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**Request for Proposals**

**23-102**

**Financial Institution Data Match Services**

**Attachments**

**Table of Contents**

[Attachment 1 – Bidder’s Checklist 3](#_Toc150161506)

[Attachment 2 – Offerer Understanding of, and Compliance with, Procurement Lobbying Guidelines 5](#_Toc150161507)

[Attachment 3 – Staffing Plan 6](#_Toc150161508)

[Attachment 4 – Vendor Responsibility Response Form 8](#_Toc150161509)

[Attachment 5 – Designation of Prime Contact Response Form 9](#_Toc150161510)

[Attachment 6 – Non-Collusive Bidding Certification 10](#_Toc150161511)

[Attachment 7 – Offerer Disclosure of Prior Non-Responsibility Determinations 11](#_Toc150161512)

[Attachment 8 – Offerer Certification of Compliance with State Finance Law 139-k(5) 13](#_Toc150161513)

[Attachment 9 – Public Officers Law Form 14](#_Toc150161514)

[Attachment 10 – Public Officers Law – Post Employment Restrictions 15](#_Toc150161515)

[Attachment 11 – Listing of Proposed Subcontractors Form 16](#_Toc150161516)

[Attachment 12 – Encouraging Use of New York State Businesses in Contract Performance 17](#_Toc150161517)

[Attachment 13 – Vendor Assurance of No Conflict of Interest or Detrimental Effect 18](#_Toc150161518)

[Attachment 14 – EO 177 Certification 19](#_Toc150161519)

[Attachment 15 – Sexual Harassment Prevention Certification 20](#_Toc150161520)

[Attachment 16 – EO 16 Certification 21](#_Toc150161521)

[Attachment 17 – DTF-202, Tax Information Access and Non-Disclosure Agreement 22](#_Toc150161522)

[Attachment 18 – Acknowledgement of Confidentiality of IRS Tax Return Information and Internal Revenue Code Selected Confidentiality Provisions Pertaining to Contractors (Technology Services) 24](#_Toc150161523)

[Attachment 19 – Financial Response Form 28](#_Toc150161524)

[Attachment A – Bidder Attestation Response Form 30](#_Toc150161525)

[Attachment B – Experience and Reference Response Form 31](#_Toc150161526)

[Attachment C – Qualifying Insurance Response Form 35](#_Toc150161527)

[Attachment D – Implementation Plan Response Form 36](#_Toc150161528)

[Attachment E – Outreach Plan Response Form 37](#_Toc150161529)

[Attachment F – Organization and Staffing Plan Response Form 38](#_Toc150161530)

[Attachment G – IT System Requirements Response Form 39](#_Toc150161531)

[Attachment H – Secrecy Requirements Response Form 41](#_Toc150161532)

# Attachment 1 – Bidder’s Checklist

|  |  |
| --- | --- |
| **Volume One** | |
| **Tab 1 – Executive Summary** | |
| **Tab 2 –** **Qualifying Requirements** | |
|  | Attachment A – Bidder Attestation Response Form |
|  | Attachment B – Experience and Reference Response Form |
|  | Attachment C – Qualifying Insurance Response Form |
| **Tab 3 – Technical Requirements** | |
|  | Attachment D – Implementation Plan Response Form |
|  | Attachment E – Outreach Plan Response Form |
|  | Attachment F – Organization and Staffing Plan Response Form |
|  | Attachment G – IT System Requirements Response Form |
|  | Attachment H – Secrecy Requirements Response Form |
| **Volume Two** | |
| **Tab 1 –****Cover Letter** | |
|  | Cover Letter, including:  The complete name and address of the bidding entity  The Federal or Taxpayer Identification Number of the entity  The ten-digit Vendor File ID number (if available)  An affirmation that the Proposal is binding for the required period indicated in RFP **Section 6.1.7**. |
|  | Official authorized signature to bind the Bidder to Proposal provisions |
|  | Bidder-Proposed Changes to 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’s 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 – Listing of Proposed Subcontractors Form |
|  | Attachment 12 – Encouraging Use of New York State Businesses in Contract Performance |
|  | Attachment 13 – Vendor Assurance of No Conflict of Interest or Detrimental Effect |
|  | Attachment 14 – EO 177 Certification |
|  | Attachment 15 – Sexual Harassment Prevention Certification |
|  | Attachment 16 – EO 16 Certification |
|  | Attachment 17 – DTF-202, Tax Information Access and Non-Disclosure Agreement |
|  | Attachment 18 – Acknowledgement of Confidentiality of IRS Tax Return Information and Internal Revenue Code Selected Confidentiality Provisions Pertaining to Contractors (Technology Services) |
|  | Exhibit F – Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement |
| **Volume Three** | |
|  | Attachment 19 – Financial Response Form |

***[Remainder of Page Intentionally Left Blank]***

**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 23-102 Financial Institution Data Match Services**

|  |  |  |
| --- | --- | --- |
| 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 by  Race/Ethnic Identification | | | | | | | | | |  | | | | |
| Total  Male  (M) | Total  Female  (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](mailto: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 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: |  |  |
| Fax: |  |  |
| 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 23-102 Financial Institution Data Match Services**

|  |  |  |
| --- | --- | --- |
| 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 23-102 Financial Institution Data Match Services**

|  |  |  |
| --- | --- | --- |
| 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 – Listing of Proposed Subcontractors Form

Complete this form for the Subcontractor requirement as requested in **Section 6.2.17.** The Bidder must identify all Subcontractors to be utilized for any resultant Contract, their Employer Identification Number (EIN) and the services that they will perform.

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

*Expand form if necessary.*

**Attachment 12 – 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 13 – 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 14 – 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 15 – 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 16 – 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)[[1]](#footnote-1).

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.

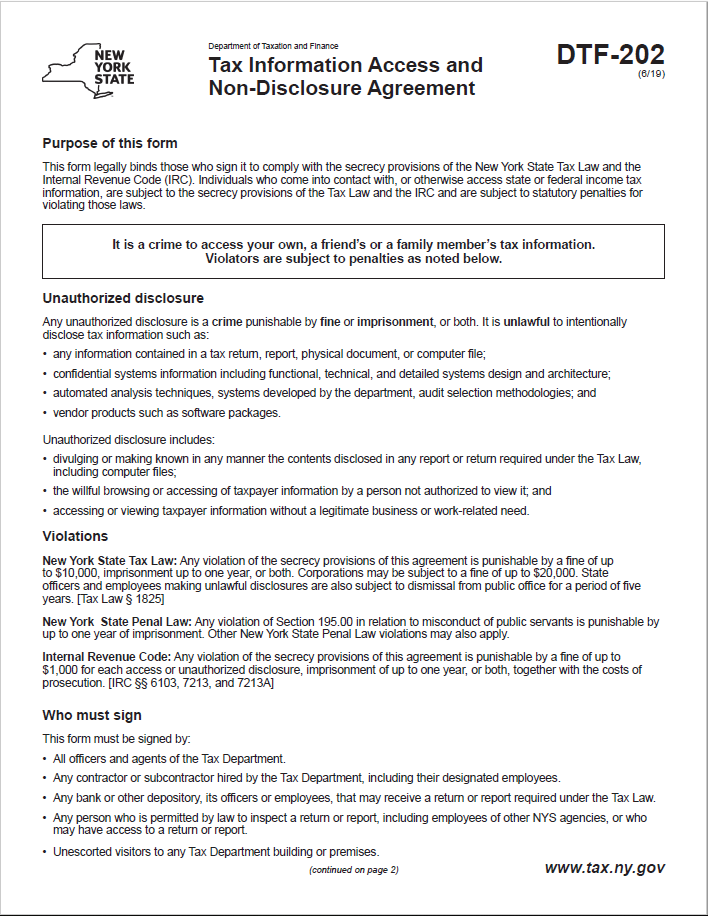
The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

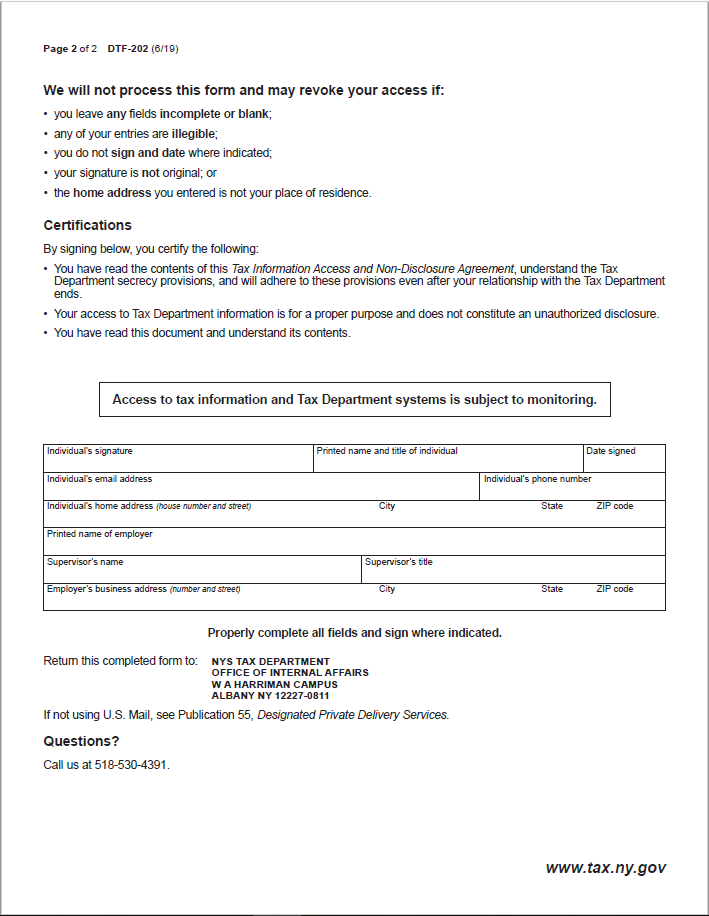
|  |  |  |
| --- | --- | --- |
| Vendor Name: |  |  |
| By *(signature)*: |  |  |
| Name: |  |  |
| Title: |  |  |
| Date: |  |  |

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

Pursuant to IRS Publication 1075, Safeguards for Protecting Federal Tax Returns and Return Information, all contractors who receive, transmit, process, access or store Federal Tax Information on behalf of the Department must acknowledge understanding of criminal and civil sanctions under the Internal Revenue Code and comply with the requirements set forth herein.

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

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by their employees with the following requirements:

1. All work will be done under the supervision of the contractor or the contractor's employees.
2. The contractor and the contractor’s employees with access to or who use Federal Tax Information (FTI) must meet the background check requirements defined in IRS Publication 1075.
3. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
4. All returns and return information will be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output will be given the same level of protection as required for the source material.
5. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of their computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or their designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or their designee with a statement containing the date of destruction, description of material destroyed, and the method used.
7. All computer systems receiving, processing, storing, accessing, protecting and/or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
8. No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
9. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
10. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC §§ 7213 and 7431 and set forth at 26 CFR § 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC §§ 7213A and 7431 and set forth at 26 CFR § 301.6103(n)-1.
3. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of their employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.
4. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency’s security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRC §§ 7431, 7213 and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure and Exhibit 5, Civil Damages for Unauthorized Disclosure of IRS Publication 1075). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See [Section 1.8](#_1.8_Reporting_Improper), Reporting Improper Inspections or Disclosures of IRS Publication 1075) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. DATA INCIDENT RESPONSE

The contractor will:

1. Cooperate with and exchange information with agency officials, as determined necessary by the agency, in order to effectively report and manage a suspected or confirmed breach.
2. Properly encrypt FTI in accordance with IRS Publication 1075 and other applicable policies and to comply with any agency-specific policies for protecting FTI.
3. Complete regular training on how to identify and report a breach;
4. Report a suspected or confirmed breach in any medium or form, including paper, oral and electronic, as soon as possible and without unreasonable delay, consistent with the agency's incident management policy;
5. Maintain capabilities to determine what FTI was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access FTI and identify the initial attack vector; Allow for an inspection, investigation, forensic analysis and any other action necessary to ensure compliance with IRS Publication 1075, the agency's breach response plan and to assist with responding to a breach; Identify roles and responsibilities, in accordance with IRS Publication 1075 and the agency's breach response plan; and, explain that a report of a breach shall not, by itself, be interpreted as evidence that the contractor or its subcontractor failed to provide adequate safeguards for FTI.

IV. INSPECTION

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

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The undersigned on behalf of the Company, acknowledges and understands the penalty provisions of Sections 6103, 7213 and 7431 and 7213A of the Internal Revenue Code (“IRC Penalty Provisions”), agrees to comply with the above requirements, and assumes responsibility to inform every individual, subcontractor, employee and agent who may be granted access to Federal Tax Information of the IRC Penalty Provisions and all requirements set forth above.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Signed: |  | | | | | Date: |  | |
| Printed Name: | |  | | | | |  | |
| Title: |  | | | | | |  | |
| Company Name: | | |  | | | |  | |
| Address: |  | | | | | | | |
| City: |  | | | State: |  | | Zip Code: |  |

**Attachment 19 – Financial Response Form**

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

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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | | | | | |
| **One-time Development Fee** | | | **$** | |  | | |  |
| **Quarterly Match Fee** | | | **$** | |  | | |  |
|  | | | | | | | | |
| **System Enhancement Services – Post Development Fees:** | | | | | | | | |
|  | **Project Manager Rate** | **$** | |  | | **Per Hour** | *(HBITS Maximum Rate $114.58)* | |
|  | **Programmer Rate** | **$** | |  | | **Per Hour** | *(HBITS Maximum Rate $99.90)* | |
|  | **Tester Rate** | **$** | |  | | **Per Hour** | *(HBITS Maximum Rate $87.08)* | |
|  |  | | | | | | | |

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

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

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

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

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

**Attachment A – Bidder Attestation Response Form**

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

**The Bidder’s signature below indicates the Bidder has read, understands and agrees to 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 – Experience and Reference Response Form

|  |  |  |  |
| --- | --- | --- | --- |
| The Department will contact all client references provided on this **Attachment B** to evaluate the Bidder’s past performance related to the design, development and implementation of data matching services such as those requested by this RFP, and ongoing support of the services provided over the duration of the contract. The Bidder is solely responsible for providing references that are readily available to be contacted by the Department and will respond to reference questions.  Expand fields and attach additional sheets as necessary. | | | |
| **Qualifying Experience Client Information** | | | |
| **Bidder Name:** |  | | |
| The Bidder must provide client information in response to RFP **Section 2.2, Qualifying Experience**.  2.2. *DTF is seeking Proposals from firms with a minimum of three (3) years’ experience within the past five (5) years in the design, development, implementation, and operation of a Large-Scale Data Matching service, as defined in Appendix C. RFP Glossary. This experience must have been gained prior to Proposal submission, and must have been obtained from one client. In addition, the Bidder’s experience must be with a system that was fully operational, that utilized electronic file exchange technology, and where the project milestones and deliverables were met.*  *The Bidder must submit the information of one (1) reference client demonstrating it meets the Qualifying Requirement 2.2. The Bidder must provide all information requested herein for demonstrating the required qualifications. The information provided will be verified by the Department.*  *The Bidder may submit the information of a second reference client that meets the Qualifying Requirement 2.2 as an alternate reference in the event that the primary reference 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.* | | | |
| **Reference Client #1 (Primary)** | | | |
| **Client Business Name:** | |  | |
| **Client Address:** | |  | |
| **Contact Person:** | |  | |
| **Client Phone Number:** | |  | |
| **Client Fax Number:** | |  | |
| **Client Email Address:** | |  | |
| **Client Type:** | | **Government** | **Other**  Please Describe: |
| **Contract Start Date:** | |  | |
| **Contract End Date:** | |  | |
| **Volume of Records Involved in Data Matching:** | |  | |
| **Number of Separate Entities Submitting Records for the Data Matching:** | |  | |
| **More Than 100 Financial Institutions submitting Records for Data Matching?** | | **Confirmed** | |
| **Alternate Reference Client #1 (Optional)** | | | |
| **Client Business Name:** | |  | |
| **Client Address:** | |  | |
| **Contact Person:** | |  | |
| **Client Phone Number:** | |  | |
| **Client Fax Number:** | |  | |
| **Client Email Address:** | |  | |
| **Client Type:** | | **Government** | **Other**  Please Describe: |
| **Contract Start Date:** | |  | |
| **Contract End Date:** | |  | |
| **Volume of Records Involved in Data Matching:** | |  | |
| **Number of Separate Entities Submitting Records for the Data Matching:** | |  | |
| **More Than 100 Financial Institutions submitting Records for Data Matching?** | | **Confirmed** | |
| **Additional Bidder Experience Client Information** | | | |
| In response to RFP **Section 3.1, Bidder Experience and Reference Requirements**, the Bidder should provide client information for up to two (2) additional contracts in which they provided data matching services within the past five (5) years. This experience should include the design, development, implementation and operation of a system utilizing electronic file exchange technology.   * 1. *The Department is particularly interested in the Bidder’s prior Large-Scale Data Matching experience and/or their experience working with government clients and data matching with Financial Institutions. The Department will also evaluate, but will give less weight to, other experience.* | | | |
| **Reference Client #2** | | | |
| **Client Business Name:** | |  | |
| **Client Address:** | |  | |
| **Contact Person:** | |  | |
| **Client Phone Number:** | |  | |
| **Client Fax Number:** | |  | |
| **Client Type:** | | **Government** | **Other**  Please Describe: |
| **Client Email Address:** | |  | |
| **Contract Start Date:** | |  | |
| **Contract End Date:** | |  | |
| **Volume of Records Involved in Data Matching:** | |  | |
| **Number of Separate Entities Submitting Records for the Data Matching:** | |  | |
| **More Than 100 Financial Institutions submitting Records for Data Matching?** | | **Confirmed** | |
| **Reference Client #3** | | | |
| **Client Business Name:** | |  | |
| **Client Address:** | |  | |
| **Contact Person:** | |  | |
| **Client Phone Number:** | |  | |
| **Client Fax Number:** | |  | |
| **Client Email Address:** | |  | |
| **Client Type:** | | **Government** | **Other**  Please Describe: |
| **Contract Start Date:** | |  | |
| **Contract End Date:** | |  | |
| **Volume of Records Involved in Data Matching:** | |  | |
| **Number of Separate Entities Submitting Records for the Data Matching:** | |  | |
| **More Than 100 Financial Institutions submitting Records for Data Matching?** | | **Confirmed** | |
| **END OF ATTACHMENT B** | | | |

**Attachment C – Qualifying Insurance Response Form**

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

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

|  |  |
| --- | --- |
| **Qualifying Insurance Response Form** | |
| Expand fields or attach additional sheets as necessary. | |
| **Insurance Company Name(s):**  I*ncluding a description of each type of coverage; and the effective dates for each type*  ***Qualifying Requirement 2.3:***  *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.*  *Response Requirement:*  *The Bidder must complete* ***Attachment C - Qualifying Insurance Response Form*** *to provide its current insurance information, including information describing the coverage and effective dates.* |  |

**Attachment D – Implementation Plan Response Form**

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

|  |
| --- |
| As a part of their Preliminary Implementation Plan, the Bidder should submit a timeline assuming a project start date of June 1, 2024 and completion within four months after the approval of a contract by OSC. The Preliminary Implementation Plan should identify major activities, and should include the following milestones:   * Delivery of the Final Comprehensive Implementation Plan; * Completion of the development of the FIDM services; * Completion of the testing and acceptance of the FIDM services; and * Operational implementation of the FIDM services.   The Preliminary Implementation Plan should demonstrate the Bidder’s ability to:   * Work within the project schedule, achieve milestones, and provide deliverables in a timely manner; * Communicate with the DTF Project Manager regarding changes or issues that may arise during the execution of Services; * Communicate with the OITS Project Manager regarding any technical issues that may arise during the execution of Services; and * Resolve problems which impact the delivery of services. Bidder should describe the process and procedures in place for notifying DTF of issues encountered with the production system. This description should include the method of notification, identify personnel (roles) involved in the notification, coordination of the resolution, and implementation of the changes needed to resolve the problem. |
| **Describe:** *Expand field or attach additional sheets as needed.* |

**Attachment E – Outreach Plan Response Form**

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

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| 1. The Outreach Plan should, at minimum, detail and address their methods and strategies for:  * Researching and identifying FIs that are subject to participation per Federal and State FIDM laws; * Making initial contact with FIs; * Initiating the participation process (e.g., MOA and match reporting submission) with cooperative FIs; * Resolving conflicts with FIs attempting to refuse to participate in the program; * Interfacing and troubleshooting independently of DTF through maintaining sufficient knowledge of the FIDM law, regulations, and program practices/procedures so that the Contractor can address any concerns/questions received from the FIs before reporting to and involving DTF. The Department will expect the Contractor to provide attorneys, if determined necessary by the Department, to respond to legal issues brought to this program by attorneys of the FIs; and * Maintaining and updating an accurate contact list of all participating FIs, trade associations, and other participating business entities, including any changes that result from mergers, closures, and other industry changes.  1. The Bidder should also provide available examples of any outreach and/or advertising materials they intend to utilize during the lifetime of any awarded Contract. 2. The Bidder should agree that it will, on an annual basis, confirm that the contact person(s) for each FI is still accurate. See **Exhibit 6 – Financial Institution Data Match Set-Up Sheet**. |
| **Describe:** *Expand field or attach additional sheets as needed.* |

**Attachment F – Organization and Staffing Plan Response Form**

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

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| **The Plan should include the following:**   * **An organizational chart and contact information for the project showing the names of the Bidder’s project manager, all key staff, and all proposed subcontractors. The chart should show reporting relationships and lines of communication; and** * **A staffing chart showing the various phases of the FIDM project and the names and titles of the key staff as they are involved in the various phases of the project.** |
| **Describe:** *Expand field or attach additional sheets as needed.* |

**Attachment G – IT System Requirements Response Form**

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| **1. Security and Confidentiality** |
| The Bidder should submit a narrative describing how it will assure the security and confidentiality of the Department’s data, as outlined in **Section 3.7.1.** The Bidder’s response will be evaluated to determine if the requirements have been met. |
| The Bidder should submit evidence of its existing security programs, policies, and procedures. This evidence should demonstrate:   1. Programs, policies, and procedures used to provide discretionary access control to systems and data. This information should address both physical security and electronic data security. 2. Defined roles and responsibilities of all of those using the Bidder/Contractor's information systems. 3. Separate computing environments for test and production systems. 4. Policies, procedures, and controls for backup and recovery of data. 5. Off-site storage and disaster recovery operations. 6. A process and procedure which conforms to federal and NYS tax law requirements for controlled destruction of system output or other documents containing Tax Debtor identifying data (name, address, identification numbers, etc.). 7. Protection against unauthorized access or disclosure 1) by employees, consultants, and others located at its facilities and 2) from external sources, such as dial-in or access via the Internet. 8. Processes to monitor the Bidder/Contractor's compliance with its information security policies, such as internal audit controls and/or independent audit programs. 9. Network security controls or programs, such as virus protection, intrusion detection systems, and firewall rules that protect the Bidder’s information systems from unauthorized access. 10. Programs, policies, and procedures for the encryption of data in transit and data at rest. 11. Programs, policies, and procedures for data sanitation. 12. Programs, policies, and procedures for data breach notification and incident response. 13. Programs and procedures for vulnerability testing of its networks and applications, including remediation of any vulnerability. This applies to all software applications whether developed in-house or by external sources. At a minimum, the vulnerability assessment must test and remediate the CWE/SANS Top 25, a list that prioritizes programming errors. 14. Programs, policies, and procedures to manage and apply software and operating system updates and patches. 15. Programs, policies, and procedures for configuration management and version control, with roll back capability and accountability. 16. Programs, policies, and procedures for the application development lifecycle process, including a well-documented procedure and framework for training programmers in secure coding techniques and conducting code reviews.   The Bidder should identify the location where DTF and FI data will be stored, and where any analytical work will be performed.  The Bidder should submit a copy of any audit, internal or external, performed within the past three years that cover the requirements set forth in this Section. Summary audit results or redacted audits are acceptable, as necessary, to address confidentiality concerns. Summaries should include information relating to the adequacy of the Bidder’s security measures including any deficiencies found. The Bidder should provide a description of the progress of its remediation activities if deficiencies had been reported.  **Please note, generic system information, white papers and/or promotional material are not sufficient to meet the requirements of this Proposal.** |
| **Describe:** *Expand field or attach additional sheets as needed.* |

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| **2. Connectivity** |
| The Bidder should provide:   * A detailed narrative describing the Bidder’s proposed method of electronic data file exchange; and * A detailed narrative describing the Bidder’s data communication security measures.   **Please note, generic system information, white papers and/or promotional material are not sufficient to meet the requirements of this Proposal.** |
| **Describe:** *Expand field or attach additional sheets as needed.* |

**Attachment H – Secrecy Requirements Response Form**

This form is for the requirements as specified in RFP **Section 4. Tax Secrecy: Non-Disclosure Forms, Record Keeping & Training Requirements**.

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| **4. Secrecy Requirements** |
| **Response Requirement:**  The Bidder must affirm understanding of, and agreement to comply with, the requirements in **Section 4. Tax Secrecy: Non-Disclosure Forms, Record Keeping & Training Requirements.** |
| Yes, the Bidder affirms its understanding of, and agreement to comply with, these requirements. |
| Bidder confirms they have submitted (1) a signed **Tax Information Access and Non-Disclosure Agreement (“DTF-202 Form”)**, attached as **Attachment 17**, and (2) a signed **Acknowledgement of Confidentiality of IRS Tax Return Information and Internal Revenue Code Selected Confidentiality Provisions Pertaining to Contractors (Technology Services) (“IRS Tax Secrecy Acknowledgment Form – Technology Services”)**, attached as RFP **Attachment 18.** |

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| **Contractor Signature on DTF Non-Disclosure Form** |
| Contractor must have a representative authorized to bind the organization complete and submit with its Proposal: (1) a signed **Tax Information Access and Non-Disclosure Agreement (“DTF-202 Form”)**, attached as **Attachment 17**, and (2) a signed **Acknowledgement of Confidentiality of IRS Tax Return Information and Internal Revenue Code Selected Confidentiality Provisions Pertaining to Contractors (Technology Services) (“IRS Tax Secrecy Acknowledgment Form – Technology Services”)**, attached as RFP **Attachment 18**.  **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. |

1. https://www.governor.ny.gov/executive-order/no-16-prohibiting-state-agencies-and-authorities-contracting-businesses-conducting [↑](#footnote-ref-1)