



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

Patrick Ryan, Director  
Budget & Accounting Services

Catherine Golden, Director  
Procurement Services

**June 24, 2014**

**Amendment #2**

**For Invitation for Bids (IFB) 14-07**

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

To All Potential Bidders:

The Department is issuing Amendment #2 to:

- Amend *Schedule of Events*;
- Amend **Preface, G. Contract Signing and Contract Term**;
- Amend *IV. Mandatory Qualifying Requirements (Pass/Fail)* to include, **3.** (Insurance information);
- Amend *IV. Mandatory Qualifying Requirements* **Proposal Response Requirement**;
- Amend *V. Mandatory Technical Requirements, C. Testing, and Proposal Response Requirement*;
- Amend *V. Mandatory Technical Requirements*, to include, **D. Insurance, and Proposal Response Requirement**;
- Delete *VII. Administrative Requirements, A. 17. Conflict of Terms and Conditions for This IFB*;
- Amend *VIII. Submission of Bid Proposal*;
- Delete "*Final Notification*" definition in Appendix C, Preliminary Contract, *Article I. Definitions*;
- Amend *Article V. Contract Term*, of Appendix C, Preliminary Contract;
- Amend *Article XIV. Insurance* in Appendix C, Preliminary Contract;
- Amend *Attachment 1 – Bidder's Checklist* **Revised June 24, 2014**; and
- Amend *Attachment 4, Bidder Attestation Form* to *Attachment 4, Bidder Attestation Form Revised 6/24/14*, including:
  - *Part I.A., 3. Insurance*;
  - *Part II.B.2. Record Processing*;
  - *Part II.C.2. Testing*; and
  - *Part II, D. Insurance*.

All deletions are shown as shaded, strike-through text; all additions are made in red text.

All other requirements and conditions remain as indicated in the IFB.



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

**Invitation For Bids # 14-07**

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

**IFB Issue Date: June 4, 2014**

**Bid Due Date: ~~July 18~~ August 1, 2014**

**By 2:00 PM ET**

## Schedule of Events

<u>Date</u>	<u>Event</u>	<u>Description/Reference</u>
June 4, 2014	IFB Issued	
<del>June 18</del> <b>July 2,</b> 2014, By <b>*2:00 P.M. ET</b>	Deadline for Submission of "Offerer Understanding of, and Compliance with, Procurement Lobbying Guidelines" <b>And</b> Deadline for Submission of Written Questions and Requests for Clarification(s)	Refer to <b>Preface</b> (page 6) for information. Submit <b>Attachment 2</b> .  Refer to <b>Preface</b> (page 5) for instruction.
<del>June 27</del> <b>July 10,</b> 2014	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 <b>Preface</b> (page6) for information.
July <del>3</del> <b>17,</b> 2014	Notification of Intent to Bid Form Due (Suggested)	See <b>Attachment 3</b>
<del>July 18</del> <b>August 1,</b> 2014, By <b>*2:00 P.M. ET</b>	Bids Due	See <b>Sections VIII and IX</b> for complete instructions.
<del>July 28</del> <b>August 11,</b> 2014 – August <del>8</del> <b>22,</b> 2014	Production Files Testing (File Size: Approximately 44 Million Records)	See <b>Sections V.C and X</b> .
August <del>13</del> <b>27,</b> 2014	Notification of Intent to Award Contract	See <b>Section XI</b> for details.
September <del>15</del> <b>26,</b> 2014	Deadline for Contract Signature	

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**(IFB)**

**Preface**

**G. Contract Signing and Contract Term**

**The Bidder must agree to sign a contract within thirty (30) days of Notification of Intent to Award. If the Bidder fails to do so, the Department reserves the right to begin negotiations with the next highest ranked Bidder.** The Preliminary Contract is attached as **Appendix C**. Any exceptions or additions to the terms and conditions of the Preliminary Contract must be identified in the Bidder's proposal. The Department will not sign any vendor supplied contract documents. As such, if there are specific terms to be included in the final Contract, they must be submitted in response to **Section VII.B.18**.

The Department will award one (1) Contract to the successful Bidder for ~~an initial~~ term of five (5) years commencing upon approval of the Attorney General and OSC. ~~The Contract may be renewed by mutual agreement of all Parties for two (2) additional one-year periods.~~

**IV. MANDATORY QUALIFYING REQUIREMENTS (Pass/Fail)**

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.**

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.

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 mailing list within 95 days before the mailing date.

The Postal Service offers several pre-approved methods. Mailers must use one of the pre-approved 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>).**

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***NCOA/Nixie Processing License and Prior Experience***

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>. Throughout the term of the Contract resulting from this IFB, the Bidder must continue to maintain its status as an NCOA<sup>Link</sup> Full Service Provider licensed by the United States Postal Service (USPS), to provide National Change of Address processing services in accordance with current USPS Domestic Mail Manual Regulations pertaining to First Class Mail, Section 233.3.5 Move Update Standard USPS Postal Regulations, and as they may be amended from time to time. The Bidder must immediately notify the Department about any change in the status of their NCOA<sup>Link</sup> license issued by the USPS. A copy of the current license issued by the USPS must be provided.
2. Have experience providing NCOA and NIXIE mail processing services for a minimum of two (2) years within the past three (3) years immediately prior to Bid due date. Such experience must have included the use of electronic data exchange for the transfer of data. The Bidder may provide information for up to two (2) contracts to meet this two-year requirement. Additionally, the information submitted for each contract must demonstrate the use of electronic data exchange for the transfer of data consisting of fifteen million (15,000,000) records or more, with a maximum turnaround time of ten **(10) business days** (twelve (12) to fourteen (14) calendar days plus holidays) from Contractor receipt of Outgoing File to the contracting agency receipt of Incoming File.
3. **At the time of proposal submission, the Bidder's company and all staff must be insured against financial losses resulting from Bidder's employee's actions. The Bidder must provide its current insurance information and must attach a copy of its current insurance including a description of coverage and the amount of coverage.**

***Proposal Response Requirement:*** The Bidder must complete and submit ***Attachment 4, Bidder Attestation Form Revised 6/24/14 - Part I (A.1, 2 and 3)***, and ***Attachment 5, Contract Reference Form***.

Attachment 5 information must include contract term, contracting entities, electronic data exchange volumes, turnaround time, and name, title, and contact information (i.e., phone number and email address) for client staff that administered the contract and worked with the Bidder throughout the contract term.

**NOTE: The Bidder is solely responsible for providing references that are readily available to be contacted by DTF and will respond to reference questions. If DTF is unable to contact a reference, the Bidder will be provided one opportunity, with a deadline, to assist in obtaining cooperation from those clients that have not responded.**

## **V. MANDATORY TECHNICAL REQUIREMENTS**

### **C. Testing**

Prior to the issuance of a "Notification of Intent to Award" letter, the Department will provide a Production Files Test (Test Files) to the qualified Bidder with the lowest cost to determine the Bidder's

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capacity in data exchange and record processing and to ensure the requirements and processing timeframe stipulated in this IFB will be met. The Test Files will have approximately forty-four million (44,000,000) records and will contain Individual and Business information. The qualified Bidder must agree to process the Test Files provided by the Department with a maximum turnaround time of **ten (10) business days** (twelve (12) to fourteen (14) calendar days plus holidays) from Contractor receipt of Outgoing File to DTF Receipt of Incoming File. If the Bidder fails to meet any of the Test Files processing requirements, including but not limited to file layout, manner of data exchange, security and turnaround time, the Bidder will be deemed non-responsive and will not be eligible for award. The Department will then proceed to provide Test Files to the next lowest-price Bidder that met all of the requirements of the IFB. **Please note:** If a Bidder fails to meet any of the Test Files processing requirements, all costs and liabilities associated with the Test Files processing shall be borne fully by the Bidder. The qualified Bidder that successfully meets all of the Test Files processing requirements shall be reimbursed by the Department according to the rate proposed in the Bidder's Pricing Proposal, **upon Contract approval**. It is the Department's sole discretion to determine if a Bidder meets the IFB requirements.

**Proposal Response Requirement:** The Bidder must complete and submit **Attachment 4, Bidder Attestation Form Revised 6/24/14, Part II. C.** The Bidder must also provide all costs associated with processing Test Files on **Attachment 6, Pricing Proposal**.

#### **D. Insurance, and Proposal Response Requirement**

Prior to the commencement of services, the Contractor shall file with The State of New York, Department of Tax and Finance (hereinafter referred to as the "Department" or "DTF"), Certificates of Insurance evidencing compliance with all requirements contained in this Contract. These policies must be written in accordance with the requirements of the paragraphs below. Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Department may, at its sole discretion, accept policies of insurance written by a non-authorized carrier(s) when Certificates and/or other policy documentation are accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit. Nothing herein shall be construed to require the Department to accept insurance placed with a non-authorized carrier under any circumstances. Acceptance and/or approval by DTF does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract awarded by this IFB.

All insurances required by the IFB shall: i) be obtained at the sole cost and expense of the Contractor, ii) be maintained with insurance carriers licensed to do business in New York State, and acceptable to DTF, iii) be primary and non-contributing to any insurance or self-insurance maintained by DTF, iv) be endorsed to provide DTF with written notice at least thirty (30) days prior to the cancellation, non-renewal or material alteration of such policies, which notice shall be sent in accordance with the notice provision of the Contract and v) name "DTF, its officers, agents and employees" as additional insureds thereunder. Such additional insured coverage must be written on the ISO form CG 20 10 11 85, or a substitute form,

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providing equivalent coverages. The additional insured requirement does not apply to Workers Compensation or, Disability or Professional Liability (Errors and Omissions) coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject.

The Contractor shall require that any Subcontractors hired carry insurance with the same limits and provisions provided herein.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of the Contract and to remain in full force and effect throughout the term of the Contract and as further required by this IFB. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

As soon as reasonably practicable prior to the expiration date or renewal date, the Contractor shall supply DTF updated/replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of the Contract, or as otherwise required by the Contract, shall obtain and maintain in full force and effect, the following insurances with limits not less than those described below and as required by the terms of the Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

**1. Specific Coverage and Limits.** The types of insurance and the minimum policy limits shall be as follows:

**a. General Liability.** Commercial General Liability Insurance (CGL) covering the liability of Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under the contract. Such liability shall be written on the ISO occurrence form CG 00 01 96, or a substitute form providing equivalent coverage(s). The limits under such policy shall not be less than the following:

- Each Occurrence Limit - \$1,000,000
- General Aggregate - \$2,000,000
- Products/Completed Operations - \$2,000,000
- Personal Advertising Injury - \$1,000,000
- Damage to Rented Premises - \$50,000
- Medical Expense - \$5,000

Coverage shall include, but not be limited to, the following:

- Premises liability,
- Independent contractors,
- Blanket contractual liability, including tort liability of another assumed in a contract,
- Defense and/or indemnification obligations, including obligations assumed under the Contract,
- Cross liability for additional insured's,
- Products/completed operations for a term of no less than three (3) years, commencing upon acceptance of the work, as required by the Contract.

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**b. Additional Insured.** The Department shall be named as additional insureds thereunder where applicable. Such liability must be written on the ISO occurrence form CG 20 10 11 85, or a substitute form providing equivalent coverages.

**c. Technology Errors and Omissions.** The Contractor shall procure and maintain Technology Errors and Omissions insurance in the amount of One Million (\$1,000,000.00) dollars for damages arising from computer-related services, including the following: Consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, and the use of any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold. If the Technology Errors and Omissions insurance is written on a claims-made basis, the Contractor shall also provide, at its sole expense, an Extended Discovery Clause providing coverage for no less than three (3) years after the work is completed, in the event that the original coverage is cancelled or not renewed.

**d. Workers Compensation.** For work to be performed in NYS, Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees of Contractor that are required to be covered by the NYS Workers Compensation Law.

**e. Disability Benefits.** For work to be performed in NYS, Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees of Contractor that are required to be covered by the NYS Disability Benefits Law. Any waiver of this requirement must be approved by the Department and will only be granted in unique or unusual circumstances.

**f. Crime Insurance.** Crime Insurance, on "loss sustained form" in an amount not less than \$1,000,000, including coverage for:

- Employee Theft
- Forgery or Alteration
- Inside the Premises - Theft of Money and Securities
- Inside the Premises- Robbery or Safe Burglary of Other Property
- Outside the Premises
- Computer Fraud
- Money Orders and Counterfeit Paper Currency

Policy must allow for reporting of circumstances or incidents that might give rise to future claims. The policy must include an extended reporting period of no less than three years with respect to events which occurred but were not reported during the term of the policy.

DTF, including its affiliates and subsidiaries, must be included as "Loss Payees" as respects this specific amount as their interests may appear.



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Any warranties required by the insurer must be disclosed and complied with. Said insurance shall extend coverage to include the principals.

**2. Waiver of Subrogation.** Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against DTF, or, if such waiver is unobtainable, (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against DTF, or (ii) any other form of permission for the release of DTF.

**Proposal Response Requirement:** The Bidder must complete and submit **Attachment 4, Bidder Attestation Form Revised 6/24/14, Part II. D.**

## VII. ADMINISTRATIVE REQUIREMENTS

A.

### ~~17. 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~~

## 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 **two (2) originals** and **three (3) copies** of their Bid proposal. All Bid proposals must be bound separately and clearly identified. To facilitate requests for information under the Freedom of Information Law, Bidders are requested to provide a redacted copy of their complete proposal in a non-pdf format (e.g., MS Word, Excel, etc.).

The Bidder must also submit one (1) electronic copy of the Bid proposal with any proprietary information redacted. This will be used to facilitate requests for information under the Freedom of Information Law (FOIL).

The electronic copy must be encrypted and password protected. The password must be submitted via email to [bfs.contracts@tax.ny.gov](mailto:bfs.contracts@tax.ny.gov).

### ~~How to send confidential information~~

~~When sending confidential information to the Tax Department, you must use the following Federal Information Processing Standard (FIPS) certified secure method:~~

- ~~• Department provided web application file transfer (HTTPS) and a user account that requires authentication.~~

~~Do not send magnetic media~~

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~~We no longer accept electronic data exchanges on magnetic tapes, CD, DVD, floppy disc, removable drives, and any other form of portable media.~~

~~To work out the details of your data exchange, send an email to [bfs.contracts@tax.ny.gov](mailto:bfs.contracts@tax.ny.gov). Upon receipt of the e-mail, the Bidder will be provided with a link to view and download the package, a temporary login id and password, and instructions to facilitate secure transfer of the file. **Bids must be received by the date and time specified in the Schedule of Events.**~~

## (Preliminary Contract)

### APPENDIX C – PRELIMINARY CONTRACT

#### Article I. Definitions

~~**Final Notification** means the written notification provided by the Department to the Contractor, following a Cure Period, if applicable, which sets forth the Termination Date.~~

#### Article V. Contract Term

~~The Contract term shall be for a period of five (5) years and will commence upon approval of the New York State Office of the State Comptroller. The Contract may be renewed by mutual agreement of all Parties for two (2) additional one-year periods. Any renewals require the approval of the Offices of the New York Attorney General (AG) and the New York State Comptroller (OSC).~~

#### Article XIV. Insurance

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall procure at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, policies of insurance as herein below set forth, written by companies authorized by the New York State Financial Services Department to issue insurance in the State of New York with an A.M. Best Company rating of "A-" or better or as acceptable to the Department.

The Department may, at its sole discretion, accept policies of insurance written by a non-authorized carrier(s) when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit. Nothing herein shall be construed to require the Department to accept insurance placed with a non-authorized carrier under any circumstances.

The Contractor shall deliver to the Department evidence of such policies in a form acceptable to the Department. These policies must be written in accordance with the requirements of the paragraphs below, as applicable.

#### 1. General Conditions:

All policies of insurance required by this Agreement must meet the following requirements:

- a) **Coverage Types and Policy Limits.** The types of insurance and policy limits required from the Contractor are specified in Paragraph 2, Specific Coverages and Limits, below.
- b) **Policy Forms.** Except as otherwise specifically provided herein, or agreed to in writing by the Department, policies must be written on an occurrence basis. Under certain circumstances, the Department may elect to

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accept policies written on a claims-made basis provided that, at a minimum, the policy remains in force throughout the performance of services and for three (3) years after completion of the Contract. If the policy is cancelled or not renewed during that time, the Contractor must purchase, at its sole expense Discovery Clause coverage sufficient to complete the 3-year period after completion of the Contract. Written proof of this extended reporting period must be provided to the Department prior to the policy's expiration or cancellation.

- c) Certificates of Insurance/Notices.** Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Department, before commencing any work under this Contract. Certificates shall reference the Contract Number. Certificates shall be mailed to:

Ms. Catherine Golden, Director  
New York State Department of Taxation and Finance  
Office of Budget and Management Analysis  
Procurement Services Unit  
WA Harriman State Campus  
Albany, NY 12227

Unless otherwise agreed to, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to the Department, Attention: Ms. Catherine Golden, Director, New York State Department of Taxation and Finance, Office of Budget and Management Analysis, Procurement Services Unit, WA Harriman State Campus, Albany, NY 12227. In addition, if required by the Department, the Contractor shall deliver to the Department within forty-five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.

Certificates of Insurance shall:

- a. Be in the form approved by the Department;
- b. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract;
- c. Specify the Additional Insureds and Named Insureds herein;
- d. Refer to this Contract by number, the Supplemental Certificate, and any other attachments on the face of the certificate;
- e. When coverage is provided by a non-admitted carrier, be accompanied by a completed ELANY Affidavit; and
- f. Be signed by an authorized representative of the insurance carrier or producer.

Only original documents (Certificates of Insurance, Supplemental Insurance Certificates, and other attachments) will be accepted.

- d) Primary Coverage.** All insurance policies shall provide that required coverage shall apply on a primary and not on an excess or contributing basis to any other insurance that may be available to the Agency for any claim arising from the Contractor's Work under this Contract, or as a result of the Contractor's activities. Any other

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insurance maintained by the Department shall be excess and not contribute with the Contractor's insurance regardless of the other insurance clause contained in the Department's own policy of insurance.

- e) **Policy Renewal/Expiration.** At least two weeks prior to the expiration of any policy required by this Contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the Department than the expiring policies shall be delivered to DTF in the manner required for service of notice in **Paragraph 1. c. Certificates of Insurance/Notices** above. If, at any time during the term of this Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth on the Contract or proof thereof is not provided to DTF, the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the Department. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by the Contract or not providing proof of same in a form acceptable to DTF, shall not give rise to a delay claim or any other claim against the Department. Should the Contractor fail to provide or maintain any insurance required by this Contract or proof thereof is not provided to the Department, the Department/City may withhold further Contract payments, treat such failure as a breach or default of the Contract, and/or, after providing written notice to the Contractor, require the Surety (if any) to secure appropriate coverage and/or purchase insurance complying with the Contract and charge back such purchases to the Contractor.
- f) **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. Additional surety/security may be required in certain circumstances. The Contractor shall be solely responsible for all claim expenses and loss of payments within the deductible or self-insured retention.
- g) **Subcontractors.** Should the Contractor engage a Subcontractor, the Contractor shall endeavor to impose the insurance requirements of this document on the Subcontractor, as applicable. Required insurance limits should be determined to commensurate with the work of the Subcontractor. Proof thereof shall be supplied to the Department.

**2. Specific Coverages and Limits**

The types of insurance and the minimum policy limits shall be as follows:

**i. General Liability**

Commercial General Liability Insurance (CGL) covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this Contract. The limits under such policy shall not be less than the following:

- a. Each Occurrence Limit – not less than \$1,000,000
- b. General Aggregate – \$2,000,000
- c. Products/Completed Operations Aggregate – \$2,000,000
- d. Personal /Advertising Injury Liability- \$1,000,000
- e. Damage to Rented Property - \$50,000
- f. Medical Expense - \$5,000

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Coverage shall include, but not be limited to, the following:

- i. Premises liability,
- ii. Independent Contractors,
- iii. Blanket Contractual liability, including tort liability of another assumed in a Contract,
- iv. Defense and/or indemnification obligations, including obligations assumed under this Contract,
- v. Cross liability for additional insured's,
- vi. Products/completed operations for a term of no less than three years, commencing upon acceptance of the work, as required by the Contract.

The following ISO forms must be endorsed to the Policy:

- i. CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form;
- ii. CG 20 10 11 85 or an equivalent – Additional Insured-Owner, Lessees or Contractors (Form B).

Limits may be provided through a combination of primary and umbrella/excess liability policies.

Policies shall name the Department as Additional Insureds, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term.

The CGL policy, and any umbrella/excess policies used to meet the “Each Occurrence” limits specified above, must be endorsed to be primary with respects to the coverage afforded the Additional Insureds, and such policy(ies) shall be primary to, and non-contributing with, any other insurance maintained by the Department. Any other insurance maintained by the Department shall be excess of and shall not contribute with the Contractor’s or Subcontractor’s insurance, regardless of the “Other Insurance” clause contained in either party’s policy of insurance.

**ii. Additional Insured**

The Department shall be named as additional insureds thereunder where applicable. Such liability must be written on the ISO occurrence form CG 20 10 11 85, or a substitute form providing equivalent coverages.

**iii. Technology Errors and Omissions**

The Contractor shall procure and maintain Technology Errors and Omissions insurance in the amount of One Million (\$1,000,000.00) dollars for damages arising from computer-related services, including the following: Consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, and the use of any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold. If the Technology Errors and Omissions insurance is written on a claims-made basis, the Contractor shall also provide, at its sole expense, an Extended Discovery Clause providing coverage for at least three (3) years after the work is completed, in the event that the original coverage is cancelled or not renewed.

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**iv. Workers' Compensation**

For work to be performed in NYS, the Contractor shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the NYS Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

- a. C-105.2 (September 2007, or most current version) – Certificate of Workers' Compensation Insurance
- b. U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund.
- c. GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance.

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier.

**v. Disability Benefits**

For work to be performed in NYS, the Contractor shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the NYS Disability Benefits Law. Any waiver of this requirement must be approved by the Agency and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

- a. DB-120.1(May 2006 or most current version) – Certificate of Insurance Coverage under the NYS Disability Benefits Law.
- b. DB-155 – Certificate of Disability Self Insurance.
- c. CE-200 – Certificate of Attestation of Exemption. [**Note:** This form will only be accepted as evidence of an exemption from providing Disability Benefits insurance as required by Law. The Agency will not accept this as an exemption from providing Workers' Compensation Insurance. ]

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

**vi. Crime Insurance**

Crime Insurance, on "loss sustained form" in an amount not less than \$1,000,000, including coverage for:

- Employee Theft
- Forgery or Alteration

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- Inside the Premises - Theft of Money and Securities
- Inside the Premises- Robbery or Safe Burglary of Other Property
- Outside the Premises
- Computer Fraud
- Money Orders and Counterfeit Paper Currency

Policy must allow for reporting of circumstances or incidents that might give rise to future claims. The policy must include an extended reporting period of no less than three years with respect to events which occurred but were not reported during the term of the policy.

DTF, including its affiliates and subsidiaries, must be included as "Loss Payees" as respects this specific amount as their interests may appear.

Any warranties required by the insurer must be disclosed and complied with. Said insurance shall extend coverage to include the principals.

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**Attachment 1 - Bidder's Checklist Revised 6/24/14**

**Before Bid Submission:**

- Submit "Offerer Understanding of, and Compliance with, Procurement Lobbying Guidelines" (Attachment 2) by ~~June 18~~ **July 2, 2014, 2:00 P.M. ET**
- (Suggested) Submit "Notification of Intent to Bid Form" (Attachment 3) by ~~July 3~~ **July 17, 2014**

**With Bid Submission:**

**Qualifying, Technical and Cost Proposal Requirements:**

- Copy of Current NCOA License
- Attachment 4 – Bidder Attestation Form **Revised 6/24/14** (Parts I and II)
- Attachment 5 – Contract Reference Form
- Attachment 6 – Pricing Proposal

**Administrative Requirements:**

- Cover Letter (see VII.B.8)
- Two (2) originals and three (3) copies of Bid proposal
- One (1) electronic copy of the Bid proposal with any proprietary information redacted**
- Attachment 7 - New York State Office of the State Comptroller Substitute Form W-9
- Attachment 8 – M/WBE Utilization Plan; OR
- Attachment 9 – Request for Waiver Form
- Attachment 11 – EEO Staffing Plan
- Attachment 13 – Vendor Responsibility Form
- Attachment 14 – MacBride Fair Employment Principles Form
- Attachment 15 – Designation of Prime Contact Form
- Attachment 16 – Non-Collusive Bidding Certification Form
- Attachment 17 – Offerer Disclosure of Prior Non-Responsibility Determinations
- Attachment 18 – Offerer's Certification of Compliance with State Finance Law 139-k(5)
- Attachment 19 - DTF-202 Agreement to Adhere to Secrecy Provisions of Tax Law and the Internal Revenue Code
- Attachment 20 - Public Officers Law Disclosure of Business or Professional Activities by State Officers and Employees and Party Officers
- Attachment 21 – Public Officers Law – Post Employment Restrictions
- Attachment 22 (a) and (b) – Contractor Sales Tax Certification Forms
- Attachment 23 – Listing of Proposed Subcontractors Form
- Attachment 24 – Encouraging Use of New York State Businesses in Contract Performance
- Extraneous terms, if any
- Request for Exemption from Disclosure



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**Attachment 4 – Bidder Attestation Form Revised 6/24/14**

**Part I - Mandatory Qualifying Requirements**

Please check *Yes* or *No* in response to each question. The Bidder must meet all Mandatory Qualifying Requirements to bid on this proposal. See Section IV of the IFB.

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

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

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

2. Bidder's Prior Experience

- a. Bidder has experience providing NCOA and NIXIE mail processing for a minimum of two (2) years within the past three (3) years immediately prior to bid due date. Such experience has included the use of electronic data exchange for the transfer of data.

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

- b. Information submitted for up to two (2) contracts demonstrates the use of electronic data exchange for the transfer of data consisting of fifteen million (15,000,000) records or more, with a maximum turnaround time of **ten (10) Business Days** (twelve (12) to fourteen (14) calendar days plus holidays) from Contractor receipt of Outgoing File to the contracting agency receipt of Incoming File, for each contract submitted.

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

- c. Information provided for up to two (2) contracts meeting the stated requirements includes contract term, contracting entity(ies), electronic data exchange volumes, and name, title, and contact information (i.e., phone number and email address) for client staff that administered the contract and worked with the Bidder throughout the contract term.

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

**3. Insurance**

- a. At the time of proposal submission, the Bidder's company and all staff are insured against financial losses resulting from the Bidder's employee's actions.

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

- b. The Bidder provided its current insurance information with the Bid proposal and attached a copy of its current insurance including a description of coverage and the amount of coverage.

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

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**Attachment 4 – Bidder Attestation Form (cont'd) Revised 6/24/14**

**Part II – Mandatory Technical Requirements**

Please check *Yes* or *No* in response to each question. The Bidder must attest they meet all Department Data Exchange, and Security and Software specifications. See Section V of the IFB.

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

1. Bidder must use electronic data file exchange over the Internet for the transfer of data to and from the Department using secure file transfer protocols acceptable to the Department.

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

Please identify the secure file transfer protocol(s) 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: \_\_\_\_\_

3. 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: \_\_\_\_\_

4. Contractor 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: \_\_\_\_

**B. Record Processing**

Please check *Yes* or *No* in response to each question. The Bidder must attest they meet all of the Record Processing Requirements. See Section V of the IFB.

1. Bidder agrees to, and can meet Record Processing requirements #1 – 5 as identified in Section V.B of the IFB for each file that DTF sends to the Contractor.

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

2. Additional costs, if any, associated with processing unscheduled files (i.e., **in addition to the up to six (6) times annually** ~~those processed every seventy five (75) days~~) are indicated on *Attachment 6, Pricing Proposal*.

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

3. Bidder agrees the cost, if any, for any File format updates and/or changes will be negotiated at the time of any USPS-mandated changes, or DTF technical considerations.

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

**C. Testing**

Please check *Yes* or *No* in response to each question. The Bidder must attest they meet all of the Testing Requirements. See Section V of the IFB.

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1. The Qualified Bidder agrees to process full size Production Test Files (one for Individuals and one for Businesses) to determine the Bidder's capacity in data exchange and record processing, and to ensure the requirements and processing timeframe stipulated in the IFB will be met. The Test Files will have approximately forty-four million (44,000,000) records and will contain Individual and Business information. The Qualified Bidder must agree to process the Test Files provided by the Department with a maximum turnaround time of **ten (10) Business Days** (twelve (12) to fourteen (14) calendar days plus holidays) from Contractor receipt of Outgoing File to DTF receipt of Incoming File.

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

2. Associated costs for the full size Test Files, if any, are indicated on *Attachment 6, Pricing Proposal*.

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

\* If the Bidder fails to meet any of the Test Files processing requirements, including but not limited to file layout, manner of data exchange, security and turnaround time, the Bidder will be deemed non-responsive and will not be eligible for award. The Department will then proceed to provide Test Files to the next lowest-price Bidder that met all of the requirements of the IFB. **Please note:** If a Bidder fails to meet any of the Test Files processing requirements, all costs and liabilities associated with the Test Files processing shall be borne fully by the Bidder. The qualified Bidder that successfully meets all of the Test Files processing requirements shall be reimbursed by the Department according to the rate proposed in the Bidder's Pricing Proposal, **upon Contract approval**. It is the Department's sole discretion to determine if a Bidder meets the IFB requirements.

**D. Insurance**

Please check *Yes* or *No* in response to each question. The Bidder must attest they meet all of the Insurance Requirements. See Section V of the IFB.

1. The Bidder attests they will meet all of the mandatory Insurance requirements as stipulated in the IFB and Preliminary Contract, Appendix C.

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

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

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

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

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

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

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

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

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

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