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**Request for Proposals**

**23-101**

**Cigarette Tax Stamps Manufacturing Solution**

**Attachments**

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# Attachment 1 – Bidder’s Checklist

Bids should be submitted with the following Attachments (See Note below) in the manner presented in **Section 8.2. Proposal Submission**.

|  |
| --- |
| **Volume One – Technical Proposal** |
| **Tab 1: Executive Summary** |
|

|  |  |
| --- | --- |
| [ ]  |  Executive Summary |

 |
| **Tab 2: Qualifying Requirements** |
| [ ]  | Attachment A | - | Bidder Attestation Response Form |
|  |  |  |  |
| [ ]  | Attachment B | - | Qualifying Requirements Response Form |
| **Tab 3: Technical Requirements and Secrecy Requirements** |
| [ ]  | Attachment C | - | Heat-Applied Stamps Response Form, including: |
|  |  |  |
|  | [ ]  | Sample of twenty (20) stamps of Bidder’s manufacture that have been affixed to cellophane or polypropylene and twenty (20) stamps of its manufacture that are unaffixed. |
|  | [ ]  | Sample authentication equipment to test the security features demonstrated in the sample stamp submission. |
|  | [ ]  | Instructions/tools necessary to accomplish testing sample stamps. |
|  |  |  |  |
| [ ]  | Attachment D | - | Stamp Types, Roll Layout, Inventory Control and Production Response Form |
| [ ]  | Attachment E | - | Change in Stamp Response Form |
| [ ]  | Attachment F | - | Paper Stock Response Form, including: |
|  |  |  |
|  | [ ]  | Sample of paper provided. |
|  | [ ]  | Name of paper manufacturer provided. |
|  |  |  |  |
| [ ]  | Attachment G | - | Field Tests and Equipment Response Form |
|  |  |  |  |
| [ ]  | Attachment H | - | Laboratory Testing and Witness Testimony Response Form |
|  |  |  |  |
| [ ]  | Attachment I | - | Production Control and Security of Manufacturing Site(s) Response Form |
|  |  |  |  |
| [ ]  | Attachment J | - | Technical Support Response Form |
|  |  |  |  |
| [ ]  | Attachment K | - | Testing Experience Response Form |
|  |  |  |  |
| [ ]  | Attachment L | - | Client Reference Response Form |
| [ ]  | Attachment 16 | - | Secrecy Requirements Response Form  |
| [ ]  | Attachment 17 | - | DTF-202, Tax Information Access and Non-Disclosure Agreement |
| [ ]  | Attachment 18 | - | City of New York – Department of Finance - Agreement to Adhere to the Secrecy and Confidentiality Provisions of the New York City Administrative Code, New York State Tax Law and the Internal Revenue Code |
| **Volume Two– Administrative Proposal** |
| **Tab 1: Cover Letter** |
| [ ]  | Cover Letter as specified in Section 7.2 including: |
|  | [ ]  | The complete name and address of the bidding entity; |
|  | [ ]  | The Federal or Taxpayer Identification Number of the entity; and |
|  | [ ]  | The ten-digit Vendor File ID number (if available) |
|  | [ ]  | An affirmation that the proposal is binding for the required period indicated in RFP Section 7.1.7 |
| [ ]  |  Any Bidder-Proposed Changes to Preliminary Base Contract Terms, if applicable |
| [ ]  |  Request for Exemption from Disclosure, if applicable |
|  |  |
| **Tab 2: Administrative Requirements Response Forms** |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| [ ]  | Attachment 1 | - | Bidder’s Checklist |
| [ ]  | Attachment 3 | - | Staffing Plan  |
| [ ]  | Attachment 4 | - | Vendor Responsibility Response Form |
| [ ]  | Attachment 5 | - | Designation of Prime Contact Response Form |
| [ ]  | Attachment 6 | - | Non-Collusive Bidding Certification |
| [ ]  | Attachment 7 | - | Offerer Disclosure of Prior Non-Responsibility Determinations |
| [ ]  | Attachment 8 | - | Offerer Certification of Compliance with State Finance Law 139-k(5) |
| [ ]  | Attachment 9 | - | Public Officers Law Form |
| [ ]  | Attachment 10 | - | Public Officers Law – Post Employment Restrictions |
| [ ]  | Attachment 11 | - | Encouraging Use of New York State Businesses in Contract Performance |
| [ ]  | Attachment 12 | - | Vendor Assurance of No Conflict of Interest or Detrimental Effect |
| [ ]  | Attachment 13 | - | EO 177 Certification |
| [ ]  | Attachment 14 | - | Sexual Harassment Prevention Certification |
| [ ]  | Attachment 15 | - | EO 16 Certification |
| [ ]  | Attachment 19 | - | New York City Tax Affirmation  |
| [ ]  | Exhibit C | - | New York State Office of the State Comptroller Substitute Form W-9 (if Bidder does not have a New York State ten-digit Vendor ID number) |
| [ ]  | Exhibit D | - | Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement |

|  |
| --- |
| **Volume Three – Financial Proposal** |
|  |  |  |  |
| [ ]  | Attachment 20 | - | Financial Response Form |

**Do not include any additional information or Attachments that attempt to change and/or conflict with the Terms and Conditions of this RFP. Including any such additional information or Attachments may result in the Bid being determined non-responsive and disqualified.**

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

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

Procurement Description, Contract or Bid Number:

**RFP 23-101 Cigarette Tax Stamps Manufacturing Solution**

|  |  |  |
| --- | --- | --- |
| Offerer Name |  |  |
| Offerer Address: |  |  |
| Telephone Number: |  |  |
| Email 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 – Staffing Plan**

**Instructions on Page 2 of this form**

|  |  |  |
| --- | --- | --- |
| **Solicitation No.:**       | **Reporting Entity:**  | **Report includes Contractor’s/Subcontractor’s:**[ ]  Work force to be utilized on this contract[ ]  Total work force |
| **Offerer’s Name:**        | [ ]  Offerer [ ]  Subcontractor |
| **Offerer’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 byRace/Ethnic Identification |  |
| TotalMale(M) | TotalFemale(F) | White | Black | Hispanic | Asian | Native American | Disabled | Veteran |
| (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (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)** |

|  |
| --- |
| **General Instructions:** All Offerers and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (M/WBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor’s and/or subcontractor’s total work force, the Offerer shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor’s and/or subcontractor’s total work force, the Offerer shall complete this form for the contractor’s and/or subcontractor’s total work force. |
| **Instructions for completing:** |  |  |  |  |
|  | 1. Enter the Solicitation number that this report applies to along with the name and address of the Offerer.
2. Check off the appropriate box to indicate if the Offerer completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerers’ total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading ‘Work force by Gender’
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading ‘Work force by Race/Ethnic Identification’. Contact the OM/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.
 |
| **RACE/ETHNIC IDENTIFICATION** |
| Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are: |
|  | **WHITE** | (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. |
|  | **BLACK** | a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa. |
|  | **HISPANIC** | a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race. |
| **ASIAN & PACIFIC** **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 |
|  |  | **M/WBE 101 (Rev 11/08)** |

**Attachment 4 – Vendor Responsibility Response Form**

|  |  |
| --- | --- |
| Bidder’s Name:  |  |

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 in and use the New York State VendRep System, see the VendRep System instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep). For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Bidders opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact one of the Department’s designated contacts.

Please check one of the following:

 [ ]  A Vendor Responsibility Questionnaire has been filed online and has been certified/updated within the last six months.

 [ ]  A Vendor Responsibility Questionnaire is attached to this Bid Proposal.

NOTE: If a Vendor Responsibility Questionnaire has been filed online and has not been certified within the last six months, the Bidder must either update/recertify the online questionnaire or submit a new paper Vendor Responsibility Questionnaire.

**Attachment 5 – Designation of Prime Contact Response Form**

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

|  |  |  |
| --- | --- | --- |
| Bidder Name |  |  |
| Address: |  |  |
| Prime Contact Name: |  |  |
| Title: |  |  |
| Email Address:  |  |  |
| Phone Number: |  |  |
| Authorized Signature: |  |  |
| Printed Name: |  |  |
| Title: |  |  |
| Date: |  |  |
|  |  |  |

**Attachment 6 – Non-Collusive Bidding Certification**

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

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

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

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

|  |  |  |
| --- | --- | --- |
| Bidder Name |  |  |
| Bidder Address: |  |  |
| Authorized Signature: |  |  |
| Name: |  |  |
| Title: |  |  |
|  |  |  |

**Attachment 7 – 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 State Finance 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.

Procurement Description, Contract or Bid Number:

**RFP 23-101 Cigarette Tax Stamps Manufacturing Solution**

|  |  |  |
| --- | --- | --- |
| Offerer Name |  |  |
| Offerer Address: |  |  |
| Phone Number: |  |  |
| Email 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 (4) years? (Please circle):

No Yes

 If “Yes” please answer the following questions:

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

No Yes

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

No Yes

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

|  |  |  |
| --- | --- | --- |
| Government Entity: |  |  |
| Date of Finding of Non-responsibility : |  |  |
| Facts Underlying Finding of Non-Responsibility (Add additional pages as necessary): |  |  |
|  |

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

No Yes

If “Yes” to Question 5, please provide details below:

|  |  |  |
| --- | --- | --- |
| Government Entity: |  |  |
| Date of Termination or Withholding of Contract : |  |  |
| Basis of Termination or Withholding of Contract: |  |  |

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

|  |  |  |
| --- | --- | --- |
| Authorized Signature: |  |  |
| Name: |  |  |
| Date: |  |  |

**Attachment 8 – Offerer 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.

|  |  |  |
| --- | --- | --- |
| Offerer’s Signature: |  |  |
| Date: |  |  |

Procurement Description, Contract or Bid Number:

**RFP 23-101 Cigarette Tax Stamps Manufacturing Solution**

|  |  |  |
| --- | --- | --- |
| Name: |  |  |
| Title: |  |  |
| Offerer Name: |  |  |
| Offerer Address: |  |  |
| Email Address:  |  |  |
| Phone Number: |  |  |
|  |  |  |

**Attachment 9 – Public Officers Law Form**

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

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

4. (a) No statewide elected official, state officer or employee, member of the legislature, legislative employee or political party chairman or firm or association of which such person is a member, or corporation, ten per centum or more of the stock of which is owned or controlled directly or indirectly by such person, shall (i) sell any goods or services having a value in excess of twenty-five dollars to any state agency, or (ii) contract for or provide such goods or services with or to any private entity where the power to contract, appoint or retain on behalf of such private entity is exercised, directly or indirectly, by a state agency or officer thereof, unless such goods or services are provided pursuant to an award or contract let after public notice and competitive bidding. This paragraph shall not apply to the publication of resolutions, advertisements or other legal propositions or notices in newspapers designated pursuant to law for such purpose and for which the rates are fixed pursuant to law.

1. Is the Bidder a New York State officer, employee, or party officer?

YES ☐ NO ☐

1. Are any of the members of Bidder’s firm or corporation, who own or control ten per centum or more of stock, a New York State officer, employee, or party officer?

YES ☐ NO ☐

1. Is the proposed subcontractor (if applicable) a New York State officer, employee, or party officer?

YES ☐ NO ☐

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

|  |  |  |
| --- | --- | --- |
| By *(signature)*: |  |  |
| Name: |  |  |
| Title: |  |  |
| Date: |  |  |
|  |  |  |

**Attachment 10 – Public Officers Law – Post Employment Restrictions**

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

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

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

New York State

Commission on Ethics and Lobbying in Government
540 Broadway
Albany, NY 12207
Telephone #: (518) 408-3976

|  |  |  |
| --- | --- | --- |
| By *(signature)*: |  |  |
| Name: |  |  |
| Title: |  |  |
| Date: |  |  |
|  |  |  |

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

**Attachment 11 – Encouraging Use of New York State Businesses in Contract Performance**

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

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

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

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

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

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

 [ ]  Yes [ ]  No

|  |
| --- |
| *If yes, please identify the New York State businesses that will be used and attach identifying information* |
|  |
| By *(signature)*: |  |  |
| Name: |  |  |
| Title: |  |  |
| Date: |  |  |
|  |

**Attachment 12 – Vendor Assurance of No Conflict of Interest or Detrimental Effect**

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

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

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

official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

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

|  |  |  |  |
| --- | --- | --- | --- |
| By *(Signature):* |  | Name: |  |
| Date: |  |  Title: |  |

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

**Attachment 13 – EO 177 Certification**

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

* all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
* employers with fewer than four employees in all cases involving sexual harassment; and,
* any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

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

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

|  |  |  |
| --- | --- | --- |
| Contractor : |  |  |
|  |  |  |
| By *(signature)*: |  |  |
| Name: |  |  |
| Title: |  |  |
| Date: |  |  |

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

**Attachment 14 – Sexual Harassment Prevention Certification**

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

|  |  |
| --- | --- |
| **Check one:** |  |
| [ ]  | By submission of this Bid, each 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 the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. |  |
|  | OR |  |
| [ ]  | If the Bidder cannot make the above certification, the Bidder must provide a signed statement with their Bid detailing the reasons therefor. |  |

|  |  |  |
| --- | --- | --- |
| Offerer’s Name: |  |  |
| By *(signature)*: |  |  |
| Name: |  |  |
| Title: |  |  |
| Date: |  |  |
|  |  |  |

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

**Attachment 15 – EO 16 Certification**

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](https://www.governor.ny.gov/executive-order/no-16-prohibiting-state-agencies-and-authorities-contracting-businesses-conducting).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

[ ]  1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

[ ]  2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

[ ]  2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

[ ]  3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

|  |  |  |
| --- | --- | --- |
| Vendor Name: |  |  |
| By *(signature)*: |  |  |
| Name: |  |  |
| Title: |  |  |
| Date: |  |  |

# Attachment 16 – Secrecy Requirements Response Form

This form is for the requirements as specified in **RFP** **Section 5. Secrecy Requirements**. With this form, the Bidder must respond to the requirements.

|  |
| --- |
| **5.1. Tax Secrecy and Contractor Non-Disclosure**All persons who have or may have access to confidential tax information, including Contractors, and all Subcontractor(s), if applicable, and the respective employees and agents of each, must adhere to the tax secrecy and confidentiality provisions of the Tax Law and the Internal Revenue Code and not engage in any unauthorized accesses, use, or disclosures of any confidential information.**Response Requirement:** The Bidder must affirm understanding of, and agreement to comply with, this requirement.  |
| [ ]  Yes, the Bidder affirms its understanding of, and agreement to comply with, this requirement. |

|  |
| --- |
| **5.2. Contractor Signature on DTF Non-Disclosure Forms**Bidder must have a representative authorized to bind the organization complete and submit with its Proposal a signed **Tax Information Access and Non-Disclosure Agreement (“DTF-202 Form”)**, attached as **RFP Attachment 17**. **Response Requirement:** The Bidder must affirm understanding of, and agreement to comply with, this requirement.  |
| [ ]  Yes, the Bidder affirms its understanding of, and agreement to comply with, this requirement. |

|  |
| --- |
| **5.3. City of New York – Department of Finance – Agreement to Adhere to the Secrecy and Confidentiality Provisions of the New York City Administrative Code, New York State Tax Law and the Internal Revenue Code**Bidder must have a representative authorized to bind the organization complete and submit with its Proposal a signed **Attachment 18 - City of New York – Department of Finance – Agreement to Adhere to the Secrecy and Confidentiality Provisions of the New York City Administrative Code, New York State Tax Law and the Internal Revenue Code.****Response Requirement:** The Bidder must affirm understanding of, and agreement to comply with, this requirement.  |
| [ ]  Yes, the Bidder affirms its understanding of, and agreement to comply with, this requirement. |

# Attachment 17 – DTF-202, Tax Information Access and Non-Disclosure Agreement

**This form is available at the NYS Department of Taxation and Finance website:**

<https://www.tax.ny.gov/pdf/current_forms/misc/dtf202_fill_in.pdf>





# Attachment 18 – City of New York – Department of Finance - Agreement to Adhere to the Secrecy and Confidentiality Provisions of the New York City Administrative Code, New York State Tax Law and the Internal Revenue Code

**City Tax Information**

The Administrative Code of the City of New York (“Administrative Code”) imposes secrecy restrictions on:

1. All officers, employees and agents of the Department of Finance (“DOF”).
2. Any person engaged or retained by DOF on an independent contract basis.
3. Any depository, its officers, and its employees, to which a return may be delivered.
4. Any person who is permitted to inspect any report or return.
5. Any person who in any manner may acquire knowledge of the contents of any report or return including:
* Contractors and workers hired by DOF to work on its equipment, buildings or premises or to process returns or other papers.
* Visitors to DOF 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 Administrative Code.

Any unlawful disclosure of information by any of the above-mentioned persons is a criminal offense. City officers and employees making unlawful disclosures may be dismissed from office and barred from holding public office for a period of five years.

Social Security and Federal Employer Identification Numbers supplied by taxpayers pursuant to Administrative Code §11-102.1 and contained in information returns including but not limited to Owners Identification Forms are subject to tax secrecy and personal privacy laws and may not be disclosed.

Income and Expense Statements filed by property owners pursuant to Administrative Code §11-208.1 may not be disclosed to persons not authorized by §11-208.1(f) to receive such information.

**Federal and State Tax Information**

Section 6103 of the Internal Revenue Code contains secrecy provisions which apply to federal tax reports and returns. The New York State Tax Law contains secrecy provisions which apply to New York State tax returns and reports. Criminal and civil penalties are imposed on any person who makes an unauthorized disclosure of any information contained in a federal or state tax return or report.

**Computer Files**

Computer files and their contents are covered by the same standards and secrecy provisions of the Administrative Code, New York State Tax Law, and the Internal Revenue Code that apply to physical documents.

 **Vehicle Owners’ Private Information**

Under the federal Drivers’ Privacy Protection Law, 18 U.S.C. §§ 2721-2725, personal information about individuals, received from departments of motor vehicles, may only be accessed for agency purposes and redisclosed for purposes authorized under the law. Such information, located in STARS or any other format, must not be released except as approved or directed after consultation with the Legal Division.

**Audit Selection**

Unauthorized disclosure of confidential audit selection methods developed by DOF is strictly prohibited.

The undersigned has read and understands all of the secrecy and confidentiality provisions provided in this document.

**Subject to the provision below, I certify that I have read this document and acknowledge that the secrecy and confidentiality requirements contained in this document pertain only to certain information disclosed on tax returns, even after my relationship with DOF is terminated.**

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

**CONTRACTOR**

**Contractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(Please Print)**

**A. Definitions**

(1) City tax information shall mean any tax report or return or any other official filing with the Department.

(2) Confidential Information shall mean “Confidential administration information,” “Confidential tax administration information,” “Federal tax information,” “City tax information and “State tax information”.

(3) Confidential administration information shall mean information relating to the past, present or future research, development or business affairs of the Department and any proprietary products, materials, systems, procedures or methodologies.

(4) Confidential tax administration information shall mean any information in the possession of the Department not covered in the preceding paragraphs to the extent such information is known only to employees of the Department and is not of a type made available to others including but not limited to: audit selection tolerances, communications from taxpayers, information on how audits are done, tax compliance, enforcement and audit procedures, settlement criteria or guidelines, internal deliberations of the officers and employees of the Department, and systems documentation for the electronic data processing security operations of the Department including codes, logs and other details relating to the security of those operations.

(5) State tax information shall mean any tax report or return or any other official filing with the New York State Department of Taxation and Finance (State) furnished to the Department by the State.

(6) Federal tax information shall mean any tax return and/or return information furnished to the Department by the Internal Revenue Service.

**B. Adherence to Secrecy Provisions and Security Procedures**

(1) Contractor acknowledges that in the course of this Agreement it will have access to and/or be in possession of Confidential Information of the Department, City tax information, State tax information, Federal tax information, confidential administration information, and confidential tax administration information. Access to all such information shall be restricted to those personnel with a need to know, who are engaged in a permitted use and who have been advised of the terms of this Article. All work will be done under the supervision of the Contractor or the contractor’s employees. Any confidential information, made available in any format, shall be used only for the purpose of carrying out the provisions of this Agreement.

* 1. (2) Tax Secrecy
	2. a. Notice of Secrecy Provisions of the Administrative Code of the City of New York (Administrative Code) and the State Tax Law. Contractor, its employees and all subcontractors and their employees shall be notified in writing of the secrecy provisions of the Administrative Code and the State Tax Law, including, but not limited to, Tax Law Sections697(e) and 1825, which prohibit independent contractors from disclosing tax information in any manner, and understand that the existence and the contents of all tax reports and tax returns, or other information covered by such secrecy provisions may not be divulged or made known in any manner to any unauthorized person. Contractor hereby states that it is aware that violation of these secrecy provisions is punishable by a fine not exceeding $10,000 or imprisonment not exceeding one year, or both.
	3. b. Notice of Secrecy Provisions of Internal Revenue Code (26 USC Section 6103). Contractor, its employees and all subcontractors and their employees shall be notified in writing of the secrecy provisions under the Internal Revenue Code. All employees shall also be notified in writing that such unauthorized divulgence of federal tax information by Contractor and its employees or subcontractors and their employees is punishable as a felony with a fine in an amount not exceeding $5,000 or imprisonment of not more than five years, or both together, plus the cost of prosecution. In addition, unauthorized disclosures may result in an award of civil damages in an amount not less than $1,000.00 with respect to each instance of unauthorized disclosure.
	4. c. When this project is over, and from time to time before its completion, as the Department may determine, the officers and employees of Contractor who view or otherwise have access to the Confidential Information defined herein shall turn over to the Department all written or computerized records of it in any form whatsoever, including computer tapes and/or disks. All spoilage and/or intermediate hard copy printouts that may result during the processing of confidential information will be given to the Department. When this is not possible, the Contractor will be responsible for the destruction of the spoilage and/or intermediate hard copy printouts and must provide the Department with a statement containing the date of destruction, a description of material destroyed, and the method used.
	5. d. Employees of Contractor may not re-release or re-disclose confidential administration information, federal tax information, City tax information, State tax information, and confidential tax administration information to other employees of Contractor or Subcontractor(s) not personally and directly engaged in rendering service on this project. Contractor, its employees or Subcontractor(s) and its employees will make no other disclosure except with the prior written approval of the Department.
	6. e. Contractor will be liable for each of its employees assigned to perform maintenance services hereunder who violate the terms of this a Secrecy Agreement., acknowledging his/her understanding of the secrecy provisions of the Administrative Code of New York City, the State Tax Law, and the Internal Revenue Code and the penalties for improper disclosure. The agreements are to be forwarded to the Department with photocopies maintained at the premises of Contractor/Subcontractor prior to commencement of this Agreement. Secrecy agreements are to be updated as employees are assigned to Contractor for a period of three years following the expiration of this Agreement.
	7. f. Contractor shall be liable for the wrongful disclosure of any information attributable to it or its officers, employees, its subcontractors and its subcontractor’s employees. Contractor shall fully cooperate with the Department in defense of any claims brought against the Department by reason of such wrongful disclosure.

Paragraphs (a) and (b) of this subdivision are intended to give notice to Contractor and its personnel and shall not be deemed to affect or expand the meaning, application or scope of the secrecy provisions therein referred to.

(3) Survival

This section shall survive termination of this Agreement for any reason.

**C. Security Procedures**

In order to ensure that all confidential administration information, confidential tax administration information, federal, State or City tax information (“Confidential Information”) received by Contractor

from the Department is secured and that maximum control over the data is maintained, the following security procedures must be maintained at all times during which Contractor is in possession of such information.

(1) When not in use all Confidential Information must be stored in a separate, restricted area enclosed by slab-to-slab walls within the Contractor processing center, with control and access limited to the minimum number of persons necessary to perform the tasks assigned. A list containing the names and titles of persons with keys to the storage area(s), must be provided to the Department.

(2) Contractor agrees that only authorized personnel will be permitted to access confidential administration information, confidential tax administration information, federal, State and City tax information. A list of such personnel shall be provided to the Department and to the IRS. All Federal, State and City tax information must be accounted for upon receipt and properly stored before, during and after processing. All related or derivative output must be given the same level of protection that is required for the source material. An audit trail of accesses to the information must be maintained and, at a minimum, record log - in attempts, password changes, file creations, changes and/or deletions. Audit trails must be reviewed regularly by authorized supervisory or security personnel who are not regular program users.

(3) While such Confidential Information is resident in computer memory, access to such Confidential Information must be limited to only authorized persons and used only for authorized applications.

(4) Authorized access codes/passwords are required to be employed (and safeguarded) to ensure that access is limited to authorized persons. Access codes/passwords must, at a minimum, be constructed, protected and administered in accordance with federal standards. The current standard is Federal Information Processing Standards Publication (FIPS PUB) 112, “Password Usage.” The system may use any method which uniquely identifies users and requires proof of identify before accessing the system. Identification/authentication must be an auditable function. All computer systems processing, storing, or transmitting confidential information must meet or exceed “C2” computer access protection controls.

(5) Whenever maintenance is to be performed on the computer system, all City and tax data files must be removed to the storage area. If that is not possible, an authorized employee must monitor the activities of the maintenance personnel in order to prevent the unauthorized disclosure of federal, State, or City tax information, confidential administration information or confidential tax administration information.

(6) Contractor must maintain sign in/sign out registers at each entrance to the file and storage areas. Each person entering the restricted file area who is not assigned to the area should sign in ink in the register, his/her name, signature, assigned work area, date and time of entry, and purpose of entry. The person controlling the entrance point should verify the name and signature by checking a valid form of personal identification and enter the time of departure from the area.

(7) Contractor shall not make or permit the making of copies of any written or computerized record of Confidential Information, including computer tapes and/or disks, for any purpose unless authorized by the Department of Finance, the State and the IRS.

(8) Upon completion of this project, Contractor agrees to return to the Department, the State and to the IRS all computer tapes, or at the Department’s or at the IRS’s option, destroy all such tapes. Within ten (10) days of completion of the work required hereunder, Contractor shall deliver to the Department and to the IRS a written statement certifying that all such tapes have been returned or destroyed, identifying each such returned or destroyed tape by tape reel number. Contractor must further certify that all confidential information processed during the performance of this Agreement will be completely purged from all data storage components of its computer facility, and that no output will be retained by Contractor at the time the work is completed. Contractor must also certify that any confidential information in any storage component will be safeguarded to prevent unauthorized disclosures if immediate purging of all data storage components is not possible.

(9) No work involving information furnished under this Agreement may be subcontracted without the specific prior written approval of the Department of Finance.

(10) In addition to any rights of termination the Department may have under the law or this Agreement, the Department shall terminate this Agreement if the Contractor fails to provide the safeguards described above.

The Department reserves the right to inspect Contractor’s premises from time to time to verify Contractor’s compliance with the foregoing security requirements. On the basis of such inspection(s), specific measures may be required in specific cases where Contractor is found to be noncompliant with contractual safeguards.

**(D)** **Employee Awareness**

The Contractor, all Contractor employees, subcontractors and all subcontractor employees must be notified in writing of the foregoing tax secrecy provisions and security procedures.

Said individuals must be notified in writing that there are civil and criminal penalties for unauthorized disclosures that apply even if an unauthorized disclosure is made after their employment with Contractor terminates.

The Contractor, all Contractor employees, subcontractors and all subcontractor employees must subscribe in writing to Section 74 of the Public Officers Law and to the Privacy Act of 1974, 5 U.S.C. 552a, which prohibits an officer or employee of a State agency from disclosing confidential information acquired during the course of carrying out official duties.

# Attachment 19 – New York City Tax Affirmation

The undersigned Proposer or Bidder affirms and declares that said proposer or Bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the Proposer or Bidder to receive public contract except \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Full name of Proposer or Bidder *[below]***

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Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:**

[ ]  A - Individual or Sole Proprietorships

SOCIAL SECURITY NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  B - Partnership, Joint Venture or other unincorporated organization

EMPLOYER IDENTIFICATION NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  C - Corporation

EMPLOYER IDENTIFICATION NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

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

Title

If a corporation place seal here

Must be signed by an officer or duly authorized representative.

\* Under the Federal Privacy Act, the furnishing of Social Security numbers by Bidders or Proposers on City contracts is voluntary. Failure to provide a Social Security number will not result in a bidder’s/proposer’s disqualification. Social Security numbers will be used to identify Bidders, Proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying businesses seeking City contracts.

**Attachment 20 – Financial Response Form**

This form is for the financial proposal requirement as requested in **Section 6. Financial Requirements,** of RFP 23-101.

The price of the Stamp must include all requirements outlined in this RFP including but not limited to: manufacturing and design cost of the Stamp, Stamp design changes, shipping and delivery costs, laboratory testing, witness testimony (including travel) and technical support. NO other add-on costs are permitted.

1. **Heat-Applied Stamp**

The Bidder must complete the chart below for the Bidder’s proposed Stamp as described in the Bidder’s technical proposal.

 As stated above, the cost must be inclusive of all services in the RFP. **NO ADD ON COSTS ARE PERMITTED. The below chart must not be modified or changed.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Stamp Category** | **Stamp Type** | **Layout of Stamps on Roll** | **Size of Roll** | **Price per Thousand Stamps** |
| State | 20s | 15 x 2,000 | 30,000 | $ |
| Joint City/State | 20s | 15 x 2,000 | 30,000 | $ |
| State | 25s | 10 x 1,200 | 12,000 | $ |
| State | 25s | 10 x 720 | 7,200 | $ |
| Joint City/State | 25s | 10 x 1,200 | 12,000 | $ |
| Joint City/State | 25s | 10 x 720 | 7,200 | $ |

1. **Testing Equipment**

The Bidder must complete the chart below providing the cost of equipment necessary for field testing of the Stamps. The chart must include all equipment necessary to authenticate the seven (7) security features required by the Department/City. Completion of the chart does not obligate the Department to procure the item(s) available for testing. Please expand the below chart as needed.

|  |  |  |
| --- | --- | --- |
| **Equipment** | **Description** | **Price per unit** |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |

|  |  |
| --- | --- |
| Bidder Name: |  |
| Authorized Signature: |  |
| Printed Name: |  |
| Title: |  |
| Federal ID #: |  |
| Date: |  |

# Attachment A – Bidder Attestation Response Form

This form is for the Attestation requirement as specified in **Section 3.1. Attestation.**

**The Bidder’s signature below indicates the Bidder has read, understands and agrees to comply with the requirements and provide the Services as specified in this RFP. The Bidder certifies that all information provided in connection with its proposal is true and accurate.**

|  |  |
| --- | --- |
| Bidder Name: |  |
| Authorized Representative: |  |
| Representative’s Signature: |  |
| Title: |  |
| Date: |  |

# Attachment B – Qualifying Requirements Response Form

|  |
| --- |
| **Qualifying Experience Contract Information** |
| The Bidder must submit the required information for two (2) reference contracts demonstrating it meets **Qualifying Requirement 3.2**. The Bidder must complete and submit **Attachment B – Qualifying Requirements Response Form**, providing all information requested therein to demonstrate the required qualifications. The Bidder may submit the information of a third reference contract that meets the **Qualifying Requirement 3.2** as an alternative reference in the event that one of the primary references fails to respond to DTF outreach.NOTE: The Bidder is solely responsible for providing contact information of clients that are readily available to be contacted by DTF and will respond to questions. |
| **Qualifying Requirement 3.2 Reference Contract #1**Expand fields or attach additional sheets as necessary. |
| **Client Name:** |  |
| **Contact Person:** |  |
| **Client Address:** |  |
| **Telephone Number:** |  |
| **Email Address:** |  |
| **Contract Start Date:** |  |
| **Contract End Date (if applicable):** |  |
| **Contract Total Estimated Annual Stamp Volume:** |  |
| **Information regarding the Project that demonstrates your experience, qualifications, and expertise for meeting Qualifying Requirement** **3.2.**(*Qualifying Requirement 3.2:**The Bidder must submit information and references for two (2) contracts that demonstrate experience with the design, manufacture, and delivery of heat-applied cigarette tax stamps.*) |  |
| **Qualifying Requirement 3.2 Reference Contract #2**Expand fields or attach additional sheets as necessary. |
| **Client Name:** |  |
| **Contact Person:** |  |
| **Client Address:** |  |
| **Telephone Number:** |  |
| **Email Address:** |  |
| **Contract Start Date:** |  |
| **Contract End Date:** |  |
| **Contract Total Estimated Annual Stamp Volume:** |  |
| **Information regarding the Project that demonstrates your experience, qualifications, and expertise for meeting Qualifying Requirement** **3.2.**(*Qualifying Requirement 3.2:**The Bidder must submit information and references for two (2) contracts that demonstrate experience with the design, manufacture, and delivery of heat-applied cigarette tax stamps.*) |  |
| **Qualifying Requirement 3.2 Alternative Reference Contract, if Applicable**Expand fields or attach additional sheets as necessary. |
| **Client Name:** |  |
| **Contact Person:** |  |
| **Client Address:** |  |
| **Telephone Number:** |  |
| **Email Address:** |  |
| **Contract Start Date:** |  |
| **Contract End Date:** |  |
| **Contract Total Estimated Annual Stamp Volume:** |  |
| **Information regarding the Project that demonstrates your experience, qualifications, and expertise for meeting Qualifying Requirement** **3.2.**(*Qualifying Requirement 3.2:**The Bidder must submit information and references for two (2) contracts that demonstrate experience with the design, manufacture, and delivery of heat-applied cigarette tax stamps.*) |  |
| **END OF ATTACHMENT B** |

**Attachment C – Heat-Applied Stamps Response Form**

This form is for the requirements as specified in **Section 4.1. Heat-Applied Stamps**. With this form, the Bidder must provide a detailed description of the Stamps to be provided in response to the RFP requirements.

|  |
| --- |
| The description should include:* Each Stamp’s design, shape, layout, etc. that will make the Stamp unique and easy to distinguish between the State Only Stamp, the Joint Stamp, and Stamps from other taxing jurisdictions;
* The colors available for use in each Stamp’s design as well as the type(s) and quality of inks (**Note: The ink shall be highly resistant to fading in sunlight, and shall not bleed, except as a testing feature for anti-counterfeiting.)**;
* Any technological limitations (e.g., maximum/minimum Stamp size, maximum/minimum window size, window colors, numbers and size of alphanumeric characters available, geometric shapes, custom characters, safety tint/watermark color limitations, etc.);
* Security features (overt, semi-covert, and covert) included in the design to deter counterfeiting; and
* The shelf life including any dependencies for rolls in storage and Stamps affixed to cigarette packs.
 |
| **Describe:** *Expand field or attach additional sheets as needed.* |

**Samples at Bid Submission:** In addition to the above requirements, the Bidder must provide with the Bidder’s proposal for evaluation a sample of twenty (20) stamps of its manufacture that have been affixed to cellophane or polypropylene and twenty (20) stamps of its manufacture that are unaffixed. The Department requires that the unaffixed stamps be on the base paper used in the production of the stamps. For this requirement, a total of forty (40) sample stamps must be submitted; the affixed and unaffixed sample stamps provided should contain as many of the following security features as the Bidder is able to demonstrate at the time of submission of its Bid: Roll Numbering, Stamp Numbering, UV Watermark, Taggants, Micro Imaging, Variable Image and Reagent. The Bidder should describe all of the security features included in its sample stamps that are capable of being tested by the Department and also must submit any instructions/tools necessary to accomplish this evaluation (**also see Attachment G. Field Tests and Equipment Response Form**).

[ ]  **Yes, the required sample stamps are provided.**

**Attachment D –** **Stamp Types, Roll Layout, Inventory Control and Production Response Form**

This form is for the requirements as specified in **Section 4.2. Stamp Types, Roll Layout, Inventory Control and Production.** With this form, the Bidder must respond to the requirements.

|  |
| --- |
| The response should describe:1. The center core to be utilized for rolls of Stamps;
2. The ability to track the quantity of Stamps remaining on a roll after the stamping agents have affixed a portion of them to the cigarette packages;
3. The inventory control method that will be utilized to properly account for all Stamps from manufacture to receipt at the Department’s designated site or destruction in compliance with the requirements set forth in **Section 2. Scope of Services** (e.g., roll numbering, missing serial numbers etc.); and
4. How missing Stamps and Stamps “not in circulation” will be tracked.
 |
| **Describe:** *Expand field or attach additional sheets as needed.* |

**Attachment E – Change in Stamp Response Form**

This form is for the requirements as specified in **Section 4.3. Change in Stamp**. With this form, the Bidder must respond to the requirements.

|  |
| --- |
| The response should describe:1. The process utilized to accommodate a change that is determined to be necessary by the Department (i.e., roll size, Stamp color, etc.); and
2. The Bidder’s ability to change the features of the Stamp including, but not limited to: colors, printing, security features, inks, chemicals, paper, and any other elements of the Stamp, or manufacture an entirely new Stamp quickly and easily.
 |
| **Describe:** *Expand field or attach additional sheets as needed.* |

**Attachment F – Paper Stock Response Form**

This form is for the requirements as specified in **Section 4.4. Paper Stock**. The Bidder must provide a sample of the paper and must respond to the requirements.

|  |
| --- |
| The response should:1. Describe the paper’s quality, color, strength, ability to resist wrinkles, and the identifiable security features which will permit analysis to establish the paper’s authenticity; and
2. Describe how the Bidder will account and certify that each production run has met all requirements.

In addition, the Bidder **must provide the** **name of the manufacturer(s)** of the paper stock with the response.  |
| **Describe:** *Expand field or attach additional sheets as needed.* |

[ ]  **Yes, the required sample of paper is provided.**

[ ]  **Yes, the name of the manufacturer(s) of the paper stock is provided below:**

|  |
| --- |
|  |

**Attachment G** **– Field Tests and Equipment Response Form**

This form is for the requirements as specified in **Section 4.5. Field Tests and Equipment**. With this form, the Bidder must describe the method/process of Stamp authentication.

|  |
| --- |
| The description should include:1. The types of devices that would be used including, but not limited to, device specifications, size of the device, instructions for proper use, reliability, upgrades/updates and warranty information; and
2. The reagent product which will be used by Department personnel to authenticate the Stamps including, but not limited to, instructions for proper use, size, precautions, etc.

The Bidder should describe all of the security features included in its sample stamps that are capable of being field tested by the Department and also must submit any instructions/tools necessary to accomplish field testing. The Bidder must provide the Department with sample authentication equipment, at no additional cost, to test as many of the seven (7) security features required by the RFP as the Bidder can demonstrate in its sample stamp submission with its Bid. The Bidder should also describe the testing equipment needed for any of the seven (7) required security features that are not in the sample stamps. After Contract award and before the testing of the Initial Order, the Bidder must provide two (2) sets of the testing equipment, at no additional cost, for the Department to test the seven (7) required security features in the Stamps.Upon Bidder’s request, any sample equipment provided by the Bidder will be returned to the Bidder, after Contract award. *Note: Please submit the Globally Harmonized System (GHS) Safety Data Sheet (SDS) for the Reagent, if applicable.* |
| **Describe:** *Expand field or attach additional sheets as needed.* |

**Attachment H –** **Laboratory Testing and Witness Testimony Response Form**

This form is for the requirements as specified in **Section 4.6. Laboratory Testing and Witness Testimony**. With this form, the Bidder must respond to the requirements.

|  |
| --- |
| The response should:1. Provide details on how the laboratory testing results will be reported and how those records will be furnished to the Department. The description should include a timeline, type of report to be prepared, etc.; and
2. Describe the Bidder’s process for providing witness testimony regarding the authenticity--or lack thereof—of any Stamps provided by the Department/City to the Contractor for analysis.
 |
| **Describe:** *Expand field or attach additional sheets as needed.* |

**Attachment I –** **Production Control and Security of Manufacturing Site(s) Response Form**

This form is for the requirements as specified in **Section 4.7. Production Control and Security of Manufacturing Site(s)**. With this form, the Bidder must describe its production control and the security of its manufacturing site.

|  |
| --- |
| The description should include:1. Security measures employed at the location(s) where paper, ink, and other materials used in the manufacturing process are stored, specifying the location(s), and security measures employed during their shipment to the manufacturing location(s);
2. Security measures employed at the location(s) where the Stamps are manufactured;
3. How resources are used to secure the manufacturing facility(ies) (e.g., access cards);
4. Inventory control method employed;
5. A summary of the Contractor’s Disaster Recovery Plan\*; and
6. Security measures employed at any back-up location(s) that may be used, including every location referred to in the Bidder’s Disaster Recovery Plan.

**\*Please note DTF will enter into a Non-Disclosure Agreement to obtain a summary of the Contractor’s Disaster Recovery Plan, if necessary.**  |
| **Describe:** *Expand field or attach additional sheets as needed.* |
| **Manufacturing Site Details\*:** | **Lease** [ ]   | **Own** [ ]   |
| **Location (City, State):** |  |
| **If more than one, Location (City, State):** |  |
| **Terms of Lease (if Applicable):** |  |
| ***\*******Throughout the term of the Agreement, the Contractor must maintain and utilize a manufacturing site(s) located in the United States.***  |

**Attachment J – Technical Support Response Form**

This form is for the requirements as specified in **Section 4.8. Technical Support**. With this form, the Bidder must respond to the requirements.

|  |
| --- |
| The response should:1. Provide details regarding the instruction, training, and support the licensed stamping agents and their employees will receive to properly set up, maintain, and operate the stamping machinery;
2. Identify the types of support available and any restrictions including, but not limited to: hours available, response time, etc.; and
3. Describe the process for addressing any issues with application and/or adhesion, including the timeframe in which the Contractor will provide on-site support if required due to Stamp adherence issues.
 |
| **Describe:** *Expand field or attach additional sheets as needed.* |

**Attachment K – Testing Experience Response Form**

This form is for the requirements as specified in **Section 4.9. Testing Experience**. The Bidder should provide evidence of heat-applied cigarette tax stamp testing on USI and REDSTAMP machines completed by an outside entity (such as the Bidder’s customer). The test results should meet the transfer accuracy and authentication standard described in **Section 1.4. Testing and Acceptance of Contractor’s Stamps After Contract Award**.

|  |
| --- |
| With this form, the Bidder should: Provide the testing results for heat-applied cigarette tax stamps including, but not limited to, details on the testing performed (e.g., type of stamps, machines tested on, etc.) and a detailed report of the findings.  |
| *Expand field or attach additional sheets as needed.* |

# Attachment L – Client Reference Response Form

|  |
| --- |
| **References – Bidder Capacity - Client Information** |
| This form is for the requirements as specified in **Section 4.10. References – Bidder Capacity**. The Bidder should submit three (3) client references from three (3) distinct contracts that demonstrate the capacity to design, manufacture, and securely deliver heat-applied cigarette tax stamps. The Bidder may utilize the qualifying contracts submitted in response to **Section 3. Qualifying Requirements** of this RFP as part of its response to this requirement. The Department/City is particularly interested in the Bidder’s prior experience with volumes of 100 million annually, or greater. The Department/City will also evaluate, but will give less weight to, other volumes.Bidders should provide information for client references including contact names, e-mail addresses, etc., who are readily available to be contacted by the Department and capable of responding to questions.The Bidder may submit the information of a fourth reference contract as an alternative reference in the event that one of the primary references fails to respond to DTF outreach. |
| **Client Reference Contract #1**Expand fields or attach additional sheets as necessary.*(If applicable, check the appropriate box below.)*[ ]  Use Qualifying Requirement 3.2 Reference Contract #1 |
| **Client Name:** |  |
| **Contact Person:** |  |
| **Client Address:** |  |
| **Telephone Number:** |  |
| **Email Address:** |  |
| **Contract Start Date:** |  |
| **Contract End Date:** |  |
| **Contract Total Estimated Annual Stamp Volume:**  |  |
| **Information regarding the Contract that demonstrates your ability to meet Technical Requirement 4.10. References – Bidder Capacity**(*Technical Requirement 4.10.:**The Department/City is particularly interested in the Bidder’s prior experience with volumes of 100 million annually, or greater. The Department/City will also evaluate, but will give less weight to, other volumes.)* |  |
| **Client Reference Contract #2**Expand fields or attach additional sheets as necessary.*(If applicable, check the appropriate box below.)*[ ]  Use Qualifying Requirement 3.2 Reference Contract #2 |
| **Client Name:** |  |
| **Contact Person:** |  |
| **Client Address:** |  |
| **Telephone Number:** |  |
| **Email Address:** |  |
| **Project Start Date:** |  |
| **Project End Date:** |  |
| **Contract Total Estimated Annual Stamp Volume:**  |  |
| **Information regarding the Contract that demonstrates your ability to meet Technical Requirement 4.10. References – Bidder Capacity**(*Technical Requirement 4.10.:**The Department/City is particularly interested in the Bidder’s prior experience with volumes of 100 million annually, or greater. The Department/City will also evaluate, but will give less weight to, other volumes.)* |  |
|  **Client Reference Contract #3**Expand fields or attach additional sheets as necessary.*(If applicable, check the appropriate box below.)*[ ]  Use Qualifying Requirement 3.2 Alternative Reference Contract |
| **Client Name:** |  |
| **Contact Person:** |  |
| **Client Address:** |  |
| **Telephone Number:** |  |
| **Email Address:** |  |
| **Project Start Date:** |  |
| **Project End Date:** |  |
| **Contract Total Estimated Annual Stamp Volume:**  |  |
| **Information regarding the Contract that demonstrates your ability to meet Technical Requirement 4.10. References – Bidder Capacity**(*Technical Requirement 4.10.:**The Department/City is particularly interested in the Bidder’s prior experience with volumes of 100 million annually, or greater. The Department/City will also evaluate, but will give less weight to, other volumes.)* |  |
| **Client Reference Alternative Contract, if Applicable** Expand fields or attach additional sheets as necessary. |
| **Client Name:** |  |
| **Contact Person:** |  |
| **Client Address:** |  |
| **Telephone Number:** |  |
| **Email Address:** |  |
| **Project Start Date:** |  |
| **Project End Date:** |  |
| **Contract Total Estimated Annual Stamp Volume:**  |  |
| **Information regarding the Contract that demonstrates your ability to meet Technical Requirement 4.10. References – Bidder Capacity**(*Technical Requirement 4.10.:**The Department/City is particularly interested in the Bidder’s prior experience with volumes of 100 million annually, or greater. The Department/City will also evaluate, but will give less weight to, other volumes.)* |  |
| **END OF ATTACHMENT L**  |