signed annually. Both forms will be retained by the Contractor and provided to the Department upon request.

B. New York State Department of Taxation and Finance Secrecy Provisions

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

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

The Contractor and all staff members shall agree not to divulge or use, for their own benefit or the benefit of others, confidential tax administration information; and to subscribe to § 73 and 74 the Public Officers Law (See **Exhibit 1: Public Officers Law § 73 and 74**).

C. Federal Secrecy Provisions

In performance of this Agreement, the Contractor agrees to comply with and assume responsibility for compliance by his/her employees with the following requirements:

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1. All work will be done under the supervision of the Contractor or the Contractor's employees.
2. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Disclosure to anyone other than an officer, or employee of the Contractor will be prohibited.
3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
4. The Contractor certifies that the data processed during the performance of this Agreement will be completely purged from all data storage components of his/her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
5. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or its designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.
6. All computer systems processing, storing, or transmitting of Federal tax information must meet DoD Trusted Computer Security Evaluation Criteria (DoD 5200.28-STD) C2 class. To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
7. No work involving Federal tax information furnished under this Agreement will be subcontracted without prior written approval of the IRS. The IRS will be notified at least 45 days in advance of any proposed subcontracting of work performed under this Agreement.
8. The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
9. The agency will have the right to void the Agreement if the Contractor fails to provide the safeguards described above.

CRIMINAL/CIVIL SANCTIONS

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

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Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable, or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC sections 7213A and 7431.

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

INSPECTIONS

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

Article VIII. Information Security and Notification Law

Contractor expressly agrees to comply with the provisions of Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws 2005, commonly known as the Information Security Breach and Notification Act (the "ISBNA" or "Act"), and any future amendments thereto. Contractor shall comply with all obligations imposed by the notice provisions of the ISBNA with respect to any computerized "private information" (as defined in the Act) received, handled, processed, uploaded, or maintained by Contractor on behalf of DTF under this Contract. In the event of a "breach of the security of the system" (as defined by the Act), Contractor shall immediately notify DTF upon discovery or notification of such breach. Such notice to DTF shall be made in one of the following ways: by contacting the Contractor's DTF liaison for the contract, or by e-mail to bfs_contracts@tax.state.ny.us, or by telephone to (518) 457-0954. When directed by DTF, Contractor shall immediately commence an investigation, in cooperation with DTF, to determine the scope of the breach and to restore the security of the system. Contractor shall be responsible for providing all notifications to all required recipients including, in accordance with New York State policy, non-New York State residents whose private information may have been exposed as a result of the breach, and all costs associated with providing such notices shall be borne by the Contractor. However, Contractor shall first consult with and receive authorization from DTF *prior* to making any notifications to any individuals, the State Office of Cyber Security and Critical Infrastructure Coordination, the State Consumer Protection Board, the Attorney General's Office or any consumer reporting agencies, of a breach of the security of the system, or concerning making any determination to delay notifications due to law enforcement investigations. Contractor agrees that DTF shall have final approval over the form, content, mode of transmission, and timing of any notice to be provided in accordance with the Act.

Nothing contained herein shall be interpreted as reducing or altering Contractor's obligations under the Act, including section 899-aa of the General Business Law.

Article IX. Reserved Rights

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

- 1) The Department shall have the right to require the removal of any Contractor staff assigned to this Contract for work related cause upon written notification to the Contractor. Such notification shall set forth the reasons for the request for removal. In such event, Contractor shall promptly provide a substitution.

The Department reserves the right to request a copy of Federal Form I-9, Employment Eligibility Verification, for each individual assigned to work at the Department under this contract, 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.

Article X. Ownership

DTF shall have all rights, title and interest (including copyright) of all materials created during the service performance period.

Article XI. Dispute Resolution

The first step of dispute resolution will be through conference between the Department and the Contractor. The party initiating the process shall notify the other party in writing and set forth the issues for resolution and provide all necessary documentation. Unresolved disputes will be arbitrated by the Commissioner of Taxation, or his designee, whose decision is final and binding. During this period all work required hereunder shall be performed. If the Contractor pursues any legal or equitable remedy outside the Department, the Contractor will continue to perform work in accordance with the direction of the Department until such proceedings may be concluded and will continue to be paid, less an amount attributable to the disputed work. Disputes that go to litigation must be pursued in a court of competent jurisdiction of the State of New York. New York law will govern the dispute and venue must be laid in Albany County, New York.

Article XII. Continuing Administrative Requirements

A. Financial Stability

The Contractor must continue to evidence financial stability as a material condition of this contract. Financial stability will be evaluated annually based upon criteria similar to that used in the bidding process to include the reports required for Contractor's particular organizational structure as set forth in Section VI.C.3 of RFP 06-102 and as otherwise required by the Department. In addition to annual financial statements, interim financial statements based on the period ending six-months from the fiscal year end must be submitted for review by the Department within 45 days of the end of the six month financial period. The interim financial statements will be required as set forth in Section VI.C.3 of RFP 06-102.

Contractor shall immediately notify the Department of a significant expansion of the Contractor or a change in ownership. Any significant change in ownership or significant expansion will require a re-evaluation of the contract in its entirety by the Department.

B. Vendor Responsibility

Contractor agrees to evidence vendor responsibility substantially similar to, or superior to, its status as of the execution of this Agreement as a material condition of the same. Contractor further agrees to notify DTF promptly of any material change in vendor responsibility or of a change in ownership. Additionally, Contractor acknowledges that a review of vendor responsibility shall be undertaken prior to any renewal hereunder and that the Department reserves the right to undertake such a review annually upon the anniversary date of this Agreement.

C. Sales and Compensating Use Tax

Contractors shall certify annually on the anniversary date of this agreement and prior to any renewal that the Contractor as well as any affiliates, subcontractors and subcontractors' affiliates making sales

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delivered within New York State have a valid certificate of authority to collect New York State and local sales and compensating use tax. Contractor shall provide such documentation upon request by the Department.

D. Executive Order 127

If this Agreement is renewed or amended, Contractor shall be subject to the Executive Order 127 requirements set forth herein and shall submit such updated Executive Order 127 forms as are required by the Department.

Article XIII. Termination

A. Termination for Cause

In addition to the termination rights set forth in this Agreement, the Department reserves the right to terminate the contract immediately upon written notice as follows:

If the Contractor fails to perform its obligations as set forth in Article VII (Secrecy), this Agreement may be cancelled immediately upon written notice. At its sole discretion, the Department may elect not to allow a cure period for such failure.

Otherwise, if the Contractor fails to perform its material obligations under this contract and does not, within ten calendar days after receiving written notice from the Department describing the alleged material failure, either,

1. Cure the material failure; or
2. If the material failure is one that cannot be reasonably cured within 10 calendar days after receiving written notice from the Department, then the Department may either terminate this Agreement, in whole or in part, and pursue available remedies, subject to the limitations contained in Article XIV (Indemnification and Limitation of Liability) or extend the time of the cure period.

For purposes of this Article, material failure to perform by the contractor is a failure to perform an obligation that the contractor is bound to perform under this Agreement which is so fundamental to the Agreement that the failure to perform the obligation defeats the purpose of the Agreement. Material failure to perform by Contractor shall include, but not limited to:

1. Failure to meet the obligations and responsibilities imposed on the Contractor by Article III.
2. Breach of a material term or condition of any subcontract by Contractor or the subcontractor, if such breach materially impairs Contractor's performance under this Agreement with the reasonable likelihood that a material failure to perform by the Contractor will occur.
3. Contractor is or becomes insolvent or a party to any bankruptcy or receivership proceeding, or any similar action affecting the affairs or property of Contractor.
4. Failure of the Contractor to remain a responsible contractor consistent with applicable New York State law, regulations and/or policy.
5. A finding that the certification filed by the Contractor in accordance with Executive Order 127 was intentionally false or intentionally incomplete.
6. A finding that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete.
7. A finding that the information filed by the Contractor in accordance with the requirements for Vendor Responsibility is incomplete, untrue or inaccurate.
8. Failure of Contractor to maintain vendor responsibility substantially similar to, or superior to, its status as of the execution of this Agreement.
9. Failure of Contractor to maintain financial stability substantially similar to, or superior to, its status as of the execution of this Agreement.
10. A finding that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law was not timely filed during the term of the Contract or the Certification filed was intentionally false or intentionally incomplete.

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If it is subsequently determined for any reason that the Contractor was not in material default or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control and without the fault or negligence of the Contractor, the Department shall have the option, at its sole discretion, to either deem the Notice of Termination to have been issued hereunder to as a termination for convenience of the Department or allow the Contractor to resume performance under the Agreement without an increase in cost.

In the event of termination by DTF for default by Contractor pursuant to this Article, Contractor shall be liable for DTF's direct damages resulting from such material breach, subject to the limitations and exclusions contained in Article XIV (Indemnification and Limitation of Liability).

B. Termination for Convenience

The Department may terminate this contract in whole or in part at any time for convenience upon thirty days written notice to the Contractor without penalty or other early termination charges due. Such termination and/or cancellation shall not give rise to any cause of action against DTF for damages, loss or profits, expenses or future remuneration of any kind.

C. Procedure for Termination

In the event of termination for cause or convenience, the parties agree to cooperate in a manner to effect an orderly termination of the Contract.

If the Department terminates for any reason, the Contractor shall be paid for all acceptable services performed up to the date of termination.

Article XIV. Indemnification and Limitation of Liability

A. Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties required hereunder.

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

For all other claims against the Contractor hereunder where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and such liability for direct damages hereunder shall not exceed the greater of one hundred thousand dollars (\$100,000), the dollar amount of the Contract or two (2) times the charges rendered by the Contractor. Unless otherwise specifically enumerated herein, Contractor shall not be liable for consequential, indirect, special or economic consequential damages, even if Contractor had been advised of the possibility of such damages. Contractor shall not be responsible for loss of records or data unless the Contractor is required to back-up the records or data.

The Department may, in addition to other remedies available to it at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted against them.

B. Intellectual Property Rights

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Contractor will indemnify, defend, and hold the Department harmless, without limitation from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which maybe finally assessed against the Department in any action for infringement of a United State Letter Patent with respect to the products furnished, or of any copyright, trademark, trade secret or other third party proprietary right, provided that the State 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.

In addition to the foregoing, if the use of any item(s) or parts thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its sole expense and sole discretion as the Department's exclusive remedy to take action in the following order of precedence: (1) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (2) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or parts thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the Department up to the dollar amount of the Contract.

The foregoing provision shall not apply to any infringement occasioned by modifications by the Department of any tangible or intangible products without Contractor's approval or the use of any equipment with any adjunct device added by the Department without the consent of Contractor.

In the event that an action at law or equity is commenced against the Department arising out of a claim that the Department's use of a product under this Agreement infringes any patent, copyright or proprietary right and 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 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 this Agreement. Contractor shall in such event protect the interests of the Department and secure a continuance to permit the Department to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses the Department may have.

C. Force Majeure

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor negligence of the Contractor, its officers, employees or agents contributed to such delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fire or floods, or other similar causes beyond the control of the Contractor, or for any of the foregoing which affects subcontractors or suppliers and no alternate source of supply is available to the Contractor. In such event, Contractor shall notify the Department, by certified or registered mail, of the delay or potential delay and the cause(s) thereof either (a) within ten calendar days after the cause which creates or will create the delay first arose if the Contractor 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 Contractor first had reason to believe that a delay could result. The foregoing shall constitute the Contractor'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 Department, any performance so suspended or delayed shall be performed by the Contractor 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 Contract to the Department. In the event of such determination, the Department may immediately terminate the contract with written notice.

D. Breach of Confidentiality

The Contractor shall be 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).

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Article XV: General Terms and Conditions

Invariable Terms and Conditions

Appendix A

The Contractor will read Appendix A (standard Contract Clauses), which is incorporated as part of the Agreement without revision.

Tax Liabilities:

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

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.

Governing Law:

The laws of the State of New York shall be the law that shall govern the interpretation or application of any of the terms or conditions of this Agreement.

Required Approval:

This Agreement will not be effective until approval by the Office of the Attorney General and the Office of the State Comptroller.

Amendments to this Agreement will not be effective until approval by the Office of the Attorney General and the Office of the State Comptroller.

Funding:

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

Accordingly, this Agreement will be performed only as long as the legislature appropriates funds and the Governor allocates such funds to the Department. Failure of New York State to execute a Budget timely may result in the Department being unable to reimburse the Contractor for services provided in the new fiscal year. All work approved and accepted by the Department will subsequently be reimbursed when the Budget has been executed.

Assignment of Rights and Duties:

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or its right, title or interest therein, or its power to execute such Agreement to any other person, company, firm or corporation in performance of the Agreement, other than the assignment of the right to receive monies due hereunder, without the prior written consent of the Department. Prompt notice must be afforded the Department to effect the change of assignment through the Office of the State Comptroller.

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The Department reserves the right to 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 Department agrees to provide the Contractor, 30 day prior written notice of any such assignment.

Continuity of the Agreement

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

Notwithstanding the foregoing, Appendix A, Article VII (Secrecy) and Article XIV (Indemnification and Limitation of Liability) shall survive the term of this Contract.

Cooperation with Third Parties

The Contractor shall cooperate with all persons engaged in performing services for the Department, whether or not related to this Agreement, including, without limitation, Department officers and employees and third-party vendors engaged by the Department.

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 the 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.

Subcontractors

Contractor may subcontract for services performed in connection with this Contract. 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 Contract.

The State 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 or on the List of Debarred Offerers maintained by the Office of General Services under State Finance Law §139-j(10)(b); or
- the Department determines that the company is not qualified, has unsatisfactory contract performance, or service has been previously provided.

In the performance of work under the Contract, Contractor remains primarily liable for the successful completion of all work in accordance with the Contract, and jointly and severally liable for the timely performance of all work or goods/materials furnished pursuant to this contract by third parties acting for or through Contractor. The Contractor shall be so liable even where subcontracting, independent contractors, consortiums or partnering for a portion of the work is expressly authorized under the contract.

Contractor shall remain primarily liable to the Department for the acts and omissions in the performance of services under the Contract of the subcontractors and/or persons either directly or indirectly employed by it or by the subcontractors, as it is for the acts and omissions in the performance of services under the Contract or persons directly employed by the Contractor. Contractor shall not in any way be relieved of any financial, programmatic or service responsibility under the Contract by its agreement with any subcontractor or by the Department's approval of such an agreement with a subcontractor.

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The work performed by the subcontractor must be in accordance with the terms of the Contract including, but not limited to the following:

- Appendix A;
- That subcontractor shall comply with the provisions of section 5-a of the Tax Law and all Secrecy provisions;
- That nothing contained in any agreement with the subcontractor shall impair the rights of the Department;
- That nothing contained herein shall create any contractual relation between any subcontractor and the Department;
- That subcontractor shall maintain all records with respect to work performed; and
- That the DTF shall have the same authority to audit the records of all subcontractors as it does those of the Contractor.

The Department reserves the right to request a list of subcontractors to ensure compliance.

**Authorized Representatives
Notice of Termination**

Where Notice of Termination is to be provided by the Contractor to the Department, the Contractor shall deliver such notice to each of the following individuals:

- Chief Financial Officer
- Director of Procurement Bureau

Where Notice of Termination is to be provided by the Department to the Contractor, the Department shall deliver such notice to each of the following individuals:

To be Provided

Execution of Contract Documents

Where a Provision of this Agreement calls for execution of a contract document, the individuals authorized to execute documents:

- On behalf of the Department are:
- Commissioner
 - Executive Deputy Commissioner
 - Chief Financial Officer
 - Assistant Director, Procurement Bureau

On behalf of the Contractor are:

-To be Provided

Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall not be valid unless in writing and shall be deemed validly given when mailed by registered or certified mail return receipt requested or by means of an overnight courier service offering next day delivery and addressed as follows:

Notices to the Department from the Contractor:

Ms. Janice Piccone, Assistant Director
New York State Department of Taxation & Finance
Office of Budget and Management Analysis
W.A. Harriman Campus
Building #9, Room 234
Albany, NY 12227

Notices from the Department to the Contractor:

To be Provided

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The parties may from time to time, specify any address in the United States as its address for purpose of notices under this contract by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

VENDOR NAME

**NEW YORK STATE DEPARTMENT
OF TAXATION AND FINANCE**

XXXXXXXXXXXXXXXXXXXXX
Signature

XXXXXXXXXXXXXXXXXXXXX
Signature

XXXXXXXXXXXXXXXXXXXXX
Print Name

XXXXXXXXXXXXXXXXXXXXX
Print Name

XXXXXXXXXXXXXXXXXXXXX
Title

XXXXXXXXXXXXXXXXXXXXX
Title

XXXXXXXXXXXXXXXXXXXXX
Date

XXXXXXXXXXXXXXXXXXXXX
Date

XXXXXXXXXXXXXXXXXXXXX
Attorney General

XXXXXXXXXXXXXXXXXXXXX
Office of the State Comptroller

CORPORATION
STATE OF
COUNTY OF

On this _____ day of _____, 2006, before me personally came _____, to me known, who being duly sworn, did depose and say that s/he resides in _____; that s/he is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that s/he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that s/he signed his/her name thereto by like order.

NOTARY PUBLIC