

STATE OF NEW YORK

DEPARTMENT OF TAXATION & FINANCE



Request for Proposals

12-05

Financial Institution Data Match Services

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Table of Contents

Schedule of Events 5

Preface 6

 A. Proposal Questions/Inquiries..... 6

 B. Procurement Lobbying – Offerer Understanding of, and Compliance with, Procurement Lobbying Guidelines 7

 C. Proposal Amendments/Announcements 7

 D. Response to Bidder Questions and Requests for Clarification 7

 E. Notification of Intent to Bid 7

 F. Submission of Proposals 7

 G. Contract Signing and Contract Term 7

RFP Key Points..... 9

RFP Glossary..... 10

I. Introduction 12

 A. Purpose 12

 B. Background 12

 C. Program Objectives..... 13

 D. Implementation 14

 E. Disengagement Plan 15

II. Qualifying Requirements 17

 A. Technical Qualifications - Firm Experience/Exposure..... 17

 B. Insurance..... 18

 C. Financial Stability 18

III. Technical Requirements..... 21

 A. Bidder Experience and Reference Requirements (M) 21

 B. IT System Requirements 22

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

C.	Insurance (M).....	27
IV.	Financial Requirements.....	34
V.	Administrative Requirements.....	36
A.	Administrative Proposal Conditions	36
B.	Administrative Contract Conditions.....	39
VI.	Proposal Submission	53
A.	Proposal Content and Organization.....	53
B.	Submission of Proposals	54
VII.	Proposal Evaluation	56
	Exhibit 1 – N. Y. S. Tax Law, Article 36 § 1701	59
	Exhibit 2 - Request File Layouts	61
	Exhibit 3 - Return File Layouts	62
	Exhibit A – Contractor Sales Tax Certification Forms.....	64
	Exhibit B – State Consulting Services – Contractor’s Planned Employment.....	70
	Exhibit C – Contractor’s Annual Employment Report.....	71
	Exhibit D – New York State Office of the State Comptroller Substitute Form W-9	72
	Exhibit E – Preliminary Contract	74
	Exhibit F – Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement.....	99
	Exhibit G - Work Force Employment Utilization	101
	Exhibit H - Request For Waiver Form.....	103
	Exhibit I - M/WBE Quarterly Report.....	105
	Exhibit J – Draft Memorandum of Agreement.....	107
	Appendix A - Standard Clauses For NYS Contracts	114
	Appendix B – Bid Protest Policy	121
	Attachment 1 – Bidders Checklist	124

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Attachment 2 – Offerer Understanding of, and Compliance with Procurement Lobbying Guidelines.... 126

Attachment 3 – Notification of Intent to Bid 127

Attachment 4 - M/WBE Utilization Plan 128

Attachment 5 – Staffing Plan 129

Attachment 6 – Vendor Responsibility Response Form 131

Attachment 7 – MacBride Fair Employment Principles Form..... 132

Attachment 8 – Designation of Prime Contact 133

Attachment 9 – Non-Collusive Bidding Certification 134

Attachment 10 - Offerer Disclosure of Prior Non-Responsibility Determinations 135

Attachment 11 – Offerer’s Certification of Compliance with State Finance Law 139-k (5)..... 138

Attachment 12 – DTF-202 New York State Department of Taxation and Finance - Agreement to Adhere
to the Secrecy Provisions of the Tax Law and the Internal Revenue Code 139

Attachment 13 – Public Officers Law 140

Attachment 14 – Listing of Proposed Subcontractor’s Form..... 141

Attachment 15 – Financial Response Form 142

Attachment A – Qualifier Response Form 143

Attachment B – Bidder Experience and Reference Form 145

Attachment C – IT Systems Requirements - Security and Confidentiality 146

Attachment D – IT System Requirements - Connectivity..... 148

Attachment E – File Processing..... 149

Attachment F – IT Staff 150

Attachment G - Insurance 151

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Schedule of Events

Issuance of RFP	August 10, 2012
Deadline for filing Offerer Understanding of, and compliance with, Procurement Lobbying Guidelines	August 31, 2012 - 2 pm EDT
Deadline for Submission of Questions	August 31, 2012 - 2 pm EDT
Department Response to Bidder Questions	September 24, 2012
Deadline for second submission of Bidder Questions	October 5, 2012 - 2 pm EDT
Department response to second submission of Bidder Questions	October 19, 2012
Deadline for Submission of Notification of Intent to Bid	October 25, 2012
Proposals Due	October 30, 2012 – 2 pm EDT
Notification of Intent to Award	December 11, 2012
Deadline for Contract Signature	January 10, 2013

Post Award Timetable

DTF User Acceptance Testing begins within **fourteen (14) days** of contract approval.
Certification Date within **sixty-five (65) days** of the start of User Acceptance Testing
Implementation Date **within 10 days** of Certification Date

Preface

A. Proposal Questions/Inquiries

Prospective Bidders will have two opportunities to submit written questions and requests for clarification regarding this Request for Proposal (RFP). All questions regarding this RFP must be submitted via e-mail (preferred), fax or mail and be received by the dates and times 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 below:

E-mail: bfs.contracts@tax.ny.gov

Fax: (518) 435-8413

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

Prospective Bidders should note that 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. Exceptions to Contract terms in **Exhibit E, Preliminary Contract**, must be submitted with the Bid Proposal. Bidders entering into a contract with the State are expected to comply with all the terms and conditions contained herein.

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

Catherine Golden	(518) 457-0954	bfs.contracts@tax.ny.gov
Dorothy Lechmanski	(518) 457-0954	bfs.contracts@tax.ny.gov
Karen Brino	(518) 485-6091	bfs.contracts@tax.ny.gov
Cynthia Isgro	(518) 485-6091	bfs.contracts@tax.ny.gov

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 of Taxation and Finance (DTF or Department) guidelines posted on the Department's procurement website at: <http://www.tax.ny.gov/about/procure>, and additional requirements in Section V, Administrative Requirements.

B. Procurement Lobbying – Offerer Understanding of, and Compliance with, Procurement Lobbying Guidelines

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

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

C. Proposal Amendments/Announcements

All Amendments, clarifications and any announcements related to this bid will be posted on the Department's Procurement 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 in your proposal may result in the Bidder's proposal being deemed non-responsive.

D. 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 Procurement website at: <http://www.tax.ny.gov/about/procure>.

E. 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 Request for Proposal changes.

F. Submission of Proposals

The Bidder must submit their proposals as instructed in **Section VI, Proposal Submission**.

G. Contract Signing and Contract Term

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 Contract is attached as Exhibit E. Any exceptions or additions to the terms and conditions of the Preliminary Contract must be identified in the

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Bidder's proposal. The Department will not sign any vendor supplied contract documents. As such, if there are specific terms to be included in the final Contract, they must be submitted in response to Section V.B.19.

The Department will award one Contract to the successful Bidder for a term of five (5) years commencing upon approval of the New York State Attorney General and Office of the State Comptroller. The successful Bidder must sign a Contract within thirty (30) days after Notification of Intent to Award. If the successful Bidder fails to do so, the Department reserves the right to begin negotiations with the second highest ranked Bidder.

The fees bid in response to this RFP shall not be increased during the first year of the initial contract term. Thereafter, fees may be increased yearly on the anniversary date of the contract for each subsequent annual period of said term and for each renewal term. Any proposed increases in fee must be requested by the Contractor in writing sixty (60) days prior to the anniversary date of the contract. Such increase shall be subject to negotiation between the Department and the Contractor. Notwithstanding the foregoing, fee increases shall be limited to the lower of the percentage increase in the U.S. Department of Labor's Consumer Price Index for All Urban Customers (CPI-U), Table A, for the preceding twelve (12) months or five percent (5%). For the purposes of clarity, any percentage increase for the renewal terms shall only be applied to the prices in effect during the preceding twelve-month period.

RFP Key Points

- 1. Read the RFP in its entirety.** Note key items such as: critical dates, qualifying and mandatory requirements, services required and proposal packaging requirements.
- 2. Note the name, address, phone numbers and e-mail address of the designated contacts.** These are the only individuals that you are permitted to contact regarding this RFP.
- 3. All amendments, clarifications, Bidder questions with the Department responses and any announcements relating to this bid will be posted on the Department's website.** It is the Bidder's responsibility to check the Department's website periodically for any updates. All applicable amendment information must be incorporated into the Bidder's proposal. Failure to include this information in your proposal may result in disqualification or a reduced technical score.
- 4. Take advantage of the question and answer periods.** Submit your questions by one of the methods identified by the dates and times listed in the Schedule of Events. Responses and copies of the questions will be posted on the Department's Procurement website at: <http://www.tax.ny.gov/about/procure>.
- 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 V.A.16.E, 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.

RFP Glossary

Terms used in this RFP shall have the following meanings:

Account - A record of financial transactions for an asset of an individual or business at a financial institution

Affiliate - Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) that effectively controls another company in which (a) the Bidder owns more than 50% of the ownership; or (b) any individual or other legal entity which owns more than 50% of the ownership of the Bidder. In addition, if a Bidder owns less than 50% of the ownership of another legal entity, but directs or has the right to direct such entity's daily operations, that entity will be an Affiliate.

Attorney General (AG) - Attorney General of the State of New York

Agreement - The Contract which results from the award of this Request for Proposals.

Bid or Bid Proposal - An offer or proposal submitted by a Bidder to furnish a described product or a solution, perform services or means of achieving a practical end, at a stated price for the stated Contract term.

Bidder/Offerer - Any individual or other legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) which submits a Bid in response to a Bid Solicitation or Request for Proposals.

Contract - The writing(s) which contain the agreement of the Department and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by, but not limited to, applicable rules of law, bid documents and bid proposals.

Comptroller (OSC) - The Comptroller of the State of New York.

Contractor - Any successful Bidder(s) to whom a Contract has been awarded by the Department.

Debt - as defined in N. Y. S. Tax Law, Article 36 §1701 means all liabilities, including unpaid tax, interest, and penalty, that the Commissioner is required by law to collect and that have been reduced to judgment by the docketing of a New York State tax warrant in the office of a county clerk located in the State of New York or by the filing of a copy of the warrant in the office of the Department of State.

Department or DTF - The New York State Department of Taxation and Finance.

Disaster Recovery Plan - means Contractor's plan to continue to provide services in the occurrence of a catastrophic event.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Dispute Resolution - means the process set forth in Article XI, of the preliminary contract for resolving disputes arising under this Agreement.

FIDM - means Financial Institution Data Match.

Financial Institution - means any financial institution authorized or required to participate in a financial institution data match system or program for child support purposes under federal or state law.

Financial Institutions - as defined under Sections 466(a)(17)(D)(i) and 469(A)(d)(i) of the federal Social Security Act and Section 111-o of the New York State Social Services Law, include banks and savings associations, Federal and State credit unions, institution-affiliated parties as defined in Section 3(u) of the federal Deposit Insurance Act (12 U.S.C. 1813(u)), benefit associations, insurance companies, safe deposit companies, money-market mutual funds or similar entities authorized to do business in the state.

Large-Scale Data Matching - is defined as bidders providing electronic data matching services for a single client which involves matching a large volume of data (millions of records) from multiple (several hundred) entities that are separate and distinct, such as those with different management structures and/or IT systems, networks and/or media.

Request for Proposals (RFP) or Proposal - A type of Bid Document that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value," as defined by the State Finance Law.

Responsible Bidder - A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Department. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

Responsive Bidder - A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the Department.

Subcontractor - Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

Tax Debtor - as defined in N. Y. S. Tax Law, Article 36 §1701 means a natural person or any entity other than a natural person named on a New York State tax warrant and identified thereon as a judgment debtor.

I. Introduction

A. Purpose

The New York State (NYS) Department of Taxation and Finance (DTF or Department) is soliciting proposals from vendors meeting the requirements set forth in Sections II and III of this RFP to develop and operate a Financial Institution Data Match (FIDM) System 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, Exhibit 1. The performance of all work under this contract must be within the boundaries of the United States.

B. Background

The Collections and Civil Enforcement Division (CCED) of the New York State Department of Taxation and Finance is charged with the collection of unpaid NYS Tax debts. Once voluntary efforts to collect these debts have been exhausted, the Department begins civil enforcement action by filing a lien against each Tax Debtor. The lien is filed with the Office of the County Clerk against the Tax Debtor's real property and with the Office of the New York State Secretary of State against the debtor's personal property. There are currently 1.5 million individuals and businesses with NYS tax liens (1,000,000 businesses and 500,000 individuals). Approximately 190,000 liens are filed annually against businesses and 170,000 are filed annually against individuals.

N. Y. S. Tax Law, Article 36 § 1701, Exhibit 1, requires Financial Institutions (FI) that do business in NYS to participate in the development and operation of a data match system 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 will be conducted quarterly.

The DTF FIDM program 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 shall 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 is governed by N. Y. S. 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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

commissioners' authorized designee, the financial institution may use that system to comply with the provisions of this Section."

Accordingly, two methods are permitted:

- Under Method 1 (All Accounts Method), the financial institution submits a file (to the successful bidder) containing all open accounts that is matched against records of all Tax Debtors.
- Under Method 2 (Matched Accounts Method), the financial institution receives a file (from the successful bidder) containing records of all Tax Debtors, matches the file against all open accounts, and submits a file of matched records to the successful bidder.

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

Many of the financial institutions operating in NY State do business in more than one state. In the OTDA program, Financial Institutions operating in more than one state have the option to conduct these matches directly with the federal government. The New York State Tax and Finance Data Match program does **NOT** include this option. Multi-state Financial Institutions are required to participate in the Tax Department Financial Institution Data Match 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 570 FIs doing business in NYS who are matching on a quarterly basis.

C. Program Objectives

The Department's general objective is to enter into a contract with the successful bidder to develop and operate the FIDM System mandated by N. Y. S. Tax Law, Article 36 § 1701. The Department will require the successful bidder 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 successful bidder will be required to:

- Establish and maintain an inventory of financial institutions doing business in New York State including banks, savings associations, federal and state credit unions, money market mutual funds and securities firms and provide the inventory and updates to 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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

to encrypted CD-ROMs, diskettes, electronic transmission via secure FTP for data matching with DTF.

- Keep all information obtained from the Department and the Financial Institution confidential and prohibit any employee, agent or representative from disclosing that information to anyone other than the FI or DTF.
- Obtain signatures on a Memorandum of Agreement (MOA) between the FIs (including the ones matching currently) and NYS DTF. DTF will draft the MOA and provide the MOA to the contractor to coordinate the execution of the agreement prior to starting the match process.
- Work with NYS DTF Information Technology Services (ITS) 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 III.B.2 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 successful bidder for the electronic transmission of files between the Department and the contractor.
- Resolve all technical difficulties that impact the FI's ability to participate in the match program.
- Provide a quarterly report to DTF that indicates which FI's met their obligation to match and which did not for the quarter. Notify DTF immediately upon becoming aware of an FI's non-compliance in providing all required data match information or services.
- Work with FIs to insure 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.

D. Implementation

The services solicited herein must be operational on or before August 30, 2013.

Upon award of a contract, a comprehensive implementation plan must be provided to DTF, which demonstrates the ability to:

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

- Work within the project schedule, achieve milestones and provide deliverables in a timely manner.
- Provide sufficient staffing for development, implementation, and on-going support throughout the entire duration of the contract.
- Establish and maintain effective working relationships with clients.
- Resolve problems which impact the delivery of services.

E. Disengagement Plan

The Contractor will provide to DTF a detailed disengagement plan for its approval within 180 days of Contract approval. The Contractor must at minimum agree to:

- 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, CD's and DVD's must be sanitized using industry best practices available at the time of disengagement. Electronic media can be sanitized or disposed by clearing, purging or physically destroying the media.
 - **Clearing** data requires overwriting of the data, replacing existing data with a pattern of 0s and 1s that make the data unrecoverable.
 - **Purging** data is a process that prevents data from being recovered by a non-standard operating system and requires special signal processing equipment, also known as a "laboratory attack". Degaussing is an example of purging data where the magnetic media is exposed to a strong magnetic field.
 - **Physical destruction** techniques consist of disintegration, incineration, pulverization, melting, shredding, and sanding of the media surface. Shredding requires that the shred size be small enough such that the media cannot be reconstructed (5/16 inch wide strips or smaller). Sanding requires that the entire surface be removed.

Documentation:

The Contractor must provide to the Department, 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 (clear/purge/physical destruction)
- Vendor/Contractor name that has contracted with the NYS Department of Taxation and Finance.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

- Vendor/Contractor contact name for information regarding the sanitization or disposal activity.
 - 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 a letter, signed by two officials authorized to bind the Contractor, affirming that the Contractor has complied with all terms and conditions of the disengagement plan.

II. 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 including, but not limited to, the specific detail requested for each requirement. Failure to provide complete and detailed information may result in the bidder's proposal being deemed non-responsive.

The bidder's response to qualifying requirements will be evaluated in Phase 1 of the evaluation process, as outlined in Section VII of this RFP. Bidders that do not meet qualifying requirements will be removed from further consideration.

A. Technical Qualifications - Firm Experience/Exposure

DTF is seeking proposals from firms with a minimum of three years' experience within the past five years in the design, development, implementation, and operation of a large-scale data matching system or systems, as defined in the RFP Glossary. This experience must have been gained prior to bid submission, and must have been obtained from one client. The performance of all work under this contract must be within the boundaries of the United States.

The bidder's experience must be with a system that was fully operational for a minimum of one year; that utilized electronic file exchange technology; and where the project milestones and deliverables were met.

Proposal Response Requirement

Bidder must complete **Attachment 2, Qualifier Response Form** for one client meeting the above requirements. The Qualifier Response Form must contain a narrative that demonstrates a minimum of three years' experience within the past five years in the design, development, implementation, and operation of a large-scale data matching system or systems, as defined in the RFP Glossary. This experience must have been gained prior to bid submission, and may have been obtained from one or more clients. The bidder's narrative must describe a system that was fully operational for a minimum of one year; that this system utilized electronic file exchange technology; and that the project milestones and deliverables were met for this system. The narrative must also address the bidders experience with matching a large volume of data from multiple entities. The bidder must specify the contract start and end dates.

B. Insurance

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

Proposal Response Requirement

On **Attachment A**, Qualifier Response Form, the bidder must provide its current insurance information and must attach a copy of its current certificate of insurance including a description of each type of coverage and the amount of coverage.

C. Financial Stability

The Bidder must be a financially stable entity, such that it may initiate and perform its obligations through the duration of the Contract.

The Department of Taxation and Finance [DTF] will conduct an evaluation of the Bidder's financial stability which will include, but not be limited to, a review of the Bidder's equity position, liquidity, profitability trends and prospects for financial growth. The financial stability evaluation will also include a business background review of the entity's officers and management team, its organizational structure and the financial operating relationship between the business units and divisions.

As a condition of the resulting Contract, the Contractor must continue to evidence financial stability. The on-going financial stability of the Contractor may be evaluated based upon criteria similar to that used in the evaluation process. If the Department elects to evaluate financial stability, annual financial statements prepared by an accountant in accordance with Generally Accepted Accounting Principles (GAAP) will be required to be submitted for review to the Department within 90 days of the fiscal year end. Any material change in ownership of the Contractor, or material financial change of the Contractor, will require a reevaluation of the Contract in its entirety by the Department.

Response Requirement

Financial Data

The Bidder must submit proof of financial stability required for its particular organizational structures as set forth in the requirements listed in paragraphs a.i, a.ii, b.i and b.ii below. Where reviewed financial statements are required these must have been prepared by a CPA in accordance with GAAP. All required information must be provided for any predecessor entity within the last three years and any other subsidiary, affiliate, or related company requested by the Department.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

a. Publicly Held Companies

- i. If the Bidder is a subsidiary of a parent company that is publicly held, the Bidder must comply with the preceding requirements by submitting copies of audited statements, including consolidating statements, for the parent and subsidiary for the last three years.

Additionally, the most recent interim quarterly statements are required for both the parent and subsidiary within 60 days of the end of the previous quarter.

- ii. If the Bidder is not a subsidiary of a parent company, audited statements for the last three years are required.

Additionally, the most recent interim quarterly statements are required within 60 days of the end of the previous quarter.

b. Privately Held Entities

- i. If the Bidder is a subsidiary of a parent company, LLP or other entity that is privately held, the Bidder must comply with the requirements outlined under Financial Data by submitting separate annual, audited or reviewed consolidated and consolidating financial statements for parent, Bidder and any other sister subsidiaries for the last three years. Where there are two or more subsidiaries, the consolidating statements should detail the financial information on the largest five subsidiaries as measured by Revenues.

Additionally the most recent interim quarterly, reviewed financial statements are required for both the parent and subsidiary.

A Dunn and Bradstreet Comprehensive Report, dated no earlier than 30 days prior, would be required for both the parent and Bidder.

- ii. If a Bidder is not a subsidiary of a parent company, audited or reviewed financial statements for the last three years are required.

Additionally, the most recent interim quarterly statements are required within 60 days of the end of the previous quarter.

c. Other Financial

- i. The Bidder must provide the name and phone number of a contact at its primary bank in order for a bank reference to be obtained as part of the financial stability evaluation.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

- ii. The Bidder must provide documentation attesting to any and all lines of credit that are available to the Bidder. This documentation must include information identifying the source of such lines and detailing the maximum credit amount(s) available to the Bidder, outstanding balance(s), and current amount(s) available.
- iii. The Bidder must indicate whether or not it guarantees the debt of any other entity.
- iv. If the Bidder is a subsidiary of a parent company, the Bidder must explain, in detail, the inter-company financial relationship between the parent company and the Bidder, including inter-company loans if any and repayment terms. The Bidder must indicate if the parent company guarantees the debt of the Bidder, or if the Bidder guarantees the debt of the parent company.

d. Organizational Data

At a minimum, the Bidder must provide:

- i. Organizational charts, including a listing and detailed description of:
 - the Bidder's primary business units and divisions;
 - any and all subsidiaries; and
 - any and all minority interests, joint ventures, or other type of business affiliations.
- ii. Ownership and management, including a listing and detailed description of:
 - all owners and their percentage of ownership in the entity;
 - key executives; and
 - brief biographies of its key officers and management.

III. Technical Requirements

This section contains the specific service requirements and response criteria to the RFP. To facilitate preparation and evaluation of the proposals, the RFP technical response criteria are listed with the associated requirements.

Certain requirements are considered critical to successful project implementation. These critical requirements are indicated as **mandatory (M)**. The Bidder's response will be evaluated to determine if it meets these mandatory critical requirements. Therefore, Bidders must provide the Department with all the information requested to establish they meet the minimums identified in the mandatory requirements. Failure to provide sufficient detail to the mandatory requirement topics of this section will result in the Bidder being deemed non-responsive and removed from further consideration. Bidder responses that meet those minimums will gain evaluation points in the scoring process to the extent the response exceeds the requirement. The Bidder's response to **desirable (D)** requirements will be evaluated and scored.

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

A. Bidder Experience and Reference Requirements (M)

The bidder must have prior experience and a proven track record of successfully providing one or more clients with large-scale data matching services as defined in the RFP Glossary within the past five years. This experience must include the design, development, implementation and operation of a system utilizing electronic file exchange technology.

The Department is particularly interested in and will evaluate the bidder's prior large-scale data matching experience with federal and/or state government entities for data matching with multiple financial institutions. The Department will also evaluate, but will give less weight to, other experience in large scale data matching.

Proposal Response Requirement

On Attachment B, the bidder should provide information for client references for three (3) contracts which they have engaged in for large-scale data matching services within the past five years. The client reference provided in response to Section II.A. Firm Experience/Exposure, must be included in response to this Section. The system for each contract submitted must have been fully operational for a minimum of one year as of the date of bid submission for this RFP. A maximum of two (2) alternate references may also be provided in the event an original reference cannot be contacted. Alternate references must be identified as such.

Note: An alternate reference cannot be utilized in lieu of the client reference provided in response to Section II.A.

The Department is particularly interested in and will evaluate the bidder's prior large-scale data matching experience with federal and/or state government entities for data matching with multiple financial institutions.

The Department will also evaluate, but will give less weight to, other experience in large scale data matching.

The bidder must provide client references for these contracts for technical scoring. The Department will contact all client references to evaluate the bidder's past performance related to the development, implementation of data matching services such as those requested by this RFP, and ongoing support of the services provided over the duration of the contract. The bidder shall be solely responsible for providing contact names and phone numbers for client references who are readily available to be contacted by the Department and capable of responding to performance questions.

B. IT System Requirements

1. Security and Confidentiality (M)

The Bidder must demonstrate its ability to assure the security, confidentiality, and integrity of the Department's data in accordance with 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 Section V.B.15 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 of 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.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

- Network security controls that ensure the contractor's information systems are protected from unauthorized access from outside the contractor's network.
- The Department shall have the right to send its officers, employees and representatives into the facilities of the contractor for inspection of the facilities and operations utilized in the performance of any work under the contract. On the basis of 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.

Proposal Response Requirement

1. The bidder must describe how it will assure the security and confidentiality of the Department's data. The bidder response will be evaluated to determine if the above requirements have been met.

The bidder must submit evidence of its existing security programs, policies and procedures which will be evaluated and scored to the extent they demonstrate:

- a. Programs, policies and procedures used to provide discretionary access control to systems and data. This information should address both physical security and electronic data security.
- b. Defined roles and responsibilities of all of those using the bidder/contractor's information systems.
- c. Separate computing environments for test, quality assurance, and production systems.
- d. Policies, procedures and controls for backup and recovery of data.
- e. Off-site storage and disaster recovery operations.
- f. A process and procedure which conforms to federal and state tax law requirements for controlled destruction of system output or other documents containing Tax Debtor identifying data (name, address, identification numbers, etc.).
- g. Protection against unauthorized access or disclosure 1) by employees, consultants, and others located at its facilities and 2) from external sources, such as dial-in or via Internet access.
- h. Processes to monitor the bidder/contractor's compliance with its information security policies, such as internal audit controls and/or independent audit programs.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

- i. Network security controls or programs, such as virus protection, intrusion detection systems, and firewall rules that protect the bidder's information systems from unauthorized access.
- j. Programs, policies and procedures for the encryption of data in transit and data at rest.
- k. Programs, policies and procedures for data sanitation.
- l. Programs, policies and procedures for data breach notification and incident response.
- m. Programs and procedures for vulnerability testing of its networks and applications, including remediation of any vulnerability. This applies to all software applications whether developed in house or by external sources. At a minimum, the vulnerability assessment must test and remediate the CWE/SANS Top 25, a list that prioritizes programming errors.
- n. Programs, policies and procedures to manage and apply software and operating system updates and patches.
- o. Programs, policies and procedures for configuration management and version control, with roll back capability and accountability.
- p. Programs, policies and procedures for the application development lifecycle process, including a well-documented procedure and framework for training programmers in secure coding techniques and conducting code reviews.

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

2 Connectivity

The Department requires electronic data file exchange over the internet with the Department, and 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, and analog or digital dial up, Value Added Networks (VAN) or DSL connections.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

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)
- FTPS (FTP/SSL)
- Explicit FTPS allowed (port 21 and passive data ports range 3000-3999)

Additionally, the Department also supports the optional use of PGP "Pretty Good Privacy" or the open source equivalent GPG "Gnu Privacy Guard" with public encryption key exchange. Testing is required to ensure that the encryption and version of software used by the vender is compatible with Department software. This connection will need to meet all Department and industry standard security measures, including using standard TCP Ports.

Proposal Response Requirement

The Department requires electronic data file exchange via the internet, to and from the Department. The bidder's proposed electronic data exchange process will be evaluated to determine whether the bidder has the capacity to meet this requirement and to the extent the proposal exceeds the mandatory requirements.

The bidder must provide on Attachment D:

- A detailed narrative describing the bidder's proposed method of electronic data file exchange.
- A detailed narrative describing the bidder's data communication security measures.

Please note, generic system information, white papers and/or promotional material are not sufficient to meet the requirements of this proposal. The bidder must indicate its approach to each of the areas listed above.

a. Technology Upgrades

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

Proposal Response Requirement

The bidder must indicate on **Attachment D** they agree to make technological changes to meet upgrades to industry supported standards.

3. File Processing (M)

During the development phase, the Department will establish a schedule to be mutually agreed upon by the Department and the successful bidder 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. Contractor must store a minimum of twelve (12) generations of scheduled Contractor to DTF Return files. Exhibit 2, Request File Layout, represents the file layout of the data the contractor will be required to process. Exhibit 3, Return File Layout, represents the file layout of the data the contract will be required to provide to DTF. The file layouts and transmission schedule will be finalized during the development phase.

Proposal Response Requirement

On **Attachment E**, the bidder must agree to adhere to the file exchange schedule and the minimum file back up.

4. IT Staff (M)

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 to have continuity of staff from the development phase to ongoing support after certification. Sufficient IT staff must be assigned to communicate and coordinate resolution of any issues that may occur, correct any problems, and implement any changes within two (2) 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.

Proposal Response Requirement

To meet minimum requirements, on Part I of **Attachment F**, the bidder must agree it will assign the requisite staff necessary to develop, test and implement the services requested within this RFP within the time frames detailed under the "Post Award Timetable," and to successfully maintain the IT system during the life of the contract.

The bidder must submit a narrative, which will be evaluated and scored, which describes the process and procedures in place for notifying customers of issues encountered with the production system. The narrative must include method of notification, identify personnel (roles) involved in the notification, coordination of the resolution, and implementation of the changes needed to resolve the problem.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

A general staffing plan, which will be evaluated and scored, must be provided. The plan must include the following staffing details; i.e. a listing of titles assigned to the project by the bidder (ex. Project Manager, Applications programmer(s), Network/Communications Specialists, Business Analyst, Testing Staff, other roles as applicable), the number of staff assigned in each of the titles identified, and a general description of the requisite skills required by your organization and/or possessed by staffing in each title (ex., education, professional or technical certifications and years experience for assigned staff).

C. Insurance (M)

Prior to the commencement of the work to be performed by the contractor hereunder, the contractor shall procure at its sole cost and expense, and shall maintain in force at all times during the term of this contract, policies of insurance as herein below set forth, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York with an A.M. Best Company rating of "A" or better or as acceptable to DTF. DTF may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit; provided that nothing herein shall be construed to require DTF to accept insurance placed with a non-authorized carrier under any circumstances.

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

General Conditions:

- A. **Conditions Applicable to Insurance.** All policies of insurance required by this Agreement must meet the following requirements:
- 1. Coverage Types and Policy Limits.** The types of insurance and policy limits required from the Contractor are specified in Paragraph B, Insurance Requirements, below.
 - 2. Policy Forms.** Except as otherwise specifically provided herein, or agreed to in writing by DTF, policies must be written on an **occurrence** basis. Under certain circumstances, DTF may elect to accept policies written on a claims-made basis provided that, at a minimum, the policy remains in force throughout the performance of services and for three (3) years after completion of the Contract. If the policy is cancelled or not renewed during that time, the Contractor must purchase, at its sole expense Discovery Clause coverage sufficient to complete the 3-year period after completion of the contract. Written proof of this extended reporting period must be provided to the Agency prior to the policy's expiration or cancellation.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

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

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

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

Certificates of Insurance shall:

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

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

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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Contractor's insurance regardless of the other insurance clause contained in DTF's own policy of insurance.

5. **Policy Renewal/Expiration.** At least two weeks prior to the expiration of any policy required by this contract, evidence of renewal or replacement policies of insurance with terms no less favorable to DTF than the expiring policies shall be delivered to DTF in the manner required for service of notice in Paragraph A. 3. Certificates of Insurance/Notices above. If, at any time during the term of this contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth on the Contract or proof thereof is not provided to DTF, the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by DTF. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by the Contract or not providing proof of same in a form acceptable to DTF, shall not give rise to a delay claim or any other claim against DTF. Should the Contractor fail to provide or maintain any insurance required by this Contract or proof thereof is not provided to DTF, DTF may withhold further contract payments, treat such failure as a breach or default of the Contract, and/or, after providing written notice to the Contractor, require the Surety "if any" to secure appropriate coverage and/or purchase insurance complying with the Contract and charge back such purchases to the Contractor.
6. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. Additional surety/security may be required in certain circumstances. The Contractor shall be solely responsible for all claim expenses and loss of payments within the deductible or self-insured retention.
7. **Subcontractors.** Should the Contractor engage a Subcontractor, the Contractor shall endeavor to impose the insurance requirements of this document on the Subcontractor, as applicable. Required insurance limits should be determined to commensurate the work of the Subcontractor. Proof thereof shall be supplied to DTF.

B. Specific Coverages and Limits

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

1. General Liability

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

- Each Occurrence limit – not less than \$2,000,000

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

- General Aggregate – \$3,000,000
- Products/Completed Operations – \$2,000,000
- Personal Advertising Injury - \$1,000,000
- Damage to rented property - \$50,000
- Medical Expense - \$5,000

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

- Premises liability,
- Independent contractors,
- Blanket contractual liability, including tort liability of another assumed in a contract,
- Defense and/or indemnification obligations, including obligations assumed under this contract,
- Cross liability for additional insured's,
- Products/completed operations for a term of no less than three years, commencing upon acceptance of the work, as required by the contract,
- Contractor means and methods,
- Liability resulting from Section 240 or Section 241 of the New York State Labor Law.

The following ISO forms must be endorsed to the Policy:

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

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

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

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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

2. Workers' Compensation

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

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

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

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

3. Disability Benefits

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

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

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

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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

4. Professional Liability

The Professional and any professional subcontractor retained by the Professional to work on the Contract shall procure and maintain during and for a period of three (3) years after the completion of this Contract, Professional Liability Insurance in the amount not less than \$1,000,000 per occurrence issued to and covering damage for liability imposed on the Professional by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this Contract. The professional Liability may be issued on a claims-made policy form, in which case the Professional shall purchase at its sole expense, with extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

DTF shall be endorsed as additional insured.

5. Crime Insurance

CRIME INSURANCE, on loss sustained form in an amount not less than \$1,000,000, including coverage for: Employee Theft Forgery or Alteration Inside the Premises - Theft of Money and Securities Inside the Premises- Robbery or Safe Burglary of Other Property Outside the Premises Computer Fraud Money Orders and Counterfeit Paper Currency Policy must allow for reporting of circumstances or incidents that might give rise to future claims. The policy must include an extended reporting period of no less than three years with respect to events which occurred but were not reported during the term of the policy. The Department must be included as —Loss Payees as respects this specific amount as their interests may appear. Any warranties required by the insurer must be disclosed and complied with. Said insurance shall extend coverage to include the principals.

6. Umbrella and Excess Liability

When the limits of the CGL and/or Employers Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary. Any insurance maintained by DTF or any additional insured shall be considered excess of and shall not contribute with any other insurance procured and maintained by the Contractor including primary, umbrella and excess liability regardless of the other insurance clause contained in either parties policies.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

The insurance requirement will be monitored by the Department during the term of the contract and the contractor may be required to periodically adjust the amount of the insurance level. The Department must be provided written notice at least (30) days prior to the cancellation, non-renewal, or material alteration in coverage. Refer to Article IV of the Preliminary Contract (**Exhibit E**).

Proposal Response Requirement

On **Attachment G**, the bidder must agree to obtain the insurance coverage as defined in this Section.

IV. Financial Requirements

In response to this section, the Bidder must complete Attachment 15, Financial Response Form. Bidders should only use Attachment 15 to present their pricing. Bidders should not modify or change the attachment. Pricing information should be completed as presented. All Costs associated with the requirements of this RFP must be incorporated into the Bidder's financial response. No other add-on costs are permitted. The Contractor will be reimbursed for a one-time development fee and the Financial Institution data matches as outlined below. The Contractor will provide post development services at the request of DTF and will be reimbursed at an hourly rate for programming and testing.

Fees provided on Attachment 15 will not be increased during the initial year of the five year term. Thereafter annual fees may be increased for each subsequent annual period of said term upon the anniversary of the Contract resulting from this IFB with sixty (60) days written notice to the Department. Such increase will be limited to the lesser of the Consumer Price Index for All Urban Customers (CPI-U) as reported by the U.S. Department of Labor, Bureau of Statistics, Table A, for the preceding twelve (12) month period or five percent (5%) per annum over the prior year's Fee.

A. Development Fees

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 Development Fees will be made upon completion of all services associated with the development and certification of the system.

B. Quarterly Match Fee

The Bidder must identify the quarterly per Financial Institution match fee for the first year of the initial term 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: Bidder proposes a quarterly match fee of \$10 per Financial Institution

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

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

Financial Institution C matches five hundred records – payment is \$10

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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

C. System Enhancement Services – Post Development Fees

After the system is operational, DTF may require additional programming and user acceptance testing in the event of changes mandated by the Department due to changes in policies, guidelines, rules, regulations, statutes or judicial interpretations. The Bidder must identify the hourly Programming rate and User Acceptance Testing Rate for system enhancement services.

Any proposed increase to the fees proposed must be requested by the Contractor in writing sixty (60) days prior to the anniversary date of the contract. Such increase to any fee shall be subject to negotiation between the Department and the Contractor. Notwithstanding the foregoing, fee increases shall be limited to the lower of the percentage increase in the U.S. Department of Labor's Consumer Price Index for All Urban Customers (CPI-U), Table A, for the preceding twelve (12) months of five percent (5%).

Additional payment information is located in the Administrative Requirements, Section V.B.2 and **Exhibit E, Preliminary Contract**, Section VI.

Proposal Response Requirement

The Bidder must complete **Attachment 15, Financial Response Form**. Failure to comply with the mandatory format may result in the Bidder being deemed non-responsive and removed from further consideration.

V. Administrative Requirements

A. Administrative Proposal Conditions

With the submission of a response to this Request for Proposal, the Bidder agrees to the proposal conditions outlined in **Section V. A.**

1. Issuing Agency

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

2. Solicitation

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

3. Liability

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

4. Proposal Ownership

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

5. Proposal Security

Each Bidder's proposal will be held in strict confidence by 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 contract and except as required by law.

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

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

Bidders should be advised that the confidentiality of their proposals is founded upon statute, as described above. A nondisclosure agreement, whether prescribed by the Department or the Bidder, would not alter the rights and responsibilities of either party under the Freedom of Information Law.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Bidders should not propose a nondisclosure agreement for Department employees, for that would be legally ineffective to alter any legal responsibility under the Freedom of Information Law or the code of ethics.

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

6. 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.

7. 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.

8. Bid Opening

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

9. Bidder Proposal Clarification

Prior to award, the Department reserves the right to seek clarifications, request Bid revisions, or to request any information deemed necessary for proper evaluation of Bids 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.

10. Bid Evaluation and Selection

See **Section VII: 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.

11. 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.

12. Bidder Notification of Intent to Award

The successful Bidder will be advised of selection by the Department through the issuance of a "Notification of Intent to Award" letter. Bidders who have not been selected by the Department in response to this RFP shall be notified of such non-selection.

13. Proposal Review and Contract Approval

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

14. Debriefing Sessions

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

15. Bid Protest Policy

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

16. Reserved Rights

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

- A. Change any of the scheduled dates herein.
- B. Amend RFP specification(s) after their release to correct errors or oversights, or to supply additional information as it becomes available and so notify all Bidders.
- C. Withdraw the RFP, at its sole discretion.
- D. Eliminate a mandatory requirement when all Bidders cannot meet such requirement.
- E. Evaluate, accept and/or reject any and all proposals, in whole or in part, and to waive technicalities, irregularities, and omissions if, in the Department's considered judgment, the best interests of the Department will be served. In the event compliant bids are not received, the Department reserves the right to consider late or non-conforming bids as offers.
- F. Require the Bidder to demonstrate, to the satisfaction of the Department, any information presented as a part of their proposal.
- G. 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 an Offerer's proposal and/or to determine an Offerer's compliance with the requirements of the solicitation.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

- H. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the solicitation.
- I. Use proposal information obtained through the Department's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the Department's request for clarifying information in the course of evaluation and selection under this RFP.
- J. Prior to the bid opening, determine a tie breaking mechanism for award of the contract to serve the best interests of the State.
- K. Negotiate with the successful Bidder within the scope of the RFP to serve the best interests of the State.
- L. Conduct contract negotiations with the next ranked responsible Bidder should the Department be unsuccessful in negotiating an agreement with the selected Bidder or for failure to successfully complete the Development Phase upon approval of the initial contract.
- M. If the Department must terminate the contract for non-performance or is unable to maintain the support required, the Department reserves the right, with the approval of the Attorney General and the Office of the State Comptroller, to award a contract to the next highest ranked Bidder of the original bid submission within the first twelve months of the award.

B. Administrative Contract Conditions

With the submission of a response to this Request for Proposal, the Bidder agrees to the contract conditions outlined in Section V. B unless the Bidder proposes extraneous terms (see Section V.B.19).

1. Appendix A

Appendix A – Standard Clauses for New York State Contracts will be incorporated, in its entirety, into any Contract resulting from this RFP.

2. Payments

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

3. Public Announcements

Public announcements or news releases relating to this RFP or the resulting Contract 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 approval shall not be considered until an executed contract is in place.

4. New York State Vendor File

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) and any designated

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

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 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, OSC Substitute W-9 Form**, 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/

5. Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A, the Department recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of Department contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that the Department establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, DTF hereby establishes an overall goal of 20% for MWBE participation; 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that DTF may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html> .

For guidance on how DTF will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and DTF may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, if goals other than zero percent (0%) are established, a Bidder on the Contract (“Bidder”) agrees to submit the following documents and information as evidence of compliance with the foregoing, if applicable:

- a. Bidders are required to submit **Attachment 4, MWBE Utilization Plan**, with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to DTF.
- b. DTF will review the submitted MWBE Utilization Plan and advise the Bidder of DTF’s acceptance or issue a notice of deficiency within 30 days of receipt.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

- c. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the New York State Department of Taxation and Finance, Office of Budget and Management Analysis, State Office Campus, Albany, NY 12227, ATTN: Ms. Catherine Golden, Director, Procurement Services Unit, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DTF to be inadequate, DTF shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Exhibit H, *Request for Waiver Form*. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- d. DTF may disqualify a Bidder as being non-responsive under the following circumstances:
 - i. If a Bidder fails to submit an MWBE Utilization Plan;
 - ii. If a Bidder fails to submit a written remedy to a notice of deficiency;
 - iii. If a Bidder fails to submit a request for waiver; or
 - iv. If DTF determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to DTF, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit **Exhibit I, Contractor's Quarterly M/WBE Contractor Compliance & Payment Report**, to the New York State Department of Taxation and Finance, Office of Budget and Management Analysis, State Office Campus, Albany, NY 12227, ATTN: Ms. Catherine Golden, Director, Procurement Services Unit, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

6. Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall 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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

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.

Bidder further agrees, where applicable, to submit with the bid **Attachment 5, Staffing Plan**, identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to DTF, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

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.

7. Omnibus Procurement Act of 1982

The Omnibus Procurement Act of 1982 requires that by signing this bid proposal, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

8. 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's Office of Deputy Inspector General. The Department may interview Contractor's employees and/or agents in connection with an investigation during normal business hours.

9. Cover Letter

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

Response Requirement:

The cover letter must be signed by an official authorized to bind the Bidder to proposal 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; and
- An affirmation that the proposal is binding for the required period indicated in Section V. A. 7.

10. 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 Bidders' 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 or go directly to the VendRep system online at: <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at (866) 370-4672 or (518) 408-4672 or by email at ciohelpdesk@osc.state.ny.us. Bidders opting to file a paper questionnaire can obtain

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

the appropriate questionnaire from the VendRep website at www.osc.state.ny.us/vendrep or may contact one of the Department's designated contacts.

Bidders that have filed a Vendor Responsibility Questionnaire online that has been certified/updated within the last six months or Bidders opting to file online must complete **Attachment 6, 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.

11. MacBride Fair Employment Principles Form

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

Response Requirement

Bidders must complete and submit the Non-Discrimination in Employment in Northern Ireland: **Attachment 7, MacBride Fair Employment Principles Form**.

12. 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

Bidders must complete and submit the **Attachment 8, Designation of Prime Contact Form**.

13. 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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

with the bid a signed statement which sets forth in detail the reasons therefore. Where the above conditions have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determine that such disclosure was not made for the purpose of restricting competition (Section 139-d of the State Finance Law).

Response Requirement

The Bidder is responsible for reading, signing and submitting the **Attachment 9, Non-Collusive Bidding Certification**.

14. Procurement Lobbying

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between DTF and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by DTF and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a 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 Proposal. 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 DTF 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 website at: <http://www.tax.ny.gov/about/procure>.

a. Offerer Disclosure of Prior Non-Responsibility Determinations

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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

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 shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Response Requirement

Each Bidder must complete and submit the **Attachment 10, Offerer Disclosure of Prior Non-Responsibility Determinations**.

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

New York State Finance Law 139-k(5) requires that every Procurement Contract Award subject to the provisions of State Finance Law 139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring 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 11, Offerer's Certification of Compliance with State Finance Law 139-k(5)**.

15. Secrecy Provisions (DTF-202)

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

Response Requirement

Each Bidder must complete and submit **Attachment 12, New York State Department of Taxation and Finance Agreement to Adhere to the Secrecy Provisions of the Tax Law and the Internal Revenue Code**.

16. Ethics Compliance

All Bidders/contractors and their employees must comply with Public Officers Law §§73 and 74, Chapter 1 of the Laws of 2005, the Procurement Lobbying Reform Act of 2005, 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 13, Public Officers Law Form** which addresses business or professional activities by state officers and employees and party officers. This form shall be made part of the resultant contract.

17. 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, **Contractor Sales Tax Certification Form ST-220, Exhibit A**. 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 such status with the Department.

Exhibit A provides the Contractor Certification Forms and Instructions for completing the forms. 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 DTF. If the information changes for the Contractor, its affiliate(s), or its subcontractor(s), a new form ST-220-TD must be filed with DTF. Completion of the form at the time of bid submission is not required; however, Form ST-220-TD must be filed and returned to DTF upon notification of Contract award.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Form ST-220-CA must be provided to the 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 DTF at 1-518-485-9863 for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the Department's website: <http://www.tax.ny.gov>.

18. 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 Bidder under the contract, it is mandatory for the Bidder to assume full integration responsibility for delivery, installation, maintenance, performance and support services for such items, as applicable. The Bidder 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 XIV**, General Terms and Conditions of **Exhibit E: Preliminary 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**.

19. Proposed Extraneous Terms

Proposals must conform to the terms and conditions set forth in this RFP and the **Preliminary Contract, Exhibit E**. Any objections to terms and conditions set forth in this section of the RFP (Section V) and the **Preliminary Contract, Exhibit E**, 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.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Response Requirement

The Bidder must attach any objections to the terms and conditions outlined in Section V.B. or the **Preliminary Contract, Exhibit E**.

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

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

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

Acceptance and/or processing of the bid proposal shall not constitute such written acceptance of Extraneous Term(s) or a waiver of the Department’s right set forth in Section V. Failure to object to any terms identified in Section V of this RFP and the **Preliminary Contract, Exhibit E**, shall be deemed to constitute acceptance thereof by the Bidder.

20. Request for Exemption from Disclosure

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

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

Response Requirements

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

21. Requirements Imposed Pursuant to Laws of 2006, Chapter 10

- a. 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 Form A, State Consultant Services – Contractor’s Planned Employment 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:
 - i. The number of employees employed to provide consulting services under the contract;
 - ii. The number of hours worked by such employees under the contract; and
 - iii. The total compensation paid by the State to such employees under the contract.

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

- b. 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 Form B, State Consultant Services – Contractor’s Annual Employment Report, 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 CS as set forth in OSC Bulletin G-226; the Bulletin may be found on-line at: <http://www.osc.state.ny.us/agencies/gbull/g-226.htm>. Form B shall be provided to Tax 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 Building Campus
Albany, NY 12227

By email: bfs.contracts@tax.ny.gov

Fax: (518) 435-8413

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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

- “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.

22. Iran Divestment Act

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should DTF receive information that a person is in violation of the above-referenced certification, DTF will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then DTF shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

DTF reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

VI. Proposal Submission

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.

A. 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:

- a. Tab 1 – Executive Summary
- b. Tab 2 – Qualifying Requirements
- c. Tab 3 – Technical Requirements

2. Volume Two Format

- a. Cover Letter
 - Extraneous terms, if applicable
 - Request for Exemption from Disclosure, if applicable
- b. Administrative Response Forms

3. Volume Three Format

This volume must contain the Financial Proposal.

B. Submission of Proposals

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.

To facilitate requests for information under the Freedom of Information Law, Contractors are requested to provide a redacted copy of their proposal in a non-pdf format (e.g. MS Word, Excel, etc.).

How to send confidential information

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

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

Do not send magnetic media

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

To work out the details of your data exchange, send an e-mail to bfs.contracts@tax.ny.gov. Upon receipt of the e-mail, the Bidder be provided with a link to view and download the package, a temporary login id and password and instructions to facilitate the secure transfer of the file.

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

To facilitate the evaluation process, the proposal must be packaged and submitted as outlined in this section. Faxed or electronically transmitted proposals **will not** be accepted.

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

New York State Department of Taxation and Finance
Attn: Catherine Golden, Director
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:

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

“BID ENCLOSED”

RFP 12-05

Financial Institution Data Match Services

Bid Submission 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 V. A. 16, 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.

VII. 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.

1. 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.

2. Evaluation Process Overview

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

a. Phase One Evaluation

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

i. 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.

ii. Qualifying Requirements

All proposals that pass the Proposal Screening will be evaluated to verify if the Bidder meets the Qualifying Requirements specified in Section II: 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.

Note: The Financial Stability review (Section II.C) will be started in this Phase of the evaluation and completed in Phase Three.

iii. Administrative Requirements

All proposals that pass the Proposal Screening and Qualifying Requirements will be reviewed to ensure completeness and conformance with the requirements outlined in Section V.B. Administrative Requirements. Proposals which do not meet or conform to these requirements may be labeled as non-responsive and be removed from further consideration.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

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

b. Phase Two Evaluation

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

i. Technical Evaluation (40 points)

Technical Scoring will be allocated in the following order of importance:

- Bidder Experience and Reference Requirements
- IT System Requirements
- Proposed Extraneous Terms

ii. Financial Evaluation (60) points

Bidders cost proposals will be scored concurrently and separately from the Technical Evaluation.

At the completion of Phase Two, the technical and financial scores will be combined to determine the Bidder ranking. The highest ranked Bidder will proceed to Phase Three of the evaluation. In the event of a tie for the highest rank, all Bidders at the highest score will proceed to Phase Three.

c. Phase Three Evaluation

Financial Stability Review – pass/fail

3. Final Ranking/Contract Award

The contract will be awarded to the Bidder whose proposal obtains the highest aggregate score that passes Phase Three, Financial Stability.

The table below summarizes the evaluation point distribution:

Evaluation Component	Points
Technical Evaluation	40
Financial Evaluation	60
TOTAL	100

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

In the event that 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
- Bidder's Reference Score
- Bidder's Systems Score
- Determination by the Commissioner.

Exhibit 1 – N. Y. S. Tax Law, Article 36 § 1701

COMPLIANCE AND ENFORCEMENT INITIATIVES

Section 1701. Financial institution data match system for state tax collection purposes.

§ 1701. Financial institution data match system for state tax collection purposes.

1. Definitions. As used in this Section:

- (a) "Debt" means all liabilities, including unpaid tax, interest, and penalty, that the commissioner is required by law to collect and that have been reduced to judgment by the docketing of a New York state tax warrant in the office of a county clerk located in the state of New York or by the filing of a copy of the warrant in the office of the department of state.
- (b) "Tax debtor" means a natural person or any entity other than a natural person named on a New York state tax warrant and identified thereon as a judgment debtor.
- (c) "Financial institution" means any financial institution authorized or required to participate in a financial institution data match system or program for child support enforcement purposes under federal or state law.

2. Financial institution data match system for state tax collection purposes.

- (a) To assist the commissioner in the collection of debts, the department must develop and operate a financial institution data match system for the purpose of identifying and seizing the non-exempt assets of tax debtors as identified by the commissioner. The commissioner is authorized to designate a third party to develop and operate this system. Any third party designated by the commissioner to develop and operate a financial data match system must keep all information it obtains from both the department and the financial institution confidential, and any employee, agent or representative of that third party is prohibited from disclosing that information to anyone other than the department or the financial institution.
- (b) Each financial institution doing business in the state must, in conjunction with the commissioner or the commissioner's authorized designee, develop and operate a data match system to facilitate the identification and seizure of non-exempt financial assets of tax debtors identified by the commissioner or the commissioner's authorized designee. If a financial institution has a data match system developed or used to administer the child support enforcement programs 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.

3. Each financial institution must provide identifying information each calendar quarter to the department for each tax debtor identified by the department who or that maintains an account at the institution. The identifying information must include the tax debtor's name, address, and social security number or other taxpayer identification number, and all account numbers and balances in each account.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

4. A financial institution that complies with this Section will not be liable under state law to any person for the disclosure of information to the commissioner or the commissioner's authorized designee, or any other action taken in good faith to comply with this Section.
5. Both the financial institution furnishing a report to the commissioner under this Section and the commissioner's authorized designee are prohibited from disclosing to the tax debtor that the name of the tax debtor has been received from or furnished to the commissioner, unless authorized in writing by the commissioner to do so. A violation of this subdivision will result in the imposition of a civil penalty equal to the greater of one thousand dollars or the amount in the account of the person to whom the disclosure was made for each instance of unauthorized disclosure by the financial institution. That civil penalty can be assessed and collected under this chapter as if that penalty were tax.
6. A financial institution may disclose to its depositors or account holders that the department has the authority to request certain identifying information on certain depositors or account holders under the financial institution data match system for state tax collection purposes.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Exhibit 2 - Request File Layouts

REQUEST FILE	DTF TO Contractor REQUEST FILE	Page 1 of 1	
		Create Date: 05/22/12	
		FIELD	
FIELD NAME	FIELD DESCRIPTION	SIZE	COMMENTS
<i>Record Type 00</i>			
HEADER RECORD			
RECORD TYPE	'00' Indicates header record	X(02)	Value '00'
CREATE-DATE	Identifies date file was created	X(08)	CCYYMMDD
FILE-DESCRIPTION	Identifies Contractor	X(60)	'NYS-DTF TO Contractor '
FILE-TYPE	Identifies file as a production file or test file	X(10)	Values are: 'PRODUCTION' or 'TEST'
FILLER		X(44)	Value spaces
<i>Record Type 01</i>			
DETAIL RECORD			
RECORD-TYPE	'01' Indicates detail record	X(02)	Value '01'
ID	Social security number or Federal identification number	X(09)	SSN or FID requested
ID INDICATOR	Indicator whether ID is SSN or FID	X(1)	Valid Values: S-SSN, F-FID
FID-NAME	FID Name	X(40)	When ID Indicator is 'F', this field contains the FID name. Otherwise, it is blank.
SSN-FIRST-NAME	SSN first name	X(20)	When ID Indicator is 'S', this field contains the first name of the SSN holder. Otherwise, it is blank.
SSN-LAST-NAME	SSN last name	X(20)	When ID Indicator is 'S', this field contains the last name of the SSN holder. Otherwise, it is blank.
DTF-USE-1	Field for DTF use only.	X(10)	Must be passed back as is. Contains the collection case id (E123456789).
DTF-USE-2	Field for DTF use only.	X(14)	Must be passed back as is. Contains the taxpayer's internal id.
DTF-USE-3	Field for DTF use only.	X(1)	Must be passed back as is. Contains the request indicator. e.g. A - all, Q - quarterly
Filler		X(7)	Value spaces
<i>Record Type 99</i>			
TRAILER RECORD			
RECORD-TYPE	'99' Indicates trailer record	X(02)	VALUE '99'
RECORD-COUNT	Total records excluding header and trailer	9(08)	
FILLER		X(114)	Value spaces

***This file layout is representative of the data the contractor will be required to process.
The file layout will be finalized during the development phase.***

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Exhibit 3 - Return File Layouts

<u>RETURN FILE</u>	<u>CONTRACTOR TO DTF RETURN FILE</u>	<u>Page 1 of 2</u>	
			Create Date: 06/28/12
FIELD NAME	FIELD DESCRIPTION	FIELD SIZE	COMMENTS
<i>Record Type 00</i>			
HEADER RECORD			
RECORD TYPE	'00' Indicates header record	X(02)	Value '00'
CREATE-DATE	Identifies date file was created.	X(08)	CCYYMMDD
FILE-DESCRIPTION	Identifies Contractor	X(60)	'CONTRACTOR TO NYS-DTF'
FILE-TYPE	Identifies file as a production file or test file	X(10)	Values are: 'PRODUCTION' or 'TEST'
FILLER		X(470)	Value spaces
<i>Record Type 01</i>			
DETAIL RECORD			
RECORD-TYPE	'01' Indicates detail record	X(02)	Value '01'
ID	Social security number or Federal identification number	X(09)	Matched SSN or FID
ID INDICATOR	Indicator whether ID is SSN or FID	X(1)	Valid Values: S-SSN, F-FID
FID-NAME	FID Name	X(40)	When ID Indicator is 'F', this field contains the FID name. Otherwise, it is blank. Pass back FID name on request file.
SSN-FIRST-NAME	SSN first name	X(20)	When ID Indicator is 'S', this field contains the first name of the SSN holder. Otherwise, it is blank. Pass back SSN first name on request file.
SSN-LAST-NAME	SSN last name	X(20)	When ID Indicator is 'S', this field contains the last name of the SSN holder. Otherwise, it is blank. Pass back SSN last name on request file.
DTF-USE-1	Field for DTF use only.	X(10)	Contains the collection case id (E123456789). Pass back DTF-USE-1 on request file.
DTF-USE-2	Field for DTF use only.	X(14)	Contains the taxpayer's internal id. Pass back DTF-USE-2 on request file.
DTF-USE-3	Field for DTF use only.	X(1)	Contains the request indicator. e.g. A - all, Q - quarterly. Pass back DTF-USE-3 on request file.
ACCOUNT NUMBER	Taxpayer's account number	X(20)	
ACCOUNT BALANCE	Account Balance	S9(9)	Numeric, whole dollars. If account balance indicator is 0, then field will be 0.
ACCOUNT BALANCE INDICATOR	Indicator whether account balance is not provided or average.	X(1)	Valid Values: 0-not provided, 1-average balance, 2-current balance
ACCOUNT TYPE	Numeric indicator of type of account.	X(2)	Valid Values: 00-not aplicable, 01-savings, 04-checking/demand deposit account, 05-term deposit certificate, 06-collateral account, 11-money market account, 12-IRA/KEOGH, 14-ERISA plan account, 16-cash balances, 17-compound account 18-other

*This file layout is representative of the data the contractor will be required to process.
The file layout will be finalized during the development phase.*

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

RETURN FILE	CONTRACTOR TO DTF RETURN FILE	Page 2 of 2	
			Create Date: 06/28/12
TRUST FUND INDICATOR	Numeric indicator of type of trust.	X(1)	Valid Values: 0-not a trust account, 1-UTMA/UGMA account, 2-IOLTA account, 3-mortgage escrow account, 4-security deposits (incl. real estate), 5-other trust/escrow, 6-information not available
MATCH INDICATOR	Results of match	X(1)	Valid Values: 0-unwilling/unable to complete comparison, 1-did comparison and name/SSN matched, 2-did comparison and name did not match
ACCOUNT STATUS INDICATOR	Indicates status of account	X(1)	Valid Values: 0-open, 1-closed, 2-inactive
PAYEE DOB	Date of Birth	X(8)	CCYYMMDD, blank if not available
PAYEE NAME	Matched ID's full legal name on account	X(100)	
PAYEE STREET LINE 1 ADDRESS	Matched ID's street line 1 address	X(30)	
PAYEE STREET LINE 2 ADDRESS	Matched ID's street line 2 address	X(30)	
PAYEE CITY	Matched ID's city	X(18)	
PAYEE STATE	Matched ID's state	X(2)	Standard State abbreviation
PAYEE ZIP	Matched ID's zip	X(9)	
PAYEE COUNTRY	Matched ID's country	X(2)	Standard Country abbreviation
PAYEE INDICATOR		X(1)	Valid Values: 0-if match is primary and sole account holder, 1-if match is secondary holder, 2-if match is primary but not sole account holder
2nd PAYEE NAME		X(40)	
2nd PAYEE SSN		X(9)	
PAYER EIN	Financial source EIN	X(9)	
PAYER NAME	Financial source name	X(40)	Financial source name for levy service. Required
PAYER LINE 1 ADDRESS	Financial source line 1 address	X(30)	Line 1 address for which a levy should be mailed to. Line 1 or Line 2 required.
PAYER LINE 2 ADDRESS	Financial source line 2 address	X(30)	Line 2 address for which a levy should be mailed to. Line 1 or Line 2 required.
PAYER CITY	Financial source city	X(18)	City for which a levy should be mailed to. Required.
PAYER STATE	Financial source state	X(2)	Standard State abbreviation. Required.
PAYER ZIP	Financial source 9 character zip	X(9)	First 5 char must be numeric and are required. If 6 thru 9 are present, they must be numeric.
Filler		X(11)	Value spaces
<i>Record Type 99</i>			
TRAILER RECORD			
RECORD-TYPE	'99' Indicates trailer record	X(02)	VALUE '99'
RECORD-COUNT	Total records excluding header and trailer	9(08)	
FILLER		X(540)	Value spaces

*This file layout is representative of the data the contractor will be required to process.
The file layout will be finalized during the development phase.*

New York State Department of Taxation and Finance
 Request for Proposals (RFP) 12-05
 Financial Institution Data Match Services

Exhibit A – Contractor Sales Tax Certification Forms



New York State Department of Taxation and Finance

Contractor Certification

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

ST-220-TD

(12/11)

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

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

General information

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

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a*, (as amended, effective April 26, 2006). See *Need help?* for more information on how to obtain this publication.

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

Mail completed form to:

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

Privacy notification

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

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

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

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

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?



Visit our Web site at www.tax.ny.gov

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Page 2 of 4 ST-220-TD (12/11)

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

Complete Sections 1, 2, and 3 below. Make only one entry in each section.

Section 1 — Contractor registration status

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

Section 2 — Affiliate registration status

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

Section 3 — Subcontractor registration status

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Page 4 of 4 ST-220-TD (12/11)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF)
 : SS.:
COUNTY OF)

On the ____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _____ he resides at _____,

Town of _____,
County of _____,
State of _____; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
- (If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- (If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- (If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public
Registration No. _____

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

ST-220-CA

(12/11)

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

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

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name) *(title)*

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

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

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

When to complete this form

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

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

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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Exhibit B – State Consulting Services – Contractor’s Planned Employment

OSC Use Only: Reporting Code: Category Code: Date Contract Approved:
--

FORM A

State Consultant Services - Contractor's Planned Employment From Contract Start Date Through The End Of The Contract Term
--

State Agency Name:	Agency Code:
Contractor Name:	Contract Number:
Contract Start Date: / /	Contract End Date: / /

Employment Category	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report: _____

Title: _____ Phone #: _____

Preparer's Signature: _____

Date Prepared: / /

(Use additional pages, if necessary) _____ Page of

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Exhibit C – Contractor’s Annual Employment Report

FORM B

OSC Use Only: Reporting Code: Category Code:

State Consultant Services Contractor’s Annual Employment Report Report Period: April 1, to March 31,
--

Contracting State Agency Name:	Agency Code:
Contract Number:	
Contract Term: / / to / /	
Contractor Name:	
Contractor Address:	
Description of Services Being Provided:	

Scope of Contract (Choose one that best fits):

Analysis Evaluation Research Training

Data Processing Computer Programming Other IT consulting

Engineering Architect Services Surveying Environmental Services

Health Services Mental Health Services

Accounting Auditing Paralegal Legal Other Consulting

Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			


Name of person who prepared this report:	
Preparer’s Signature: _____	
Title: _____	Phone #: _____
Date Prepared: / /	

Use additional pages if necessary) Page of

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Exhibit D – New York State Office of the State Comptroller Substitute Form W-9

AC 3237 (12/09)

	NEW YORK STATE OFFICE OF THE STATE COMPTROLLER SUBSTITUTE FORM W-9: REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION										
<i>TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.</i>											
Part I: Vendor Information											
1. Legal Business Name:	2. If you use a DBA, please list below:										
3. Entity Type (Check one only): <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Business Corporation <input type="checkbox"/> Unincorporated Association/Business <input type="checkbox"/> Federal Government <input type="checkbox"/> State Government <input type="checkbox"/> Public Authority <input type="checkbox"/> Local Government <input type="checkbox"/> School District <input type="checkbox"/> Fire District <input type="checkbox"/> Other _____											
Part II: Taxpayer Identification Number (TIN) & Taxpayer Identification Type											
1. Enter your TIN here: <i>(DO NOT USE DASHES)</i>											
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>											
2. Taxpayer Identification Type (check appropriate box): <input type="checkbox"/> Employer ID No. (EIN) <input type="checkbox"/> Social Security No. (SSN) <input type="checkbox"/> Individual Taxpayer ID No. (ITIN) <input type="checkbox"/> N/A (Non-United States Business Entity)											
Part III: Address											
1. Physical Address:	2. Remittance Address:										
Number, Street, and Apartment or Suite Number	Number, Street, and Apartment or Suite Number										
City, State, and Nine Digit Zip Code or Country	City, State, and Nine Digit Zip Code or Country										
Part IV: Exemption from Backup Withholding and Certification											
For payees exempt from Backup Withholding, check the box below. Valid explanation required for exemption. See instructions. <input type="checkbox"/> Exempt from Backup Withholding											
The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. Under penalties of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number (TIN).											
Sign Here:											
_____ Signature	_____ Date										
_____ Print Preparer's Name	_____ Phone Number										
_____ Email Address											
Part V: Contact Information – Individual Authorized to Represent the Vendor											
Vendor Contact Person: _____	Title: _____										
Contact's Email Address: _____	Phone Number: (____) _____										
DO NOT SUBMIT FORM TO IRS - SUBMIT FORM TO NYS OFFICE OF THE STATE COMPTROLLER											
FOR OSC USE ONLY											

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

AC 3237 (12/09)

**NYS Office of the State Comptroller
Instructions for Completing Substitute W-9**

New York State (NYS) must obtain your correct Taxpayer Identification Number (TIN) to report income paid to you or your organization. NYS Office of the State Comptroller uses the Substitute Form W-9 to obtain certification of your TIN in order to ensure accuracy of information contained in its payee/vendor database and to avoid backup withholding.¹ We ask for the information on the Substitute Form W-9 to carry out the Internal Revenue laws of the United States. You are required to give us the information.

Any payee/vendor who wishes to do business with New York State must complete the Substitute Form W-9. Substitute Form W-9 is the only acceptable documentation. We will not accept IRS Form W-9.

Part I: Vendor Information

1. **Legal Business Name:** For individuals, enter the name of the person who will do business with NYS as it appears on the Social Security card or other required Federal tax documents. An organization should enter the name shown on its charter or other legal documents that created the organization. Do not abbreviate names.
2. **DBA (Doing Business As):** Enter your DBA name.
3. **Entity Type:** Mark the Entity Type doing business with New York State.

Part II: Taxpayer Identification Number (TIN) and Taxpayer Identification Type

1. **Taxpayer Identification Number:** Enter your nine-digit Social Security Number, Individual Taxpayer Identification Number (ITIN)² or Employer Identification Number.
2. **Taxpayer Identification Type:** Mark the type of identification number provided.

Part III: Address

1. **Physical Address:** List the location of where your business is physically located.
2. **Remittance Address:** List the location where payments should be delivered.

Part IV: Exemption from Backup Withholding and Certification

Generally, reportable payments made by New York State are subject to Backup Withholding. Exemption from Backup Withholding applies to government and non-United States Business Entities³. Please sign, date, provide the preparer's name, telephone and email address. The preparer should be employed by your organization.

Part V: Contact Information

Please provide the contact information for an executive at your organization. This individual should be a person who makes legal and financial decisions for your organization.

¹ According to IRS Regulations, OSC must withhold 28% of all payments if a payee/vendor fails to provide OSC its certified TIN. The Substitute Form W-9 certifies a payee/vendor's TIN.

² An ITIN is a nine-digit number used by the United States Internal Revenue Service for individuals not eligible to obtain a Social Security Number, but are required to file income taxes. To obtain an ITIN, submit a completed W-7 to the IRS. The IRS will notify you in writing within 4 to 6 weeks about your ITIN status. In order to do business with New York State, **you must submit IRS Form W-8** along with our Substitute Form W-9 showing your ITIN. IRS Form W-8 certifies your foreign status. To obtain IRS Forms W-7 and W-8, call 1-800-829-3676 or visit the IRS website at www.irs.gov.

³ In order to do business with New York State, **you must submit IRS Form W-8** along with our Substitute Form W-9. IRS Form W-8 certifies your foreign status and exempts you from United States information return reporting and backup withholding rules. To obtain IRS Form W-8, call 1-800-829-3676 or visit the IRS website at www.irs.gov.

Exhibit E – Preliminary Contract

THIS AGREEMENT made this XX day of XXX by and between the New York State Department of Taxation and Finance, located at Building 9, W.A. Harriman State Office Campus, Albany, New York 12227 (hereinafter referred to as the “Department”, “DTF”) and [Contractor Name], with principal place of business located at [Contractor Address] (hereinafter referred to as the “Contractor”).

WHEREAS, the Department issued Request for Proposal (RFP) 12-05 on August 10, 2012, for Financial Institution Data Match Services; and

WHEREAS, the Contractor timely submitted a bid proposal to provide the services set forth in RFP 12-05; and

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

WHEREAS, the Contractor is prepared to undertake performance of Financial Institution Data Match Services according to the terms of this Agreement, and recognizes that turnover of functions to the Department or at the direction of the Department, to a successor Contractor is a fundamental requisite of such undertaking.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the parties hereto agree as follows:

Article I. Definitions

The following terms when used herein shall have the specified meanings:

Agreement means this Contract C4006XX, which includes all documents identified in **Article II: Entirety of Agreement**.

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

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

Contractor means [successful Bidder’s name to be inserted here].

Department means the New York State Department of Taxation and Finance.

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

FIDM means Financial Institution Data Match.

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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Proposal means the Proposal submitted by Contractor in response to RFP 12-05 including Volume 1 (Qualifying and Technical Requirement Response Forms), Volume 2 (Administrative Requirements Response Forms) and Financial Response Form dated XXXXXXXX, and any written clarifications thereto made by Contractor. The Proposal is attached hereto as Appendix 1.

RFP means the Financial Institution Data Match Services Request for Proposals issued by the Department on August 10, 2012, RFP 12-05, including all appendices and exhibits contained therein, and any written clarifications or amendments thereto made by DTF. The RFP is attached as Appendix 2.

Subcontractor means any individual or other legal entity including, but not limited to, sole proprietor, partnership, limited liability company, firm or corporation who is engaged by the Contractor or another subcontractor to perform a portion of the Contractor's obligation under a contract.

Article II. Entirety of Agreement

This Contract C4006XX shall consist of the documents listed below, which are fully incorporated by reference. In the event of a conflict between or among the provisions of the Contract, such conflict shall be resolved by reference to the documents in the order listed with Appendix A having precedence:

Appendix A of the RFP, "Standard Clauses for New York State Contracts" dated December 2011;

Attachment 12 – Secrecy Provisions Agreement (DTF-202);

Base Contract (pages XX-XX);

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

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

Contractor Proposal Clarifications;

Contractor Proposal, excluding clarifications;

Article III. Contractor Responsibilities

The Contractor warrants that it has carefully reviewed the needs of the State for financial institution data match services as described in the RFP and its attachments and otherwise communicated in writing by the State to the Contractor, that it has familiarized itself with the State's specifications, and it warrants that it can provide such services as represented in its Proposal and the other documents incorporated into this Agreement.

The Contractor agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

The Contractor warrants and affirms that the terms of this Agreement do not violate any contract or agreement to which it is a party and that its other contractual obligations will not adversely influence its capabilities to perform under this agreement.

Contractor shall comply with Sections II.B. and III.C. of RFP 12-05, entitled Insurance. DTF's acceptance or approval of the Certificate of Insurance required thereunder shall not diminish any of Contractor's obligations, responsibilities or liabilities hereunder.

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

The Contractor must not disclose the data provided by the Department to any other individual or entity except as expressly provided by law. The data provided, while in the custody of the Contractor, must be kept confidential, and the Contractor must take all reasonable and prudent steps to ensure the data is fully protected and secured.

The Contractor shall pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and give all notices and comply with all federal, State, and local, laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the contract.

The Contractor accepts sole and complete responsibility for the timely accomplishment of all activities required under this Agreement. The Contractor shall:

- A. Identify a Project Director who will be responsible for directing work to be done under this Agreement. The Department will appoint a Project Administrator to work with the Contractor's Project Director. The Department's Project Administrator and the Contractor's Project Director will hold meetings in such form and at the time and place and at a frequency specified by the Department's Project Administrator.
- B. Provide for normal day-to-day communications through the Contractor's Project Director, who shall be responsible for maintaining the level of liaison and cooperation with the Department necessary for proper performance of all contractual responsibilities. The Contractor's Project Director will be expected to communicate through and meet with the person so designated by the Department, when requested by the Department's Project Administrator or the designated Department employee. The purposes of such communications or meetings include, but are not limited to, resolving FIDM related issues and ensuring the timely delivery of FIDM related materials.
- C. Staff the project with personnel assigned to the positions as identified in the Contractor's proposal. The personnel assigned to the positions identified in the Contractor's proposal are considered to be essential to this project. Prior to diverting any of the personnel assigned to the positions to other projects, the Contractor shall notify the Department reasonably in advance and shall submit justification, including proposed substitutions in sufficient detail to permit evaluation of the impact on the project. The Contractor reserves the right, subject to the

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

written consent of the Department, to substitute personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel. Any such substitution shall be made only after consultation with and the written consent of the Department's Project Administrator and after written documentation of the circumstances requiring the changes has been provided to the Department. The Department shall respond to any such substitutions in a reasonable and timely manner in order to avoid delays to the Project schedule. The Department reserves the right to review the resumes, interview and perform reference checks on proposed personnel. If the Contractor reassigns an employee to another project without the written consent of the Department, all previous charges for that individual's time will be credited back to the Department.

- D. Replace any employee whose continued presence would be detrimental to the success of the project for work related causes with an employee of equal or better qualifications. The State's Project Administrator will exercise exclusive judgment in this matter and will be required to make such a request in writing to the Contractor's Project Director.
- E. Notify the Department in writing of any changes in the person(s) designated to bind the Contractor.
- F. Ensure that all contacts by Contractor personnel with other external organizations, to fulfill the objectives of this Agreement, are cleared and coordinated by the Department's Project Administrator. The Department will fulfill this role promptly, so as not to impede the Contractor's timely performance hereunder.
- G. Notify the Department within twenty-four (24) hours of each problem that threatens the successful completion of the project, including a recommendation for resolution whenever possible.
- H. Agree that no aspect of Contractor performance under this Agreement will be contingent upon State personnel or the availability of Department resources with the exception of a) all proposed actions of the Contractor specifically identified in this Agreement as requiring Department acquisition, approval, policy decisions, or policy approvals; or b) the normal cooperation which can be expected in such a contractual relationship. Such actions by the Department will not be unreasonably delayed.
- I. Cooperate with any other Contractor who may be engaged by the Department to carry out responsibilities associated with this Agreement and immediately take into account changes mandated by the Department due to changes in policies, guidelines, rules, regulations, statutes or judicial interpretations.
- J. Recognize and agree that any and all work performed outside the scope of this Agreement shall

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

be deemed by the Department to be gratuitous and not subject to charge by the Contractor.

- K. Perform in accordance with the RFP and the Contractor's proposal.
- L. Comply with the Secrecy requirements set forth in Article VIII herein.
- M. The Contractor must not disclose the data provided by the Department to any other individual or entity except as expressly provided by law. The data provided, while in the custody of the Contractor, must be kept confidential, and the Contractor must take all reasonable and prudent steps to ensure the data is fully protected and secured.
- N. Immediately notify the Department in the event of any unauthorized disclosure of tax debtor information.
- O. Pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and give all notices and comply with all federal, State, and local laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract.

Article IV. Department Responsibilities

The Department will send files of data for financial institution data match consistent with RFP 12-05 Section III.B.2.

The Department will compensate the Contractor for said data match services based on the terms set forth herein under Article VI. Fees and Payment.

In addition to the Department's responsibilities set forth elsewhere in this agreement, the Department shall:

- A. Promptly designate the DTF Leadership Team, Project Director and DTF Project Managers following the date of commencement of this agreement;
- B. Cooperate with the Contractor to utilize, where necessary, informal dispute resolution as well as the formal dispute resolution process to facilitate the timely resolution of disputes that arise;
- C. Provide the Contractor with access, as necessary, to its end users and system staff who are committed to providing the business information needed by the Contractor to perform services under this Agreement;
- D. Be responsible for the performance of its employees and agents;

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

- E. Advise the Contractor in writing of the security rules, procedures, and regulations that DTF may from time to time establish for its employees with respect to DTF's premises, property, records, and data in DTF's care and custody; and
- F. Provide appropriate meeting rooms, office space, office supplies, furniture, telephone, machine time and other facilities for the Contractor while working on DTF premises. Those facilities shall be provided as determined by the DTF Project Manager. Contractor's team members shall observe DTF work rules.

Article V. Contract Term

The Contract term will be for a five (5) year period. This Contract requires the approval of the Offices of the New York State Attorney General (AG) and the New York State Comptroller (OSC). The initial term of the Contract shall commence upon approval of OSC.

The Department shall have the right to re-negotiate the terms, conditions and fees of this Agreement in the event applicable New York State (State) or federal policies, rules, regulations, laws and guidelines are altered from those existing at the time this Agreement is executed in order to be in continuous compliance therewith. This will be accomplished through written Amendment requiring the approval of the New York State Attorney General and the Office of the State Comptroller.

Article VI. Fees and Payment

The fees set forth in Attachment 15, Financial Proposal shall not be increased during the first year of any contract resulting from this RFP. Thereafter, any proposed increase must be requested by the Contractor in writing sixty (60) days in advance of the anniversary date of the Contract. Such increase shall be subject to negotiation between the Department and the Contractor. Notwithstanding the foregoing, rate increases for subsequent years shall be limited to the lower of the percentage change in the Consumer Price Index for All Urban Customers, Table A, as reported by the Department of Labor, Bureau of Statistics for the CPI-U for the preceding twelve (12) month period or five (5) percent.

Payment of all fees/services shall be made upon receipt of a proper invoice and in accordance with Article XI.A of the New York State Finance Law. The Department agrees to pay the Contractor for the services provided as follows:

A. Development Fees

Payment for Development Fees will be made upon completion of all services associated with the development and certification of the system.

B. Ongoing Operations

Payment for ongoing operations shall be on a quarterly basis for each Financial Institution that resulted in data match information regardless of the number of matches.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

C. System Enhancement Services – Post Development Fees

Payment for services performed hereunder shall be made monthly in arrears.

Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Article VII: Secrecy Provisions

A. Required Forms

The Contractor will require each employee and/or subcontractor assigned to this Agreement to sign form **DTF-202 Agreement to Adhere to the Secrecy Provisions of the Tax Law and the Internal Revenue Code** as set forth in **Attachment 12** of the RFP. The Federal Acknowledgment must be signed annually. Both forms will be retained by the Contractor and provided to the Department upon request.

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

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

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

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

C. Information Security Breach and Notification Act

Contractor expressly agrees to comply with the provisions of Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005, commonly known as the Information Security Breach and Notification Act (the "ISBNA" or "Act"), and any future amendments thereto.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Contractor shall comply with all obligations imposed by the notice provisions of the ISBNA with respect to any computerized “private information” (as defined in the Act) received, handled, processed, uploaded, or maintained by Contractor on behalf of the Department under this Agreement (hereinafter, the “DTF Information”). In the event of a “breach of the security of the system” (as defined by the Act), Contractor shall immediately notify the Department upon discovery or notification of such breach. Such notice to the Department shall be made by contacting the Department’s Information Security Office by email to: Information_Security_Office@tax.ny.gov. Contractor shall immediately commence an investigation, in cooperation with the Department, to determine the scope of the breach and to restore the security of the system. To the extent the Department determines that further notifications are required to be sent out pursuant to the Act, Contractor shall be responsible for providing such notifications to all required recipients including, in accordance with New York State policy, non-New York State residents whose private information is reasonably believed to have been exposed as a result of the breach, and all costs associated with providing such notices shall be borne by the Contractor. It is expressly agreed that Contractor shall be obligated to receive authorization from the Department prior to making any notifications to any individuals, the State Office of Cyber Security and Critical Infrastructure Coordination, the State Consumer Protection Board, the Attorney General’s Office or any consumer reporting agencies of a breach of the security of the system, or concerning making any determination to delay notifications due to law enforcement investigations. Contractor agrees that the Department shall have final approval over the form, content, mode of transmission, and timing of any notice to be provided concerning a breach of the security of the Department Information. Nothing contained herein shall be interpreted as reducing or altering Contractor’s obligations under section 899-aa of the General Business Law.

D. Ownership of Data/Data Security

All Data under this contract shall be and remain the property of the Department, and the Contractor must, during the term of the contract (including any disengagement phases) provide the Department with access to any such data maintained by the Contractor.

The Contractor must, in accordance with applicable law and the instructions of the Department, maintain such data for the time period required by applicable law, exercise due care for the protection of data, and maintain appropriate data integrity safeguards against the deletion or alteration of such data.

Promptly after the termination or expiration of the Contract, the Contractor shall provide all such data still within its possession or that of its subcontractors to the Department, or sanitize such data, consistent with applicable law and instructions from the Department.

Article VIII. Reserved Rights

In addition to such other rights as allowed under this Agreement, the Department reserves the following rights:

The Department shall have the right to send its officers and/or employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be non-compliant with contract safeguards. Such determination shall be made at the sole discretion of the Department.

The Department shall have the right to require the removal of any Contractor staff assigned to this project for work related cause upon written notification to the Contractor. Such notification shall set forth the reasons for the request for removal. In such event, Contractor shall promptly provide a substitution.

The Department reserves the right to request a copy of Federal Form I-9, Employment Eligibility Verification, for each individual assigned to work at the Department under this contract, if the Contractor is so legally obligated to obtain and retain such Form I-9. The social security number of the employee, if listed on Form I-9, shall be redacted from the form.

Article IX. Performance Standards and Remedies

If it is determined that the Contractor is in violation of any terms or conditions set forth in this contract, the Department reserves the right to take any one or more of the following actions it deems appropriate, at its sole discretion: 1) contract termination, 2) removal of the specific Contractor employee 3) withholding of \$1,000 per instance from the Contractor's fees set forth in Article VI. The taking of any such action shall not give rise to any cause of action against the Department for any kind of damages, loss of profits, expenses, or other remuneration of any kind.

Article X. Dispute Resolution

The first step of dispute resolution will be through conference between the Department and the Contractor. The party initiating the process shall notify the other party in writing and set forth the issues for resolution and provide all necessary documentation. Unresolved disputes will be resolved by the Commissioner of Taxation, or his designee, whose decision is final and binding. During this period all work required hereunder shall be performed. If the Contractor pursues any legal or equitable remedy outside the Department, the Contractor will continue to perform work in accordance with the direction of the Department until such proceedings may be concluded and will continue to be paid, less an amount attributable to the disputed work. Disputes that go to litigation must be pursued in a court of competent jurisdiction of the State of New York. New York law will govern the dispute and venue must be laid in Albany County, New York.

Article XI. Continuing Administrative Requirements

Financial Stability

The Contractor must continue to evidence financial stability as a material condition of this contract. Financial stability may be evaluated annually based upon criteria similar to that used in the bidding process to include the reports required for Contractor's particular organizational structure as set forth in RFP 12-05 and as otherwise required by the Department. In addition to annual financial statements, interim financial statements based on the period ending six-months from the fiscal year end must be submitted for review by the Department within 45 days of the end of the six month financial period.

Contractor shall immediately notify the Department of a significant expansion of the Contractor or a change in ownership. Any significant change in ownership or significant expansion will require a re-evaluation of the contract in its entirety by the Department.

Vendor Responsibility

During the contract term, Contractor agrees to evidence vendor responsibility substantially similar to, or superior to, its status as of the execution of this Agreement as a material condition of the same. Contractor further agrees to notify DTF promptly of any material change in vendor responsibility or of a change in ownership. Additionally, Contractor acknowledges that the Department reserves the right to undertake such a review annually upon the anniversary date of this Agreement.

Sales and Compensating Use Tax

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain Contractors awarded state Contracts for commodities, services and technology valued at more than \$100,000 to certify, to the Department of Taxation and Finance (DTF), that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and Subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Procurement Lobbying

Pursuant to State Finance Law §§139-j and 139-k, there are certain restrictions on communications between a Governmental Entity and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts during the restricted period to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a).

If this Agreement is amended, Contractor shall be subject to the Procurement Lobbying requirements set forth herein and shall submit such updated Procurement Lobbying forms as are required by the Department.

Contractor Consultant Law

Effective June 19, 2006, Chapter 10 of the Laws of 2006 amended the Civil Service and State Finance Law, relative to maintaining certain information on contract employees working under State agency service and consulting contracts. State agency consultant contracts are defined as “contracts 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”*. The amendments require that certain contract employee information be provided to the state agency awarding such contracts, the Office of the State Comptroller (OSC), the Division of the Budget (DOB) and the Department of Civil Service (CS). To meet these new requirements, the firm agrees to assist in the completion of Form A – State Consulting Services - Contractor’s Planned Employment, *Exhibit B*.

Participation By Minority Group Members and Women With Respect To State Contracts:

Requirements and Procedures

1. General Provisions

- A. The New York State Department of Taxation and Finance (DTF) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DTF, to fully comply and cooperate with the DTF in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to paragraph 7 hereof or enforcement proceedings as allowed by the Contract.

2. Contract Goals

- A. For purposes of this procurement, the DTF hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation for subcontractors and suppliers; 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in paragraph 2-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DTF for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

1. Contractor and Subcontractors shall undertake or continue existing EEO 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, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Contractor shall submit an EEO policy statement to the DTF within seventy two (72) hours after the date of the notice by DTF to award the Contract to the Contractor.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, the DTF may provide the Contractor or Subcontractor a model statement (**see Exhibit F of RFP**).
4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Attachment 5 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Exhibit G - Workforce Employment Utilization Report (“Workforce Report”)

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DTF of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
 2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
 3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall 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.

4. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted **Attachment 4, MWBE Utilization Plan** either prior to, or at the time of, the execution of the contract.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section 2-A of this section, if applicable.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan, if applicable, shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DTF shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

- A. For Waiver Requests Contractor should use **Exhibit H, M/WBE 104, Request for Waiver Form**.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the DTF shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the DTF, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DTF may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a **Quarterly MWBE Contractor Compliance Report (Exhibit I)** to the DTF by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

- A. Where DTF determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the DTF liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DTF, Contractor shall pay such liquidated damages to the DTF within sixty (60) days after they are assessed by the DTF unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DTF.

Article XII. Termination

Termination for Cause

In addition to the termination rights set forth in this Agreement, the Department reserves the right to terminate the contract immediately upon written notice as follows:

If the Contractor fails to perform its obligations as set forth in Article VII (Secrecy), this Agreement may be cancelled immediately upon written notice. At its sole discretion, the Department may elect not to allow a cure period for such failure.

Otherwise, if the Contractor fails to perform its material obligations under this contract and does not, within ten calendar days after receiving written notice from the Department describing the alleged material failure, either,

1. Cure the material failure; or
2. If the material failure is one that cannot be reasonably cured within 10 calendar days after receiving written notice from the Department then the Department may either terminate this Agreement, in whole or in part, and pursue available remedies, subject to the limitations contained in Article XIII (Indemnification and Limitation of Liability) or extend the time of the cure period.

For purposes of this Article, material failure to perform by the Contractor is a failure to perform an obligation that the Contractor is bound to perform under this Agreement which is so fundamental to the Agreement that the failure to perform the obligation defeats the purpose of the Agreement. Material failure to perform by Contractor shall include, but not limited to:

1. Failure to meet the obligations and responsibilities imposed on the Contractor by Article III.
2. Breach of a material term or condition of any subcontract by Contractor or the subcontractor, if such breach materially impairs Contractor's performance under this Agreement with the reasonable likelihood that a material failure to perform by the Contractor will occur.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

3. Contractor is or becomes insolvent or a party to any bankruptcy or receivership proceeding, or any similar action affecting the affairs or property of Contractor.
4. Failure of the Contractor to remain a responsible Contractor consistent with applicable New York State law, regulations and/or policy.
5. A finding that the certification filed by the Contractor in accordance with Procurement Lobbying was intentionally false or intentionally incomplete.
6. A finding that the information filed by the Contractor in accordance with the requirements for Vendor Responsibility is incomplete, untrue or inaccurate.
7. Failure of Contractor to maintain vendor responsibility substantially similar to, or superior to, its status as of the execution of this Agreement.
8. A finding that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law was not timely filed during the term of the Contract or the Certification filed was intentionally false or intentionally incomplete.
9. Failure of Contractor to maintain financial stability substantially similar to, or superior to, its status as of the execution of this Agreement.

If it is subsequently determined for any reason that the Contractor was not in material default or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control and without the fault or negligence of the Contractor, the Department shall have the option, at its sole discretion, to either deem the Notice of Termination to have been issued hereunder to as a termination for convenience of the Department or allow the Contractor to resume performance under the Agreement without an increase in cost.

In the event of termination by DTF for default by Contractor pursuant to this Article, Contractor shall be liable for DTF's direct damages resulting from such material breach, subject to the limitations and exclusions contained in Article XIII (Indemnification and Limitation of Liability).

Termination for Convenience

The Department may terminate this contract in whole or in part at any time for convenience upon thirty days written notice to the Contractor without penalty or other early termination charges due.

Procedure for Termination

In the event of termination for cause or convenience, the parties agree to cooperate in a manner to effect an orderly termination of the Contract. In the event of termination for any reason, the Contractor will be reimbursed for all services performed up to the date of termination. In the event of termination or expiration of the contract, the Contractor must comply with the disengagement process prescribed by the Department as set forth in Section I.F of the RFP and adhere to the required disengagement plan.

Article XIII. Indemnification and Limitation of Liability

A. Indemnification

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the Department from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or subcontractors, without limitation, provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Department

B. Intellectual Property Rights Indemnity

Contractor shall fully indemnify, defend and save harmless the State, its officers, employees, and agents or subcontractors without monetary limitation from and against any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses), arising out of or related to any claim of, or action for, infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party intellectual property rights in each case to the extent caused by any services provided by Contractor hereunder, provided that the Department shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, promptness of which shall be established by the Department upon the furnishing of written notice and verified receipt, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the Department may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Department shall require.

If any claim is brought against the Department for the unauthorized use of such product, information, service or thing, the Contractor will indemnify the Department for any expense due to such claim and will cooperate with the Tax Department and the Attorney General in the defense of that claim.

C. Limitation of Liability

Contractor will be liable to DTF for all actual damages incurred as a direct result of Contractor's failure to exercise reasonable care in providing the Services and performing its obligations under this Agreement, provided, Contractor's liability will not exceed one Million Dollars (\$1,000,000) per year and provided, however, that such dollar cap shall not apply to damages resulting from Contractor's (i) willful, malicious, intentional misconduct, (ii) intentional tortuous conduct, or (iii) gross negligence.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

NOTWITHSTANDING THE FOREGOING, CONTRACTOR REMAINS LIABLE, WITHOUT MONETARY LIMITATION, FOR DIRECT DAMAGES FOR PERSONAL INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY OR INTELLECTUAL PROPERTY ATTRIBUTABLE TO THE NEGLIGENCE OR OTHER TORT OF CONTRACTOR, ITS OFFICERS, EMPLOYEES OR AGENTS.

D. Force Majeure

Neither the Department or the Contractor shall be responsible to the other for a delay resulting from its failure to perform if neither the fault nor negligence of the Department or the Contractor, its officers, employees or agents contributed to such delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fire or floods, or other similar causes beyond the control of either party, or for any of the foregoing which affects subcontractors or suppliers and no alternate source of supply is available to the Contractor. In such event, the aggrieved party shall notify the other party, by certified or registered mail, of the delay or potential delay and the cause(s) thereof either (a) within ten calendar days after the cause which creates or will create the delay first arose if the aggrieved party could reasonably foresee that a delay could occur by reason thereof, or (b) if the delay is not reasonably foreseeable, within five calendar days after the date the aggrieved party first had reason to believe that a delay could result. The foregoing shall constitute the aggrieved parties sole remedy or excuse with respect to such delay. In the event performance is suspended or delayed in whole or in part, by reason of any of the aforesaid causes or occurrences and proper notification is given to the other party, any performance so suspended or delayed shall be performed by the Contractor at no increased cost, promptly after such disabilities have ceased to exist unless it is determined in the sole discretion of the Department that the delay will significantly impair the value of the Contract to the Department. In the event of such determination, the Department may immediately terminate the contract with written notice.

E. Breach of Confidentiality

The Contractor shall be liable for breach of the confidentiality provisions of this agreement in an amount not to exceed the amount allowed by applicable Federal or New York State law (including any damages construed as incidental, consequential or indirect damages).

Article XIV: General Terms and Conditions

Invariable Terms and Conditions

Appendix A

The Contractor has read and agrees to Appendix A (Standard Contract Clauses), which is incorporated as part of the Agreement without revision.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Tax Liabilities

All outstanding Tax Liabilities, due to the State of New York from the Contractor, or Contractor's partners, agents and subcontractors engaged in providing services under this Agreement, other than tax liabilities being contested by any such party, must be satisfied prior to the execution of this Agreement, or a payment schedule arranged for their speedy satisfaction.

Payment Records

The Contractor must maintain adequate records as prescribed by the Department to substantiate all claims for payment and must make those records available in New York State for examination and copying.

Governing Law

The laws of the State of New York shall be the law that shall govern the interpretation or application of any of the terms or conditions of this Agreement.

Required Approval

This Agreement and any amendments will not be effective until approval by the Office of the Attorney General and the Office of the State Comptroller.

Funding

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

Accordingly, this Agreement will be performed only as long as the legislature appropriates funds and the Governor allocates such funds to the Department. Failure of New York State to execute a Budget timely may result in the Department being unable to reimburse the Contractor for services provided in the new fiscal year. All work approved and accepted by the Department will subsequently be reimbursed when the Budget has been executed.

Assignment of Rights and Duties

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or its right, title or interest therein, or its power to execute such Agreement to any other person, company, firm or corporation in performance of the Agreement, other than the assignment of the right to receive monies due hereunder, without the prior written consent of the Department. Prompt notice must be afforded the Department to effect the change of assignment through the Office of the State Comptroller.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

The Department reserves the right to assign this Agreement to any New York State Agency provided that the assignee agrees in writing to be bound by the terms and conditions of this Agreement. The Department agrees to provide the Contractor, 30 day prior written notice of any such assignment.

The terms and conditions of this Agreement may be extended to any other New York State agency through the use of a formally executed agreement between the Contractor and the state agency subject to review and approval of the Office of the Attorney General, and the Office of the State Comptroller.

Continuity of the Agreement

The terms and conditions of this Agreement shall remain in full force and effect for the term of this Agreement and the Contractor agrees to provide all services for such term, regardless of any reorganizations, consolidations or mergers to which the Contractor is, or may become, a party.

Notwithstanding the foregoing, Appendix A, Article VII (Secrecy) and Article XIII (Indemnification and Limitation of Liability) shall survive the term of this Contract. The insurance requirement set forth in Article III herein shall extend six months beyond termination of this Agreement.

Cooperation with Third Parties

The Contractor shall cooperate with all persons engaged in performing services for the Department, whether or not related to this Agreement, including, without limitation, Department officers and employees and third-party vendors engaged by the Department.

Severability

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such provision, the remainder of this Agreement shall remain in full force and effect, and such term or provision shall be deemed null and void. In addition, if any provision of the Agreement, for any reason, is declared to be unenforceable, the parties shall make a reasonable effort to substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

Conflict of Interest

If during the term of this Contract, and any extensions thereof, the Contractor becomes aware of an actual or potential relationship which may be considered a conflict of interest, the Contractor shall notify the Department in writing immediately. The Contractors will be

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

responsible for establishing procedures to identify potential conflicts of interest. The Contractor must immediately notify the Department in writing and disclose the nature of the potential conflict of interest in the manner prescribed by the Department. The Department will have sole discretion in evaluating the nature of the identified conflict of interest and will make the final decision regarding its resolution.

Subcontractors

The State reserves the right to reject any proposed subcontractor, assignee or supplier for bona fide business reasons, which may include, but are not limited to: that the proposed transferee is on the Department of Labor's list of companies with which New York State cannot do business; or the Department determines that the company is not qualified; unsatisfactory contract performance or service has been previously provided.

Contractor may subcontract to subcontractors selected by Contractor, for services performed in connection with this Contract, subject to the Department's prior written approval. A subcontractor shall be defined as any firm or person who is not a full time employee of the Contractor, engaged or assigned to perform work under the Contract. All agreements between the Contractor and its subcontractors shall be by bona fide written contract.

Contractor shall include in all subcontracts for the services performed in connection with this Contract, in such a manner that they will be binding upon each subcontractor with respect to work performed in connection with the Contract, provisions consistent with those found in the Contract, including, but not limited to:

- That the work performed by the subcontractor must be in accordance with the terms of the Contract including, but not limited to, Appendix A;
- That subcontractor shall comply with the provisions of section 5-a of the Tax Law and all Secrecy provisions;
- That nothing contained in such subcontract shall impair the rights of the Department;
- That nothing contained herein shall create any contractual relation between any subcontractor and the Department;
- That subcontractor shall maintain all records with respect to work performed under the subcontractor in the same manner as required of the Contractor; and
- That the DTF shall have the same authority to audit the records of all subcontractors as it does those of the Contractor.

Contractor shall be fully responsible to the Department for the acts and omissions in the performance of services under the Contract of the subcontractors and/or persons either directly or indirectly employed by it or by the subcontractors, as it is for the acts and omissions in the performance of services under the Contract or persons directly employed by the Contractor. Contractor shall not in any way be relieved of any financial, programmatic or service

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

responsibility under the Contract by its agreement with any subcontractor or by the Department's approval of such an agreement with a subcontractor.

Other Agency Use

The terms and conditions of this Agreement may be extended to any other New York State agency through the use of a formally executed agreement between the Contractor and the state agency subject to review and approval of the Office of the Attorney General, and the Office of the State Comptroller.

Publicity

To the extent allowable by law, neither party shall, at any time, during or after termination of this Agreement, make any statement to the press or issue any material for publication through any media of communication bearing on the work performed or data collected under this Agreement without the prior written approval of the other party.

Neither party grants the other the right to use any of its trademarks, trade names, logos, seals, or other designations, whether in any promotion, publication, or otherwise, without the other party's prior written consent.

Independent Contractor

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

Authorized Representatives

Notice of Termination

Where Notice of Termination is to be provided by the Department to the Contractor, the Department shall deliver such notice to each of the following individuals:

To be Provided

Execution of Contract Documents

Where a Provision of this Agreement calls for execution of a contract document, the individuals authorized to execute documents:

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

On behalf of the Department are:

- Commissioner
- Executive Deputy Commissioner
- Chief Financial Officer
- Director, Procurement Services Unit

On behalf of the Contractor are:

-To be Provided

Notices

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- a. via certified or registered United States mail, return receipt requested;
- b. by facsimile transmission;
- c. by personal delivery;
- d. by expedited delivery service; or
- e. by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

Notices to the Department from the Contractor:

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

Notices to the Contractor from the Department:

To be Provided

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

[Contractor Name]

New York State Department of Taxation and Finance

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Attorney General

Office of the State Comptroller

CORPORATION

STATE OF

COUNTY OF

On this _____ day of _____, 2012, before me personally appeared _____,

to me known, who being duly sworn, did depose and state that he/she resides in _____;
that he/she is the _____ of the _____, the Corporation described
in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed to said instrument is such
corporate seal, that it was so affixed by the order of the Board of Directors of said Corporation, and that he/she signed his/her name thereto by
like order.

NOTARY PUBLIC

Exhibit F – Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- 1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
 - 2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
 - 3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
 - 4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
 - 5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
 - 6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.
- a. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or

EEO

- continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- b. This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
 - c. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organizations' obligations herein.
 - a. d. This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract. This organization will include the provisions of sections a) through d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

Minority Business Enterprise Liaison

_____ is designated as the Minority Business Enterprise Liaison

(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Exhibit G - Work Force Employment Utilization

Contract No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Reporting Period: <input type="checkbox"/> January 1, 20__ - March 31, 20__ <input type="checkbox"/> April 1, 20__ - June 30, 20__ <input type="checkbox"/> July 1, 20__ - September 30, 20__ <input type="checkbox"/> October 1, 20__ - December 31, 20__
Contractor's Name:		Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Contractor's Address:		

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

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

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):	EMAIL ADDRESS:	
	Submit completed form to: NYS (add Agency name) M/WBE 102 (Revised 11/08)	

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

General Instructions: The work force utilization (M/WBE **102**) is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total work force, the contractor and/or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total work force, information on the total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to the M/WBE Program Management Unit within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

Instructions for completing:

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading 'Work force by Gender'
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Program Management Unit at (518) 474-5513 if you have any questions.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

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

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

ISLANDER

- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN Native)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** **Male or Female**

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Exhibit H - Request For Waiver Form

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.		
Offeror/Contractor Name:	Federal Identification No.:	
Address:	Solicitation/Contract No.:	
City, State, Zip Code:	M/WBE Goals: MBE % WBE %	
By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.		
Contractor is requesting a:		
1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial		
2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial		
3. <input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development: _____		
PREPARED BY (Signature): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.	Date:	
Name and Title of Preparer (Printed or Typed):	Telephone Number:	Email Address:
Submit with the bid or proposal or if submitting after award submit to:	***** FOR M/WBE USE ONLY *****	
	REVIEWED BY:	DATE:
	Waiver Granted: <input type="checkbox"/> YES MBE: <input type="checkbox"/> WBE: <input type="checkbox"/>	
	<input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued _____ *Comments:	

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:

Unless a Total Waiver has been granted, the Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by AGENCY, to determine M/WBE compliance.

M/WBE 104 Instructions (11/08)

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Is this a final report? Check One

Yes _____ No _____

Exhibit I - M/WBE Quarterly Report

of

NYS AGENCY Contract No. _____ Project No. _____

The following information indicates the payment amounts made by the grantee/contractor to the NYS Certified M/WBE subcontractor on this project.

The payments as shown made are in compliance with contract documents for the above referenced project.

Contractors Name and Address		Federal ID#	Goals/\$ Amt. MBE ___%= _____ WBE ___%= _____		Contract Type _____ Paid to Contractor This Quarter _____ Total Paid to Contractor To Date _____					
		Project Completion Date	Work Location		Reporting Period: ___ 1 st Quarter (4/1-6/30) ___ 3 rd Quarter (10/1-12/31) ___ 2 nd Quarter (7/1-9/30) ___ 4 th Quarter (1/1-3/31)					
M/WBE Subcontractor/Vendor	Product Code*	Work Status This Report	Total Subcontractor Contract Amount		Payments this Quarter		Previous Payments		Total Payment Made to Date	
			MBE	WBE	MBE	WBE	MBE	WBE	MBE	WBE
Name: FED ID#		___ Active ___ Inactive ___ Complete								
Name: FED ID#		___ Active ___ Inactive ___ Complete								
Name: FED ID#		___ Active ___ Inactive ___ Complete								
Name: FED ID#		___ Active ___ Inactive ___ Complete								
Total										

*See Reverse Side for Product Codes

Date _____ Name _____ Title _____ Signature _____

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

PRODUCT KEY CODE

A	=	Agriculture/ Landscaping (e.g., all forms of landscaping services)
B	=	Mining (e.g., geological investigations)
C	=	Construction
C15	=	Building Construction – General Contractors
C16	=	Heavy Construction (e.g., highway, pipe laying)
C17	=	Special Trade Contractors (e.g., plumbing, heating, electrical, carpentry)
D	=	Manufacturing
E	=	Transportation, Communication and Sanitary Services (e.g., delivery services, warehousing, broadcasting and cable systems)
F/G	=	Wholesale/Retail Goods (e.g. hospital supplies and equipment, food stores, computer stores, office supplies)
G52	=	Construction Materials (e.g., lumber, paint, law supplies)
H	=	Financial, Insurance and Real Estate Services
I	=	Services
I73	=	Business Services (e.g., copying, advertising, secretarial, janitorial, rental services of equipment, computer programming, security services)
I81	=	Legal Services
I82	=	Education Services (e.g., AIDS education, automobile safety, tutoring, public speaking)
I83	=	Social Services (Counselors, vocational training, child care)
I87	=	Engineering, architectural, accounting, research, management and related services

Exhibit J – Draft Memorandum of Agreement

THIS MEMORANDUM of AGREEMENT (“MOA”) is made between and among the New York State Department of Taxation and Finance (“DTF”), and _____ (Name of Financial Institution), a national association (legal form of entity) with its principal office at _____ (the “Financial Institution”).

WHEREAS, section 1701 of the New York State Tax Law (“Tax Law”) requires DTF to develop and operate a Financial Institution Data Match System (“FIDMS”) for the purpose of identifying and seizing the non-exempt assets of tax debtors identified by the Commissioner of Taxation and Finance (the “Commissioner”);

WHEREAS, the Commissioner, on behalf of DTF, is authorized to designate a third party to develop and operate the FIDMS;

WHEREAS, pursuant to a competitive bidding process, a third party has been selected as DTF’s authorized designee (“Authorized Designee”) for FIDMS purposes;

WHEREAS, section 1701 of the Tax Law requires each Financial Institution doing business in New York State to develop and operate, in conjunction with the Commissioner or the Commissioner’s Authorized Designee, a data match system to facilitate the identification and seizure of the non-exempt assets of tax debtors;

WHEREAS, the Financial Institution is a Financial Institution as defined by section 1701(1)(c) of the Tax Law and is doing business within New York State; and

WHEREAS, DTF and the Financial Institution wish to enter into this Memorandum of Agreement (“MOA”) to effectuate the FIDMS and the required transfers of information.

NOW THEREFORE, it is mutually agreed as follows:

1. MATCH METHODOLOGY. The Financial Institution elects one of the following methods to accomplish the data match with DTF (check only one):

Method 1: The Financial Institution shall, quarterly, submit a data file to DTF’s Authorized Designee that contains records of all accounts held by the Financial Institution.

Method 2: Each calendar quarter, DTF’s Authorized Designee shall forward a “request file” to the Financial Institution, in the format described in section 5 of this MOA, containing a list of all tax debtors, as such term is defined in section 1701(1)(b) of the Tax Law. The Financial Institution shall match the records contained in the request file against all deposit accounts, including but not limited to, savings, checking, IRA, CD, brokerage or investment accounts, maintained by the Financial Institution. For each match, the Financial Institution shall submit to DTF or its Authorized Designee, a “return file,” in the format described in section 5 of this MOA, specifying each matched tax debtor’s name, address, social security number or other taxpayer identification number, and all account numbers and balances for each account maintained by the tax debtor at the Financial Institution.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

2. TIMEFRAMES.

- a. Method 1. DTF's Authorized Designee, in coordination with the Financial Institution, will select a specific quarterly date and time for the Financial Institution to provide DTF's Authorized Designee with the required data file. **(See attached Set-Up Sheet.)**
- b. Method 2. DTF's Authorized Designee and the Financial Institution will agree upon a specific quarterly date and time for the Financial Institution to accept the request file. The Financial Institution will complete the required match, and submit the return file to DTF or its Authorized Designee within thirty (30) calendar days of receiving the request file. **(See attached Set-Up Sheet.)**

3. RETURN OF DATA.

- a. If the Financial Institution has elected Method 1, following completion of each quarterly data match, DTF's Authorized Designee shall promptly destroy the Financial Institution's data file in accordance with subdivision c of this section.
- b. If the Financial Institution has elected Method 2, following completion of each quarterly data match, the Financial Institution shall promptly destroy the request file provided by DTF's Authorized Designee in accordance with subdivision c of this section, upon preparing the data for transmission to the Authorized Designee. The Financial Institution shall also purge the request file data and the return file data from its electronic files immediately upon completion of each quarterly match, and certify same to DTF's Authorized Designee in writing, addressed to the person named in Section 11.b of this MOA. The foregoing is subject to the Financial Institution's legal obligations to maintain any such information under any applicable laws, regulations, case law or other compelled document retention obligations, but the Financial Institution agrees to retain such data only for the time period required, and will subsequently purge or destroy such data in material accordance with this provision.
- c. Destruction of data shall be performed in accordance with prevailing industry practice and the requirements of applicable Federal and state law for the secure deletion of data files. Physical storage media must be either physically destroyed, in the case of compact discs or diskettes, or must be securely overwritten or sanitized in the case of computer hard drives, using appropriate utilities and applications. DTF reserves the right to have a representative present when the media is being destroyed. In the alternative, the party responsible for destruction shall certify to DTF under penalty of perjury that all data has been destroyed.

4. INITIATION AND SUBSEQUENT SUBMITTAL DATES.

The parties agree that the month and week that the Financial Institution will commence the data match is:

Month One or **Month Two** or **Month Three** and **Week One** or **Week Two** or **Week Three** or **Week Four**. All subsequent data matches shall continue during the same selected month and week of each quarter.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

5. DATA FORMAT AND MEDIA METHODOLOGY.

- a. The data format as identified in the Financial Data Match Specifications Handbook <http://www.acf.hhs.gov/programs/cse/fct/fidm/dataspecs.pdf> is the preferred format for the return of file data to DTF or its Authorized Designee under the terms of this MOA. When the account balance indicator is provided as value 1-Average balance, DTF prefers the daily average balance be provided. Use of any alternate format requires prior written notification to DTF's Authorized Designee.
- b. All data exchanged or submitted to and from the Financial Institution under this MOA shall be via secure media. To accomplish this, the Financial Institution will employ an online electronic data exchange which must be secured using generally accepted financial industry practices for securing the confidentiality and integrity of the data, which shall in all cases include data encryption. Data exchange via electronic transmission is preferred; however, portable media is acceptable which includes but is not limited to, encrypted CD-ROMs, flash drives, thumb drives, or tape.

6. NOTICE TO DEPOSITORS AND ACCOUNT HOLDERS.

The Financial Institution may disclose to its depositors or account holders that DTF or its Authorized Designee has the authority to request certain identifying and other information regarding certain depositors or account holders under the FIDMS for New York State tax collection purposes.

7. IMMUNITY FROM LIABILITY.

A Financial Institution that complies with the provisions of this MOA will not be liable under New York State law to any person for the disclosure of information to DTF or DTF's Authorized Designee pursuant to this MOA, or for any other action taken in good faith to comply with the requirements of section 1701 of the Tax Law and this MOA.

8. CONFIDENTIALITY.

- a. DTF, its Authorized Designee, and the Financial Institution shall maintain privacy policies and security procedures subject to State and Federal laws and regulations, to ensure that information contained in their respective records and obtained from each other shall be kept secure and confidential and shall be used solely for the purposes of the FIDMS as specified herein and by section 1701 of the Tax Law.

The information exchanged shall not be used for any purposes other than for the purposes set forth in this MOA and may not be disclosed to any person except to the extent necessary to conduct the data matches and fulfill the purposes of this MOA and section 1701 of the Tax Law.

Only those individuals working on the FIDMS and who have a need-to-know shall be privy to the confidential information exchanged between DTF's Authorized Designee and the Financial Institution.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

- b. The various secrecy provisions of the Tax Law prohibit independent contractors from disclosing tax information in any manner and provide for misdemeanor prosecution for violations. The various secrecy provisions of the Internal Revenue Code provide for felony prosecution for unauthorized disclosure of Federal tax information in the possession of DTF.

All information about DTF's operations not covered by the preceding must be kept confidential by the Financial Institution as if they were so covered.

The Financial Institution agrees not to divulge or use, for their own benefit or the benefit of others, confidential tax information; and to follow § 73 and 74 the Public Officers Law, as applicable.

- c. The Financial Institution shall require that all vendors, service providers, subcontractors, agents or other representatives who may be required to support its participation in the FIDMS, and who will have access to confidential tax information, comply with applicable law and the confidentiality standards set forth in this MOA. The Financial Institution shall not delegate any of the tasks or functions necessary for the performance of its obligations under this MOA to any organization except with DTF's prior written consent. Delegation of such tasks or functions shall not alter the Financial Institution's responsibility for compliance with this Section 8.
- d. The Financial Institution shall immediately notify DTF of any Information Technology security or data confidentiality breach involving any materials or information exchanged pursuant to Tax Law section 1701 and this MOA, cooperate with any investigation sought by the State of New York or other government authorities, and work with the State to develop an appropriate plan to protect individuals at risk of financial loss or other harm due to the breach, and provide all notifications required by applicable law.

9. COSTS.

DTF and the Financial Institution shall each be responsible for their own costs in administering this program.

10. PROHIBITION ON CERTAIN DISCLOSURES.

The Financial Institution is prohibited from disclosing to a tax debtor that the name of the tax debtor has been received from or furnished to DTF, unless authorized in writing by the Commissioner of Taxation and Finance to do so. A violation of this section will result in the imposition of the civil penalty prescribed by section 1701(5) of the Tax Law.

11. SUBMISSIONS AND COMMUNICATIONS TO DTF OR ITS AUTHORIZED DESIGNEE.

- a. All electronic files and data required by this MOA, as well as technical questions relating to such files and data, shall be directed by the Financial Institution to DTF's Authorized Designee.

(Insert DTF Authorized Designee name, address and contact person)

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

- b. All other communications and documents not included in (a) above, including agreements, notices, or other written communications, from the Financial Institution to DTF relating to or required under this MOA, shall be directed to DTF's Authorized Designee.

(Insert DTF Authorized Designee name, contact person and e-mail, phone or fax)

12. SUBMISSIONS AND COMMUNICATIONS TO FINANCIAL INSTITUTION.

- a. The submission of an electronic inquiry file by DTF's Authorized Designee to the Financial Institution, as well as technical questions relating to any electronic files received from the Financial Institution shall be directed by DTF's Authorized Designee to:

(Insert Financial Institution name, address and contact person)

Telephone, facsimile or e-mail inquiries may be made, toll free, during normal business hours to:

(Insert Financial Institution name, contact person and e-mail, phone or fax)

- b. All other communications and documents not included in (a) above, including agreements, notices, or other written communications, from DTF or its Authorized Designee to the Financial Institution relating to or required under this MOA, shall be directed to:

(Insert Financial Institution name, address and contact person)

Telephone, facsimile or e-mail inquiries may be made, toll free, during normal business hours to:

(Insert Financial Institution name, contact person and e-mail, phone or fax)

13. CHANGE OF ADDRESS.

Any party may later specify a change in the above addresses by written notice to the other parties at least thirty (30) calendar days in advance of the effective date of the change. Changes to the Financial Institution's name or organizational structure that would affect the purpose or operation of this MOA shall be provided to DTF by written notice at least thirty (30) calendar days in advance of the effective date of the change.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

14. CHANGE OF AUTHORIZED DESIGNEE.

DTF will notify the Financial Institution of any change of DTF's Authorized Designee by providing written notice to the above address contained in section 12(b) as soon as it is reasonably practicable upon the occurrence of such change.

15. OTHER MODIFICATION.

With the exception of any change of address or change of Authorized Designee pursuant to sections 13 or 14 of this MOA, no other modification of this MOA shall be effective unless in writing executed by the Financial Institution and DTF.

16. APPLICABLE LAW.

This MOA shall be construed in accordance with the laws of the State of New York without giving effect to its principles of conflicts of laws.

17. AGREEMENT PERIOD.

This MOA shall be effective on the date it is executed by the parties and shall remain in effect until amended or terminated by DTF. In the event of termination, a party's confidentiality obligations shall survive beyond the termination of the Agreement.

IN WITNESS WHEREOF EACH PARTY, THROUGH ITS DULY AUTHORIZED REPRESENTATIVE, HAS CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE INDICATED BELOW:

NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE:

By: _____

Title: _____

Date: _____

FINANCIAL INSTITUTION: _____

By: _____

Title: _____

Date: _____

FINANCIAL INSTITUTION DATA MATCH SET-UP SHEET

This information will be used for the New York State Tax Data Match file:

Institution Name

Fed EIN Number

Institution Street Address (No P.O. Boxes)

Institution City/State/ZIP

Institution Contact Name

Institution Contact Email Address

IF USING A SERVICE PROVIDER:

Processor Company Name

Processor Federal EIN

Processor Contact Phone Number

Contact Name to Receive File

Processor Street Address (No P.O. Boxes)

Processor City/State/Zip

Processor Email Address

Institution Contact Phone Number

Method Used:

Method One – All Accounts Method

Method Two – Matched Accounts Method

Media Type Options for Method Two Only
(Media type to receive the data file from state)

FTP Transmission or CD Rom or

Other _____

Processing Cycle Date Preferred (check one of each)

Jan – Apr – Jul – Oct | Week One
or / or

Feb – May – Aug – Nov | Week Two
or / or

Mar – Jun – Sept – Dec | Week Three
| or

| Week Four

**IF NOT USING A SERVICE PROVIDER
PLEASE PROVIDE SOFTWARE VENDOR**

Software Vendor Company Name

Appendix A - Standard Clauses For NYS Contracts

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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

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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS . If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS . The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- a. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion,

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

- b. at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- c. the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

the contractor to establish to meet with the approval of the State.

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

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

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

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

NYS Department of Economic Development

Division for Small Business

30 South Pearl St -- 7th Floor

Albany, New York 12245

Telephone: 518-292-5220

Fax: 518-292-5884

<http://www.empire.state.ny.us>

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

NYS Department of Economic Development

Division of Minority and Women's Business Development

30 South Pearl St -- 2nd Floor

Albany, New York 12245

Telephone: 518-292-5250

Fax: 518-292-5803

<http://www.empire.state.ny.us>

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

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

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

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW . If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by

State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

December 2011

Appendix B – Bid Protest Policy

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

Informal Complaints/Protests

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

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

Formal Written Protests

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

Submission of Bid or Award Protests

Deadline for Submission

- a. Concerning Errors, Omissions or Prejudice in the Bid Specifications or Documents - Formal protests which concern the drafting of bid specifications must be received by DTF at least twenty (20) business days before the date set in the solicitation for receipt of bids. If the date set in the solicitation for receipt of bids is less than twenty (20) business days from the date of issue, formal protests concerning the specifications must be received by DTF at least seventy-two (72) hours before the time designated for receipt of bids.
- b. Concerning Proposed Contract Award - Formal protests concerning a pending contract award must be received within five (5) business days after the protesting party (“protester”) knows or should

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

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

Transmittal

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

Contents

A formal protest must include:

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

Protests should be delivered to the Contact named in the RFP.

Review and Final Determination

Copies of all protests will be provided to the Director, Procurement Services Unit, Office of Budget and Management Analysis and appropriate program staff.

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

The Program staff in conjunction with Contract Management Unit staff will conduct a review of the records involved in the protest, consult with the Director, Procurement services Unit, Office of Budget and Management Analysis, and provide a memorandum to the Chief Financial Officer of the Office of Budget and Management Analysis summarizing the results of the review and recommendation. The Chief Financial Officer of the Office of Budget and Management Analysis will evaluate the recommendation, the material presented by the protester, and, if necessary, consult with appropriate senior level program staff, Counsel, and the Executive Deputy Commissioner, and prepare a written response to the protest.

A copy of the decision, stating the reason(s) upon which it is based shall be sent to the protester or its agent within thirty (30) business days of receipt of the protest, except that upon notice to the protester such period may be extended. The protest determination should be recorded and included in the

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Procurement Record, or otherwise forwarded to OSC upon issue. The decision of the Chief Financial Officer of the Office of Budget and Management Analysis will be final.

Reservation of Rights and Responsibilities of DTF

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

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

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

If a formal bid protest is received by DTF, a final determination on the protest must be made prior to OSC approval of the award under State Finance Law § 112. However, during the pendency of the protest, bid evaluation by DTF and subsequent OSC review of the recommended award may continue to progress at the discretion of the Chief Financial Officer of the Office of Budget and Management Analysis.

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

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

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

Attachment 1 – Bidders Checklist

Volume 1

Section 1

- Executive Summary

Qualifying Requirements

- Attachment A – Qualifier Response Form

Technical and System Response Requirements

- Attachment B – Bidder Experience and Reference Form
- Attachment C – IT System Requirements - Security and Confidentiality
- Attachment D – IT System Requirements – Communication Environments
- Attachment E – IT System Requirements – File Processing
- Attachment F – IT System Requirements – IT Staff
- Attachment G – IT System Requirements – Change Control Process
- Attachment H – Insurance Response Form

Volume 2

Administrative Requirements

- Cover Letter
- Proposed Extraneous Terms
- Request for Exemption from Disclosure
- Attachment 4 – M/WBE Utilization Plan
- Attachment 5 – Staffing Plan
- Attachment 6 – Vendor Responsibility Response Form
- Attachment 7 – MacBride Fair Employment Principles Form
- Attachment 8 – Designation of Prime Contact
- Attachment 9 – Non-Collusive Bidding Certification
- Attachment 10 – Offerer Disclosure of Prior Non-Responsibility Determination
- Attachment 11 – Contractor Certification of Compliance with State Finance Law 139-k(5)
- Attachment 12 – DTF-202 Agreement to Adhere to Secrecy Provisions
- Attachment 13 – Public Officers Law
- Attachment 14 – Listing of Proposed Subcontractor Form

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Volume 3

Attachment 15 – Financial Proposal

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

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

Procurement Description, Contract or Bid Number:

Offerer Name: _____

Offerer Address: _____

Telephone Number: _____

e-Mail Address: _____

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

By (*signature*): _____

Name (*please print*): _____

Title (*please print*): _____

Date: _____

Attachment 3 – Notification of Intent to Bid

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

Firm Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Telephone number: _____

Fax: _____

E-mail address: _____

Address: _____

Date: _____

Please check the appropriate line:

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

Reason: _____

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Attachment 4 - M/WBE Utilization Plan

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:
Address:
City, State, Zip Code:
Telephone No.:
Region/Location of Work:

Federal Identification No.:
Solicitation No.:
Project No.:
M/WBE Goals in the Contract: MBE % WBE %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
A.	<u>NYS ESD CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	<u>NYS ESD CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (M/WBE 104).

<p>PREPARED BY (Signature): DATE: NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.</p>	TELEPHONE NO.:	EMAIL ADDRESS:
	FOR M/WBE USE ONLY	
	REVIEWED BY:	DATE:
	<p>UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p>Contract No.: _____ Project No. (if applicable): _____</p> <p>Contract Award Date: _____</p> <p>Estimated Date of Completion: _____</p> <p>Amount Obligated Under the Contract: _____</p> <p>Description of Work: _____</p> <p>NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p>NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p>	

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Attachment 5 – Staffing Plan
Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name:		<input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor
Offeror's Address:		Subcontractor's name _____

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

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

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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

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

Instructions for completing:

10. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
11. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
12. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
13. Enter the total work force by EEO job category.
14. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
15. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the OM/WBE Permissible contact(s) for the solicitation if you have any questions.
16. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
17. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

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

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

- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

Attachment 6 – Vendor Responsibility Response Form

Bidder's Name: _____

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

Please check one of the following:

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

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

Attachment 7 – MacBride Fair Employment Principles Form

BIDDER'S NAME: _____

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

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

(Answer Yes to one of the following, as applicable):

Have no business operations in Northern Ireland: _____ Yes

or

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

_____ Yes

Attachment 8 – Designation of Prime Contact

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

Firm Name: _____

Address: _____

Prime Contact Name: _____ Title: _____

e-mail address: _____

Phone Number: _____ Fax: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment 9 – Non-Collusive Bidding Certification

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

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

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

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

Bidder's Name: _____

Bidder's Address: _____

Authorized Signature: _____

Name: _____

Title: _____

Attachment 10 - Offerer Disclosure of Prior Non-Responsibility Determinations

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

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

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

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Offerer Disclosure of Prior Non-Responsibility Determinations

Procurement Description, Contract or Bid Number: _____

Offerer Name: _____

Offerer Address: _____

Telephone Number: _____

e-Mail Address: _____

Name and Title of Person Submitting this Form: _____

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

No Yes

If yes, please answer the following questions:

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

No Yes

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

No Yes

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

Government Entity: _____

Date of Finding of Non-responsibility: _____

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

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

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

No Yes

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

Government Entity: _____

Date of Finding of Non-Responsibility: _____

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

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

By: *(Signature)*: _____

Name: *(Please print)* _____

Date: _____

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

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

Offerer Certification

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

By: *(signature)* _____

Date: _____

Procurement Description, Contract or Bid Number: _____

Name *(Please print)*: _____

Title: _____

Offerer Name: _____

Offerer Address: _____

Telephone Number: _____

e-Mail Address: _____

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

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

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

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

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

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

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

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

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

Organization: _____

Signature _____ Date _____

Name: _____

Address Street: _____

City: _____ State _____ ZIP code _____

Attachment 13 – Public Officers Law

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

73 (4)

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

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

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

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

By _____
(Signature) (Title)

Firm’s Legal Name _____
(Date)

Attachment 14 – Listing of Proposed Subcontractor’s Form

Complete this form for the Subcontractor requirement as requested in section VIII. D. 10. The Bidder must identify all subs to be utilized for any resultant contract, their Employer Identification Number (EIN) and the services that they will perform.

Subcontractor Name	EIN	Services to be performed

Expand form if necessary.

Attachment 15 – Financial Response Form

This form is for the financial proposal requirement as requested in **Section IV.A , IV.B and IV.C** of the RFP.

One-time Development Fee \$ _____

Quarterly Match Fee \$ _____

System Enhancement Services – Post Development Fees:

Hourly Programming Rate \$ _____

Hourly User Acceptance Testing Rate \$ _____

Note: Development Fee includes but is not limited to systems, development, testing and all program support requirements. The Quarterly Match Fee represents the fee charged *per financial institution* that contains data match information regardless of the number of matches. After the system is operational, DTF may require system enhancement services for additional programming and user acceptance testing in the event of changes mandated by the Department due to changes in policies, guidelines, rules, regulations, statutes or judicial interpretations.

All associated costs with the requirements of this RFP must be incorporated into the Bidder’s financial proposal response. No other add-on costs are permitted.

The fees bid in response to this RFP shall not be increased during the first year of the initial contract term. Thereafter, fees may be increased yearly on the anniversary date of the contract for each subsequent annual period of said term and for each renewal term. Any proposed increases in fee must be requested by the Contractor in writing sixty (60) days prior to the anniversary date of the contract. Such increase shall be subject to negotiation between the Department and the Contractor. Notwithstanding the foregoing, fee increases shall be limited to the lower of the percentage increase in the U.S. Department of Labor’s Consumer Price Index for All Urban Customers (CPI-U), Table A, for the preceding twelve (12) months or five percent (5%). For the purposes of clarity, any percentage increase for the renewal terms shall only be applied to the prices in effect during the preceding twelve-month period.

Firm Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Federal ID # _____

Date: _____

Attachment A – Qualifier Response Form

BIDDER'S NAME: _____

The Bidder must complete this form in response to the Qualifying Requirements, as requested in Section II.A, Technical Qualifications – Firm Experience/Exposure, Section II.B. Insurance and Financial Stability as requested in Section II.C.

Part A:

Provide dates your firm has been in the business of providing large-scale data match services:

Provide the information below for one client to demonstrate the three years experience within the past five years in which the system must have been fully operational for a minimum of one year.

Qualifying Client Information

Client Business Name: _____

Client Address: _____

Client Contact Name: _____

Client Phone Number: _____ Client Fax Number: _____

Client E-Mail address: _____

of Files/Records Involved for Matching _____

of Separate Entities Involved in Data Matching _____

Contract Start Date _____ Contract End Date _____

For the Client Qualifier, the Bidder must also provide a narrative as requested in Section II.A which details your firm's experience in the design, development, implementation and operation of large-scale data matches, utilizing electronic file exchange technology; and the firm's experience with multiple entities, including length of time on each large scale data matching project identified in response to this RFP.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

Part B:

Insurance Information

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

Insurance Company Name: _____

Contact Name: _____

Address: _____

Phone Number: _____

The bidder must also attach a certificate of insurance demonstrating that the bidder's company and all staff are insured against financial losses resulting from bidder's employees' actions or other documentation to support this requirement. This certificate should include:

A description of each type of coverage; and

The amount of coverage for each type listed.

Part C:

As Attachment 2, Part C, please provide the required financial statements and other documentation as requested in Section II.C.

Attachment B – Bidder Experience and Reference Form

BIDDER'S NAME: _____

The Bidder must complete one (1) form **for each** contract/reference in response to the requirements outlined in **Section III.A**, Bidder Experience and Reference Requirements. **The 'Qualifying' contract(s) in response to Section II.B must be submitted in response to this Section.**

Note: Bidder should provide information for three (3) contracts and a maximum of two alternate contracts which they have engaged in for data matching services within the past five years. The system for each contract must have been fully operational for a minimum of one year as of the date of bid submission for this RFP. This experience must include the design, development, implementation and operation of a system utilizing electronic file exchange technology.

Client Business Name: _____

Client Address: _____

Client Contact Name: _____

Client Phone Number: _____ Client Fax Number: _____

Client e-mail address: _____

Contract Information:

1. Contract Dates (Month/Year)

Begin Date _____ End Date _____

2. Volume of Files/Records Involved in Data Matching _____

3. Number of Separate Entities Involved in Data Matching _____

4. Type of Entity: Federal State Other – Please describe:

5. Financial Institution Experience:

Matching accounts with multiple financial institutions.

Yes No

Check the box if this is an Alternate Reference

Attachment C – IT Systems Requirements - Security and Confidentiality

BIDDER'S NAME: _____

Use this form as a guideline to address the security and confidentiality requirements as requested in Section III.B.1.

1. The bidder must describe how it will assure the security and confidentiality of the Department's data. The bidder's response will be evaluated to determine if the requirements have been met.
2. The bidder must submit evidence of its existing security programs, policies and procedures which will be evaluated and scored to the extent they demonstrate:
 - a. Programs, policies and procedures used to provide discretionary access control to systems and data. This information should address both physical security and electronic data security.
 - b. Defined roles and responsibilities of all of those using the bidder/contractor's information systems.
 - c. Separate computing environments for test, quality assurance, and production systems.
 - d. Policies, procedures and controls for backup and recovery of data.
 - e. Off-site storage and disaster recovery operations.
 - f. A process and procedure which conforms to federal and state tax law requirements for controlled destruction of system output or other documents containing tax debtor identifying data (name, address, identification numbers, etc.).
 - g. Protection against unauthorized access or disclosure 1) by employees, consultants, and others located at its facilities and 2) from external sources, such as dial-in or via Internet access.
 - h. Processes to monitor the bidder/contractor's compliance with its information security policies, such as internal audit controls and/or independent audit programs.
 - i. Network security controls or programs, such as virus protection, intrusion detection systems, and firewall rules that protect the bidder's information systems from unauthorized access.
 - j. Programs, policies and procedures for the encryption of data in transit and data at rest.
 - k. Programs, policies and procedures for data sanitation.
 - l. Programs, policies and procedures for data breach notification and incident response.

New York State Department of Taxation and Finance
Request for Proposals (RFP) 12-05
Financial Institution Data Match Services

- m. Programs and procedures for vulnerability testing of its networks and applications, including remediation of any vulnerability. This applies to all software applications whether developed in house or by external sources. At a minimum, the vulnerability assessment must test and remediate the CWE/SANS Top 25, a list that prioritizes programming errors.
 - n. Programs, policies and procedures to manage and apply software and operating system updates and patches.
 - o. Programs, policies and procedures for configuration management and version control, with roll back capability and accountability.
 - p. Programs, policies and procedures for the application development lifecycle process, including a well-documented procedure and framework for training programmers in secure coding techniques and conducting code reviews.
3. Also, the bidder must submit a copy of any audits, internal or external, performed within the past three years that cover the requirements set forth in this Section. Summary audit results or redacted audits are acceptable, as necessary, to address confidentiality concerns. Summaries should include information relating to the adequacy of the bidder/contractor's security measures including any deficiencies found.

Attachment D – IT System Requirements - Connectivity

BIDDER'S NAME: _____

Complete this form and provide the required documentation as requested in Technical Proposal Requirements, Section III.B.2.

All files being exchanged between the Contractor and the Department must use an electronic data exchange protocol acceptable to the Department, as described in Section III.B.2. The Department requires this exchange via the internet. File transfer methods that will not be supported by the Department are magnetic tape, email, paper, CD, DVD floppy disc, removable drives and analog and digital dial up, Value Added Network's (VAN) and DSL connections.

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

Part 2. Connectivity

The bidder must provide:

- A detailed narrative describing the bidder's proposed method of electronic data file exchange.
- A detailed narrative describing the bidder's data communication security measures.

Note: Generic system information, white papers and/or promotional material are not sufficient to meet the requirements of this proposal. The bidder must indicate its approach to each of the areas listed above.

Part 2.a Technology Updates

BIDDER AFFIRMATION

The bidder agrees it will make technological changes to meet upgrades to industry supported standards:

Yes

No

Attachment E – File Processing

BIDDER'S NAME: _____

Complete this form as requested in **Technical Proposal Requirements, Section III.B.3, 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. Contractor must store a minimum of twelve (12) generations of scheduled Contractor to DTF Return files.

BIDDER AFFIRMATION

The bidder agrees to adhere to the file exchange schedule and the minimum file back up.

Yes

No

Attachment F – IT Staff

BIDDER'S NAME: _____

Complete this form and provide the required documentation as requested in Technical Proposal Requirements, **Section III.B.4, IT Staff**.

Sufficient staff must be assigned to complete the Development Phase in a timely manner and to provide adequate support during the duration of the contract. The Department would prefer to have continuity of staff from the development phase to ongoing support after certification. Sufficient IT staff must be assigned to communicate and coordinate resolution of any issues that may occur, correct any problems, and implement any changes within two (2) 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.

PART 1

BIDDER AFFIRMATION

The bidder must agree it will assign the requisite staff necessary to develop, test and implement the services requested in the RFP within the time frames detailed under the "Post Award Timetable," and to successfully maintain the IT system during the life of the contract.

Yes No

PART 2

The bidder must submit a narrative which describes the process and procedures in place for notifying customers of issues encountered with the production system. This must include method of notification, identify personnel (roles) involved in the notification, coordination of the resolution, and implementation of the changes needed to resolve the problem.

PART 3

A general staffing plan must be provided. The plan must include the following staffing details; i.e. a listing of titles assigned to the project by the bidder (ex. Project Manager, Applications programmer(s), Network/Communications Specialists, Business Analyst, Testing Staff, other roles as applicable), the number of staff assigned in each of the titles identified, and a general description of the requisite skills required by your organization and/or possessed by staffing in each title (ex., education, professional or technical certifications and years experience for assigned staff).

Attachment G - Insurance

Prior to the commencement of the work to be performed by the contractor hereunder, the contractor shall file with The People of the State of New York, the Department of Taxation and Finance (hereinafter referred to as the "Department"), Certificates of Insurance evidencing compliance with all requirements contained in the contract. Such Certificates shall be of form and substance acceptable to the Department.

BIDDER AFFIRMATION

The bidder agrees it will obtain insurance coverage as defined in Section III. C:

Yes

No