

**RFP 17-100**

**Financial Institution Data Match Services**

**Attachments**

#

**Table of Contents**

[Attachment 1 – Bidder’s Checklist 4](#_Toc497205113)

[Attachment 2 – Offerer Understanding of, and Compliance with, Procurement Lobbying Guidelines 6](#_Toc497205114)

[Attachment 3 – Notification of Intent to Bid 7](#_Toc497205115)

[Attachment 4 - MWBE Utilization Plan 8](#_Toc497205116)

[Attachment 5 – Staffing Plan 9](#_Toc497205117)

[Attachment 6 – Vendor Responsibility Response Form 11](#_Toc497205120)

[Attachment 7– Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance 12](#_Toc497205121)

[Attachment 8 – Designation of Prime Contact 13](#_Toc497205122)

[Attachment 9 – Non-Collusive Bidding Certification 14](#_Toc497205123)

[Attachment 10 - Offerer Disclosure of Prior Non-Responsibility Determinations 15](#_Toc497205124)

[Attachment 11 – Offerer’s Certification of Compliance with State Finance Law 139-k (5) 18](#_Toc497205125)

[Attachment 12 – DTF-202 New York State Department of Taxation and Finance Agreement to Adhere to the Secrecy Provisions of the Tax Law and the Internal Revenue Code 19](#_Toc497205126)

[Attachment 13 – Acknowledgement of Confidentiality of IRS Tax Return Information and Internal Revenue Code Selected Confidentiality Provisions Pertaining to Contractors (Technology Services) 21](#_Toc497205127)

[Attachment 14 – Public Officers Law Form 25](#_Toc497205128)

[Attachment 15 – Public Officers Law – Post Employment Restrictions 26](#_Toc497205129)

[Attachment 16 – Listing of Proposed Subcontractors Form 27](#_Toc497205130)

[Attachment 17 – Encouraging Use of New York State Businesses in Contract Performance 28](#_Toc497205131)

[Attachment 18 – Diversity Practices Questionnaire 29](#_Toc497205132)

[Attachment 19 – Vendor Assurance of No Conflict of Interest or Detrimental Effect 31](#_Toc497205133)

[Attachment 20 – Financial Response Form 33](#_Toc497205134)

[Attachment A – Bidder Attestation 35](#_Toc497205135)

[Attachment B – Experience and Reference Response Form 36](#_Toc497205136)

[Attachment C – Qualifying Insurance Response Form 39](#_Toc497205137)

[Attachment D – Implementation Plan Response Form 40](#_Toc497205138)

[Attachment E – Outreach Plan Response Form 41](#_Toc497205139)

[Attachment F – Organization and Staffing Plan Response Form 42](#_Toc497205140)

[Attachment G – IT System Requirements Response Form 43](#_Toc497205141)

# Attachment 1 – Bidder’s Checklist

**Volume One**

**Tab 1 – Executive Summary**

**Tab 2 – Qualifying Requirements**

[ ]  Attachment A – Bidder Attestation

[ ]  Attachment B – Experience and Reference Response Form

[ ]  Attachment C – Qualifying Insurance Response Form

**Tab 3 – Technical Requirements**

[ ]  Attachment D – Implementation Plan Response Form

[ ]  Attachment E – Outreach Plan Response Form

[ ]  Attachment F – Organization and Staffing Plan Response Form

[ ]  Attachment G – IT System Requirements Response Form

**Volume Two**

**Tab 1 – Cover Letter**

[ ]  Bidder-Proposed Changes to Contract Terms, if applicable

[ ]  Request for Exemption from Disclosure, if applicable

**Tab 2 – M/WBE Plan and Diversity Practices**

[ ]  Attachment 4 – MWBE Utilization Plan

[ ]  Attachment 18 – Diversity Practices Questionnaire

**Tab 3 – Administrative Requirements Response Forms**

[ ]  Attachment 1 – Bidder’s Checklist

[ ]  Attachment 5 – Staffing Plan

[ ]  Attachment 6 – Vendor Responsibility Response Form

[ ]  Attachment 7 – Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

[ ]  Attachment 8 – Designation of Prime Contact

[ ]  Attachment 9 – Non-Collusive Bidding Certification

[ ]  Attachment 10 – Offerer Disclosure of Prior Non-Responsibility Determinations

[ ]  Attachment 11 – Offerer’s Certification of Compliance with State Finance Law 139-k(5)

[ ]  Attachment 12 – DTF-202 New York State Department of Taxation and Finance Agreement to Adhere to the Secrecy Provisions of the Tax Law and the Internal Revenue Code

[ ]  Attachment 13 – Acknowledgement of Confidentiality of Internal Revenue Service Tax Return Information and Internal Revenue Code Selected Confidentiality Provisions Pertaining to Contractors (Technology Services)

[ ]  Attachment 14 – Public Officers Law Form

[ ]  Attachment 15 – Public Officers Law – Post Employment Restrictions

[ ]  Attachment 16 – Listing of Proposed Subcontractors Form

[ ]  Attachment 17 – Encouraging Use of New York State Businesses in Contract Performance

[ ]  Attachment 19 – Vendor Assurance of No Conflict of Interest or Detrimental Effect

**Volume Three**

[ ]  Attachment 20 – Financial Response Form

# Attachment 2 – Offerer 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:

**RFP 17-100 Financial Institution Data Match Services\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Attachment 3 – Notification of Intent to Bid

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

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

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

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

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

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

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

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

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please check all that apply:

 \_\_ We are a NYS-certified minority or woman owned business.

 \_\_ We are interested in submitting a proposal.

 \_\_ We are not interested in submitting a proposal for this solicitation.

 Reason: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Attachment 4 - MWBE Utilization Plan

**INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary. Making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not preform commercially useful functions may not be counted toward MWBE utilization.**

**Offerer’s Name:**       **Federal Identification No.:**

**Address:**       **Solicitation No.:**

**City, State, Zip Code:**       **Project No.:**

Telephone No.: **M/WBE Goals in the Contract:** MBE      % WBE      %

Region/Location of Work:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **1. Certified M/WBE Subcontractors/Suppliers**  **Name, Address, Email Address, Telephone No.**   | **2. Classification** | **3.** **Federal ID No.** | **4.** **Detailed Description of Work** **(Attach additional sheets, if necessary)** | **5.** **Dollar Value of Subcontracts/** **Supplies/Services and intended performance dates of each component of the contract.** |
| **A.**       | NYS ESD CERTIFIED[ ]  MBE [ ]  WBE  |        |       |       |
| **B.**       | NYS ESD CERTIFIED[ ]  MBE[ ]  WBE  |       |       |       |
| **6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFERER MUST SUBMIT A REQUEST FOR WAIVER FORM (M/WBE 104).** |
| **PREPARED BY (Signature):**      **DATE:**      **NAME AND TITLE OF PREPARER (Print or Type):**      SUBMISSION OF THIS FORM CONSTITUTES THE OFFERER’S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT. | **TELEPHONE NO.:**      | **EMAIL ADDRESS:**       |
| **FOR M/WBE USE ONLY** |
| **REVIEWED BY:**      | **DATE:**      |
| **UTILIZATION PLAN APPROVED:** [ ]  YES [ ]  NO Date:      **Contract No.:**       **Project No. (if applicable):**      **Contract Award Date:**      **Estimated Date of Completion:**      A**mount Obligated Under the Contract:**      **Description of Work:**      **NOTICE OF DEFICIENCY ISSUED:** [ ]  YES [ ]  NO Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_**NOTICE OF ACCEPTANCE ISSUED:** [ ]  YES [ ]  NO Date:\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# Attachment 5 – Staffing Plan

Submit with Bid or Proposal – Instructions on Page 2

|  |  |  |
| --- | --- | --- |
| **Solicitation No.:**       | **Reporting Entity:** | **Report includes Contractor’s/Subcontractor’s:**□ Work force to be utilized on this contract□ Total work force |
| **Offerer’s Name:**         | □Offerer □ Subcontractor **Subcontractor’s name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Offerer’s Address:**       |

 Enter the total number of employees for each classification in each of the EEO-Job Categories identified

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| EEO-Job Category | Total Work force | Work force by Gender | Work force byRace/Ethnic Identification |  |
| TotalMale(M) | TotalFemale(F) | **White****(M) (F)** | Black (M) (F) | Hispanic (M) (F) | Asian (M) (F) | Native American (M) (F) | Disabled (M) (F) | Veteran (M) (F) |
| Officials/Administrators |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| Professionals |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| Technicians |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| Sales Workers |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| Office/Clerical |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| Craft Workers |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| Laborers |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| Service Workers |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| Temporary /Apprentices |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| Totals |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| **PREPARED BY (Signature):**       | **TELEPHONE NO.:**       **EMAIL ADDRESS:**       | **DATE:**       |
| **NAME AND TITLE OF PREPARER (Print or Type):**       | **Submit completed with bid or proposal M/WBE 101 (Rev 11/08)** |

**General instructions:** All Offerers and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (M/WBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor’s and/or subcontractor’s total work force, the Offerer shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor’s and/or subcontractor’s total work force, the Offerer shall complete this form for the contractor’s and/or subcontractor’s total work force.

**Instructions for completing:**

1. Enter the Solicitation number that this report applies to along with the name and address of the Offerer.
2. Check off the appropriate box to indicate if the Offerer completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerers’ total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading ‘Work force by Gender’
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading ‘Work force by Race/Ethnic Identification’. Contact the OM/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**RACE/ETHNIC IDENTIFICATION**

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

* **WHITE**  (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
* **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
* **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
* **ASIAN & PACIFIC** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

 **IISLANDER**

* **NATIVE INDIAN (NATIVE**  a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal

 **AMERICAN/ ALASKAN NATIVE)** affiliation or community recognition.

 **OTHER CATEGORIES**

* **DISABLED INDIVIDUAL** any person who: - has a physical or mental impairment that substantially limits one or more major life activity(ies)

 - has a record of such an impairment; or

 - is regarded as having such an impairment.

* **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
* **GENDER Male or Female**

# Attachment 6 – Vendor Responsibility Response Form

Bidder’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidders must complete a Vendor Responsibility Questionnaire in response to this RFP. 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 ciohelpdesk@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.

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 successful Bidder may be required to update/recertify the online questionnaire.



**7**

# Attachment 8 – 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 designated in this RFP and must be accompanied by an updated form.

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

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Attachment 9 – Non-Collusive Bidding Certification

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

1. By submission of this bid, the Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
2. 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;
3. 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
4. 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.
5. A bid shall not be considered for award nor shall any award be made where (a), (1), (2), and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid was made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

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

The Bidder certifies adherence to all conditions in the Non-Collusive Bidding Practices subsection of this RFP.

Bidder's Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

# Attachment 10 - 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 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.

**Offerer Disclosure of Prior Non-Responsibility Determinations**

Procurement Description, Contract or Bid Number:

RFP 17-100, Financial Institution Data Match Services\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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:

1. 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

1. 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

1. 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):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. 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

1. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Attachment 11 – Offerer’s Certification of Compliance with State Finance Law 139-k (5)

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

**Offerer Certification**

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

By*: (signature)*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Procurement Description, Contract or Bid Number:

RFP 17-100, Financial Institution Data Match Services\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name *(Please print)*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Offerer Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

# Attachment 12 – DTF-202

**DTF-202** (12/14) **New York State Department of Taxation and Finance**

**Agreement to Adhere to the Secrecy Provisions of the Tax Law**

**And the Internal Revenue Code**

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

* all officers, employees, and agents of the department;
* any person or entity engaged or retained by the 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;
* a contractor, Subcontractor, or any employee of a contractor or Subcontractor hired by the Department; 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.

New York State Tax Law section 1825 makes it a crime to intentionally disclose tax information. Such crime is punishable by a fine not exceeding $10,000, imprisonment not exceeding one year, or both. In the case of a corporation, a fine of up to $20,000 may be imposed. State officers and employees making unlawful disclosures are subject to dismissal from public office for a period of five years.

Unauthorized disclosure includes the willful browsing or accessing of taxpayer information by a person not authorized to view it. New York State Penal Law §§ 156.05 and 156.10, related to unauthorized access and computer trespass, make it unlawful to access or view taxpayer information from a computer system without a legitimate business need, punishable by up to four years imprisonment. As to employees, both of the department as well as employees of contractors, agents, and Subcontractors, this includes access by an employee who is not required by his or her work assignments to view that tax information. Unlawful access, viewing and/or disclosure may also be subject to other New York State Penal Law violations as may be applicable.

**Important note: there is never a work-related reason to access one’s own, a friend’s, or a family member’s tax information. In addition to other penalties that may be imposed, doing so may subject a person to immediate dismissal. Access to tax information and department systems is subject to monitoring.**

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 that apply to federal tax reports and returns. Pursuant to Internal Revenue Code sections 6103 and 7213, penalties similar to those in New York State law are imposed on any person making an unauthorized disclosure of federal tax information. In addition, Internal Revenue Code section 7213A prohibits the unauthorized inspection of returns or return information (“browsing”). The unauthorized inspection of returns or return information by any person is punishable by a fine not exceeding $1,000 for each access, or by imprisonment of not more than one (1) year, or both, together with the costs of prosecution.

**Individual certification**

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

|  |  |  |  |
| --- | --- | --- | --- |
| Signature | Name of person signing *(print)* |  | Date signed |
| Address *(number and street)* | City | State | ZIP code |

**Contractor (organization) certification**

I certify that I have read the contents of this *Agreement to Adhere to the Secrecy Provisions of the Tax Law and the Internal Revenue Code*, represent that I am authorized to bind the organization to this agreement, and am executing this certification on behalf of the organization.

Prior to allowing any employee, agent, or Subcontractor of the organization to access department data, the organization will provide each such individual with the information contained herein, and have each execute this agreement in his or her individual capacity. The organization will provide a copy of all executed Forms DTF-202 to the department. In addition, the organization agrees to provide each such individual with such further training concerning the secrecy provisions discussed herein as may be required by the department, and will retain proof that each such individual has received such training, which shall be provided to the department at its request.

|  |
| --- |
| Organization name |
| Name of person signing *(print)* | Title of person signing |
| Signature | Date signed |
| Address *(number and street)* | City | State | ZIP code |

#  Attachment 13 – Acknowledgement of Confidentiality of IRS Tax Return Information and Internal Revenue Code Selected Confidentiality Provisions Pertaining to Contractors (Technology Services)

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

1. Performance

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

1. All work will be done under the supervision of the Contractor or the Contractor's employees.
2. The Contractor and the Contractor’s employees with access to or who use Federal Tax Information (FTI) must meet the background check requirements defined in IRS Publication 1075.
3. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
4. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
5. The Contractor certifies that the data processed during the performance of this Agreement will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
7. All computer systems receiving, processing, storing or transmitting Federal Tax Information (FTI) must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
8. No work involving Federal Tax Information furnished under this Agreement will be subcontracted without prior written approval of the IRS.
9. The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
10. The agency will have the right to void the Agreement if the Contractor fails to provide the safeguards described above.
11. CRIMINAL/CIVIL SANCTIONS
12. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
13. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
14. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.
15. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency’s security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure of IRS Publication 1075*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10 of IRS Publication 1075). For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
16. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Agreement for compliance with requirements defined in IRS Publication 1075. The IRS’ right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

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

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_

# Attachment 14 – Public Officers Law Form

Disclosure of business or professional activities by state officers and employees and party officers.

**§ 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.

1. Is the Bidder a New York State officer, employee, or party officer? YES ☐ NO ☐
2. Are any of the members of Bidder’s firm or corporation, who own or control ten per centum or more of stock, a New York State officer, employee, or party officer? YES ☐ NO ☐
3. Is the proposed subcontractor (if applicable) a New York State officer, employee, or party officer? YES ☐ NO ☐

Bidder affirms it has read, understands and agrees to comply with the Guidelines of Public Officers Law § 73 (4)(a).

By *(signature)*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name *(please print)*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title *(please print)*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Attachment 15 – Public Officers Law – Post Employment Restrictions

By signing below and submitting a proposal to this RFP, the signatory certifies, for and on behalf of the Bidder, that:

1. He/she has read and understands the provisions applicable to post employment restrictions affecting former State officers and employees, available using the link\* below:
2. Public Officers Law § 73(8)(a)(i), (the two-year bar); and
3. Public Officers Law § 73(8)(a)(ii), (the life-time bar);
4. Submission of this proposal does not violate either provision;
5. He/she is familiar with or has made diligent inquiry of, the Bidder's relevant employees, and agents;
6. No violation shall occur by entering into a contract or in performance of the contractual services;
7. This certification is material to the proposal; and
8. He/she understands that the Department intends to rely on this certification.

The Bidder shall fully disclose to the Department, within its proposal and on a continuing basis, any circumstances that affect this certification or the Bidder’s ability to comply with the cited laws. Bidders shall address any questions concerning §73(8) of the Public Officers Law to:

The New York State Joint Commission on Public Ethics
540 Broadway
Albany, NY 12207
Telephone #: (518) 408-3976

By *(signature)*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name *(please print)*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title *(please print)*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*\*Click on this link:* [*Public Officers Law, Article 4*](http://public.leginfo.state.ny.us/menuf.cgi)*. When the page opens, click on “****Laws of New York****”. On the next page, select “****PBO Public Officers****”. When this page opens, select “****Article 4 – (60 - 79) POWERS AND DUTIES OF PUBLIC OFFICERS****” and choose* ***Sections 73 (8-a)(i)*** *and* ***73 (8-a)(ii)****.*

# Attachment 16 – Listing of Proposed Subcontractors Form

Complete this form for the Subcontractor requirement as requested in **Section 6.2.19**. The Bidder must identify all Subcontractors to be utilized for any resultant Contract, their Employer Identification Number (EIN) and the services that they will perform.

|  |  |  |
| --- | --- | --- |
| **Subcontractor Name** | **EIN** | **Services to be Performed** |
|  |  |  |
|  |  |  |
|  |  |  |

*Expand form if necessary.*

# Attachment 17 – Encouraging Use of New York State Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the State and nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders for the Contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders need to be aware that all authorized users of the Contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Bidders are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York’s infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor’s optimal performance under the Contract, thereby fully benefitting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects Bidders to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of the Contract resulting from this RFP?

 [ ]  Yes [ ]  No

If yes, please identify the New York State businesses that will be used and attach identifying information.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By *(signature)*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name *(please print)*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title *(please print)*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Attachment 18 – Diversity Practices Questionnaire

**Note: Points will not be awarded based on your company’s status as a certified MWBE firm, monies spent within your own firm, or training provided to your own employees. All points awarded will be based on the information provided in response to the questions herein pertaining to efforts made toward New York State certified MWBE firms.**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (title) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives?

 **Yes ☐ or No ☐**

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your company’s gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company’s clients or customers?

3. What percentage of your company’s overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company’s clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as suppliers/contractors?[[1]](#footnote-1)

4. Does your company provide technical training[[2]](#footnote-2) to minority and women-owned business enterprises?

 **Yes ☐ or No ☐**

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government approved minority and women-owned business enterprise mentor-protégé program?

**Yes ☐ or No ☐**

If Yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company’s commitment to the governmental mentoring program.

6. Does your company include specific quantitative goals for the utilization of minority and women-owned business enterprises in its non-government procurements?

**Yes ☐ or No ☐**

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your company have a formal minority and women-owned business enterprise supplier diversity program?

**Yes ☐ or No ☐**

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority and women-owned business enterprises if selected as the successful respondent?

 **Yes ☐ or No ☐**

If Yes, complete the attached **MWBE** **Utilization Plan (Attachment 4)**.

**Note:** All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

**Signature of Owner/Official \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name of Signatory \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of Business \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF                             )  ss:

On the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_\_\_\_\_\_, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

#

# Attachment 19 – Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Bidder offering to provide services pursuant to this RFP attests that its performance of the services outlined does not and will not create a conflict of interest with, nor position the Bidder to breach, any other contract currently in force with the State of New York.

Furthermore, the Bidder attests that it will not act in any manner that is detrimental to any State project on which the Bidder is rendering services. Specifically, the Bidder attests that:

1. The fulfillment of obligations by the Bidder, as proposed in the response, does not violate any existing contract or agreement between the Bidder and the State;
2. The fulfillment of obligations by the Bidder, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Bidder has with regard to any existing contract or agreement between the Bidder and the State;
3. The fulfillment of obligations by the Bidder, as proposed in the response, does not and will not compromise the Bidder’s ability to carry out its obligations under any existing contract between the Bidder and the State;
4. The fulfillment of any other contractual obligations that the Bidder has with the State will not affect or influence its ability to perform under any contract with the State resulting from this solicitation;
5. During the negotiation and execution of any contract resulting from this solicitation, the Bidder will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this solicitation, the Bidder will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Bidder, nor any former officer or employee of the Bidder who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Bidder has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

The Bidder should note that the State recognizes that conflicts may occur in the future because a Bidder may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

By *(signature)*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name *(please print)*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title *(please print)*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This form must be signed by an authorized executive or legal representative.

# Attachment 20 – Financial Response Form

This form is for the financial proposal requirement as requested in **Section 5, Financial Requirements**. The Bidder must enter their prices below for their proposed One-time Development Fee, Quarterly Match Fee and System Enhancement Services – Post Development Fees. The Bidder must print a copy of this completed form to submit with their Proposal, as instructed in **Section 7**, of the RFP.

A Bidder’s failure to provide a complete pricing response will result in the Bidder’s proposal being deemed non-responsive. Bidders must provide all pricing information requested on this Attachment and **should not modify or change this Attachment.** Any pricing information or add-on costs that do not conform to the presentation allowed on this Attachment cannot be evaluated, will be disregarded as extraneous, and cannot be charged to the Department after award of a Contract. **All costs associated with the requirements of the RFP must be incorporated into the Bidder’s financial response. All pricing provided in response to the requirements included in this RFP must be inclusive of travel, meals and lodging and other ancillary costs. No add-on costs are permitted.**

 **One-time Development Fee $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Quarterly Match Fee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**System Enhancement Services – Post Development Fees:**

 **Hourly Project Manager Rate $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (HBITS Maximum Rate $69.09)**

 **Hourly Programmer Rate $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (HBITS Maximum Rate $65.93)**

 **Hourly Tester Rate $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (HBITS Maximum Rate $74.66)**

 **Note:** The One-time Development Fee is all inclusive of the system development, testing and all program support requirements. The Quarterly Match Fee represents the fee charged *per financial institution* that contains data match information regardless of the number of matches.

 After the system is operational, DTF may require system enhancement services for additional programming and user acceptance testing in the event of changes mandated by the Department due to changes in policies, guidelines, rules, regulations, statutes or judicial interpretations. Hourly rates submitted for System Enhancement Services will not exceed those for equivalent titles at the “Mid-Level” skill demand stated on the NYS Office of General Services (OGS) Hourly-Based Information Technology Services (HBITS) contracts.

 **Cost Increases:** The Fees provided on this attachment will not be increased during the first year of the five-year term. Thereafter, fees may be increased for each subsequent annual period of said term upon the anniversary of the contract resulting from this RFP with no less than sixty (60) days prior written notice to the Department. Such increase will be limited to the lesser of the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as reported by the U.S. Department of Labor, Bureau of Statistics for the preceding 12-month period or 3% per annum over the prior year’s fees. Any increase granted shall be effective on the contract anniversary date and calculated using the index number published four months preceding the anniversary date of the contract. If at any time the above index is discontinued or becomes unavailable, the Department reserves the right to implement a comparable index.

 **NOTE:** All requested increases shall be subject to negotiation between the Department and the Bidder.

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

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

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

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

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

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Attachment A – Bidder Attestation

This form is for the Attestation requirement as specified in **Section 2.1, Attestation**.

**The Bidder’s signature below indicates the Bidder has read, understands and agrees to provide the services as specified in Section 1.4, Scope of Services, Section 1.5, Implementation and Section 3, Technical Requirements of this RFP.**

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

Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Attachment B – Experience and Reference Response Form

**BIDDER’S NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Section 2.2, Qualifying Experience:**

**The Bidder must complete this form in response to the Qualifying Requirements, as requested in Section 2.2, Qualifying Experience.**

**Provide the information below for one client to demonstrate the three-year experience within the past five years as defined in Section 2.2 of the RFP.**

**Qualifying Client Information**

**Reference #1:**

Client Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Client Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Client Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Client Type: 🞎 Government 🞎 Other – Please describe:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Information:

1. Contract Dates (Month/Year)

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

1. Volume of Records Involved in Data Matching: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Number of Separate Entities Submitting Records for the Data Matching: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. More Than 100 Financial Institutions submitting Records for Data Matching? 🞎 Yes 🞎 No

**Section 3.1, Bidder Experience and Reference Requirements:**

In addition to the Qualifying Reference submitted above, the Bidder should complete this form **for each** contract/reference in response to the requirements outlined in **Section 3.1**, **Bidder Experience and Reference Requirements.**

The Bidder should provide information for up to two contracts (in addition to the contract presented in response to **Section 2.2**) in which they provided data matching services within the past five years. This experience should include the design, development, implementation and operation of a system utilizing electronic file exchange technology.

The Bidder should provide client references for these contracts for technical scoring. The Department will contact all client references to evaluate the Bidder’s past performance related to the design, development and implementation of data matching services such as those requested by this RFP, and ongoing support of the services provided over the duration of the contract. The Bidder is solely responsible for providing references that are readily available to be contacted by the Department and will respond to reference questions.

**Reference #2:**

Client Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Client Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Client Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Client Type: 🞎 Government 🞎 Other – Please describe:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Information:

1. Contract Dates (Month/Year)

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

1. Volume of Records Involved in Data Matching: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Number of Separate Entities Submitting Records for the Data Matching: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. More Than 100 Financial Institutions submitting Records for Data Matching? 🞎 Yes 🞎 No

**Reference #3:**

Client Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Client Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Client Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Client Type: 🞎 Government 🞎 Other – Please describe:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Information:

1. Contract Dates (Month/Year)

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

1. Volume of Records Involved in Data Matching: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Number of Separate Entities Submitting Records for the Data Matching: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. More Than 100 Financial Institutions submitting Records for Data Matching? 🞎 Yes 🞎 No

# Attachment C – Qualifying Insurance Response Form

This form is for the Insurance requirement as specified in **Section 2.3, Qualifying Insurance**. Failure to provide sufficient detail to the mandatory topics of this section will result in the Bidder’s proposal being deemed non-responsive and removed from further consideration.

The Bidder must provide the following information regarding their insurance coverage:

Bidder Name:

Contact Name:

Address:

Phone Number: (   )    -

* Insurance Company Name(s);
* A description of each type of coverage; and
* The effective dates for each type listed.

# Attachment D – Implementation Plan Response Form

The Bidder must submit a comprehensive Preliminary Implementation Plan, as stated in **Section 3.2**, detailing how it will develop and implement the FIDM services, meeting the objectives outlined below.

As a part of their Preliminary Implementation Plan, the Bidder must submit a timeline assuming a project start date of April 1, 2018 and an operational date for the FIDM services of October 1, 2018. The Preliminary Implementation Plan must identify major activities, and should include the following milestones:

* + Delivery of the Final Comprehensive Implementation Plan;
	+ Completion of the development of the FIDM services;
	+ Completion of the testing and acceptance of the FIDM services; and
	+ Operational implementation of the FIDM services (October 1, 2018).

The Preliminary Implementation Plan should demonstrate the Bidder’s ability to:

* Work within the project schedule, achieve milestones, and provide deliverables in a timely manner;
* Communicate with the DTF Project Manager regarding changes or issues that may arise during the execution of Services;
* Communicate with the OITS Project Manager regarding any technical issues that may arise during the execution of Services; and
* Resolve problems which impact the delivery of services. Bidder should describe the process and procedures in place for notifying DTF of issues encountered with the production system. This description should include the method of notification, identify personnel (roles) involved in the notification, coordination of the resolution, and implementation of the changes needed to resolve the problem.

***(Attach additional pages as necessary to fulfill the narrative response requirement)***

# Attachment E – Outreach Plan Response Form

The Bidder must provide a narrative describing their outreach plan, as stated in **Section 3.3.**

1. The Outreach Plan should, at minimum, detail and address their methods and strategies for:
* Researching and identifying FIs that are subject to participation per Federal and State FIDM laws;
* Making initial contact with FIs;
* Initiating the participation process (e.g., MOA and match reporting submission) with cooperative FIs;
* Resolving conflicts with FIs attempting to refuse to participate in the program;
* Interfacing and trouble-shooting independently of DTF through maintaining sufficient knowledge of the FIDM law, regulations, and program practices/procedures so that they can address any concerns/questions they receive from the Financial Institutions before reporting to and involving DTF; and
* Maintaining and updating an accurate contact list of all participating FIs, trade associations, and other participating business entities, including any changes that result from mergers, closures, and other industry changes.
1. The Bidder should also provide available examples of any outreach and/or advertising materials they intend to utilize during the lifetime of any awarded Contract.
2. The Bidder agrees that it will, on an annual basis, confirm that the contact person(s) for each FI is still accurate.

**❑ Yes**

***(Attach additional pages as necessary to fulfill the narrative response requirement)***

# Attachment F – Organization and Staffing Plan Response Form

The Bidder must submit an Initial Staffing Plan for the project as described in **Section 3.5**. The Plan should include the following:

• An organizational chart and contact information for the project showing the names of the Bidder’s project manager, all key staff, and all proposed subcontractors. The chart should show reporting relationships and lines of communication; and

• A staffing chart showing the various phases of the FIDM project and the names and titles of the key staff as they are involved in the various phases of the project.

***(Attach additional pages as necessary to fulfill the narrative response requirement)***

# Attachment G – IT System Requirements Response Form

**Security and Confidentiality**

The Bidder must submit a narrative describing how it will assure the security and confidentiality of the Department’s data, as outlined in **Section 3.7.1.** The Bidder’s response will be evaluated to determine if the requirements have been met.

The Bidder must submit evidence of its existing security programs, policies, and procedures. This evidence should demonstrate:

1. Programs, policies, and procedures used to provide discretionary access control to systems and data. This information should address both physical security and electronic data security.
2. Defined roles and responsibilities of all of those using the Bidder/Contractor's information systems.
3. Separate computing environments for test and production systems.
4. Policies, procedures, and controls for backup and recovery of data.
5. Off-site storage and disaster recovery operations.
6. A process and procedure which conforms to federal and NYS tax law requirements for controlled destruction of system output or other documents containing Tax Debtor identifying data (name, address, identification numbers, etc.).
7. Protection against unauthorized access or disclosure 1) by employees, consultants, and others located at its facilities and 2) from external sources, such as dial-in or access via the Internet.
8. Processes to monitor the Bidder/Contractor's compliance with its information security policies, such as internal audit controls and/or independent audit programs.
9. Network security controls or programs, such as virus protection, intrusion detection systems, and firewall rules that protect the Bidder’s information systems from unauthorized access.
10. Programs, policies, and procedures for the encryption of data in transit and data at rest.
11. Programs, policies, and procedures for data sanitation.
12. Programs, policies, and procedures for data breach notification and incident response.
13. Programs and procedures for vulnerability testing of its networks and applications, including remediation of any vulnerability. This applies to all software applications whether developed in-house or by external sources. At a minimum, the vulnerability assessment must test and remediate the CWE/SANS Top 25, a list that prioritizes programming errors.
14. Programs, policies, and procedures to manage and apply software and operating system updates and patches.
15. Programs, policies, and procedures for configuration management and version control, with roll back capability and accountability.
16. Programs, policies, and procedures for the application development lifecycle process, including a well-documented procedure and framework for training programmers in secure coding techniques and conducting code reviews.

The Bidder will identify the location where DTF and FI data will be stored, and where any analytical work will be performed.

The Bidder must submit a copy of any audit, internal or external, performed within the past three years that cover the requirements set forth in this Section. Summary audit results or redacted audits are acceptable, as necessary, to address confidentiality concerns. Summaries should include information relating to the adequacy of the Bidder’s security measures including any deficiencies found. The Bidder should provide a description of the progress of its remediation activities if deficiencies had been reported.

* + 1. **Data Security**

The Bidder will comply with all Data Security requirements as outlined in **Section 3.7.2** of this RFP:

**❑ Yes**

* + 1. **Connectivity**

As described in **Section 3.7.3,** the Department requires electronic data file exchange via the Internet, to and from the Department. The Bidder’s proposed electronic data exchange process will be evaluated to determine whether the Bidder has the capacity to meet this requirement and to the extent the proposal exceeds the mandatory requirements.

The Bidder must provide:

* A detailed narrative describing the Bidder’s proposed method of electronic data file exchange; and
* A detailed narrative describing the Bidder’s data communication security measures.

**Please note, generic system information, white papers and/or promotional material are not sufficient to meet the requirements of this proposal.**

* + - * 1. **Technology Upgrades**

The Bidder will make technological changes in order to meet upgrades to industry supported standards. **❑ Yes**

* + 1. **File Processing**

The Bidder agrees it understands and will comply with all File Processing requirements as outlined in **Section 3.7.4** of this RFP: **❑ Yes**

1. Do not include onsite project overhead. [↑](#footnote-ref-1)
2. Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable. [↑](#footnote-ref-2)