

**Request for Proposals**

**18-104**

**Financial Institution Data Match Services**

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# Schedule of Events

|  |  |
| --- | --- |
| Issuance of RFP | March 7, 2019 |
| Deadline for Filing Offerer Understanding of, and Compliance with, Procurement Lobbying Guidelines Form (**Attachment 2**) | March 21, 2019 |
| Deadline for Submission of Questions | March 21, 2019 |
| Department Response to Bidder Questions | March 28, 2019 |
| Proposals Due | April 18, 2019By 2:00 PM ET |
| Notification of Intent to Award | May 2, 2019 |
| Deadline for Contract Signature | May 14, 2019 |
| Anticipated Contract Start Date | August 1, 2019 |

# Preface

## Procurement Lobbying – Offerer Understanding of, and Compliance with, Procurement Lobbying Guidelines

New York State Finance Law 139-j(6)(b) requires that the Department of Taxation and Finance seek written affirmation from all Offerers as to the Offerer’s understanding of, and agreement to comply with, the DTF procedures relating to permissible contacts during a Government Procurement. Information related to the Procurement Lobbying Law and DTF guidelines can be found on the Department’s website at: <http://www.tax.ny.gov/about/procure>.

All inquiries concerning this solicitation must be addressed to one of the following designated contacts:

|  |
| --- |
| DESIGNATED CONTACTS FOR INQUIRIES AND SUBMISSIONS |
| NYSDTF Bureau of Fiscal Services Procurement Unit Designated Contacts:Matthew BrownellYafei CaoAmber AlexanderCatherine GoldenQuestions and inquiries related to the RFP must be submitted via email to BFS.Contracts@tax.ny.gov or via fax to (518) 435-8413. **No other method of inquiry will be accepted.** **Administrative issues pertaining to sending/receiving email through the designated mailbox may be reported to one of the designated contacts listed above at (518) 530-4484.****Procurement Website:** <https://www.tax.ny.gov/about/procure/current_bid_opportunities.htm> |

Contacting individuals other than the designated contacts listed above may result in the disqualification of the Bidder’s proposal – please refer to the Procurement Lobbying Law and the Department guidelines posted on the Department’s procurement website at: <http://www.tax.ny.gov/about/procure>, and additional requirements in **Section 5, Administrative Requirements**.

Offerers are requested to sign and submit **Attachment 2, Offerer Understanding of, and Compliance with, Procurement Lobbying Guidelines** by the date specified in the Schedule of Events. This may be submitted in conjunction with Bidder questions.

## Proposal Questions/Inquiries

Prospective Bidders have one opportunity to submit written questions and requests for clarification regarding this Request for Proposals (RFP). All questions regarding this RFP must be submitted via email (preferred) or fax and be received by the date specified in the Schedule of Events. Questions must reference the relevant page and section of the RFP and must be directed to one of the designated contacts identified herein.

Questions submitted by Bidders should be in the following format:

| **#** | **RFP Section** | **RFP Page #** | **Bidder Name** | **Question** |
| --- | --- | --- | --- | --- |
| 1 |  |  |  |  |
| 2 |  |  |  |  |

All clarifications and exceptions, including those relating to the terms and conditions of the RFP, are to be resolved prior to the submission of a bid by utilizing the Question and Answer period. Also, during the Question and Answer period, Bidders should bring forward terms and conditions in the RFP and **Exhibit E, Preliminary Base Contract** that would prohibit a Bidder from bidding. All objections, proposed changes, and/or additions to the terms and conditions (“Bidder-Proposed Changes”) relating to Contract language in **Exhibit E, Preliminary Base Contract**, must be submitted with their proposal. Bidders entering into a Contract with the State are expected to comply with all the terms and conditions contained herein.

## RFP Amendments/Announcements

All amendments, clarifications and any announcements related to this RFP will be posted on the Department’s website at: <http://www.tax.ny.gov/about/procure>.

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

## Response to Bidder Questions and Requests for Clarification

The Department will provide a written response to all substantive questions and requests for clarification. Responses to Bidder questions and requests for clarifications will be posted on the Department’s website at: <http://www.tax.ny.gov/about/procure>.

## Notification of Intent to Bid

If your firm is submitting a proposal in response to the RFP, **Attachment 3, Notification of Intent to Bid,** should be completed and submitted by the date specified in the Schedule of Events. Contact information provided on this form may be used to notify Bidders of changes to the RFP.

## Submission of Proposals

Bidders must submit their proposals as instructed in **Section 6, Proposal Submission Requirements**.

1.
2.
3.
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## Contract Signing

**The Bidder must agree to sign a contract within thirty (30) days of Notification of Award. If the Bidder fails to do so, the Department reserves the right to begin negotiations with the next highest ranked Bidder.**

The **Preliminary Base Contract** is attached hereto as **Exhibit E**. Bidders should review **Exhibit E** and must be willing to enter into an Agreement **substantially in accordance** with the terms of **Exhibit E.**

Bidders may propose language amending **Exhibit E** that does not materially change the Requirements of the RFP. Bidder-Proposed Changes of **Exhibit E must** be identified in the Bidder’s proposal. Therefore, if there are specific terms a Bidder wishes the Department to consider for inclusion in the final Base Contract, they **must** be submitted in response to **Section 5.2.20, Bidder-Proposed Change(s) to Contract Terms**.

**Note: The Department is under no obligation to include in the final Agreement any Bidder-Proposed Changes, and will not negotiate from, any Bidder-supplied documents. DTF reserves the right to require a Bidder to withdraw any and all such proposed terms or documents or parts thereof, as necessary.**

## Contract Term

The Department will award one (1) Contract as a result of this RFP for a term of five (5) years commencing upon approval of the New York State Attorney General and Office of the State Comptroller.

# RFP Key Points

1. **Read the RFP in its entirety.** Note key items such as critical dates, services required, qualifying and mandatory requirements, and proposal submission requirements.
2. **RFP Glossary.** Definitions for certain terms in this document can be found in **Appendix C, RFP Glossary**.
3. **Note the name, address, phone numbers and email address of the designated contacts.** These are the only individuals that you are permitted to contact regarding this RFP.
4. **Take advantage of the question and answer period.** Submit your questions by one of the methods identified by the date listed in the Schedule of Events. Responses to the questions will be posted on the Department’s website at: <https://www.tax.ny.gov/about/procure/current_bid_opportunities.htm>
5. **File a “Notification of Intent to Bid” form by the date listed in the Schedule of Events.**
6. **Provide complete answers/descriptions. Bidder proposals must completely address all qualifying and mandatory requirements.** To ensure you are not unnecessarily disqualified from bid evaluation, thoroughly read all proposal requirements and provide complete responses. Use **all** the forms provided to submit your response. Vague or incomplete responses to desirable requirements may result in a reduced technical score.
7. **Review the RFP document and your proposal.** Make sure all requirements are addressed and all copies are identical and complete.
8. **Package your proposal as required in the RFP.** Make sure your proposal conforms to the packaging requirements. Proposals not packaged accordingly may be deemed non-responsive.
9. **Submit your proposal on time.** Except as specified in **Section 5.1.16.g**, proposals received after the date and time in the Schedule of Events will not be considered for award and may be returned, unopened, to the sender.
10. **Review the DTF website prior to submission of a proposal.** Only the DTF website will contain all amendments and/or addenda to the RFP, including Responses to Written Questions. Note that all applicable amendments and/or addenda information must be incorporated into the Bidder’s proposal. Failure to include such information may result in disqualification or a reduced technical score.

# Introduction

## Purpose

The New York State Department of Taxation and Finance (DTF or the Department) is soliciting proposals from qualified entities to provide Financial Institution Data Match (FIDM) services to facilitate the identification and seizure of non-exempt assets of Tax Debtors identified by the Department pursuant to New York State Tax Law, Article 36 § 1701 (see **Exhibit 1**). The performance of all work under the Contract resulting from this RFP must be within the boundaries of the continental United States.

## Program Overview

DTF is responsible for the collection of tax revenue and the provision of associated services in support of government operations in New York State (NYS). In fulfilling its responsibilities, the Department collects and accounts for approximately $72 billion in state taxes and approximately $44 billion in local taxes; administers 35 state and 10 local taxes, processes almost 25 million returns, registrations, and associated documents; and oversees the local property tax administration. The Department also manages the New York State Treasury, which provides investment and cash management services to various state agencies and public benefit corporations, and acts on the Commissioner’s behalf as the joint custodian of the State’s general checking account.

The Civil Enforcement Division (CED) of DTF is charged with the collection of unpaid NYS tax debts. When voluntary efforts to collect these debts have been exhausted and appeal rights have expired, CED can commence collection actions which can include issuing tax warrants, levies, income executions, and seizing real and personal property. Approximately 1.2 million debts are eligible for such collection actions each quarter.

## Background

NYS Tax Law, Article 36 § 1701, contained in this RFP as **Exhibit 1**, requires Financial Institutions (FI) that do business in NYS to participate in the development and operation of a data match service in conjunction with the Commissioner or the Commissioner’s authorized designee using data exchanges to identify non-exempt assets of Tax Debtors. For each Tax Debtor identified, the FI will provide the name, address, social security number or other taxpayer identification number, and all account numbers and balances in each account. This matching process is conducted quarterly.

The DTF Financial Institution Data Match (FIDM) service to be operated for tax collection purposes is similar to the Child Support Enforcement Programs (CSEPS) operated by the New York State Office of Temporary and Disability Assistance (OTDA). The OTDA program was empowered by Federal Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), that provided, among other things, new enforcement remedies for child support. Specifically, PRWORA amended the federal Social Security Act to require states, under Section 466(a) (17), to establish procedures under which the State IV-D agency (state agencies administering child support enforcement plans approved under Title IV-D of the Social Security Act) will enter into agreements with financial institutions doing business in the state for the purpose of securing information leading to the enforcement of child support orders.

Participation in the DTF FIDM program is governed by NYS Tax Law Article 36 § 1701 which states, “If a financial institution has a data match system developed or used to administer the Child Support Enforcement program of this state, and if that system is approved by the commissioner or the commissioner’s authorized designee, the financial institution may use that system to comply with the provisions of this Section.”

Accordingly, two (2) methods are permitted:

* Under Method 1 (All Accounts Method), the FI submits a file (to the Contractor) containing all open accounts. The Contractor will then match the accounts against the record of Tax Debtors provided by the Department.
* Under Method 2 (Matched Accounts Method), the FI receives a file (from the Contractor) containing records of Tax Debtors, matches the file against all open accounts, and submits a file of matched records to the Contractor.

**The successful Bidder must be able to handle both methods. The choice of method is made by the Financial Institution.**

Many of the FIs operating in NYS do business in more than one state. In the OTDA program, FIs operating in more than one state have the option to conduct these matches directly with the federal government. The DTF FIDM program does **NOT** include this option. Multi-state FIs are required to participate in the DTF FIDM program utilizing one of the methods identified above.

A matching program enabled by this legislation and using the methods described has been in place since 2009. The Department currently has agreements with approximately 750 FIs doing business in NYS who are matching on a quarterly basis.

## Scope of Services

The Department will require the Contractor to establish, implement and maintain a direct relationship with the FIs for the purpose of ensuring accurate matching of the records of Tax Debtors identified by the Department with records of account holders at the FIs. The Contractor will be required to:

* Establish, expand, and maintain an inventory of FIs doing business in New York State and provide the inventory and updates to the Department. The Department will provide the Contractor with the name, address, contact information, match method, match schedule, and file transfer preference for all FIs currently participating in the program;
* Obtain signatures on a Memorandum of Agreement (MOA) between the FIs and DTF. DTF will draft a new MOA and then provide it to the Contractor, who will coordinate the execution of the agreement with all participating FIs to start the match process. The Contractor will also execute MOAs with any FIs that join the program during the life of the Contract;
* Ensure that all of Contractor’s employees and FIs using Method 2 complete form 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, and maintain copies of such forms for inspection at the request of the Department;
* Contact each FI and establish the data connections and file requirements necessary to perform the match based on the individual needs of each FI. A wide range of file formats and media will be included and must be accommodated. The successful Bidder must be prepared to process files on any media used by the FIs, including but not limited to, encrypted CD-ROMs, diskettes, and electronic transmission via secure FTP for data matching with DTF;
* Resolve any conflicts with FIs attempting to refuse to participate in the program. Interface and trouble-shoot, independently of DTF, through maintaining sufficient knowledge of the FIDM law, regulations, and program practices/procedures so that the Contractor can address any concerns/questions received from the FIs before reporting to and involving DTF. The Department will expect the Contractor to provide attorneys, if determined necessary by the Department, to respond to legal issues brought to this program by attorneys of the FIs;
* Keep all information obtained from the Department and the FI confidential and prohibit any employee, agent or representative from disclosing that information to anyone other than the FI or DTF;
* Ensure all computer systems used to receive, process, store, or transmit Federal Tax Information meet the requirements of IRS Publication 1075;
* Work with NYS Office of Information Technology Services (OITS) staff to establish the necessary data connections and file format to obtain the file of individuals and businesses and to return a single file as referenced in **Section 3.7.4** to DTF;
* Perform the data match function with all participating FIs on a quarterly basis in accordance with the date and time agreed upon in the MOA between the FI and DTF. During the development phase, the Department will establish a schedule of file transfers to be mutually agreed upon by DTF and the Contractor for the electronic transmission of files between the Department and the Contractor;
* Work with the FIs to resolve technical difficulties that impact the FI’s ability to participate in the match program;
* Work with FIs to ensure accuracy in the matching process including, but not limited to, distinguishing between EINs and SSNs when providing the required account holders ID, ensuring the account balance indicator field is populated, and ensuring the account balance field has a value;
* Ensure that the file returned to DTF includes values in all required fields; and
* If not selected for contract award for a contract replacing the Contract resulting from this RFP, implement the approved disengagement plan.

## Implementation

The services solicited herein must be operational within six months after the approval of the Contract by NYS Office of State Comptroller.

Upon award of a contract, a comprehensive implementation plan must be provided to DTF.

## Cover/Substitute Services

If Contractor’s failure to meet the requirements of the RFP or Agreement threatens timely Program implementation or results in the Program being materially interrupted or if Contractor materially breaches the Agreement as described in **Article XIV.A.** of **Exhibit E, Preliminary Base Contract**, and as a result thereof, the Department’s normal business operations as they relate to the Services are materially interrupted, then DTF will be entitled to immediately seek and obtain cover from a third party, i.e., substitute Services at Contractor’s expense until Contractor’s failure/breach has been cured to the Department’s satisfaction. If the costs of such cover exceed the amount of the Agreement, the Contractor shall be liable to DTF for all excess costs.  The Contractor shall not be paid for services rendered pursuant to the Services affected by the Material Breach if substitute services must be performed by a third party or the State must pay any additional costs for substitute services.

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# Qualifying Requirements

Only qualified entities may submit a proposal in response to this RFP. A qualified entity is defined as one that meets **all of the following qualifying requirements**. Entities not meeting these qualifying requirements should not submit a proposal.

In response to this RFP, the Bidder must provide sufficient detail of how each requirement is met. Failure to provide complete and detailed information may result in the Bidder’s proposal being deemed non-responsive and removed from further consideration.

## Attestation

The Bidder is required to attest it 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. The Bidder is required to certify that all information provided in connection with its proposal is true and accurate.

**Response Requirement**

The Bidder must complete **Attachment A, Bidder Attestation**.

## Qualifying Experience

DTF is seeking proposals from firms with a minimum of three (3) years’ experience within the past five (5) years in the design, development, implementation, and operation of a Large-Scale Data Matching service, as defined in **Appendix C, RFP Glossary**. This experience must have been gained prior to bid submission, and must have been obtained from one client. In addition, the Bidder’s experience must be with a system that was fully operational, that utilized electronic file exchange technology, and where the project milestones and deliverables were met.

The Bidder is solely responsible for providing contact information for clients that are readily available to be contacted by the Department and will respond to questions.

**Response Requirement**

The Bidder must complete **Attachment B, Experience and Reference Response Form** with the applicable information demonstrating the required experience as described in this section.

## Qualifying Insurance

At the time of proposal submission, the Proposer’s company and all staff must be insured against financial losses resulting from Proposer’s employees’ actions.

**Response Requirement**

The Bidder must complete **Attachment C, Qualifying Insurance** **Response Form** to provide its current insurance information, including information describing the coverage and effective dates.

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# Technical Requirements

This section of the RFP provides instructions to Bidders regarding information that is to be included in the Technical Proposal. The Department reminds Bidders that responses must be complete, factual, and as detailed as necessary to allow the State to perform a comprehensive review and evaluation of proposed services, capabilities and experience.

The purpose of the Technical Proposal is to provide a Bidder with the opportunity to demonstrate its qualifications, competency, and capacity to undertake the engagement described herein in a manner which complies with applicable laws and regulations, and the requirements in the RFP; it should specifically detail the Bidder’s qualifications and experience providing services sought by the Department (including the experience of Subcontractors, where applicable). **The Bidder must not include costs in the Technical Proposal document.**

There are mandatory requirements stated throughout this section, stipulated by the words “must,” “shall,” “will,” and “required.”  Failure to provide or include the required information in the Technical Proposal will result in the Bidder being deemed non-responsive and removed from further consideration.  Desired services and information are referenced in this section by the words “should,” “desired,” and “preferred.”  While not mandatory, failure to provide the requested desired information will negatively impact the Bidder’s Technical Proposal score.

## Bidder Experience and Reference Requirements

The Department is particularly interested in the Bidder’s prior Large-Scale Data Matching experience and/or their experience working with government clients and data matching with Financial Institutions. The Department will also evaluate, but will give less weight to, other experience.

**Response Requirement**

The Bidder should submit their response to this requirement in accordance with the information and details presented on **Attachment B, Experience and Reference Response Form**.

## Implementation Plan

The Services solicited herein must be operational within six months after the approval of the Contract by NYS Office of the State Comptroller.

The Bidder should provide a comprehensive Preliminary Implementation Plan as part of the proposal to describe how it will develop and implement the FIDM services.

**Response Requirement**

The Bidder should submit their response to this requirement in accordance with the information and details presented on **Attachment D, Implementation Plan Response Form**.

## Outreach Plan

The Bidder must develop, execute, and maintain a comprehensive outreach plan to be utilized following the initial Implementation. The Outreach Plan will be used to recruit and encourage participation by all applicable FIs during the life of the contract.  The outreach plan must include strategies for the research and identification of FIs not yet participating in the FIDM program and facilitate participation with those identified FIs.  The Bidder must demonstrate a thorough understanding of the FIDM subject matter and its ability during outreach to interface independently with FIs and resolve potential conflicts.  The Bidder should also present potential outreach and advertising materials that the Bidder intends to utilize as part of their proposed plan.  The final version of all outreach and advertising material will be subject to Department review and approval.

**Response Requirement**

The Bidder should submit their response to this requirement in accordance with the instructions and details presented on **Attachment E, Outreach Plan Response Form**.

## Reporting

The Proposer must keep detailed spreadsheets of all actions with FIs which includes, but is not limited to:

* Institution Name
* FEIN
* Address
* Institution Type (Bank, Credit Union, Brokerage, Securities, Fund, etc.)
* Contact Name(s) & Title(s)
* Contact Phone Number(s) & Fax Number
* Contact Email Address(es)
* Date Contact Information Was Last Verified
* Action Taken (Including Dates and Summary of Action)
* Date MOA Sent to FI
* Date MOA Signed by FI
* Date MOA Sent to DTF
* Date MOA Signed by DTF
* Method (M1 or M2)
* Cycle Begin Month (Jan., Feb., or Mar.)
* Processing Week (1, 2, 3 or 4)
* Whether Processed by Quarter
* Reason Refused or not Required to Participate
* Acquisition or Merger Detail

The spreadsheets must be kept current and provided to DTF upon demand. The format of the spreadsheets must be approved by DTF. The Bidder must agree to modify reports as requested by DTF. Samples of Reports are included as **Exhibit 2, FIDM Reports**.

In addition, the Bidder will participate in monthly conference calls, or more frequent conference calls if requested by the Department, and provide a discussion document outlining current activities, along with a report of processing statistics for DTF review prior to the conference calls.

## Organization and Staffing Plan

Sufficient staff must be assigned to complete the development phase in a timely manner and to provide adequate support during the term of the Contract. **The Department would prefer continuity of staff from the development phase to ongoing support after operational implementation**. Sufficient staff must be assigned to communicate and coordinate resolution of any issues that may occur, correct any problems, and implement any changes within two business days unless otherwise agreed to in writing. The Department reserves the right to request additional staff, as well as staff substitutions, for work-related cause.

During the term of the Contract, if any of the key staff identified is to be replaced, the Contractor may be asked to provide resumes of the proposed replacement staff to the DTF project manager for review and approval, before starting work on the FIDM project. Replacement staff shall have qualifications and previous experience similar to the staff being replaced.

**Response Requirement**

The Bidder should complete a response with the instructions and details presented on **Attachment F, Organization and Staffing Plan Response Form.**

## Disengagement

At the end of the term for any Contract resulting from this RFP the Contractor may be required, at the sole discretion of the Department, to assist in the orderly and efficient transition of services to a new contractor and implement a disengagement process to ensure all DTF and FI data is either secured or destroyed. Any disengagement plan must comply with IRS Publication 1075 and be approved by the Department.

The Bidder must agree to:

* Assist the Department with the orderly transition to a future contactor. This may include, at DTF’s discretion, the Contractor’s key staff meeting with DTF project staff and/or the new contractor’s key staff, at a location determined by DTF, to resolve any outstanding technical or administrative issues, or provide any other assistance as identified by DTF.
* Remove all Department data from the Contractor’s system including both on-site and off-site backup copies. Paper records including, but not limited to, work papers, photo copies, computer printouts, and transcripts must be returned to DTF or destroyed by shredding or disintegrating. Department data on storage devices such as tape, hard disk drives, CDs and DVDs must be sanitized using the standards set forth in **Exhibit 3, Security, Confidentiality, and Integrity of Data**, at the time of disengagement. Electronic media is to be sanitized or disposed of within four months of Contract termination. The Contractor must provide to the Department with a record of the media sanitization or disposal and maintain a record of the destruction for a period of one year. This record is to contain:
* The date and time of the sanitization or disposal;
* A description of the data;
* A description of the media;
* The method of sanitization or disposal (purge or physical destruction);
* Contractor name;
* Contractor contact name for information regarding the sanitization or disposal activity; and
* The name and signature of the officer, such as the company CIO, ISO, or Privacy Officer, responsible for sanitization or disposal of the media.

Upon completion of media sanitization, the Contractor must provide to DTF a letter, signed by an official authorized to bind the Contractor, affirming that the Contractor has complied with all terms and conditions of the disengagement plan.

## IT System Requirements

The Bidder must review the State’s security requirements and be able to provide a System which prevents gaps in the secure operations of the proposed System. The selected Bidder will be responsible for identifying and complying with all applicable State policies and standards which are found at: <http://www.its.ny.gov/eiso/policies/security>.

1. **Security and Confidentiality**

The Bidder must demonstrate its ability to assure the security, confidentiality, and integrity of the Department's data in accordance with **Exhibit 3, Security, Confidentiality and Integrity of Data**, other federal and state tax law provisions, as well as generally accepted industry information security policies, procedures, and standards. The Contractor will be required to sign a confidentiality agreement as set out in **Sections 5.2.15** and **5.2.16** of this RFP. In addition, the Contractor must have policies, procedures, controls, and software in place which, at a minimum, ensures both physical security and data security.

The Department’s requirements for security, confidentiality and integrity include all the following:

* Documented information security policies that address the security, confidentiality, integrity, and availability of the Contractor’s information systems must be in place along with means to measure compliance with the aforementioned.
* Documented procedures and physical security controls which limit access to the data center, or an area where computer hardware is located, to only those individuals with job functions that require access (computer operations staff, quality control, systems programmers, etc.).
* Documented procedures and logical data access controls which restrict access to information stored within the computer system to only those individuals who require access to such information to perform job-related functions.
* Network security controls that ensure the Contractor’s information systems are protected from unauthorized access from outside the Contractor’s network.
* Encryption is required for all data at rest, including data that resides in the database and file data located on a network. Encryption requirements are covered in IRS Publication 1075 and in the NYS Encryption Standard found at: <http://www.its.ny.gov/eiso/policies/security>
* FedRAMP authorized if proposing a Cloud solution.

The Department shall have the right to inspect the facilities of the Contractor for inspection of the facilities and operations utilized in the performance of any work under the Contract. Based on such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with any security requirement stated in the Contract.

1.
2. **Data Security**

The Department has determined that data security will be better served with data encryption/decryption. The Bidder must perform this encryption/decryption when processing the data, as instructed by the Department throughout the engagement.

1. **Connectivity**

The Department requires electronic data file exchange over the Internet with the Department. The Bidder must have the capacity to engage in electronic data file exchange using protocols acceptable to the Department.

Data file exchange processes that are specifically unacceptable are: magnetic tapes, email, paper, CD, DVD, floppy disc, removable drives, analog or digital dial-up, Value Added Networks (VAN) or DSL connections.

The Department has approved the use of the following secure file transfer protocols, which are listed by order of preference. Encryption algorithms must comply with current FIPS 140.x guidelines.

* HTTPS (browser or compatible clients - pickup and drop off at Department servers only, port 443)
* SFTP (SSH/FTP) using minimum 2048bit key based authentication (port 22)

**Technology Upgrades**

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

* + 1. **File Processing**

During the development phase, the Department will establish a schedule to be mutually agreed upon by the Department and the Contractor for the electronic transmission of files between the Department and the Contractor. The Contractor must adhere to this schedule of file transfers. Files must be processed timely. The Contractor must store a minimum of 12 generations of scheduled Contractor to DTF Return files. **Exhibit 4, Request File Layout**, represents the file layout of the data the Contractor will be required to process. **Exhibit 5, Return File Layout**, represents the file layout of the data the Contractor will be required to provide to DTF. The file layouts and transmission schedule will be finalized during the development phase. For examples of current file layouts exchanged between the Bidder and the FIs, Bidders may also refer to the specifications located at <http://www.acf.hhs.gov/programs/cse/fct/fidm/dataspecs.pdf> for further details.

**Response Requirement**

The Bidder should submit their response to these requirements in accordance with the instructions and details presented on **Attachment G, IT System Requirements Response Form.**

# Financial Requirements

Fees are to be provided by the Bidder on **Attachment 19, Financial Response Form**. 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 **Attachment 19** and **must not modify or change the Attachment.** Any pricing information or add-on costs that do not conform to the presentation allowed on **Attachment 19** cannot be evaluated, will be disregarded as extraneous, and cannot be charged to the Department after award of a Contract.

1. One-time Development Fee

The Bidder must provide the One-time Development Fee for services prior to the operational date, including, but not limited to, systems development, testing and all program support requirements.

Payment for the One-time Development Fee will be made upon completion of all services associated with the development and certification of the system.

1. Quarterly Match Fee

The Bidder must identify the quarterly per Financial Institution match fee for the first year of the Contract. This fee represents the quarterly fee charged per Financial Institution that contains data match information regardless of the number of matches made during that quarter.

Example: A Bidder proposes a Quarterly Match Fee of $10 per Financial Institution.

Financial Institution A matches zero (0) records – payment is $0

Financial Institution B matches one (1) record – payment is $10\*

Financial Institution C matches five hundred (500) records – payment is $10\*

*\* The $10 match fee is for illustration purposes only and is not representative of the fee the Department expects in response to this RFP.*

1. System Enhancement Services Fees – Post Development Fees

After the system is operational, DTF may require additional programming and testing in the event of changes mandated by the Department due to changes in policies, guidelines, rules, regulations, statutes or judicial interpretations. The Bidder must identify the hourly rates for enhancement services (change controls).

Hourly rates submitted on **Attachment 19** 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. The “Mid-Level” skill demand for the required titles are defined as follows:

|  |  |  |
| --- | --- | --- |
| **Skill Level** | **Definition** |  |
| Mid-Level | 36-60 months experience. Can work without assistance |  |
| **Title** | **Definition** | **HBITS Maximum Hourly Rate** |
| Project Manager | \* Overseeing projects comprised of multiple deliverables \* Delegating and coordinating of tasks \* Project status, meetings, scope changes, issues | $69.09 |
| Programmer | \* Analysis, design, coding, component and assembly testing of all application code owned by the Application Team \* Maintenance (including production support), enhancement and development work \* Write application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions | $70.93 |
| Tester | \* Develops and maintains user and technical documentation and project process documentation for Application Teams \* Understand the user’s view of applications and /or technology and are able to put procedures in a logical sequence | $74.66 |

Additional information of the hourly rates, titles, and skill demand definitions for the HBITS contracts can be found at the following OGS website:

 <https://www.ogs.ny.gov/purchase/snt/awardnotes/7301222439can.htm>.

**Hourly rates submitted will be inclusive of labor costs, overhead, and profit. Travel costs will be reimbursed in accordance with OSC travel guidelines:**

<http://www.osc.state.ny.us/agencies/travel/manual.pdf>

Fees associated with change controls, if any, will be based on the titles and hourly rates provided herein. A change control document must be reviewed and approved before services are rendered. If the Department approves a no-cost Change Request, the signed form will be returned to the Contractor to perform the services. A change control with an associated cost may need to receive the approval of the Office of the State Comptroller prior to services being performed. The fees will be paid upon completion and acceptance of the change.

1. Cost Increases

The Fees provided on **Attachment 19** 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 (4) 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.

**Response Requirement**

In response to this section, the Bidder must complete **Attachment 19, Financial Response Form**, affirming understanding of, and agreement to comply with, the Financial Requirements of this RFP. Bidders must provide all cost information pertaining to their Bid.

Bidders must not modify or change the attachment. Pricing information must be provided in **Attachment 19** as specified in the instructions. **All costs associated with the requirements of the RFP must be incorporated into the Bidder’s financial response. Travel costs will be reimbursed in accordance with OSC travel guidelines. No add-on costs are permitted.**

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# Administrative Requirements

## Administrative Proposal Conditions

With the submission of a response to this RFP, the Bidder agrees to the proposal conditions outlined in this section.

### Issuing Agency

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

### Solicitation

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

### Liability

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

### Proposal Ownership

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

### Proposal Security

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

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

Section 74 of the Public Officers Law contains the code of ethics which sets forth that no officer or employee of a State agency should disclose confidential information that he acquires during the course of his official duties. This code controls the confidentiality of a Bidder’s proposal unless the Department grants a petition for records access in accordance with the Freedom of Information Law.

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

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

### Timely Submission

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

### Proposal Effective Period

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

### Proposal Opening

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

### Bidder Proposal Clarification

Prior to award, the Department reserves the right to seek clarifications, request proposal revisions, or to request any information deemed necessary for proper evaluation of proposals from all Bidders deemed to be eligible for Contract award. Failure of a Bidder to cooperate with the Department’s effort to clarify a proposal may result in the proposal being labeled as non-responsive and be given no further consideration.

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

### Proposal Evaluation and Selection

See **Section 7, Proposal Evaluation**,regarding bid selection and evaluation methodology. Submitted proposals may be reviewed and evaluated by any personnel or agents of the Department, other than one associated with a competing Bidder.

### Contract Negotiations and Authorized Negotiators

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

### Bidder Notification of Intent to Award

Upon completion of the evaluation process, the successful Bidder will be advised of selection by the Department through the issuance of a “Notification of Intent to Award” letter. Bidders who have not been selected by the Department in response to this RFP will be notified of such non-selection.

### Proposal Review and Contract Approval

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

### Debriefing Sessions

Bidders will be notified in writing and, within 15 calendar days of such notification, may request the opportunity for a debriefing session. Such sessions will be limited to discussions of evaluation results as they apply to the Bidder receiving the debriefing.

### Bid Protest Policy

The Department’s procedures for handling protests of bid awards are set forth in **Appendix B, Bid Protest Policy.**

### Reserved Rights

The Department reserves the right to exercise the following:

1. Prior to the opening of proposals, amend the RFP specifications to correct errors or oversights, or to change any of the scheduled dates, or to supply additional information, as it becomes available. Modifications to this RFP shall be made by issuance of amendments and/or addenda.
2. Prior to the opening of proposals, direct Bidders to submit proposal modifications addressing subsequent RFP amendments.
3. Withdraw the RFP, in whole or in part.
4. Eliminate any mandatory, non-material specifications that cannot be complied with by all prospective Bidders.
5. Waive any requirement(s) that is not material.
6. Waive any immaterial deviation or defect in a proposal. A waiver of immaterial deviation or defect shall in no way modify the RFP documents or excuse a Bidder from full compliance with the RFP requirements.
7. Evaluate, accept and/or reject any and all proposals, in whole or in part, and to waive technicalities, irregularities, and omissions if, in the Department’s judgment, the best interests of the Department/State will be served. In the event compliant bids are not received, the Department reserves the right to consider late or non-conforming bids as offers.
8. Require the Bidder to demonstrate, to the satisfaction of the Department, any information presented as a part of their proposal.
9. Require clarification at any time during the procurement process, and/or require correction of arithmetic or other apparent errors, for the purpose of assuring a full and complete understanding of a Bidder’s proposal and/or to determine a Bidder’s compliance with the requirements of the solicitation.
10. Seek revisions of proposals.
11. Correct any arithmetical errors or other apparent errors in any proposal and, in the event that the fees or costs in two or more proposals are not comparable, to make appropriate adjustments to render the fees and costs comparable.
12. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the solicitation.
13. Use information obtained through site visits, management interviews and the Department’s investigation of a Bidder’s qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the Department’s request for clarifying information in the course of evaluation and selection under this RFP.
14. Prior to the bid opening, determine a tie breaking mechanism for award of the Contract to serve the best interests of the Department/State.
15. Negotiate with the successful Bidder within the scope of the RFP to serve the best interests of the Department/State.
16. Proceed to the next highest ranked Bidder in the event that a Bidder who had achieved best value prior to contract award cannot satisfy the requirements as stated in this RFP.
17. If an Agreement is terminated within 12 months of making award, the State reserves the right, with the approval of the New York State Attorney General, and the Office of the State Comptroller, to award a contract to the next highest ranked Bidder.
18. Utilize any and all ideas submitted in the proposals received.
19. Make an award under the RFP, in whole or in part.
20. Rescind a contract award and begin negotiations with the next highest ranked Bidder if a signed contract substantially in accordance with **Exhibit E, Preliminary Base Contract** is not executed within 30 days of Notification of Intent to Award.

## Administrative Contract Conditions

**With the submission of a response to this RFP, the Bidder agrees to all contract conditions outlined in this Section except that Bidders may propose changes as allowable in Section 5.2.20, Bidder-Proposed Change(s) to Contract Terms.**

### Appendix A

**Appendix A, Standard Clauses for NYS Contracts** will be incorporated, in its entirety, into any Contract resulting from this RFP.

### Payments

All payments will be made in accordance with Article XI-A of the New York State Finance Law.

### Public Announcements

Public announcements or news releases relating to this RFP or the resulting Agreement shall not be made by any Bidder or its agent without the prior approval of the Department. All requests for public announcements should be directed to one of the designated contacts specified herein. Such request for approval shall not be considered until an approved Agreement is in place.

### New York State Vendor File

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) and any designated authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company and to each of your authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York.

If the Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the first page of the Proposal document. Authorized resellers already registered should list the ten-digit vendor ID number along with the authorized reseller information.

If the Bidder is not currently registered in the Vendor File, complete the enclosed **Exhibit D, New York State Office of the State Comptroller Substitute Form W-9**, and submit it with your bid. In addition, if authorized resellers are to be used, an OSC Substitute W-9 form should be completed and filed by each of the designated authorized resellers. The Procurement Services Unit will initiate the vendor registration process for all Bidders recommended for Contract Award and their authorized resellers. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application.

For more information on the vendor file please visit the following website: <http://www.osc.state.ny.us/vendor_management/>

### Contractor Requirements and Procedures for Participation by New York State-Certified Minority and Women-Owned Business Enterprises and Equal Employment Opportunities aor Minority Group Members and Women

**New York State Law**

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations, the Department is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of the Department’s contracts.

**Business Participation Opportunities for MWBEs**

For purposes of this solicitation, the Department of Taxation and Finance hereby establishes an overall goal of 0% percent for MWBE participation, 0% percent for New York State-certified Minority-owned Business Enterprise (“MBE”) participation and 0% percent for New York State-certified Women-owned Business Enterprise (“WBE”) participation (based on the current availability of MBEs and WBEs).

### Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of **Appendix A, Standard Clauses for NYS Contracts** including Clause 12, Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the respondent, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The respondent will be required to submit **Exhibit F,** **Minority and Women-Owned Business Enterprises - Equal Employment Opportunity Policy Statement**, to the Department with its bid or proposal.

If awarded a Contract, the respondent shall submit **Exhibit G,** **Work Force Employment Utilization,** in such form as shall be required by the Department on a quarterly basis during the term of the Contract.

Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.**

### Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Business Enterprises

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. The Department of Taxation and Finance recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of The Department of Taxation and Finance contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, the Department conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor.  Nevertheless, the Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>.

The Bidder/Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

### Permission to Investigate

In the event that the Department determines it necessary to investigate evidence relative to a possible or actual 1) crime or 2) breach of confidentiality or security, Contractor and its Subcontractors shall cooperate fully with the Department to the extent permitted by law to investigate and identify the responsible individuals. Contractor and its Subcontractors shall, to the extent permitted by law, make their employees and all relevant records, including personnel records and employee photographs, available to Department investigators upon request by the Department. The Department may exclusively interview Contractor’s employees and/or agents in connection with an investigation during normal business hours.

1. **Workers’ Compensation and Disability Benefits Certifications**
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Sections 57 and 220 of the New York State Workers’ Compensation Law (WCL) provide that the State shall not enter into any contract unless proof of workers’ compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with the State, Successful Proposers will be required to verify for the State, on forms authorized by the New York State Workers’ Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. Any questions relating to either workers’ compensation or disability benefits coverage should be directed to the State of New York Workers’ Compensation Board, Bureau of Compliance at (518) 486-6307. Failure to provide verification of either of these types of insurance coverage by the time contracts are ready to be executed will be grounds for disqualification of an otherwise successful Proposal.

The Successful Bidder must submit the following documentation within 48 hours of notification of selection for award:

## Proof of Workers’ Compensation Coverage:

Upon notification of award, the Successful Bidder will be requested to submit ONE of the following forms as Workers’ Compensation documentation:

### Form C-105.2 – Certificate of Workers’ Compensation Insurance issued by private insurance carrier (or Form U-26.3 issued by the State Insurance Fund); or

### Form SI-12 – Certificate of Workers’ Compensation Self-Insurance (or Form GSI-105.2 Certificate of Participation in Workers’ Compensation Group Self-Insurance); or

### Form CE-200 – Certificate of Attestation of Exemption from New York State Workers’ Compensation and/or Disability Benefits Coverage.

## Proof of Disability Benefits Coverage:

Upon notification of award, the Successful Bidder will be requested to submit ONE of the following forms as Disability documentation:

### Form DB-120.1 – Certificate of Disability Benefits Insurance; or

### Form DB-155 – Certificate of Disability Benefits Self-Insurance; or

### Form CE-200 – Certificate of Attestation of Exemption from New York State Workers’ Compensation and/or Disability Benefits Coverage.

### Further information is available at the Workers’ Compensation Board’s website, which can be accessed through this link: <http://www.wcb.ny.gov>.

Please note that although these forms are not required as part of the bid submissions, the State encourages Bidders to include them with their proposal submissions to expedite contract execution if the Bidder is awarded the contract.

**Note: An ACORD form is not acceptable proof of New York State Workers’ Compensation or Disability Benefits insurance coverage.**

1. **Cover Letter**

A cover letter transmitting the proposal must be signed by an official authorized to bind the Bidder to its provisions.The cover letter must include the following:

* The complete name and address of the bidding entity;
* The Federal or Taxpayer Identification Number of the entity;
* The ten-digit Vendor File ID number (if available); and
* An affirmation that the proposal is binding for the required period indicated in **Section 5.1.7**.
1. **Vendor Responsibility Questionnaire**

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

Upon identification of the Bidder with the highest score, the Bidder’s Vendor Responsibility will be analyzed to ensure that the Bidder is responsible.

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

**Response Requirement:**

Bidders must complete a Vendor Responsibility Questionnaire. 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 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://onlineservices.osc.state.ny.us](https://onlineservices.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.

Bidders must complete **Attachment 5, Vendor Responsibility Response Form**. If a Vendor Responsibility Questionnaire has been filed online and has not been certified within the last six months, the Bidder must either update/recertify the online questionnaire or submit a new paper Vendor Responsibility Questionnaire.

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

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

1. **Designation of Prime Contact**

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

**Response Requirement**

Each Bidder must complete and submit the **Attachment 6, Designation of Prime Contact.**

1. **Non-Collusive Bidding Practices Certification**

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

The Bidder is responsible for reading, signing and submitting the **Attachment 7, Non-Collusive Bidding Certification.**

1. **Procurement Lobbying**

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

Contacting individuals other than the designated contacts listed in the Preface section of this document during the restricted period may result in disqualification of the Bidder’s proposal – please refer to the Procurement Lobbying Law and the Department’s guidelines posted on the Department’s procurement website at: <http://www.tax.ny.gov/about/procure>.

1. Offerer Disclosure of Prior Non-Responsibility Determinations

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (1) a violation of State Finance Law §139-j to (2) 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 or 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 will be submitted to the Governmental Entity conducting the Governmental Procurement.

**Response Requirement**

Each Bidder must complete and submit **Attachment 8, Offerer Disclosure of Prior Non-Responsibility Determinations.**

1. 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 Governmental Entity with respect to State Finance Law 139-k is complete, true and accurate.

The Department reserves the right to terminate any Contract award as a result of this RFP in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law 139-k was intentionally false or intentionally incomplete.

**Response Requirement**

Each Bidder must complete and submit **Attachment 9, Offerer’s Certification of Compliance with State Finance Law 139-k(5).**

1. **Secrecy Provisions (DTF-202)**

Bidders are required to adhere to secrecy provisions as outlined in **Exhibit E, Preliminary Base Contract**.

**Response Requirement**

Each Bidder must complete and submit **Attachment 10, 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.**

1. **Acknowledgement of Confidentiality of IRS Tax Return Information and Internal Revenue Code Selected Confidentiality Provisions Pertaining to Contractors**

Bidders are required to adhere to secrecy provisions as outlined in **Exhibit E, Preliminary Base Contract.**

**Response Requirement**

Each Bidder must complete and submit **Attachment 11, Acknowledgement of Confidentiality of IRS Tax Return Information and Internal Revenue Code Selected Confidentiality Provisions Pertaining to Contractors (Technology Services).**

1. **Ethics Compliance**

All Bidders/contractors and their employees must comply with Public Officers Law §§73 and 74 to the extent applicable, Chapter 1 of the Laws of 2005, the Procurement Lobbying Reform Act, and other State statutes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the bid, the Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contracts, and/or other civil or criminal proceedings as required by law.

**Response Requirement**

Each Bidder must complete and submit **Attachment 12, Public Officers Law Form** and **Attachment 13 Public Officers Law – Post Employment Restrictions** which addresses business or professional activities by current or past state officers and employees and party officers. These forms shall be made part of the resultant contract.

1. **Sales and Compensating Use Tax Documentation**

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

**Exhibit A** provides the Contractor Certification Forms and Instructions for completing the forms. Form ST-220-TD must be filed with and returned directly to the Department address provided on the form. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with the Department. If the information changes for the Contractor, its affiliate(s), or its subcontractor(s), a new form ST-220-TD must be filed with the Department. Completion of the form at the time of bid submission is not required; however, Form ST-220-TD must be filed and returned to the Department upon notification of Contract award.

Form ST-220-CA must be provided to the Department’s Office of Budget and Management Analysis **upon notification of contract award** certifying that the Contractor filed ST-220-TD. Proposed Contractors should complete and return the certification form within two business days of request.

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

Vendors may call the Department at (518) 485-2889 for any and all questions relating to Section 5-a of the Tax Law and relating to a Contractor’s registration status with the Department. For additional information and frequently asked questions, please refer to the Department’s website: <http://www.tax.ny.gov>.

1. **Prime Contractors/Subcontractors**

The successful Bidder shall act as Prime Contractor under the contract, and shall be held solely responsible for contract performance by the Bidder, its partners, officers, employees, subcontractors and agents. The Bidder shall be responsible for payment of all subcontractors and suppliers, including all third-party service providers contracted by or through the Bidder in performance of the Contract.

Where services are supplied by or through the Contractor under the contract, it is mandatory for the Contractor to assume full integration responsibility for delivery, installation, maintenance, performance and support services for such items, as applicable. The Contractor shall also be responsible for payment of any license fees, rents or other monies due third parties for services or materials provided under this Contract.

Proposed subcontractors must be identified at the time of bid submission and are subject to the approval of the State (see **Article XVI, Contractor and Subcontractors** of **Exhibit E, Preliminary Base Contract**, for additional information).

**Response Requirement**

The Department requires a list of subcontractors who will be utilized for the performance of services under any resultant contract as well as a description of the services to be subcontracted. This information must be provided on the **Attachment 14, Listing of Proposed Subcontractors Form.**

1. **Bidder-Proposed Change(s) to Contract Terms**

Proposals must conform to the terms and conditions set forth in this RFP and the **Preliminary Base Contract, Exhibit E.** Any Bidder-Proposed Change(s) to terms and conditions set forth in this section of the RFP (**Section 5.2**), and/or **Exhibit E,** **Preliminary Base Contract,** must be provided to the Department in the Bidder’s Administrative Proposal. Material deviations to the terms and conditions set forth in the RFP (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection.

**Response Requirement**

The Bidder must attach any Bidder-Proposed Change(s) to the terms and conditions outlined in **Section 5.2** and/or **Exhibit E, Preliminary Base Contract.**

Only those Bidder-Proposed Change(s) that meet all the following requirements will be considered as having been submitted as part of the proposal:

* Each Bidder-Proposed Change (addition, counter-offer, deviation or modification) must be specifically enumerated in writing; and
* The writing enumerating the Bidder-Proposed Change must identify the particular term the Bidder objects to or proposes to modify, and the reasons therefore.

Bidder-Proposed Change(s) submitted on standard, pre-printed forms (product literature, order forms, contracts), whether or not deemed “material,” which are attached or referenced with submissions which do not meet the above requirements will not be considered part of the bid or resulting Contract, but rather will be deemed to have been included for informational or promotional purposes only.

Acceptance and/or processing of the bid proposal will not constitute written acceptance of Bidder-Proposed Change(s) or a waiver of the Department’s right set forth in **Section** **5**. Failure to object to any terms identified in **Section 5.2,** of this RFP and/or **Exhibit E, Preliminary Base Contract**, will be deemed to constitute acceptance thereof by the Bidder.

1. **Request for Exemption from Disclosure**

The bids are presumptively available for public inspection. If this would be unacceptable to Bidders, they must apply to the Department for trade secret protection of their bid at the time of bid submission.

In applying for trade secret protection, it would be unacceptable to indiscriminately categorize the entire proposal as such. The Bidder must point out those sections of the proposal that are trade secrets and explain the reasons therefore. The Bidder may wish to review with its legal counsel Restatement of Torts, Section 757, comment b, and the cases under the Federal Freedom of Information Act, 5 USC Section 522, as well as the Freedom of Information Law. The Department will review applications and grant trade secret protection, if appropriate.

**Response Requirement**

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

1. **Encouraging use of New York State Business 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/proposers for this 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.

**Response Requirement**

Each Bidder must complete and submit **Attachment 15, Encouraging Use of New York State Businesses in Contract Performance.**

1. **Consultant Disclosure Requirements Pursuant to Laws of 2006, Chapter 10**
2. The procurement record for each new consulting services contract received by the Office of the State Comptroller for approval on or after July 17, 2006, must include a properly completed copy of **State Consultant Services – Contractor’s Planned Employment – Form A**from Contract start date through the end of the Contract term, attached hereto as **Exhibit B**. This form, which is a one-time report of planned employment data for the entire term of a consulting services contract on a prospective basis, must include the following information, by “employment category,” for all employees who will be providing services under the contract, whether employed by the Contractor or a Subcontractor:
3. The number of employees employed to provide consulting services under the contract;
4. The number of hours worked by such employees under the contract; and
5. The total compensation paid by the State to the State Contractor, for work by the employees.

The Contractor may be requested to assist in the completion of **Form A**.

1. In addition, for each year a consulting services contract is in effect, contracting agencies must require contractors to report annually regarding the above described employment information including work performed by Subcontractors. The Contractor must properly complete a copy of **Contractor’s Annual Employment Report – Form B**, attached hereto as **Exhibit C**, and provide it to the contracting agency, i.e., the New York State Department of Taxation and Finance; the Office of the State Comptroller (OSC) and the Department of Civil Service (CS). **Form B** captures historical information, detailing actual employment information for the most recently concluded State fiscal year (April 1 – March 31). **Form B** will be due no later than May 15 of each year.

**Form B** shall be provided to OSC and Civil Service as set forth in OSC Guide to Financial Operations at:

<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/18/C.htm>

**Form B** shall be provided to DTF as follows:

By mail: New York State Department of Taxation and Finance

Office of Budget and Management Analysis

Procurement Services Unit

W. A. Harriman State Office Campus

Albany, NY 12227

By email: BFS.Contracts@tax.ny.gov

By fax: (518) 435-8413

For purposes of this section, the following terms have the specified meanings:

* “employment category” means the specific occupation(s), as listed in the O\*NET occupational classification system, which best describes the employees providing services under this contract; and

(Note: The O\*NET database is available through the US Department of Labor’s Employment and Training Administration, at <http://online.onetcenter.org> to find a list of occupations.)

* “consulting services contract” includes any contract entered into by a State agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health and mental health services; accounting, auditing, paralegal, legal, or similar services.
1. **Assurance of No Conflict of Interest**

The Bidder offering to provide services pursuant to this RFP as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the service outlined in this RFP 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.

**Response Requirement**

Each Bidder must complete and submit **Attachment 16, Vendor Assurance of No Conflict of Interest or Detrimental Effect.**

1. **Executive Order No. 177 Certification**

In accordance with Executive Order No. 177, the Bidder must certify that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

**Response Requirement:**

The Bidder must complete and submit **Attachment 17, Certification of Non-Discrimination Practices.**

1. **Sexual Harassment Prevention Certification**

State Finance Law §139-l requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training to all its employees and that such policy, at a minimum, meets the requirements of section two hundred one-g of the labor law.

**Response Requirement:**

The Bidder must complete and submit **Attachment 18, Sexual Harassment Prevention Certification.**

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# Proposal Submission Requirements

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

Proposals that do not comply with these instructions or do not meet the full intent of all of the requirements of this RFP may be subject to scoring reductions during the evaluation process or may be deemed non-responsive. The Department does not require, nor desire, any excessive promotional material which does not specifically address the response requirements of this RFP. To assist Bidders, the Department has provided **Attachment 1, Bidder’s Checklist**. A proposal that does not provide all the information requested may be subject to rejection.

**Faxes or electronically transmitted proposals will not be accepted.**

## Proposal Content and Organization

To facilitate in the evaluation process, the Bidder must organize the proposal into three distinct volumes as follows:

Volume One: Qualifying and Technical Requirements

Volume Two: Administrative Requirements

Volume Three: Financial Requirements

1. Volume One Format

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

1. Tab 1 – Executive Summary
2. Tab 2 – Qualifying Requirements
3. Tab 3 – Technical Requirements
4. Volume Two Format
	1. Tab 1 – Cover Letter (See **Section 5.2.10, Cover Letter**)
* Bidder-Proposed Change(s), if applicable (See **Section 5.2.20, Bidder-Proposed Change(s) to Contract Terms**)
* Request for exemption from Disclosure, if applicable (See **Section 5.2.21, Request for Exemption from Disclosure**)
1. Tab 2 – Administrative Requirements Response Forms
2. Volume Three Format

This volume must contain **Attachment 19, Financial Response Form.**

## Proposal Submission

The Bidder must submit two originals and four copies of **Volume One: Qualifying and Technical Requirements** and two originals and two copies of **Volume Two: Administrative Requirements** and **Volume Three: Financial Requirements**. All volumes must be bound separately, be clearly identified and should contain page numbers.

Proposals must be received by the date and time specified in the Schedule of Events.

For Administrative purposes only, it is desirable the Bidder provide Electronic Copies (CD/DVD/Flash Drive):

* One electronic copy of Volume One - Qualifying and Technical Proposal ONLY
* One electronic copy of the Qualifying and Technical, Administrative, and Financial Proposals with any proprietary information redacted. This will be used to facilitate requests for information under the Freedom of Information Law.

The electronic copies must be encrypted and password protected. The password should be submitted via email to BFS.Contracts@tax.ny.gov.

Bidder proposals must be enclosed in sealed containers with the following visibly inscribed on the outside of all containers:

Attn: Director, Procurement Services

New York State Department of Taxation and Finance

Office of Budget and Management Analysis

Procurement Services Unit

W. A. Harriman State Office Building Campus

Albany, NY 12227

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

“BID ENCLOSED”

RFP 18-104

Financial Institution Data Match Services

Bid Due Date and time

**Please note: Deliveries by delivery services (e.g. UPS, FedEx, etc.) and/or requiring a signature of receipt should be addressed to the Department’s Campus address; however, the delivery service must be instructed to deliver the bid documents to the following address:**

90 Cohoes Avenue

Green Island, NY 12183

Only under circumstances identified in **Section 5.1.16, Reserved Rights** will the Department consider any proposals received after the time and date specified in the Schedule of Events. In the event a package is not labeled properly as described in this Section, the Department reserves the right to inspect the contents of the package(s) to determine the contents. The Bidder shall have no claim against the Department arising from such inspection and such inspection shall not affect the validity of the procurement. Notwithstanding, the Department’s right to inspect the contents of the package(s), the Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with the foregoing requirements.

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# Proposal Evaluation

Pursuant to Article XI of the State Finance Law, the basis for contract award under this RFP will be “best value;” optimizing quality, cost and efficiency among responsive and responsible Bidders.

## Proposal Clarification

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

## Evaluation Process Overview

There will be two phases to the evaluation process. Proposals which pass Phase One of the evaluation will be further evaluated in Phase Two.

1. **Phase One Evaluation**

All timely submitted proposals will be evaluated in Phase One. Proposals will be evaluated in the following areas:

1. **Proposal Screening (Pass/Fail)**

Each proposal will be screened for completeness and conformance with the Department requirements for proposal submission as specified in this RFP. Proposals which do not meet the requirements may be labeled as non-responsive and may not be given further consideration.

1. **Qualifying Requirements**

All proposals that pass the Proposal Screening will be evaluated to determine if the Bidder meets the qualifying requirements specified in **Section 2, Qualifying Requirements**. If all qualifying requirements are not met, the Bidder’s proposal will be labeled non-responsive and will not be given further consideration.

All proposals that pass this stage of the evaluation process will be further evaluated in Phase Two.

1. **Phase Two Evaluation**

Bidders who pass Phase One of the evaluation will be further evaluated as follows:

1. **Technical Evaluation (50 points)**

Technical points will be allocated to the Bidder’s response to the technical requirements stated in **Section 3**.

1. **Financial Evaluation (50 Points)**

Financial proposals will be scored concurrently and separately from the Technical evaluations.

At the completion of Phase Two, the technical and financial scores will be combined to determine the Bidder ranking.

## Final Ranking/Contract Award

The Contract will be awarded to the Bidder whose proposal obtains the highest aggregate score.

The table below summarizes the evaluation point distribution:

|  |  |
| --- | --- |
| Evaluation Component | Points |
| Technical  | 50 |
| Financial  | 50 |
| **TOTAL** | **100** |

In the event that the Bidders receive the same final score, the Department will use the following tie breaking mechanisms, in the order listed, to determine final ranking:

* The Bidder’s Financial Score
* Determination by the Commissioner.

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