



**STATE OF NEW YORK  
Department of Taxation and Finance**

**Invitation For Bids # 08-14**

**National Change of Address (NCOA) and NIXIE Mail Processing Services**

**IFB Issue Date: September 29, 2008**

**Bid Due Date: October 27, 2008  
By 2:00 PM EST**

**NEW YORK STATE  
DEPARTMENT OF TAXATION AND FINANCE  
INVITATION FOR BIDS (IFB) #08-14  
NATIONAL CHANGE OF ADDRESS (NCOA) AND NIXIE MAIL PROCESSING SERVICES**

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**SCHEDULE OF EVENTS**

*Bid Timetable*

<u>Date</u>	<u>Event</u>	<u>Description/Reference</u>
September 29, 2008	IFB Issued	
October 6, 2008 <i>By</i> <b>*2:00 P.M. EST*</b>	Deadline for Submission of “Offerer Affirmation of Understanding of, and Compliance with, Procurement Lobbying Guidelines”  <i>And</i>  Deadline for Submission of Written Questions and Requests for Clarification(s)	Refer to page 6 for information.  Submit Attachment A.  Refer to page 5 for instruction.
October 20, 2008	Issuance of Department Responses to Written Questions and Requests for Clarification(s)  NOTE: The DTF written responses to bidder questions is the only official DTF record bidders should use in preparing a bid proposal.	DTF responses will be posted on the DTF website. See page 6 for information.
October 27, 2008 <i>By</i> <b>*2:00 P.M. EST*</b>	Final Date for Receipt of Bidder Proposals	See Sections VII and VIII for complete instructions.
October 28, 2008	Bid Opening Date	
November 12, 2008	Tentative Notification of Intent to Award Contract	See Section XI for details.

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***Definitions***

- (A) **“Agency Representative”** - shall mean the authorized representative(s) of DTF identified as such representative(s) in the contract entered into under this IFB.
- (B) **“NCOA<sup>Link</sup> Processing”** - is one of the approved Move Update methods for First-Class Mail and all Standard Mail where Contractors licensed by the United States Postal Service (USPS) match customer files via the National Change of Address Linkage System (NCOA<sup>Link</sup>).
- (C) **“NCOA<sup>Link</sup>”** - is an address correction service provided to mailers through companies licensed by the USPS. Updated change-of-address information for the entire country is provided on a regular basis to the licensees by the USPS. The licensees match mailing lists submitted to them by mailers on tape or disk against the computerized information. If a match is made, NCOA<sup>Link</sup> can correct the address before it is printed.
- (D) **“NIXIE Processing”** - examines the records that NCOA<sup>Link</sup> Processing determines to be deliverable and identifies those that almost match. A footnote or notes indicate why records don't pass match criteria. The customer then decides whether or not to mail to these addresses. The NIXIE option must be run concurrently with NCOA<sup>Link</sup> Processing.
- (E) **“Record”** - a name and address constitutes a record regardless of the number of lines. If the same name and address is repeated in the customer's files, *each* entity will count as one record.
- (F) **“Full-Service Provider”** – is one of the licensing categories of NCOA<sup>Link</sup>. Full Service Providers can provide services to unrelated third parties, which must be at least 51% of their NCOA<sup>Link</sup> processing, and process no more than 49% of files internally. Full Service Providers receive 48 months of Change of Address (COA) data on a weekly basis via DVD from the USPS.

**1. Proposal Questions/Inquiries**

Prospective bidders have the opportunity to submit written questions and/or requests for clarifications regarding this IFB. All questions/inquiries must be submitted via e-mail (preferred), mail or fax and received **by the date and time specified on the Schedule of Events**. Questions/inquiries must reference the relevant page and section of the IFB and the bidder should indicate the name, address, telephone number and e-mail address of the individual submitting the requests.

All questions/inquiries must be directed as follows (e-mail is preferred):

**E-mail:**    [bfsc\\_contracts@tax.state.ny.us](mailto:bfsc_contracts@tax.state.ny.us)  
**Fax:**        (518) 435-8413

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**PREFACE**

**Written Correspondence:**

New York State Department of Taxation and Finance  
Office of Budget and Management Analysis  
Ms. Catherine Golden  
Procurement Bureau  
W. A. Harriman State Office Building Campus  
Building 9, Room 234  
Albany, New York 12227  
Attention: IFB #08-14

Prospective bidders should note that all clarifications and exceptions, including those relating to the terms and conditions of the IFB, are to be resolved prior to the submission of a bid. Bidders entering into a contract with the State are expected to comply with **all** the terms and conditions contained herein.

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

Catherine Golden	(518) 457-0954	<a href="mailto:bfs_contracts@tax.state.ny.us">bfs_contracts@tax.state.ny.us</a>
Dorothy Lechmanski	(518) 485-6091	<a href="mailto:bfs_contracts@tax.state.ny.us">bfs_contracts@tax.state.ny.us</a>
Christine DiVeglia	(518) 485-6091	<a href="mailto:bfs_contracts@tax.state.ny.us">bfs_contracts@tax.state.ny.us</a>

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> and referenced below in Section VII, Proposal Conditions and Administrative Requirements.

The Department will respond, in writing, to all substantive questions by the date specified in the Schedule of Events. 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>.

It is the responsibility of the bidder to check the website for any amendments, clarifications or updates. All applicable amendment information must be incorporated into the bidder's proposal. Failure to include this information in your proposal may result in the bidder's proposal being deemed non-responsive.

**IT IS INCUMBENT ON THE PROSPECTIVE BIDDER TO NOTIFY THE DESIGNATED CONTACTS OF ANY TERM, CONDITION, ETC. THAT PRECLUDES THE VENDOR FROM SUBMITTING A BID.**

**2. Procurement Lobbying – Offerer Affirmation of Understanding of, and Compliance with, Procurement Lobbying Guidelines**

New York State Finance Law 139-j(6)(b) requires the Department of Taxation and Finance (DTF or Department) 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

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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 are required to sign and submit **Attachment A, Offerer Affirmation of Understanding of, and Compliance with, Procurement Lobbying Guidelines**, by the date and time specified on the Schedule of Events.

**3. Submission of Bids**

The bidders must submit proposals as instructed in Section VIII, Submission of Bid Proposal.

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**I. INTRODUCTION**

The New York State Department of Taxation and Finance (DTF or Department) is requesting pricing proposals to obtain a qualified Full Service Provider, licensed by the United States Postal Service (USPS), to provide National Change of Address (NCOA) and NIXIE mail processing services in accordance with USPS Regulations pertaining to First Class Mail on the inventory of taxpayer addresses in order to obtain reduced postal rates.

The Department is responsible for collecting tax revenue and providing associated services in support of government services in New York State. The Department is also required to produce and manage large volumes of mailings to taxpayers.

This Invitation for Bids (IFB) outlines the terms and conditions, and all applicable information required for submitting a bid. To ensure compliance with IFB requirements and prevent possible disqualification, bidders should follow the format and instructions in Section VII, Proposal Conditions and Administrative Requirements and Section VIII, Submission of Bid Proposal of this document.

The Department's objective is to enter into a contract with one successful bidder to provide NCOA and NIXIE mail processing services as described herein.

**II. CONTRACT TERM**

The term of this contract shall be for a period of five (5) years and will commence upon approval of the New York State Attorney General's Office and the Office of the State Comptroller.

**III. IMPLEMENTATION**

The services solicited herein are anticipated to begin on or after January 1, 2009.

**IV. MANDATORY QUALIFYING REQUIREMENTS (P/F)**

Only qualified bidders should submit a proposal in response to this IFB. A qualified bidder is defined as one that meets all of the mandatory qualifying requirements below. Failure to provide complete and detailed information may result in the bidder's proposal being deemed non-responsive.

The bidder's response(s) to the mandatory qualifying requirements will be evaluated in Phase One of the evaluation. **Bidders that do not meet all of the mandatory qualifying requirements will not be considered for further evaluation.**

**A. NCOA/NIXIE Processing License and Prior Experience**

In order to meet postal requirements, DTF needs to ensure that only qualified, USPS licensed firms perform NCOA and NIXIE mail processing services on taxpayer addresses to qualify for reduced postal rates. These postal requirements are in accordance with current USPS Domestic Mail Manual Regulations pertaining to First Class Mail, Section 233.3.5 Move Update Standard.

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The Move Update Standard is a means of reducing the number of mail pieces in a mailing that require forwarding or return by periodic matching of a mailer's address records with customer-filed change-of-address orders received and maintained by the Postal Service. Currently, mailers who claim presorted or automation rates for First-Class Mail must demonstrate that they have updated their mailings list within 185 days before the mailing date. **Effective November 23, 2008**, the minimum frequency for Move Update will increase from 185 days to 95 days prior to the date of the mailing and the Move Update standard will also be required for all Standard Mail.

The Postal Service offers several pre-approved methods. Mailers must use one of the preapproved methods to meet the Move Update standard. **DTF is looking for a Full Service Provider that utilizes the National Change of Address Linkage System (NCOA<sup>Link</sup>)**.

Bidder must:

1. Be a **Full Service Provider** with a current license in good standing, issued by the United States Postal Service to NCOA Contractors. Bidder must utilize the NCOA<sup>Link</sup>. **Bidder must submit a copy of its current license.**

***Proposal Response Requirement:*** Complete and submit *Attachment 2, Bidder Attestation Form - Part I, A.1.*

- 2.a. Submit, with its bid, a brief written statement attesting to the bidder's experience providing NCOA and NIXIE mail processing services. Such experience must have included the use of electronic data exchange for the transfer of data.

***Proposal Response Requirement:*** Complete and submit *Attachment 2, Bidder Attestation Form - Part I, A.2.*

- b. Provide information for two references for NCOA and NIXIE mail processing contracts for services performed by the bidder within the past 3 years. Such contracts should be comparable in size and scope to DTF's requirements and must include the use of electronic data exchange for the transfer of data consisting of approximately 25 million records or more, with a turnaround time of approximately 10 days from Contractor receipt of outgoing file to contracting agency receipt of incoming file layout.

***Proposal Response Requirement:*** Complete and submit *Attachment 3, Reference Form.*

## V. MANDATORY TECHNICAL REQUIREMENTS (P/F)

The bidder's response(s) to the mandatory technical requirements will also be evaluated in Phase One. Bidders must complete and submit **Attachment 2, Bidder Attestation Form - Part II**. **Bidders that do not meet all of the mandatory technical requirements will not be considered for further evaluation.**

### A. Data Exchange, Security and Software

1. It is **required** that the prospective bidder use electronic data exchange for the transfer of data and must use an electronic data exchange protocol acceptable to the Department. Data file exchange

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processes that are unacceptable are: e-mail, paper, CD, floppy Disc, removable drives, and analog or digital dial up, Value Added Network's (VAN), tapes, or DSL connections.

2. The Department maintains a two-tier security model to secure sensitive data. We require the connection to be encrypted and the data to be encrypted. The acceptable protocols are as follows: Connectivity encryption may consist of either an encrypted Virtual Private Network (VPN) connection using 3DES, or Secure File Transfer Protocol (SFTP) compatible with OpenSSH as our Client and Server Secure FTP connection software. The second tier of our security model requires that all files transferred be encrypted at the data level using a public/private key pair encryption. The Department currently uses and prefers the use of PGP ("Pretty Good Privacy") encryption. However, a compatible open source alternative such as GPG ("Gnu Privacy Guard") for file encryption is acceptable. Bidders must identify the connectivity and file encryption to be used.
3. The contractor will be responsible to implement compatible software with these products. The Department has approved the use of Public/Private Key authentication for the SFTP protocol, and as such, requires the use of the SSH2, 1024-bit, RSA algorithms in the key generation. This connection will need to meet all Department and industry standard security measures, including using the standard TCP Port 22.

***Proposal Response Requirement:*** Complete and submit *Attachment 2, Bidder Attestation Form - Part II, A.*

## **B. Record Processing**

Currently, Business Files contain approximately 8.2 million records; Individual Files contain approximately 24 million records. Based on historical data, it is expected the number of records on the Business Files will increase approximately 2% per year while the number of records on the Individual Files will increase by approximately 4% per year.

DTF will produce one file for Businesses and one file for Individuals four times annually; typically in February, May, August and November.

The Contractor must agree to provide DTF the capability to send and receive TEST files, up to 100,000 records, prior to the first Production files to be processed. *Bidders must provide all costs associated with testing requirements on Attachment 4, Pricing Proposal.* No other add-on costs will be permitted.

For each file that DTF sends to the Contractor:

1. The Contractor will process each record for NCOA and NIXIE Address matches to the USPS-supplied Database using USPS certifiable standards. This will include Individual Moves, Family Moves, and Business Moves.
2. The Contractor will send back to DTF the same number of files, each with the same amount of records per file, in the same order as the extract files sent to the Contractor. Records will be written in a fixed record length of 1114 characters. The Contractor must follow the DTF file format (See **Exhibit 1 - NCOA Outgoing File**, and **Exhibit 2 - NCOA Incoming File Layout**).

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3. Contractor processing will be completed within **10 business days** (twelve to fourteen calendar days plus holidays) from Contractor receipt of Outgoing File to DTF Receipt of Incoming File Layout.
4. It is possible that DTF may require unscheduled files to be processed (i.e., more than the 4 scheduled times per year). Bidders must provide additional costs, if any, associated with processing unscheduled files. These additional costs must be included on *Attachment 4, Pricing Proposal*.
5. The Contractor and DTF technicians shall work together to resolve any technical issues that may disrupt the electronic data exchange.

***Proposal Response Requirement:*** Complete and submit *Attachment 2, Bidder Attestation Form - Part II, B*.

**NOTE:** Specifications are per the current USPS mandates. File formats (see Exhibits 1 and 2) are subject to change as per USPS-mandated changes, or DTF technical considerations. The cost for these updates, if any, will be negotiated at the time of any mandated change. These file formats will remain fixed length records, with fixed length fields, and with no usage of packed fields.

## **VI. COST PROPOSAL REQUIREMENTS**

The bidder must complete and submit **Attachment 4, Pricing Proposal**, in response to this IFB. All associated costs with the requirements of this IFB must be incorporated into the bidder's pricing proposal. No other add-on costs will be permitted. Bidders who fail to complete and submit *Attachment 4* will result in the bidder's proposal being deemed non-responsive.

The fees bid in response to this IFB shall not be increased during the first year of the initial contract term. Any proposed increases in fees after the first year must be requested by the Contractor in writing **at least sixty (60) days prior to the end of each contract year. Such increase shall be subject to negotiation between the Department and the Contractor.** Notwithstanding the foregoing, fee increases shall be limited to the lower of the percentage increase in the U.S. Department of Labor's Consumer Price Index for All Urban Customers (CPI-U) for the preceding twelve (12) months, or five percent (5%).

## **VII. PROPOSAL CONDITIONS AND ADMINISTRATIVE REQUIREMENTS**

This Section outlines conditions concerning the IFB and the bidder's response requirements related to any awarded contract.

### **A. Proposal Conditions**

**These conditions are directly related to the submission of bids in response to this IFB.**

#### **1. Issuing Agency**

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This IFB 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 IFB 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. Timely Submission**

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.

**6. Non-Collusive Bidding Certification  
(Reference State Finance Law Section 130-d and Appendix A, Clause 7)**

- 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:
  - i. 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;
  - ii. 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
  - iii. 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), (i), (ii), and (iii) 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 therefore. Where (a), (i), (ii), and (iii) 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.

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**7. Proposal Effective Period**

The bidder's proposal must be firm and binding for a period of at least 90 days following the proposal due date.

**8. 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 IFB.

**9. Bid Opening**

Bids will not be opened publicly. The Department reserves the right at any time to postpone or cancel a scheduled bid opening.

**10. Bid Evaluation and Selection**

See **Section X: Bid 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 any resulting Contract by the Office of the State 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. Disqualification for Past Performance and Findings of Non-Responsibility**

The bidder may be disqualified from receiving awards if the bidder, or anyone in the bidder's employment, has previously failed to perform satisfactorily in connection with public Bidding or Contracts or is deemed non-responsible.

**12. Bidder Notification of Intent to Award**

The successful bidder 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 IFB shall be notified of such rejection.

**13. Contract Approval**

Any Contract resulting from this IFB will not be effective until approved by the State Attorney General's Office and the Office of the State Comptroller.

**14. Disclosure of Contract Award Information**

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Public announcements or news releases pertaining to Contracts shall not be made prior to Contract award. Requests concerning bid information or the evaluation of a bid submitted will be considered under the Freedom of Information Law (FOIL) only after Contract negotiations are complete and the Contract is approved 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 A, 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 IFB 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 IFB, at its sole discretion.
- d. Not award a Contract as a result of this IFB.
- e. Re-bid this IFB, at its sole discretion.
- f. Eliminate a mandatory requirement when all bidders cannot meet such requirement.
- g. 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 State 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.
- h. Require the bidder to demonstrate, to the satisfaction of the Department, any information presented as a part of their proposal.
- i. Use proposal 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 IFB.
- j. Make typographical corrections and correct computational errors with the concurrence of the bidder.

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- k. Determine a tie breaking mechanism for award of the Contract to serve the best interests of the Department.
- l. Negotiate with the successful bidder(s) within the scope of the IFB to serve the best interests of the State.
- m. Conduct Contract negotiations with the next ranked responsible bidder should the Department be unsuccessful in negotiating an agreement with the selected bidder within 30 days.

**18. Conflict of Terms and Conditions for This IFB**

Conflicts between documents shall be resolved in the following order of precedence:

- a. Appendix A
- b. This Invitation for Bids
- c. Bidder's Proposal

**B. Administrative Requirements**

Bidders must provide the following administrative information in response to this IFB.

PLEASE NOTE: Where indicated, the bidder must provide the information requested under the Proposal Response Requirement with its bid proposal.

**1. Proposal Transmittal Letter**

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

***Proposal Response Requirement***

The transmittal letter must include the following information:

- the complete name and address of the bidder entity;
- the Federal or Taxpayer Identification Number of the entity;
- an affirmation that the proposal is binding for the required period indicated in Section VII.A.7;
- any restrictions under which the bidder's primary negotiators will operate during Contract negotiation; and
- designation of any trade secret, confidential or proprietary information in response to Section VII.B.11 of this IFB.

**2. Designation of Prime Contact and Authorized Contract Negotiators**

During the bid evaluation and Contract negotiation, the Department requires direct access to bidder personnel who have full authority to make commitments on behalf of the bidder. The bidder must identify and certify a prime contact authorized to respond on behalf of the bidder. The prime contact is responsible for responding to any evaluation clarification and for disseminating information to appropriate bidder personnel.

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Bidders must also identify individual(s) who will serve as authorized Contract negotiators and any restrictions under which their primary negotiators will operate.

Any change in designation must be submitted in writing to the Department and include a revised form.

***Proposal Response Requirement***

Bidders must complete and submit **Attachment B, Designation of Prime Contact form**.

**3. Equal Employment/Business Participation Opportunities for Minority Group Members and New York State Certified Minority/Women-Owned Businesses**

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women’s Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS Contracts.

a. Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for Minorities and Women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each Subcontractor as to work in connection with the State Contract.

b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses

Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as Subcontractors and suppliers on this Contract for the provision of services and materials. To locate New York State Certified M/WBE, the directory of Certified Businesses can be viewed at:

[http://www.empire.state.ny.us/Small\\_and\\_Growing\\_Businesses/mwbe.asp](http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp).

**4. Procurement Lobbying Guidelines**

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 in the Preface and this Section of the Request for Proposal. DTF

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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> or the New York State Office of General Services website at: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>.

Contacting individuals other than the designated contacts listed in the Preface section of this document during the restricted period 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>.

**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. Accordingly, **Attachment C**, is incorporated herein by reference.

**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

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information provided to the procuring Government Entity with respect to State Finance Law 139-k is complete, true and accurate.

The Department reserves the right to terminate any Contract awarded as a result of this IFB in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law 139-k was intentionally false or intentionally incomplete. Accordingly, **Attachment D, Offerer's Certification of Compliance with State Finance Law 139-k(5)** is incorporated by reference.

## **5. MacBride Fair Employment Principals**

In accordance with Chapter 807 of the Laws of 1992, the Vendor is required to complete **Attachment E, MacBride Fair Employment Principals Form**, as part of their bid proposal.

## **6. Vendor Responsibility**

Bidders must complete a Vendor Responsibility Questionnaire. Bidders are invited to file the required Vendor Responsibility Questionnaire on-line via the OSC New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Bidders opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact one of the Department's designated contacts.

Bidders that have filed a Vendor Responsibility Questionnaire online that has been certified/updated within the last six months or bidders opting to file on-line must complete **Attachment F, Vendor Responsibility Questionnaire**. If a Vendor Responsibility Questionnaire has been filed online and has not been certified within the last six months, the bidder must either update/recertify the online questionnaire or submit a new paper Vendor Responsibility Questionnaire.

Bidders filing paper questionnaires must submit a copy of the completed questionnaire with its bid proposal.

Upon notification of award, the Contractor will be required to update/recertify the on-line questionnaire.

## **7. Secrecy Provisions**

### **A. Required Forms**

Contractor represents and warrants that each employee assigned to perform services at the Department to sign **Attachment G, DTF-202, Agreement to Adhere to the Secrecy Provisions of the Tax Law and the Internal Revenue Code**.

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

The various secrecy provisions of the Tax Law (see e.g. Tax Law Sections 202, 211.8, 295, 314, 437, 487, 514, 528, 697(e), 994, 1023[b], 1146, 1165, 1250, 1312[a], 1332[a], 1342, 1418, 1467, 1518, 1555,

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1825, 3038) 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 Sections 6103, 7213, 7213A and 7431) provide for felony prosecution for unauthorized disclosure of Federal tax information in the possession of the Department. Thus, except in accordance with proper judicial order or as otherwise provided by law, Contractor shall not divulge or make known in any manner the contents of any particulars set forth or disclosed in any Return or report required under or pursuant to the authority of the Tax Law. Computer files and their contents are covered by the same secrecy provisions as are physical documents.

All information about Department operations not covered by the State tax secrecy rules described above must be kept confidential as if such information were so covered.

Contractor acknowledges and agrees that only those persons with a need to know confidential Department information for purposes of performing their job responsibilities for the Services shall be afforded access thereto.

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.

***Response Requirement***

The bidder must complete and submit **Attachment G, DTF-202, Agreement to Adhere to the Secrecy Provisions of the Tax Law and the Internal Revenue Code.**

**8. Ethics Compliance**

Contractor and their employees must comply with the requirements of sections 73 and 74 of the Public Officers Law and other State codes, rules and regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Contract, the Contractor 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 termination of the Contract(s), and/or other civil or criminal proceedings as required by law.

**9. Public Officer's Law Section 73.4**

The Contractor shall complete and sign **Attachment H, Public Officer's Law, Section 73.4** which addresses business or professional activities by state officers and employees and party officers. This Form shall be made part of the resulting Contract.

**10. Contractor Certification - Tax Law 5-a Amended April 26, 2006**

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain Contractors awarded state Contracts for commodities, services and technology valued at more than \$100,000 to certify, to DTF, that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York

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State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law also imposes upon certain Contractors the obligation to certify whether or not the Contractor, its affiliates, and its Sub-contractors are required to register to collect state sales and compensating use taxes. Contractors must certify to DTF that each affiliate and Subcontractor exceeding the \$300,000 sales threshold referenced above is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a Contract awarded to a Contractor meeting the registration requirements but who has not complied with the law.

***Response Requirement***

Exhibits B(1) and B(2) provide Contractor certification forms and instructions for completing the forms. Form ST-220-TD must be filed with and returned directly to the DTF address provided on the form. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF. Completion of the form at the time of bid submission is not required; however, Form ST-220-TD must be filed and returned to DTF upon notification of Contract award.

Form ST-220-CA must be provided to the DTF Office of Budget and Management Analysis upon notification of contract award certifying that the contractor filed ST-220-TD. Proposed contractors should complete and return the certification forms *within two business days of request*.

Failure to make either of these filings may render a bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Vendors may call DTF at 1-800-698-2931 for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.nystax.gov>.

**11. Proposal Security/Freedom of Information Law**

During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. **SHOULD YOU FEEL YOUR FIRM'S BID/PROPOSAL CONTAINS ANY SUCH TRADE SECRETS OR OTHER CONFIDENTIAL OR PROPRIETARY INFORMATION, YOU MUST SUBMIT A REQUEST TO EXCEPT SUCH INFORMATION FROM DISCLOSURE. SUCH REQUEST MUST BE IN WRITING, MUST STATE THE REASONS WHY THE INFORMATION SHOULD BE EXCEPTED FROM DISCLOSURE AND MUST BE PROVIDED AT THE TIME OF SUBMISSION OF THE SUBJECT INFORMATION. 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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**REQUESTS 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.**

Notwithstanding anything herein, Contractor recognizes that the Department is an agency of the State of New York and is subject to said State's Freedom of Information Law (FOIL). The Department shall have no liability to Contractor, nor to anyone else, for its good faith compliance with New York State Law, including FOIL.

**VIII. SUBMISSION OF BID PROPOSAL**

**IMPORTANT NOTICE TO POTENTIAL BIDDERS:** Receipt of these bid documents does not indicate the Department has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in this bid document.

The bidder must submit **(1) original** and **(4) copies** of their bid proposal. All bid proposals must be bound separately and clearly identified. To facilitate with requests for information under the Freedom of Information Law (FOIL), an electronic copy on CD, DVD or disc must also be submitted.

Bids must be received no later than the **date and time listed on the Schedule of Events**. All bids are to be packaged, sealed and submitted to the following:

**New York State Department of Taxation and Finance  
Office of Budget and Management Analysis  
Ms. Catherine Golden  
Procurement Bureau  
W.A. Harriman State Office Building Campus  
Building 9, Room 234  
Albany, NY 12227**

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

BID ENCLOSED  
National Change of Address and Nixie Mail Processing Services IFB #08-14  
***Bid Submission Date and Time***  
Telephone: (518) 457-0954

**PLEASE NOTE:** If you are using a delivery service, the bid response 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**

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Under no circumstance will the Department consider any proposal received after the time and date specified in the IFB. In the event that a package is not labeled properly as described in this section, the Department reserves the right to open the package and inspect 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.**

## **IX. PROPOSAL REQUIREMENTS OVERVIEW**

The bidder must provide a proposal response that clearly and precisely provides all required information. Emphasis should be placed on conformance with the IFB instructions, responsiveness to the IFB requirements and clarity of intent.

Proposals that do not comply with these instructions, or do not meet the full intent of all of the requirements of this IFB will be deemed non-responsive and will not be considered for award.

**The Bidder must provide the information outlined in this section in response to the IFB. Attachment 1, Bidder's Checklist has been provided to assist the bidder in insuring all requirements of this IFB are met.**

### **A. Bidder Attestation**

The Bidder must complete and submit **Attachment 2, Bidder Attestation Form** (Parts I and II).

**Part I** certifies the bidder meets the Mandatory Qualifying Requirements as outlined in Section IV of the IFB (A. NCOA/Nixie Processing License and Prior Experience). *Bidders who fail to meet all of the Mandatory Qualifying Requirements will be deemed non-responsive and their proposal will be removed from further evaluation.*

**Part II** affirms the bidder meets the Technical Requirements as outlined in Section V of the IFB (A. Data Exchange, Security and Software, and B. Record Processing). *Bidders who fail to meet all of the Technical Requirements will be deemed non-responsive and their proposal will be removed from further evaluation.*

### **B. Financial Proposal Requirement**

The bidder must complete and submit **Attachment 4, Pricing Proposal**, Sections I and II.

### **C. Administrative Forms**

The bidder must complete and submit Administrative Attachments A through I in response to this bid. Additional information is provided in Section VII, B.

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**X. BID EVALUATION**

The Department evaluates bidder proposals for goods and services in an objective, comprehensive manner to ensure proposals are evaluated uniformly and consistently. Bids shall be evaluated based on the requirements described in this IFB.

There will be two phases to the evaluation process. The proposals shall be evaluated on a **Pass/Fail** basis.

**Phase One**

**Phase One of the evaluation will consist of a review in three areas – Proposal Screening/Completeness Checklist; Mandatory Qualifying Requirements; and Technical Requirements.**

Each proposal will be screened for completeness and conformance with Department requirements for proposal submission as specified in Section VIII of this IFB. Proposals which do not meet the Proposal Screening/Completeness Checklist requirements *may* be labeled as non-responsive and *may* not be given further consideration.

Proposals which pass the screening/completeness checklist review will be further evaluated to determine if the bidder meets each consecutive stage of the Mandatory Qualifying and Technical Requirements.

Proposals which do not meet all of the Mandatory Qualifying and Technical Requirements will be labeled non-responsive and will not be given further consideration.

Proposals which meet all of the Mandatory Qualifying and Technical Requirements will be further evaluated in Phase Two.

**Phase Two**

**Phase Two of the evaluation will consist of a financial review. All proposals which pass Phase One of the evaluation will be reviewed and evaluated against the following Cost Proposal Requirements:**

- Lowest Aggregate Cost Per Thousand Records
- Cost for Test File
- Cost Associated with Processing Unscheduled Files, if any (i.e., more than the 4 scheduled times per year)

**XI. METHOD OF AWARD**

*One* award shall be made based on the lowest cost for services to the Department by a responsive and responsible bidder whose proposal meets the specifications (mandatory qualifying, technical and administrative requirements) as outlined in this IFB. The successful bidder will be advised of selection by the Department through the issuance of a "Notification of Intent to Award" letter.

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## **XII. CONTRACT CONDITIONS**

### **A. Appendix A – Standard Clauses for New York State Contracts**

Appendix A – Standard Clauses for New York State Contracts, dated June 2006, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein.

### **B. Information Security Breach**

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 (hereinafter, the “DTF Information”). 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 Dave\_Beals@tax.state.ny.us, or by telephone to (518) 292-7827. 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. To the extent DTF determines that further notifications are required to be sent out pursuant to the Act, 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 is reasonably believed to have been exposed as a result of the breach, and all costs associated with providing such notices shall be borne by the Contractor. It is expressly agreed that Contractor shall be obligated to 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 concerning a breach of security of the DTF Information. Nothing contained herein shall be interpreted as reducing or altering Contractor’s obligations under section 899-aa of the General Business Law.

### **C. 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.

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**D. Tax Liabilities**

All outstanding Tax Liabilities, due to the State of New York from the Contractor, or Contractor's partners, 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.

**E. Termination**

**1. Termination for Convenience**

The Department may terminate this Contract, in whole or in part, upon thirty (30) calendar day's written notice to the Contractor.

**2. Termination for Cause**

The Department reserves the right to terminate the contract for cause at any time upon written notice to the Contractor. If Contractor materially fails to perform its obligations under the contract and does not, within thirty (30) calendar days after receiving written notice from the Department describing the alleged material failure in reasonable detail cure the material failure, then the Department may terminate the contract, in whole or in part, and pursue its available remedies. Notwithstanding the foregoing, the Department may not allow a cure period for a violation of secrecy provisions.

**3. Procurement Lobbying Termination**

The Department reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, Department of Tax and Finance may exercise its termination right by providing written notification to the Offerer/bidder in accordance with the written notification terms of this contract.

**4. Vendor Responsibility Termination**

The Contractor agrees that if it is found by the State that the Contractor's responses to the NYS Standard Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, on such finding, the Department may terminate the Contract by providing ten (10) days written notification to the Contractor. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

**5. Tax Law 5-A Termination**

The Department reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with § 5-A of the Tax Law is not timely filed during the term of the contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Department may exercise its termination right by providing written notification to the Contractor.

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**F. Save Harmless Clause**

Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and save harmless the Authorized Users 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 any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Authorized Users.

**G. Minority and Women-Owned Business**

**1. 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 IFB. A directory of minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Minority and Women's Business Development Division  
30 South Pearl Street  
Albany, New York 12245  
Phone: (518) 292-5250 Fax: (518) 473-0665

**2. Guidelines for Utilization**

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

**3. Reports**

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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.

## **H. Equal Employment Opportunity Requirements**

1. 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.
2. 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.
3. 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 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.

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4. 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.
5. 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 cannot be separated out from the Contractor's work force, semi-annual information on the total workforce.
6. 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.

### **I. Independent Contractor**

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

### **J. Invoicing and Payment**

Payment for services performed hereunder will be made in arrears upon receipt of a proper invoice in accordance with Article XIA of the New York State Finance Law.

### **K. Public Announcements**

Public announcements or news releases relating to this IFB 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.

### **L. Proposed Extraneous Terms**

Proposals must conform to the terms and conditions set forth in Sections VII and XII of this IFB. Any objections to terms and conditions set forth in this section of the IFB and must be provided to the Department in the bidder's Administrative Proposal. Material deviations to the terms and conditions set

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forth in this IFB (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection.

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 Sections VII and XII of this IFB shall be deemed to constitute acceptance thereof by the bidder.

***Proposal Response Requirement***

The bidder must attach any objections to the terms and conditions outlined in Sections VII and XII.

Only those extraneous terms that meet *all* of 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.

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 Sections VII and XII of this IFB shall be deemed to constitute acceptance thereof by the bidder.

**M. Electronic Payments**

The Office of the State Comptroller (OSC) offers an “electronic payment” option in lieu of issuing checks. An electronic payment authorization form is available at the OSC Website at [www.osc.state.ny.us](http://www.osc.state.ny.us). This form can also be obtained by e-mailing OSC at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by phone at 518-474-4032.

**XIII. CONTRACT NEGOTIATIONS**

During contract negotiations, the Department of Taxation and Finance expects 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.

Any negotiated contract must conform with the laws of New York State and will be subject to approval by the Attorney General and the Office of the State Comptroller. The contract will not be considered

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fully executed until formal approval has been granted by the Attorney General and the Office of the State Comptroller.

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**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, 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 \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

**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

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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).

**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.

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**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

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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 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.

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**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 -- 7<sup>th</sup> Floor

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Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

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  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<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:

- (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.

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**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.

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**Exhibit 1 – NCOA Outgoing File**

```

01  NCOA-REC.
**  =====
*** -----***
**   001 - 050
      05  NCOA-FORMATTED-NAME PIC X(50).
*** -----***
**   051 - 100
      05  NCOA-OPTIONAL-ADDRESS PIC X(50).
*** -----***
**   101 - 150
      05  NCOA-PRIMARY-ADDRESS
              PIC X(50).
*** -----***
**   151 - 178
      05  NCOA-CITY PIC X(28).
*** -----***
**   179 - 180
      05  NCOA-STATE PIC X(2).
*** -----***
**   181 - 185
      05  NCOA-ZIP-CODE PIC X(5).
*** -----***
*** CURRENTLY SPACE FILLED
**   186 - 193
      05  NCOA-OPTIONAL-KEYCODE
              PIC X(8).
*** -----***
**   194 - 210
      05  NCOA-CLIENT-DATA.
**   =====
*** -----***
**   194 - 207
      10  NCOA-MASTER-ID PIC X(14).
*** -----***
**   208 - 210
      10  NCOA-ADR-NMBR PIC X(3).
*** -----***
**   211 - 225
      05  FILLER PIC X(15).

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**Exhibit 2 – NCOA Incoming File Layout**

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01  NCOA-REC.
**  =====
***-----***
**  0001 - 0225 ORIGINAL INPUT RECORD
    05  NCOA-ORIG-INFO.
**  =====
***-----***
**  0001 - 0050
    10  NCOA-ORIG-FORMATTED-NAME
          PIC X(50).
***-----***
**  0051 - 0100
    10  NCOA-ORIG-OPT-ADR
          PIC X(50).
***-----***
**  0101 - 0150
    10  NCOA-ORIG-PRIM-ADR
          PIC X(50).
***-----***
**  0151 - 0178
    10  NCOA-ORIG-CTY   PIC X(28).
***-----***
**  0179 - 0180
    10  NCOA-ORIG-ST   PIC X(2).
***-----***
**  0181 - 0185
    10  NCOA-ORIG-ZIP-CD
          PIC X(5).
***-----***
**  0186 - 0193
    10  NCOA-ORIG-OPT-KEYCD
          PIC X(8).
***-----*****
    0194 - 0210
    10  NCOA-ORIG-CLIENT-DATA.
**  =====
***-----***
**  0194 - 0207
    15  NCOA-ORIG-MASTER-ID
          PIC X(14).
***-----***
**  0208 - 0210
    15  NCOA-ORIG-ADR-NMBR

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PIC X(3).
***-----***
** 0211 - 0225
    10 FILLER PIC X(15).
***-----***
** 0226 - 0228 JOB NUMBER
    05 NCOA-JOB-NMBR PIC X(3).
***-----***
** 0229 - 0237 SEQUENCE NUMBER
    05 NCOA-SEQ-NMBR PIC X(9).
***-----***
** 0238 - 0241 ELOT NUMBER
    05 NCOA-ELOT-NMBR PIC X(4).
***-----***
** 0242 - 0242 ELOT CODE
    05 NCOA-ELOT-CD PIC X.
***-----***
** 0243 - 0257 CITY (CONFIRMED/CORRECTED)
    05 NCOA-CTY-CONFIRMED-CORR
        PIC X(15).
***-----***
** 0258 - 0259 STATE (CONFIRMED / CORRECTED)
    05 NCOA-ST-CONFIRMED-CORR
        PIC X(2).
***-----***
** 0260 - 0264 ZIP CODE (CONFIRMED / CORRECTED)
    05 NCOA-ZIP5-CONFIRMED-CORR
        PIC X(5).*
***-----***
** 0265 - 0268 ZIP+4 CODE
    05 NCOA-ZIP4 PIC X(4).
***-----***
** 0269 - 0271 DELIVERY POINT BARCODE
    05 NCOA-DELIVERY-POINT-BARCD
        PIC X(3).
***-----***
** 0272 - 0275 CAR-RT CODE
    05 NCOA-CAR-RT-CD PIC X(4).
***-----***
** 0276 - 0276 ZIP CORRECTION ACTION CODE
    05 NCOA-ZIP-CORR-ACTN-CD
        PIC X.

    88 ZIP-CD-ALTERED VALUE 'A'.
**          NO MATCH WAS AVAILABLE AND ORIGINAL ZIP CODE
**          WAS INVALID
    88 INVALID-ZIP-AND-NO-MATCH

```

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VALUE 'B'.  
\*\* THE ORIGINAL ZIP CODE WAS CONFIRMED  
88 ZIP-CONFIRMED VALUE 'C'.  
\*\* THE ORIGINAL ZIP CODE WAS KEPT BECAUSE NO  
\*\* ADDRESS MATCH WAS FOUND  
88 ZIP-KEPT-NO-ADR-MATCH  
VALUE 'O'.  
\*\* CONFIRMED, APO, FPO, MILITARY BASES, AND  
\*\* GOVERNMENT AGENCY ZIP CODES  
88 CONFIRMED-APO-FPO  
VALUE ' '.  
\*\*\*-----\*\*\*  
\*\* 0277 - 0277 COA INDEX  
05 NCOA-COA-INDEX PIC X.  
  
\*\* MOVED, NEW ADDRESS PROVIDED, ACTION CODE EQUAL  
\*\* TO I, OR M, OR O  
88 MOVED-NEW-ADR-PROVIDED  
VALUE '1'.  
\*\* DID NOT MATCH NCOA DATABASE, ACTION CODE EQUAL  
\*\* TO C  
88 DID-NOT-MATCH-NCOA-DATABASE  
VALUE '2'.  
\*\* PROBABLY NOT MOVED, ACTION CODE EQUAL TO B AND  
\*\* NIXIE CODES ARE I, OR G, OR K, OR L, OR Q, OR N  
88 PROBABLY-NOT-MOVED  
VALUE '3'.  
\*\* PROBABLY MOVED, ACTION CODE EQUAL TO B AND NIXIE  
\*\* CODES ARE E, OR U, OR M, OR W, OR V, OR X  
88 PROBABLY-MOVED VALUE '4'.  
\*\* MOVED, NO FORWARDING ADDRESS PROVIDED, ACTION  
\*\* CODE EQUAL TO F, OR G, OR K, OR P  
88 MOVED-NO-FORWARDING-ADR  
VALUE '5'.  
\*\*\*-----\*\*\*  
\*\* 0278 - 0278 ADDRESS TYPE CODE  
05 NCOA-ADR-TYPE-CD PIC X.  
88 FIRM-DELIVERY VALUE 'F'.  
88 GENERAL-DELIVERY  
VALUE 'G'.  
88 HIGH-RISE VALUE 'H'.  
\*\* PO BOX  
88 PO-BOX-ADR-TYPE-CD  
VALUE 'P'.  
\*\* RURAL ROUTE OR HWY CONTRACT  
88 RURAL-RTE-OR-HWY-CONTRACT  
VALUE 'R'.

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```

**                STREET ADDRESS
      88 STREET-ADR          VALUE 'S'.
      88 MULTIPLE-MATCH     VALUE '-'.
      88 NO-MATCH-DETERMINED
                          VALUE ' '.
***-----***
**      0279 - 0279 ACTION CODE
      05 NCOA-ACTN-CD        PIC X.
**                NIXIE MATCH, SEE NIXIE CODES
      88 NIXIE-MATCH        VALUE 'B'.
      88 NO-MATCH           VALUE 'C'.
      88 FOREIGN-MOVE       VALUE 'F'.
      88 PO-BOX-CLOSED      VALUE 'G'.
**                INDIVIDUAL NEW ADDRESS
      88 INDV-NEW-ADR        VALUE 'I'.
**                NO FORWARDING ADDRESS
      88 NO-FORWARDING-ADR
                          VALUE 'K'.
      88 FAMILY-MOVE         VALUE 'M'.
      88 BUSINESS-MOVE      VALUE 'O'.
**                MOVED, PRIMARY ADDRESS UNCONFIRMED
      88 MOVED-PRIM-ADR-UNCONFIRMED
                          VALUE 'P'.
***-----***
**      0280 - 0383 ADDRESS STANDARDIZATION
      05 NCOA-ADR-STANDARDIZATION.
**                =====
***-----***
**      0280 - 0329 STREET ADDRESS
      10 NCOA-STAND-ST-ADR
                          PIC X(50).
***-----***
**      0330 - 0337 SECONDARY ADDRESS
      10 NCOA-STAND-SECONDARY-ADR
                          PIC X(8).
***-----***
**      0338 - 0341 SECONDARY ADDRESS DESIGNATOR
      10 NCOA-STAND-SCNDRY-ADR-DSGNTR
                          PIC X(4).
***-----***
**      0342 - 0369 URBANIZATION
      10 NCOA-STAND-URBANIZATION
                          PIC X(28).
***-----***
**      0370 - 0371 RESERVED
      10 FILLER              PIC X(2).
***-----***

```

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```
**      0372 - 0383 PRIVATE MAILBOX
          10  NCOA-STAND-PRIVATE-MAILBOX
                PIC X(12).
***-----***
**      0384 - 0391 FOOTNOTE FIELDS
          05  NCOA-FOOTNOTE-FIELDS.
**      =====
***-----***
**      0384 - 0384 CITY/STATE CORRECTED
          10  NCOA-CTY-ST-CORR
                PIC X.

**              YES
                88  CTY-ST-CORR VALUE 'B'.
***-----***
**      0385 - 0385 SECONDARY NUMBER MISSING
          10  NCOA-SECONDARY-NMBR-MISS
                PIC X.
**              YES
                88  SECONDARY-NMBR-MISS
                    VALUE 'H'.
***-----***
**      0386 - 0386 DELIVERY/ADDRESS COMPONENT, ADD/DELETE/CHANGE
          10  NCOA-DELIVERY-ADR-COMPONENT
                PIC X.

**              YES
                88  DELIVERY-ADR-COMPONENT
                    VALUE 'L'.
***-----***
**      0387 - 0387 STREET NAME SPELLING CHANGED
          10  NCOA-ST-SPELLING-CHG
                PIC X.

**              YES
                88  ST-NAME-SPELLING-CHG
                    VALUE 'M'.
***-----***
**      0388 - 0388 DELIVERY ADDRESS STANDARDIZED
          10  NCOA-DELIVERY-ADR-STANDARDIZED
                PIC X.

**              YES
                88  DELIVERY-ADR-STANDARDIZED
                    VALUE 'N'.
***-----***
**      0389 - 0389 INVALID SECONDARY ADDRESS
```

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10 NCOA-INVALID-SECONDARY-NMBR  
PIC X.

\*\* YES

88 INVALID-SECONDARY-NMBR  
VALUE 'S'.

\*\*\*-----\*\*\*

\*\* 0390 - 0391 RESERVED 10 FILLER PIC X(2).

\*\*\*-----\*\*\*

\*\* 0392 - 0585 NEW NCOA ADDRESS  
05 NCOA-NEW-NCOA-ADR.

\*\* =====

\*\*\*-----\*\*\*

\*\* 0392 - 0441 STREET ADDRESS  
10 NCOA-NEW-PRIM-ADR  
PIC X(50).

\*\*\*-----\*\*\*

\*\* 0442 - 0449 SECONDARY ADDRESS NUMBER  
10 NCOA-SECONDARY-ADR-NMBR  
PIC X(8).

\*\*\*-----\*\*\*

\*\* 0450 - 0453 SECONDARY ADDRESS DESIGNATOR  
10 NCOA-SECONDARY-ADR-DESIGNATOR  
PIC X(4).

88 APARTMENT VALUE 'APT ' ' APT' .  
88 BASEMENT VALUE 'BSMT' .  
88 BUILDING VALUE 'BLDG' .  
88 DEPARTMENT VALUE 'DEPT' .  
88 FLOOR VALUE 'FL ' ' FL ' ' FL' .  
88 FRONT VALUE 'FRNT' .  
88 HANGER VALUE 'HNGR' .  
88 LOBBY VALUE 'LBBY' .  
88 LOT VALUE 'LOT ' ' LOT' .  
88 LOWER VALUE 'LOWR' .  
88 OFFICE VALUE 'OFC ' ' OFC' .  
88 PENTHOUSE VALUE 'PH ' ' PH ' ' PH' .  
88 PIER VALUE 'PIER' .  
88 REAR VALUE 'REAR' .  
88 ROOM VALUE 'RM ' ' RM ' ' RM' .  
88 SIDE VALUE 'SIDE' .  
88 SLIP VALUE 'SLIP' .  
\*\* STOP  
88 NCOA-STOP VALUE 'STOP' .  
88 SUITE VALUE 'STE ' ' STE' .  
88 TRAILER VALUE 'TRLR' .  
\*\* UNIT

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88 NCOA-UNIT VALUE 'UNIT'.  
88 UNKNOWN VALUE '# ' ' # ' ' # ' ' #'.  
88 UPPER VALUE 'UPPR'.

```

***-----***
** 0454 - 0481 NEW URBANIZATION
    10 NCOA-NEW-URBANIZATION
        PIC X(28).
***-----***
** 0482 - 0495 RESERVED
    10 FILLER          PIC X(14).
***-----***
** 0496 - 0499 ELOT NUMBER
    10 NCOA-NEW-ELOT-NMBR
        PIC X(4).
***-----***
** 0500 - 0500 ELOT CODE
    10 NCOA-NEW-ELOT-CD
        PIC X.
***-----***
** 0501 - 0503 RESERVED
    10 FILLER          PIC X(3).
***-----***
** 0504 - 0516 NEW CITY NAME
    10 NCOA-NEW-CTY   PIC X(13).
***-----***
** 0517 - 0518 RESERVED
    10 FILLER          PIC X(2).
***-----***
** 0519 - 0520 NEW STATE (ABBREVIATED)
    10 NCOA-NEW-ST   PIC X(2).
***-----***
** 0521 - 0525 NEW ZIP CODE
    10 NCOA-NEW-ZIP-CD-5
        PIC X(5).
***-----***
** 0526 - 0529 NEW ZIP+4          10 NCOA-NEW-ZIP-CD-4
        PIC X(4).
***-----***
** 0530 - 0532 NEW DELIVERY POINT BARCODE
    10 NCOA-NEW-DELIVERY-POINT-BRCD
        PIC X(3).
***-----***
** 0533 - 0536 NCOA CORRECTED CARRIER ROUTE CODE
    10 NCOA-NEW-CARR-RTE-CD
        PIC X(4).
***-----***
** 0537 - 0542 EFFECTIVE DATE OF MOVE (YYYYMM)

```

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```

10  NCOA-MOVE-EFF-DATE.
**
*** =====
*** -----**
**  0537 - 0540
      15  NCOA-MOVE-EFF-CCYY
              PIC X(4).
*** -----**
***  0541 - 0542
      15  NCOA-MOVE-EFF-MM
              PIC X(2).
*** -----**
**  0543 - 0543 RESERVED
      10  FILLER          PIC X.
*** -----**
**  0544 - 0545 ADDITIONAL NCOA MATCH FOOTNOTES
      10  NCOA-ADDL-MATCH-FOOTNOTES
              PIC X(2).

      88  NCOA-MATCH VALUE 'A ' ' A'.
**
      NCOA MATCH-MIDDLE NAME /INITIAL NOT PRESENT
      88  NCOA-MATCH-MIDDLE-NAME-MISSING
              VALUE 'A1'.
**
      NCOA MATCH-MATCHED FULL MIDDLE NAME TO INITIAL
      88  NCOA-MATCH-MIDDLE-NAME-2-INIT
              VALUE 'A2'.
**
      NCOA MATCH-MATCHED FULL FIRST NAME TO INITIAL
      88  NCOA-MATCH-1ST-NAME-TO-INIT
              VALUE 'A3'.
**
      NCOA MATCH-FAMILY MOVE, FIRST/MIDDLE DIFFERENT
      88  NCOA-MATCH-1ST-MIDDLE-DIFF
              VALUE 'A4'.
*** -----**
**  0546 - 0568 NIXIE CODES
      10  NCOA-NIXIE-CDS.
**
*** =====
*** -----**
**  0546 - 0546 D - CLIENT FILE HOUSE NUMBER MISSING
      15  NCOA-NIXIE-CD-D
              PIC X.
*** -----**
**  0547 - 0547 E - UNASSIGNED
      15  NCOA-NIXIE-CD-E
              PIC X.
*** -----**
**  0548 - 0548 F - SURNAMES DO NOT MATCH
      15  NCOA-NIXIE-CD-F
              PIC X.

```

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```
***-----***
** 0549 - 0549 G - FIRST NAME DOES NOT MATCH
      15 NCOA-NIXIE-CD-G
          PIC X.
***-----***
** 0550 - 0550 H - TITLES DO NOT MATCH BETWEEN CLIENT AND
**          MASTER FILES
      15 NCOA-NIXIE-CD-H
          PIC X.
***-----***
** 0551 - 0551 I - FIRM NAME DOES NOT MATCH
      15 NCOA-NIXIE-CD-I
          PIC X.
***-----***
** 0552 - 0552 J - CLIENT FILE MISSING FIRST NAME
      15 NCOA-NIXIE-CD-J
          PIC X.
***-----***
** 0553 - 0553 K - MIDDLE NAME DOES NOT MATCH
      15 NCOA-NIXIE-CD-K
          PIC X.
***-----***
** 0554 - 0554 L - DIFFERENT GENDER
      15 NCOA-NIXIE-CD-L
          PIC X.
***-----***
** 0555 - 0555 M - CLIENT FILE MISSING BOX #
      15 NCOA-NIXIE-CD-M
          PIC X.
***-----***
** 0556 - 0556 N - ADDRESSES DO NOT MATCH
**          (PREDIRECTIONAL & POSTDIRECTIONAL DO NOT
**          MATCH)
      15 NCOA-NIXIE-CD-N
          PIC X.
***-----***
** 0557 - 0557 O - STREET NAMES BETWEEN CLIENT AND MASTER
**          FILES DO NOT MATCH
      15 NCOA-NIXIE-CD-O
          PIC X.
***-----***
** 0558 - 0558 P - MASTER FILE HAD MULTIPLE MATCHES
      15 NCOA-NIXIE-CD-P
          PIC X.
***-----***
** 0559 - 0559 Q - APT # NOT EQUAL
      15 NCOA-NIXIE-CD-Q
```

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```

PIC X.
***-----***
** 0560 - 0560 R - INDIVIDUAL MOVE
      15 NCOA-NIXIE-CD-R
      PIC X.
***-----***
** 0561 - 0561 S - COMPANY MOVE
      15 NCOA-NIXIE-CD-S
      PIC X.
***-----***
** 0562 - 0562 T - FAMILY MOVE
      15 NCOA-NIXIE-CD-T
      PIC X.
***-----***
** 0563 - 0563 U - APT # MISSING ON CLIENT OR NCOA FILE
      15 NCOA-NIXIE-CD-U
      PIC X.
***-----***
** 0564 - 0564 V - FIRST INITIAL VERSUS FIRST NAME
      15 NCOA-NIXIE-CD-V
      PIC X.
***-----***
** 0565 - 0565 W - TRANSPOSED APT #
      15 NCOA-NIXIE-CD-W
      PIC X.
***-----***
** 0566 - 0566 X - EXCEPTIONAL UNIT DESIGNATOR WITHOUT VALUE
      15 NCOA-NIXIE-CD-X
      PIC X.
***-----***
** 0567 - 0567 Y - INDIVIDUAL MATCH LOGIC REQUESTED, SURNAMEN
**                   MATCH, OTHER NAME COMPONENTS DO NO MATCH
      15 NCOA-NIXIE-CD-Y
      PIC X.
***-----***
** 0568 - 0568 Z - FAMILY MOVE TO A GENERAL DELIVERY
      15 NCOA-NIXIE-CD-Z
      PIC X.
***-----***
** 0569 - 0569 SECONDARY ADDRESS INDICATOR
      10 NCOA-SECONDARY-ADR-IND
      PIC X.

**                   UNCONFIRMED
      88 SECONDARY-ADR-UNCONFIRMED
      VALUE 'S'.
***-----***
** 0570 - 0585 RESERVED

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```

10 FILLER PIC X(16).
***-----***
** 0586 - 0760 LACS
05 NCOA-LACS-INFORMATION.
**
=====
***-----***
** 0586 - 0586 LACS ACTION CODE
10 NCOA-LACS-MATCH-FLAG
PIC X.

88 LACS-NO-MATCH
VALUE 'C'.
88 LACS-MATCH VALUE 'W'.
***-----***
** 0587 - 0636 STREET ADDRESS
10 NCOA-LACS-ST-ADR
PIC X(50).
***-----***
** 0637 - 0644 SECONDARY ADDRESS NUMBER
10 NCOA-LACS-SECONDARY-ADR-NMBR
PIC X(8).
***-----***
** 0645 - 0648 SECONDARY ADDRESS DESIGNATOR
10 NCOA-LACS-SECOND-ADR-DSGNTR
PIC X(4).

**
88 LACS-APARTMENT
VALUE 'APT ' ' APT'.
**
88 LACS-BASEMENT
VALUE 'BSMT'.
**
88 LACS-BUILDING
VALUE 'BLDG'.
**
88 LACS-DEPARTMENT
VALUE 'DEPT'.
**
88 LACS-FLOOR VALUE 'FL ' ' FL ' ' FL'.
**
88 LACS-FRONT VALUE 'FRNT'.
**
88 LACS-HANGER VALUE 'HNGR'.
**
88 LACS-LOBBY VALUE 'LBBY'.
**
88 LACS-LOT

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```

      88 LACS-LOT      VALUE 'LOT ' ' LOT' .
**      LOWER
      88 LACS-LOWER  VALUE 'LOWR' .
**      OFFICE
      88 LACS-OFFICE VALUE 'OFC ' ' OFC' .
**      PENTHOUSE
      88 LACS-PENTHOUSE
          VALUE 'PH ' ' PH ' ' PH' .
**      PIER
      88 LACS-PIER   VALUE 'PIER' .
**      REAR
      88 LACS-REAR  VALUE 'REAR' .
**      ROOM
      88 LACS-ROOM  VALUE 'RM ' ' RM ' ' RM' .
**      SIDE
      88 LACS-SIDE  VALUE 'SIDE' .
**      SLIP
      88 LACS-SLIP  VALUE 'SLIP' .
**      STOP
      88 LACS-STOP  VALUE 'STOP' .
**      SUITE
      88 LACS-SUITE VALUE 'STE ' ' STE' .
**      TRAILER
      88 LACS-TRAILER
          VALUE 'TRLR' .
**      UNIT
      88 LACS-UNIT  VALUE 'UNIT' .**          UNKNOWN
      88 LACS-UNKNOWN
          VALUE '# ' ' # ' ' # ' ' #' .
**      UPPER
      88 LACS-UPPER VALUE 'UPPR' .
***-----***
**      0649 - 0690 RESERVED
          10 FILLER          PIC X(42) .
***-----***
**      0691 - 0694 ELOT NUMBER
          10 NCOA-LACS-ELOT-NMBR
          PIC X(4) .
***-----***
**      0695 - 0695 ELOT CODE
          10 NCOA-LACS-ELOT-CD
          PIC X .
***-----***
**      0696 - 0698 RESERVED
          10 FILLER          PIC X(3) .
***-----***
**      0699 - 0711 NEW CITY NAME

```

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10  NCOA-LACS-NEW-CTY-NAME
      PIC X(13).
***-----***
**  0712 - 0713 RESERVED
      10  FILLER          PIC X(2).
***-----***
**  0714 - 0715 NEW STATE (ABBREVIATED)
      10  NCOA-LACS-NEW-ST
      PIC X(2).
***-----***
**  0716 - 0720 NEW ZIP CODE
      10  NCOA-LACS-NEW-ZIP-CD
      PIC X(5).
***-----***
**  0721 - 0724 NEW ZIP+4
      10  NCOA-LACS-NEW-ZIP4
      PIC X(4).
***-----***
**  0725 - 0727 NEW DELIVERY POINT BARCODE
      10  NCOA-LACS-NEW-DLVRY-PNT-BRCD
      PIC X(3).
***-----***
**  0728 - 0731 LACS CORRECTED CARRIER ROUTE CODE
      10  NCOA-LACS-CARR-RTE-CD
      PIC X(4).
***-----***
**  0732 - 0737 CONVERSION DATE (YYYYMM)
      10  NCOA-LACS-CONVERSION-DATE.
**
      =====
***-----***
**  0732 - 0735
      15  NCOA-LACS-EFF-CCYY
      PIC X(4).
***-----***
**  0736 - 0737
      15  NCOA-LACS-EFF-MM
      PIC X(2).
***-----***
**  0738 - 0738 CONVERSION MATCH TYPE CODE
      10  NCOA-LACS-CONV-MATCH-TYPE-CD
      PIC X.

**
      RURAL WITH BOX NUMBER TO STREET TYPE ADDRESS
**
      SPLIT
      88  RURAL-BOX-TO-ST-SPLIT
      VALUE '2'.
**
      STREET TO STREET TYPE ADDRESS SPLIT

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      88  ST-TO-ST-SPLIT
              VALUE '3'.
**      RURAL WITH BOX TO STREET TYPE ADDRESS
      88  RURAL-BOX-TO-ST
              VALUE '5'.
**      ADDRESS LOCATED WITHIN 1/4 MILE OF DELIVERY
**      OFFICE
      88  QUARTER-MILE                               VALUE '6'.
**      STREET TO STREET TYPE ADDRESS
      88  ST-TO-ST   VALUE '7'.
**      RURAL WITH NO BOX NUMBER TO STREET TYPE ADDRESS
      88  RURAL-NO-BOX-TO-ST
              VALUE '8'.
***-----***
**      0739 - 0760 RESERVED
          10  FILLER           PIC X(22).
***-----***
**      0761 - 0883  DPV/ELOT
          05  NCOA-DPV.
**      =====
***-----***
**      0761 - 0762 MATCHED TO ZIP+4 RECORD
          10  NCOA-MATCHED-TO-ZIP4-RECORD
              PIC X(2).

          88  MATCHED-TO-ZIP4-RECORD
              VALUE 'AA'.
***-----***
**      0763 - 0764 NON-MATCH TO ZIP+4
          10  NCOA-NONMATCH-TO-ZIP4
              PIC X(2).

          88  NON-MATCH-TO-ZIP4
              VALUE 'A1'.
***-----***
**      0765 - 0766 ALIAS STREET NAME MATCHED TO BASE STREET NAME
          10  NCOA-ALIAS-ST-NAME-MATCH
              PIC X(2).

          88  ALIAS-ST-NAME-MATCH
              VALUE 'A2'.
***-----***
**      0766 - 0768 MATCHED TO ALTERNATE RECORD
          10  NCOA-MATCHED-TO-ALT-RECORD
              PIC X(2).

          88  MATCHED-TO-ALTERNATE-RECORD
              VALUE 'A3'.

```

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\*\*\*-----\*\*\*

\*\* 0769 - 0770 MATCHED TO SMALL TOWN DEFAULT  
10 NCOA-MATCHED-SM-TWN-DEFAULT  
PIC X(2).

88 MATCHED-TO-SMALL-TOWN-DEFAULT  
VALUE 'A4'.

\*\*\*-----\*\*\*

\*\* 0771 - 0772 MATCHED TO UNIQUE ZIP DEFAULT  
10 NCOA-MATCHED-UNIQUE-ZIP-DEFAULT  
PIC X(2).

88 MATCHED-TO-UNIQUE-ZIP-DEFAULT  
VALUE 'A5'.

\*\*\*-----\*\*\*

\*\* 0773 - 0774 MATCHED TO AN HDA RECORD  
10 NCOA-MATCHED-TO-AN-HDA-RECORD  
PIC X(2).

88 MATCHED-TO-AN-HDA-RECORD  
VALUE 'A6'.

\*\*\*-----\*\*\*

\*\* 0775 - 0776 ADDRESS REJECTED DUE TO EWS  
10 NCOA-ADR-REJECTED-FOR-EWS  
PIC X(2).

88 ADR-REJECTED-DUE-TO-EWS  
VALUE 'A7'.

\*\*\*-----\*\*\*

\*\* 0777 - 0778 DPV MATCH ON ALL COMPONENTS  
10 NCOA-DPV-MATCH-ALL-COMPONENTS  
PIC X(2).

88 DPV-MATCH-ON-ALL-COMPONENTS  
VALUE 'BB'.

\*\*\*-----\*\*\*

\*\* 0779 - 0780 NO DPV MATCH ON ANY COMPONENTS  
10 NCOA-NODPV-MATCH-ANY-COMPONENTS  
PIC X(2).

88 NO-DPV-MATCH-ON-ANY-COMPONENTS  
VALUE 'B1'.

\*\*\*-----\*\*\*

\*\* 0781 - 0782 DPV MATCH ON PRIMARY NUMBER BUT NOT SECONDARY  
10 NCOA-DPV-MATCH-PRIME-NOT-2ND  
PIC X(2).

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88 DPV-MATCH-PRIME-NMBR-NOT-2ND  
VALUE 'CC'.

\*\*\*-----\*\*\*

\*\* 0783 - 0783 CORRECTED CITY NAME AND/OR STATE INFO  
10 NCOA-CORR-CTY-OR-ST  
PIC X.  
88 CORR-CTY-OR-ST-INFO  
VALUE 'D'.

\*\*\*-----\*\*\*

\*\* 0784 - 0785 INPUT CITY NAME WAS NON-MAILING, AND WAS  
\*\* CORRECTED  
10 NCOA-CTY-NONMAILING-CORR  
PIC X(2).  
88 CTY-NON-MAILING-CORR  
VALUE 'D1'.

\*\*\*-----\*\*\*

\*\* 0786 - 0786 CORRECTED PRIMARY ADDRESS  
10 NCOA-CORR-PRIM-ADR  
PIC X.  
88 CORR-PRIM-ADR  
VALUE 'E'.

\*\*\*-----\*\*\*

\*\* 0787 - 0788 CORRECTED PRIMARY ADDRESS COMPONENT  
10 NCOA-CORR-PRIM-ADR-COMPONENT  
PIC X(2).  
88 CORR-PRIM-ADR-COMPONENT  
VALUE 'E1'.

\*\*\*-----\*\*\*

\*\* 0789 - 0790 CORRECTED PRIMARY STREET NAME  
10 NCOA-CORR-PRIM-ST-NAME  
PIC X(2).  
88 CORR-PRIM-ST-NAME  
VALUE 'E2'.

\*\*\*-----\*\*\*

\*\* 0791 - 0792 PRIMARY ADDRESS STANDARDIZED  
10 NCOA-PRIM-ADR-STANDARDIZED  
PIC X(2).  
88 PRIM-ADR-STANDARDIZED  
VALUE 'E3'.

\*\*\*-----\*\*\*

\*\* 0793 - 0793 CORRECTED SECONDARY ADDRESS DATA  
10 NCOA-CORR-SECONDARY-ADR

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PIC X.

88 CORR-SECONDARY-ADR-DATA  
VALUE 'F'.

\*\*\*-----\*\*\*

\*\* 0794 - 0795 OUT OF RANGE ALIAS MATCH  
10 NCOA-OUT-OF-RANGE-ALIAS-MATCH  
PIC X(2).

88 OUT-OF-RANGE-ALIAS-MATCH  
VALUE 'G4'.

\*\*\*-----\*\*\*

\*\* 0796 - 0796 ZIP CODE CHANGED  
10 NCOA-ZIP-CD-CHG PIC X.

88 ZIP-CD-CHG VALUE 'H'.

\*\*\*-----\*\*\*

\*\* 0797 - 0798 ZIP CODE ADDED  
10 NCOA-ZIP-CD-ADDED  
PIC X(2).

88 ZIP-CD-ADDED  
VALUE 'H1'.

\*\*\*-----\*\*\*

\*\* 0799 - 0799 FAILED TO MATCH LAST LINE OF ADDRESS  
10 NCOA-NOMATCH-LAST-LINE-ADR  
PIC X.

88 NOMATCH-ON-LAST-LINE-ADR  
VALUE 'J'.

\*\*\*-----\*\*\*

\*\* 0800 - 0800 MULTIPLE-MATCH IN PRIMARY ADDRESS FIELD  
10 NCOA-MULTIMATCH-PRIM  
PIC X.

88 MULTIPLE-MATCH-ON-PRIM  
VALUE 'K'.

\*\*\*-----\*\*\*

\*\* 0801 - 0802 MULTIPLE-MATCH DUE TO MISSING OR INCORRECT  
DIRECTIONALS  
10 NCOA-MULTIMATCH-DIRECTIONALS  
PIC X(2).

88 MULTIPLE-MATCH-ON-DIRECTIONALS  
VALUE 'K1'.

\*\*\*-----\*\*\*

\*\* 0803 - 0804 MULTIPLE-MATCH DUE TO MISSING OR INCORRECT  
SUFFIX  
\*\*

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10 NCOA-MULTIMATCH-SUFFIX  
PIC X(2).

88 MULITPLE-MATCH-ON-SUFFIX  
VALUE 'K2'.

\*\*\*-----\*\*\*\*\*

0805 - 0805 MULTIPLE-MATCH IN SECONDARY ADDRESS FIELD

10 NCOA-MULTIMATCH-SECONDARY  
PIC X.

88 MULITPLE-MATCH-ON-SECONDARY  
VALUE 'L'.

\*\*\*-----\*\*\*

\*\* 0806 - 0807 MISSING STREET NUMBER

10 NCOA-MISS-ST-NUMBER  
PIC X(2).

88 MISS-ST-NUMBER  
VALUE 'M1'.

\*\*\*-----\*\*\*

\*\* 0808 - 0809 ADDRESS NOT FOUND

10 NCOA-ADR-NOT-FOUND  
PIC X(2).

88 ADR-NOT-FOUND  
VALUE 'M2'.

\*\*\*-----\*\*\*

\*\* 0810 - 0811 NO SUCH PRIMARY NUMBER

10 NCOA-NO-SUCH-PRIM-NUMBER  
PIC X(2).

88 NO-SUCH-PRIM-NUMBER  
VALUE 'M3'.

\*\*\*-----\*\*\*

\*\* 0812 - 0813 FIRM NAME NOT MATCHED

10 NCOA-FIRM-NAME-NOT-MATCHED  
PIC X(2).

88 FIRM-NAME-NOT-MATCHED  
VALUE 'M4'.

\*\*\*-----\*\*\*

\*\* 0814 - 0815 MISSING SECONDARY ADDRESS NUMBER ON HIGH-RISE  
MATCH

10 NCOA-NO-2ND-ADR-NMBR-HI-RISE  
PIC X(2).

88 NO-2ND-ADR-NMBR-HI-RISE

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VALUE 'N1' .

\*\*\*-----\*\*\*

\*\* 0816 - 0817 SECONDARY NUMBER NOT FOUND  
10 NCOA-SECONDARY-NMNR-NOT-FOUND  
PIC X(2).

88 SECONDARY-NMNR-NOT-FOUND  
VALUE 'N2' .

\*\*\*-----\*\*\*

\*\* 0818 - 0819 MISSING RR/HC BOX NUMBER  
10 NCOA-MISS-RR-HC-BOX-NUMBER  
PIC X(2).

88 MISS-RR-HC-BOX-NUMBER  
VALUE 'P1' .

\*\*\*-----\*\*\*

\*\* 0820 - 0821 RR/HC BOX NUMBER NOT FOUND  
10 NCOA-RR-HC-BOX-NMNR-NOT-FOUND  
PIC X(2).

88 RR-HC-BOX-NMNR-NOT-FOUND  
VALUE 'P2' .

\*\*\*-----\*\*\*

\*\* 0822 - 0823 MISSING PO BOX NUMBER  
10 NCOA-MISS-PO-BOX-NUMBER  
PIC X(2).

88 MISS-PO-BOX-NUMBER  
VALUE 'Q1' .

\*\*\*-----\*\*\*

\*\* 0824 - 0825 PO BOX NUMBER NOT FOUND  
10 NCOA-PO-BOX-NUMBER-NOT-FOUND  
PIC X(2).

88 PO-BOX-NUMBER-NOT-FOUND  
VALUE 'Q2' .

\*\*\*-----\*\*\*

\*\* 0826 - 0827 DPV-CMRA MATCH  
10 NCOA-DPV-CMRA-MATCH  
PIC X(2).

88 DPV-CMRA-MATCH  
VALUE 'RR' .

\*\*\*-----\*\*\*

\*\* 0828 - 0829 DPV-CMRA, NO SECONDARY MATCH  
10 NCOA-DPV-CMRA-NO-SCNDARY-MATCH  
PIC X(2).

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88 DPV-CMRA-NO-SECONDARY-MATCH  
VALUE 'R1'.

\*\*\*-----\*\*\*

\*\* 0830 - 0831 ZIPMOVE MATCH  
10 NCOA-ZIPMOVE-MATCH  
PIC X(2).  
88 ZIPMOVE-MATCH  
VALUE 'Z0'.

\*\*\*-----\*\*\*

\*\* 0832 - 0833 ZIPMOVE NON-MATCH DUE TO COMPONENT CHANGE  
10 NCOA-ZIPMOVE-NOMTCH-CMPNNT-CHG  
PIC X(2).  
88 ZIPMOVE-NOMATCH-COMPONENT-CHG  
VALUE 'Z1'.

\*\*\*-----\*\*\*

\*\* 0834 - 0835 ZIPMOVE NON-MATCH DUE TO INVALID NEW ZIP+4  
10 NCOA-ZIPMOVE-NOMTCH-NEW-ZIP4  
PIC X(2).  
88 ZIPMOVE-NOMATCH-NEW-ZIP4  
VALUE 'Z2'.

\*\*\*-----\*\*\*

\*\* 0836 - 0836 DPV MATCH CODE (Y = DPV MATCH)  
10 NCOA-DPV-MATCH-CD  
PIC X.  
88 DPV-MATCH VALUE 'Y'.

\*\*\*-----\*\*\*

\*\* 0837 - 0845 RESERVED  
10 FILLER PIC X(9).

\*\*\*-----\*\*\*

\*\* 0846 - 0860 RESERVED  
10 FILLER PIC X(15).

\*\*\*-----\*\*\*

\*\* 0861 - 0862 DELIVERABILITY INDEX SCORE  
\*\* 1 - FOOTNOTE 'BB' OR 'CC' MATCHED (AS WELL  
\*\* AS 'AA').  
\*\* 1R - FOOTNOTE 'BB' OR 'CC' MATCHED (AS WELL  
\*\* AS 'AA', 'RR', 'R1') ADDRESS IS CMRA.  
\*\* 2 - FOOTNOTE 'AA' MATCHED (BUT DID NOT MATCH  
\*\* TO 'BB' OR 'CC').  
\*\* 3 - FOOTNOTE 'A1', AND POSSIBLY FOOTNOTES  
\*\* WITHIN CRITERIA FOR SCORES '4' OR '5'.  
\*\* 4 - FOOTNOTE 'A1', AS WELL AS ONE OF FOOTNOTES  
\*\* 'K1', 'K2', 'L', 'N1', 'N2'.

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\*\*                   5 - FOOTNOTE 'A1', AS WELL AS ONE OF FOOTNOTES  
\*\*                   'J', 'K', 'M1', 'M2', 'P1', 'P2', 'Q1',  
\*\*                   'Q2', 'Z1', 'Z2'.

10 NCOA-DELIVERY-INDEX-SCORE  
PIC X(2).

\*\*\*-----\*\*\*

\*\* 0863 - 0877 RESERVED

10 FILLER PIC X(15).

\*\*\*-----\*\*\*

\*\* 0878 - 0883 ZIP+4 RELATED

05 NCOA-ZIP4-RELATED.

\*\* =====

\*\*\*-----\*\*\*

\*\* 0878 - 0878 RECORD TYPE CODE

10 NCOA-RECORD-TYPE-CD  
PIC X.

88 GENERAL-DELIVERY  
VALUE 'G'.

88 HIGHRISE VALUE 'H'.

88 PO-BOX VALUE 'P'.

\*\* RURAL ROUTE OR HIGHWAY CONTRACT

88 RURAL-ROUTE VALUE 'R'.

88 STREET VALUE 'S'.

\*\*\*-----\*\*\*

\*\* 0879 - 0881 COUNTY CODE

10 NCOA-COUNTY-CD  
PIC X(3).

\*\*\*-----\*\*\*

\*\* 0882 - 0883 CONGRESSIONAL DISTRICT NUMBER

10 NCOA-CNGRSSNL-DSTRCT-NMBR  
PIC X(2).

\*\*\*-----\*\*\*

\*\* 0884 - 1114 FINAL ADDRESS

05 NCOA-FINAL-ADR.\*\* =====

\*\*\*-----\*\*\*

\*\* 0884 - 0933 FULL ADDRESS (HOUSENUM, PREDIR, STREET NM & SFX,  
\*\* SECDES, PSTDIR, POBX, RR/HC)

10 NCOA-FINAL-FULL-ADR  
PIC X(50).

\*\*\*-----\*\*\*

\*\* 0934 - 0943 HOUSE NUMBER

10 NCOA-FINAL-HOUSE-NUMBER  
PIC X(10).

\*\*\*-----\*\*\*

\*\* 0944 - 0945 PREDIRECTION

10 NCOA-FINAL-PREDIRECTION  
PIC X(2).

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```

***-----***
** 0946 - 0973 STREET NAME
    10 NCOA-FINAL-ST-NAME
        PIC X(28).
***-----***
** 0974 - 0977 STREET SUFFIX
    10 NCOA-FINAL-ST-SUFFIX
        PIC X(4).
***-----***
** 0978 - 0979 POSTDIRECTION
    10 NCOA-FINAL-POSTDIRECTION
        PIC X(2).
***-----***
** 0980 - 0983 SECONDARY ADDRESS DESIGNATOR
    10 NCOA-FINAL-2ND-ADR-DESIGNATOR
        PIC X(4).

    88 APARTMENT    VALUE 'APT ' ' APT'.
    88 BASEMENT    VALUE 'BSMT'.
    88 BUILDING    VALUE 'BLDG'.
    88 DEPARTMENT  VALUE 'DEPT'.
    88 FLOOR       VALUE 'FL ' ' FL ' ' FL'.
    88 FRONT      VALUE 'FRNT'.
    88 HANGER     VALUE 'HNGR'.
    88 LOBBY      VALUE 'LBBY'.
    88 LOT        VALUE 'LOT ' ' LOT'.
    88 LOWER      VALUE 'LOWR'.
    88 OFFICE     VALUE 'OFC ' ' OFC'.
    88 PENTHOUSE  VALUE 'PH ' ' PH ' ' PH'.
    88 PIER       VALUE 'PIER'.
    88 REAR      VALUE 'REAR'.
    88 ROOM       VALUE 'RM ' ' RM ' ' RM'.
    88 SIDE      VALUE 'SIDE'.
    88 SLIP      VALUE 'SLIP'.
**
    88 STOP
    88 NCOA-STOP  VALUE 'STOP'.
    88 SUITE     VALUE 'STE ' ' STE'.
    88 TRAILER   VALUE 'TRLR'.
**
    UNIT
    88 NCOA-UNIT  VALUE 'UNIT'.
    88 UNKNOWN   VALUE '# ' ' # ' ' # ' ' #'.
    88 UPPER    VALUE 'UPPR'.
***-----***
** 0984 - 0991 SECONDARY ADDRESS VALUE
    10 NCOA-FINAL-2ND-ADR-VALUE
        PIC X(8).
***-----***

```

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```

**      0992 - 0997 PO BOX DESCRIPTION
          10  NCOA-FINAL-PO-BOX-DESCRIPTION
                PIC X(6).
***-----***
**      0998 - 1007 PO NUMBER
          10  NCOA-FINAL-PO-NUMBER
                PIC X(10).
***-----***
**      1008 - 1017 RR/HC NUMBER
          10  NCOA-FINAL-RRHC-NUMBER
                PIC X(10).
***-----***
**      1018 - 1027 RR/HC BOX
          10  NCOA-FINAL-RRHC-BOX
                PIC X(10).
***-----***
**      1028 - 1040 CITY
          10  NCOA-FINAL-CTY  PIC X(13).
***-----***
**      1041 - 1042 STATE
          10  NCOA-FINAL-ST   PIC X(2).
***-----***
**      1043 - 1047 ZIP CODE
          10  NCOA-FINAL-ZIP-CD
                PIC X(5).
***-----***
**      1048 - 1051 ZIP+4 CODE
          10  NCOA-FINAL-ZIP4-CD
                PIC X(4).
***-----***
**      1052 - 1054 DELIVERY POINT BARCODE
          10  NCOA-FINAL-DELIVERYPNT-BARCD
                PIC X(3).
***-----*****
1055 - 1058 CARRIER ROUTE
          10  NCOA-FINAL-CARRIER-ROUTE
                PIC X(4).
***-----***
**      1059 - 1062 ELOT NUMBER
          10  NCOA-FINAL-ELOT-NUMBER
                PIC X(4).
***-----***
**      1063 - 1063 ELOT CODE
          10  NCOA-FINAL-ELOT-CD
                PIC X.
***-----***
**      1064 - 1091 URBANIZATION

```

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10 NCOA-FINAL-URBANIZATION  
PIC X(28).

\*\*\*-----\*\*

\*\* 1062 - 1103 PRIVATE MAILBOX NUMBER  
10 NCOA-FINAL-PRVT-MAILBOX-NMBR  
PIC X(12).

\*\*\*-----\*\*

\*\* 1104 - 1104 RESERVED  
10 FILLER PIC X.

\*\*\*-----\*\*

\*\* 1105 - 1114 RESERVED  
10 FILLER PIC X(10).

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### **Exhibit 3 - NCOALink® Full Service Provider Required Text Document**

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<<Licensee company name>> is a non-exclusive Licensee of the USPS® (United States Postal Service®) to provide Full Service NCOA<sup>Link</sup> processing, ZIP + 4® Coding, DPV®, LACS<sup>Link</sup>® and Suite<sup>Link</sup>™.

It is important to note that not all Service Providers can provide the same level of service. Data quantity differs based on license level. Full Service Providers receive the full 48 month data while Limited Service Providers receive an 18 month data set. All data fulfillments to Service Providers are provided weekly under direct license from the USPS.

The full NCOA<sup>Link</sup> file is a consolidated file of move information that on average contains approximately 160 million permanent changes-of-address (COAs) filed with the United States Postal Service (USPS). These COAs are retained on the file for a four-year period from the move-effective date and the file is updated weekly.

Before being added to the NCOA<sup>Link</sup> file, the **Old** address supplied by the Postal customer must be ZIP + 4 coded. The **New** addresses must be ZIP + 4 coded and validated using the USPS' proprietary database of actual delivery points. (NOTE: The delivery point database does not include NAMES or COA information.) Each delivery point confirmed **New** address is included on the NCOA<sup>Link</sup> file. If unable to validate the **New** address, the NCOA<sup>Link</sup> process will indicate that a move exists but will not provide the undeliverable **New** address.

**New** address information is provided only when a match to the input name and address is attained. The typical profile of the **New** address information contained on the NCOA<sup>Link</sup> file is as follows:

- 80.92% Forwardable moves containing delivery point confirmed **New** addresses –  
**New** address provided
- 1.18% Moves containing unconfirmed **New** addresses – **New** address not provided
- 13.80% Moved, left no address
- 3.92% PO Box Closed
- 0.18% Foreign moves

When possible, postal customers who move multiple times within the NCOA<sup>Link</sup> time period are “linked” or “chained” to ensure that the latest address is furnished when an NCOA<sup>Link</sup> match is attained. This is not always possible if subsequent COAs are not filed in exactly the same manner as a COA filed previously (e.g., name spelling differences or conflicting secondary information).

The provision of change of address information is controlled by strict name and address matching logic. NCOA<sup>Link</sup> processing will only provide new address information when queried with a specific algorithm of the name and input address from a mailers address list which matches the information on the NCOA<sup>Link</sup> Product. Data contained in and information returned by NCOA<sup>Link</sup> is determined by the name and move type (Business, Individual, or Family) indicated on a Postal customer's Change of Address form.

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The data contained within the NCOA<sup>Link</sup> Product is comprised of approximately 40% family moves, 54% individual moves, and 6% business moves.

All matches made to the NCOA<sup>Link</sup> file require a ZIP + 4 coded, parsed input address.

The five types of processing modes are Standard (S); Business and Individual (C); Individual (I); Business (B); and Residential (R).

**Standard Processing Mode (S)**

- Standard Processing Mode requires inquiries in the following order:
  - Business – Match on business name.
  - Individual – Match on first name, middle name, surname and title required. Gender is checked and nickname possibilities are considered.
  - Family – Match on surname only.
- **Under no circumstances shall there be a “Family” match only option.**

**Business and Individual Processing Mode (C)**

- The NCOA<sup>Link</sup> customer may choose to omit all “Family” match inquiries and allow only “Individual” and “Business” matches to be acceptable. This matching process is also known as C Processing Mode.

**Individual Processing Mode (I)**

- The NCOA<sup>Link</sup> customer may also choose to omit “Business” match inquiries when processing individual names for mailing lists that contain no business addresses.

**Business Processing Mode (B)**

- The NCOA<sup>Link</sup> customer may choose to process for only “Business” matches when processing a “Business-to-Business” mailing list which contains no residential (Individual or Family) addresses.

**Residential Processing Mode (R)**

- The NCOA<sup>Link</sup> customer may choose to omit “Business” match inquiries and allow only “Individual” and “Family” matches to be acceptable under Residential Processing Mode. This matching process is also known as R Processing Mode.

The USPS has opted to remove soundex from the matching logic process. Consequently, the USPS has established a process called the “Rules Table.” This process will produce matches that otherwise would not be possible, i.e. JOHNY and JOHNNY, without the risks associated with soundex.

All nickname possibilities are derived from a standard USPS nickname list. In considering alternate presentations of an input name, only reasonable derivatives of the original input name are acceptable. If an input name and address do not match to NCOA<sup>Link</sup> and alternative queries are attempted, any variations which obtain NCOA<sup>Link</sup> matches will be provided to the NCOA<sup>Link</sup> customer for analysis.

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When a match or a near match of an input name and address to NCOA<sup>Link</sup> is identified, a standard NCOA<sup>Link</sup> return code is provided indicating the type of match made or reason that a match could not be made.

The standard output of a USPS NCOA<sup>Link</sup> process is:

- a) Each original unaltered input name and address as it was presented.
- b) The standardized input address appended with the correct ZIP + 4/DPC, other postal values and any other intelligence flags or footnotes that result from the CASS<sup>TM</sup> processing segment.
- c) For each mailing address for which there is a match to the NCOA<sup>Link</sup> Product, a standardized new address with 11-digit Delivery Point Barcode (DPBC) and standard return codes.
- d) When a match is made, the following elements must be returned: the move effective date, the specific name and address utilized in the query that obtained the match, and the move type. The move type is determined by the Interface based on the specific name inquiry utilized to obtain the match.
- e) For each mailing address for which there is not a match to the NCOA<sup>Link</sup> Product, the Interface shall return all elements as appropriate under items a and b as well as any standard return codes as may be appropriate.
- f) The urbanization name information, when applicable.
- g) The carrier route information for new (updated) addresses.
- h) DPV<sup>Link</sup> results for the input address, if requested.
- i) LACS<sup>Link</sup> results, if requested.
- j) Suite<sup>Link</sup> results, if requested.
- k) Processing summary report containing information to identify the specific list and the statistics resulting from the NCOA<sup>Link</sup> process performed on the list.

Although every record must be returned, the format of the records returned by a Service Provider to their clients is determined by a separate agreement between the processor and the customer.

NCOA<sup>Link</sup> processing has the potential to reduce returned mail, yet the USPS does not make any guarantees, express or implied, on the reduction of such mail. Thus any costs associated with returned mail are the Licensees' and/or their customers' sole responsibility.

An NCOA<sup>Link</sup> customer with questions about the specific results returned from an NCOA<sup>Link</sup> process must first contact the processor for explanation and resolution.

Prior to the processing of NCOA<sup>Link</sup> data, every customer must have completed and returned to their NCOA<sup>Link</sup> Licensee the "NCOA<sup>Link</sup> PROCESSING ACKNOWLEDGEMENT FORM" provided to them by their Licensee or Agent. It is inappropriate to misrepresent any of the information on the form. Punitive action will be taken by the USPS if the customer, agent or licensee is found to have knowingly supplied false information. Depending on the severity of the offense, actions may include litigious or even criminal charges being brought against the offender.

The following trademarks are owned by the United States Postal Service®: CASS, LACS<sup>Link</sup>, NCOA<sup>Link</sup>, United States Postal Service, USPS and ZIP + 4.

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## **Exhibit A - Bid Protest Policy**

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, Procurement of the Office of Budget and Management Analysis. In addition, matters that are perceived to contain, or are potentially confidential or trade secret information should be shared with the Chief Financial Officer of the Office of Budget and Management Analysis 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

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should have known of the facts which form the basis of the protest, and, where State Finance Law § 112 approval is required, prior to final approval of the recommendation by the State Comptroller.

**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 in the IFB.

**Review and Final Determination**

Copies of all protests will be provided to the Assistant Director, Procurement of the Office of Budget and Management Analysis 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 Assistant Director, Procurement of the Office of Budget and Management Analysis 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, Procurement of the Office of Budget and Management Analysis, and provide a memorandum to the Chief Financial Officer of the Office of Budget and Management Analysis summarizing the results of the review and recommendation. The Chief Financial Officer of the Office of Budget and Management Analysis 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 Chief Financial Officer of the Office of Budget and Management Analysis will be final.

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**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.

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 State Finance Law § 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 Chief Financial Officer of the Office of Budget and Management Analysis.

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 State Finance Law § 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 State Finance Law § 112 approval, b) modifying the proposed award recommendation in part and supporting a request for final State Finance Law § 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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**Exhibit B (1) - (ST-220-TD)**



(6/06)

New York State Department of Taxation and Finance

**Contractor Certification**

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

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

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

**General information**

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

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*, available at [www.nystax.gov](http://www.nystax.gov). Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

**Privacy notification**

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

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

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

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

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

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

Mail completed form to:

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

**Need Help?**



**Internet access:** [www.nystax.gov](http://www.nystax.gov)  
(for information, forms, and publications)



**Fax-on-demand forms:** 1 800 748-3676



**Telephone assistance** is available from  
8:00 A.M. to 5:00 P.M. (eastern time),  
Monday through Friday.

To order forms and publications: 1 800 698-2931  
1 800 462-8100

**Sales Tax** Information Center: 1 800 462-8100

From areas outside the U.S. and outside Canada: (518) 485-6800

**Hearing and speech impaired** (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110



**Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

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**Exhibit B (1) cont'd**

Page 2 of 4 ST-220-TD (6/06)

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_  
(name) (title)  
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Make only one entry in each section below.

**Section 1 - Contractor registration status**

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 2 - Affiliate registration status**

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 3 - Subcontractor registration status**

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

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

\_\_\_\_\_  
(sign before a notary public)

\_\_\_\_\_  
(title)





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**Exhibit B (2) - (ST-220-CA)**



(6/06)  
New York State Department of Taxation and Finance

**Contractor Certification to Covered Agency**  
(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

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

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

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_  
(name) (title)  
of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:  
*(Mark an X in only one box)*

- The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.
- The contractor has previously filed Form ST-220-TD with the Tax Department in connection with \_\_\_\_\_  
*(insert contract number or description)*  
and, to the best of the contractor's knowledge, the information provided on that previously filed Form T-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

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

\_\_\_\_\_  
*(sign before a notary public)*

\_\_\_\_\_  
*(title)*

**Instructions**

**General Information**

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

If you have questions, please call our information center at 1 800 698-2931.

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

**When to complete this form**

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

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

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



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

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.



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**Attachment 1 - Bidder's Checklist**

**Qualifying and Financial Requirements:**

- Copy of Current NCOA License
- Written Statements as to Bidder's Experience
- Attachment 2 – Bidder Attestation Form (Parts I and II)
- Attachment 3 – Reference Form
- Attachment 4 – Pricing Proposal

**Administrative Requirements:**

- Transmittal Letter
- Attachment A - Offerer Affirmation of Understanding of, and Compliance with, Procurement Lobbying Guidelines
- Attachment B - Designation of Prime Contact
- Attachment C - Offerer Disclosure of Prior Non-Responsibility Determinations
- Attachment D - Offerer Certification of Compliance with State Finance Law 139-k(5)
- Attachment E - MacBride Fair Employment Principles Form
- Attachment F - Vendor Responsibility Questionnaire
- Attachment G - (DTF-202) Agreement to Adhere to Secrecy Provisions
- Attachment H - Public Officer's Law
- Attachment I – Proposal Certification
- Request for Exemption from Disclosure

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**Attachment 2 – Bidder Attestation Form**

**Part I - Mandatory Qualifying Requirements**

Please check *Yes* or *No* as appropriate. The bidder must meet all mandatory qualifying requirements to bid on this proposal. See Section IV.

**A. NCOA/NIXIE Processing License and Prior Experience**

1. Bidder is an NCOALink Full Service Provider and has a current license in good standing, issued by the United States Postal Service to NCOA Contractors. A copy of the current license is attached.

Yes: \_\_\_\_ No: \_\_\_\_

2. Bidder's Prior Experience

a. A separate page is attached with a brief written statement as to the bidder's experience, including the use of electronic data exchange for the transfer of data.

Yes: \_\_\_\_ No: \_\_\_\_

b. Information for two NCOA and NIXIE mail processing contracts for services performed by the bidder within the past 3 years. Contracts are comparable in size and scope to DTF's requirements and include the use of electronic data exchange for the transfer of data.

Yes: \_\_\_\_ No: \_\_\_\_

**Part II – Mandatory Technical Requirements**

**A. Data Exchange, Security and Software**

Please check *Yes* or *No* as appropriate. The bidder must attest they meet all Department data exchange, security and software specifications. See Section V.

1. Bidder will use electronic data exchange for the transfer of data and must use an electronic data exchange protocol acceptable to the Department. Yes: \_\_\_\_ No: \_\_\_\_

Please identify the electronic data exchange protocol to be used: \_\_\_\_\_

2. Bidder will encrypt the connection and the data to secure DTF sensitive data and has identified the connection and data encryption to be used. Yes: \_\_\_\_ No: \_\_\_\_

Please identify connection and data encryption to be used: \_\_\_\_\_

Bidder will encrypt all transferred DTF files at the data level using a public/private key pair encryption and has identified the file encryption to be used. Yes: \_\_\_\_ No: \_\_\_\_

Please identify the file encryption to be used: \_\_\_\_\_

3. Bidder will implement compatible software with these products and the connection will meet all Department and industry standard security measures, including the use of the standard TCP Port 22.

Yes: \_\_\_\_ No: \_\_\_\_

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Attachment 2 (cont'd)

**B. Record Processing**

Please check *Yes* or *No* as appropriate. The bidder must attest they meet all of the record processing requirements. See Section V.

1. Bidder agrees to provide DTF the capability to send and receive TEST files, up to 100,000 records, prior to the first Production files to be processed. Associated costs, if any, are indicated on *Attachment 4, Pricing Proposal*. Yes: \_\_\_\_ No: \_\_\_\_
2. Bidder agrees to and can meet Record Processing requirements #1 – 5 for each file that DTF sends to the Contractor. Yes: \_\_\_\_ No: \_\_\_\_
3. Additional costs, if any, associated with processing unscheduled files are indicated on *Attachment 4, Pricing Proposal*. Yes: \_\_\_\_ No: \_\_\_\_
4. Bidder agrees the cost for any File format updates and/or changes will be negotiated at the time of USPS mandated changes, or DTF technical considerations. Yes: \_\_\_\_ No: \_\_\_\_

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

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

**Telephone Number:** \_\_ (\_\_\_\_) \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

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

**Printed Name/Title:** \_\_\_\_\_

**Federal ID #:** \_\_\_\_\_

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**Attachment 3 - Reference Form**

**BIDDER'S NAME:** \_\_\_\_\_

The Bidder must complete one (1) form for **each** contract/reference in response to the requirements outlined in **Section IV. A, NCOA/NIXIE Processing License and Prior Experience.**

Written statements as to the bidder's experience must be included with the bid proposal.

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

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

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

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

Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Contract Information:**

1. Contract Dates (Month/Year)

Begin Date \_\_\_\_\_ End Date \_\_\_\_\_

2. Volume of files/records involved in NCOA and NIXIE mail processing services which included the use of electronic data exchange for the transfer of data with a turnaround time of approximately 10 days from Contractor receipt of outgoing file to contracting agency receipt of incoming file layout:

\_\_\_\_\_

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**Attachment 4 – Pricing Proposal**

<b>I. Cost per Thousand Records:</b>	\$ _____
<b>II. Cost for Test File:</b>	\$ _____
<b>III. Cost for Unscheduled Files to be Processed, if any (i.e., more than the 4 scheduled times per year.)</b>	\$ _____
<b>GRAND TOTAL</b>	<b>\$ _____</b>

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

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

Telephone Number: \_\_ (\_\_\_\_) \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

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

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Federal ID#

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**Attachment A - 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:

\_\_\_\_\_

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 B – 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: \_\_\_\_\_

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**Attachment C – 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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**Offerer Disclosure of Prior Non-Responsibility Determinations (cont'd)**

Procurement Description, Contract or Bid Number:

---

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

**NEW YORK STATE  
DEPARTMENT OF TAXATION AND FINANCE  
INVITATION FOR BIDS (IFB) #08-14  
NATIONAL CHANGE OF ADDRESS (NCOA) AND NIXIE MAIL PROCESSING SERVICES**

**Offerer Disclosure of Prior Non-Responsibility Determinations (cont'd)**

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: \_\_\_\_\_

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**Attachment D – Offerer Certification of Compliance with State 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: \_\_\_\_\_

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**Attachment E – MacBride Fair Employment Principles Form**

“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 F – Vendor Responsibility Questionnaire

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

Bidders must complete a Vendor Responsibility Questionnaire in response to this IFB. Bidders are invited to file the required Vendor Responsibility Questionnaire online via the OSC New York State VendRep System or may choose to complete and submit a paper questionnaire.

To enroll in and use the New York State VendRep System, see the VendRep System instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.mu.us](mailto:helpdesk@osc.state.mu.us).

Bidders opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact one of the Department's designated contacts.

Please check *one* of the following:

- A Vendor Responsibility Questionnaire has been filed online and has been certified/updated within the last six months.
- A Vendor Responsibility Questionnaire is attached to this bid proposal.

NOTE: If a Vendor Responsibility Questionnaire has been filed online and has not been certified within the last six months, the bidder must either update/recertify the online questionnaire or submit a new paper Vendor Responsibility Questionnaire. Upon notification of award, the Contractor will be required to update/recertify the online questionnaire.

## **Attachment G - DTF-202 (3/00) – 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.

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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.

New York State Department of Taxation and Finance  
Invitation For Bid (IFB) 08-05  
On-line Financial Information Services

Attachment G (cont'd)

Organization: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Social security number: \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ ZIP code \_\_\_\_\_

**Attachment H – Public Officer’s Law**

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

**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.

I have read and agree to comply with the requirements of Public Officer’s Law Section 73 (4) a.i. I further acknowledge that failure to comply shall justify contract termination by the Department and may result in the rejection of bids or proposals for future work with the Department.

By \_\_\_\_\_  
(Signature) (Title)

Firm’s Legal Name \_\_\_\_\_  
(Date)

## Attachment I - Proposal Certification

**The proposal must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and your full knowledge and acceptance of the terms and conditions outlined in this INVITATION FOR BIDS and Appendix A (Standard Clauses For New York State Contracts), and that all information provided is complete, true and accurate.**

Name of Company Bidding: \_\_\_\_\_

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

Bidder's Address: \_\_\_\_\_

\_\_\_\_\_

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

Name (Print): \_\_\_\_\_

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

Phone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

\*\*\*\*\*

**If you are not bidding, place an "x" in the box and return this page only.**

**WE ARE UNABLE TO BID AT THIS TIME BECAUSE:**

\_\_\_\_\_.

**PLEASE REMOVE MY NAME FROM THE BIDDERS LIST.**

New York State Department of Taxation and Finance  
Invitation For Bid (IFB) 08-05  
On-line Financial Information Services