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**Request for Proposals**

**23-102**

**Financial Institution Data Match Services**

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**Schedule of Events**

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| Issuance of RFP | November 9, 2023 |
| Deadline for Filing Offerer Understanding of, and Compliance with, Procurement Lobbying Guidelines Form (**Attachment 2**) | November 22, 2023 |
| Deadline for Submission of Questions | November 22, 2023 |
| Department Response to Bidder Questions | December 7, 2023 |
| Proposals Due | December 28, 2023By 2:00 PM ET |
| Notification of Intent to Award | February 22, 2024 |
| Deadline for Contract Signature | March 14, 2024 |
| Anticipated Contract Start Date | May 2024 |
| Anticipated Completion of Implementation | Four Months |

**Preface**

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

New York State (“NYS”) Finance Law § 139-j(6)(b) requires that the Department of Taxation and Finance (“Department” or “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. Information related to the Procurement Lobbying Law and DTF guidelines can be found on the Department’s website at: <http://www.tax.ny.gov/about/procure>.

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

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| --- |
| DESIGNATED CONTACTS FOR INQUIRIES AND SUBMISSIONS |
| NYS Department of Taxation and Finance Bureau of Fiscal Services, Procurement Unit Designated Contacts:Kevin BrownellYafei CaoAmber AlexanderRFP-related questions and inquiries must be submitted via email at BFS.Contracts@tax.ny.gov or via fax to 518-435-8413. **No other method of inquiries will be accepted.** **Administrative issues pertaining to sending/receiving email through the designated mailbox may be reported to one of the designated contacts listed above at 518-530-4484.****Procurement Website:** <https://www.tax.ny.gov/about/procure/current-bid-opportunities.htm> |

Contacting individuals other than the designated contacts listed above may result in the disqualification of the Bidder’s Proposal – please refer to the Procurement Lobbying Law and the guidelines posted on the Department’s procurement website at: <http://www.tax.ny.gov/about/procure>, and additional requirements in **Section 6. Administrative Requirements**.

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

## Proposal Questions/Inquiries

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

Email: bfs.contracts@tax.ny.gov

Fax: 518-435-8413

Questions submitted by Bidders should be in a Word document in the following format:

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

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

## RFP Amendments/Announcements

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

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

## Response to Bidder Questions and Requests for Clarification

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

## Submission of Proposals

The Bidder must submit their Proposal as instructed in **Section 7. Proposal Content and Submission Requirements**. Proposals will be evaluated in accordance with the scoring criteria set forth in **Section 8.3**. **Proposal Ranking, Contract Award, and Point Distribution**.

## Contract Signing

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

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

Bidders may propose language amending **Exhibit A** that does not materially change the requirements of the RFP. All objections, proposed changes, and/or additions to the terms and conditions (“Bidder-Proposed Changes”) of **Exhibit A** must be identified in the Bidder’s Proposal. Therefore, if there are specific terms a Bidder wishes to be considered for inclusion in the final Base Contract, they **must** be submitted in response to **Section 6.2.18 Bidder-Proposed Changes to Preliminary Base Contract Terms**.

**Note: The Department is under no obligation to include in the final Agreement any Bidder-Proposed Changes, or to negotiate from, any Bidder-supplied documents. The Department reserves the right to require a Bidder to withdraw any and all such proposed terms or documents or parts thereof, as necessary.**

## Contract Term

The Department will award one (1) Contract to the successful Bidder. The Contract will become valid and effective only upon its approval by both the Attorney General (AG) and the Office of the State Comptroller (OSC). Upon receiving the last such approval, the Contract term will commence and thereafter continue for a period of five (5) years.

This Contract may be renewed or modified only upon agreement of the Parties. Such renewal or modification shall be accomplished through written amendment and may require the approval of the New York State Attorney General and the Office of the State Comptroller.

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**RFP Key Points**

1. **Read the RFP in its entirety.** Note key items such as critical dates, Services required, and Proposal submission requirements.
2. **RFP Glossary of Terms.** Definitions for certain terms in this document can be found in **Appendix C. RFP Glossary**.
3. **Note the name, address, phone numbers and email address of the designated contacts.** These are the only individuals that you are permitted to contact regarding this RFP.
4. **Review the DTF website prior to submission of a Proposal.** Only the DTF website will contain all amendments and/or addenda to the RFP, including responses to written questions. It is the Bidder’s responsibility to check the Department’s website periodically for any updates. Note that all applicable amendments and/or addenda information must be incorporated into the Bidder’s Proposal. Failure to include such information may result in disqualification or a reduced technical score.
5. **Take advantage of the question and answer period.** Submit your questions by one of the methods identified by the date listed in the Schedule of Events. Responses and copies of the questions will be posted on the Department’s Procurement website at: <http://www.tax.ny.gov/about/procure>.
6. **Provide complete answers/descriptions.** To ensure you are not disqualified from Proposal evaluation, thoroughly read all RFP requirements and provide complete responses. Use **all** forms provided to submit your response. Vague or incomplete responses to requirements may result in a disqualification or a reduced technical score.
7. **Review the RFP document and your Proposal.** Make sure all requirements are addressed and all copies, including electronic copies, are identical and complete.
8. **Package your Proposal as required in the RFP.** Make sure your Proposal conforms to the packaging requirements. Proposals not packaged accordingly may be deemed non-responsive.
9. **Submit your Proposal on time.** Except as specified in **Section 6.1.16**, Proposals received after the date and time in the Schedule of Events will not be considered for award and may be returned, unopened, to the sender.

# Introduction

## Purpose

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

## Program Review

DTF is responsible for the collection of tax revenue and the provision of associated services in support of government operations in New York State (NYS). In fulfilling its responsibilities, the Department collects and accounts for approximately $119 billion in state and local taxes; , processes almost 25 million returns, registrations, and associated documents; and oversees the local property tax administration. The Department also manages the New York State Treasury, which provides investment and cash management services to various state agencies and public benefit corporations, and acts on the Commissioner’s behalf as the joint custodian of the State’s general checking account.

The Civil Enforcement Division (CED) of DTF is charged with the collection of unpaid NYS tax debts. When voluntary efforts to collect these debts have been exhausted and appeal rights have expired, CED can commence collection actions which can include, but are not limited to, issuing tax warrants, levies, income executions, and seizing real and personal property. Approximately 1.2 million debts are eligible for such collection actions each quarter.

## Background

NYS Tax Law, Article 36 § 1701, as amended in April 2022, contained in this RFP as **Exhibit 1**, requires Financial Institutions (FI) that do business in NYS to participate in the development and operation of a data match service in conjunction with the Commissioner or the Commissioner’s authorized designee using data exchanges to identify non-exempt assets of Tax Debtors. For each Tax Debtor identified, the FI will provide the name, address, social security number or other taxpayer identification number, and all account numbers and balances in each account. This matching process is conducted quarterly.

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

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

Accordingly, two (2) methods are permitted:

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

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

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

A matching program enabled by this legislation and using the methods described has been in place since 2009. The Department currently has agreements with approximately 900 FIs doing business in NYS who are matching on a quarterly basis, with approximately 600 FIs per quarter yielding one or more matches.

## Scope of Services

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

* Establish, expand, and maintain an inventory of FIs doing business in New York State and provide the inventory and updates to the Department. The Department will provide the Contractor with the name, address, contact information, match method, match schedule, and file transfer preference for all FIs currently participating in the program;
* Obtain signatures on a Memorandum of Agreement (MOA) between DTF and FIs that have not signed an MOA. For the FIs that have signed an MOA, the Contractor will obtain signatures on a new or replacement MOA if circumstances dictate a need as determined by DTF;
* Ensure that all of Contractor’s employees and FIs using Method 2 complete form DTF-202, New York State Department of Taxation and Finance Agreement to Adhere to the Secrecy Provisions of the Tax Law and the Internal Revenue Code, and maintain copies of such forms for inspection at the request of the Department;
* Contact each FI and establish the data connections and file requirements necessary to perform the match based on the individual needs of each FI. A wide range of file formats and media will be included and must be accommodated. The successful Bidder must be prepared to process files on any media used by the FIs, including but not limited to, encrypted CD-ROMs, diskettes, and electronic transmission via secure FTP for data matching with DTF;
* Resolve any conflicts with FIs attempting to refuse to participate in the program. Interface and trouble-shoot, independently of DTF, through maintaining sufficient knowledge of the FIDM law, regulations, and program practices/procedures so that the Contractor can address any concerns/questions received from the FIs before reporting to and involving DTF. The Department will expect the Contractor to provide attorneys, if determined necessary by the Department, to respond to legal issues brought to this program by attorneys of the FIs;
* Keep all information obtained from the Department and the FI confidential and prohibit any employee, agent or representative from disclosing that information to anyone other than the FI or DTF;
* Ensure all computer systems used to receive, process, store, or transmit Federal Tax Information meet the requirements of IRS Publication 1075;
* Work with NYS Office of Information Technology Services (OITS) staff to establish the necessary data connections and file format to obtain the file of individuals and businesses and to return a single file as referenced in **Section 3.7.5** to DTF;
* Perform the data match function with all participating FIs on a quarterly basis in accordance with the date and time agreed upon in the MOA between the FI and DTF. During the development phase, the Department will establish a schedule of file transfers to be mutually agreed upon by DTF and the Contractor for the electronic transmission of files between the Department and the Contractor;
* Work with the FIs to resolve technical difficulties that impact the FI’s ability to participate in the match program;
* Work with FIs to ensure accuracy in the matching process including, but not limited to, distinguishing between EINs and SSNs when providing the required account holders ID, ensuring the account balance indicator field is populated, and ensuring the account balance field has a value;
* Ensure that the file returned to DTF includes values in all required fields; and
* If not selected for contract award for a contract replacing the Contract resulting from this RFP, implement the approved disengagement plan.

## Implementation

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

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

## Cover/Substitute Services

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

# Qualifying Requirements

Only qualified entities may submit a Proposal in response to this RFP. A qualified entity is defined as one that meets all of the following **Qualifying Requirements**:

* 1. **Attestation**

The Bidder is required to certify that all information provided in connection with its Proposal is true and accurate. The Bidder is required to attest it has read, understands and agrees to provide the services as specified in RFP 23-102.

**Response Requirement**

The Bidder must complete **Attachment A – Bidder Attestation Response Form**.

* 1. **Qualifying Experience**

DTF is seeking Proposals from firms with a minimum of three (3) years’ experience within the past five (5) years in the design, development, implementation, and operation of a Large-Scale Data Matching service, as defined in **Appendix C. RFP Glossary**. This experience must have been gained prior to 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.

**Response Requirement**

The Bidder must submit the information of one (1) reference client demonstrating it meets the **Qualifying Requirement 2.2**. The Bidder must provide this information on **Attachment B – Experience and Reference Response Form**. 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.**

* 1. **Qualifying Insurance**

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

**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.

# Technical Requirements

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

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

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

1. **Bidder Experience and Reference Requirements**

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

**Response Requirement (10 Points):**

The Bidder should provide up to two (2) references on **Attachment B – Experience and Reference Response Form** demonstrating its experience in providing 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. **Implementation Plan**

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

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

**Response Requirement (15 Points):**

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

1. **Outreach Plan**

The Bidder must develop, execute, and maintain a comprehensive outreach plan to be utilized following the initial Implementation. The Outreach Plan will be used to recruit and encourage participation by all applicable FIs during the life of the contract.  The outreach plan must include strategies for the research and identification of FIs not yet participating in the FIDM program and facilitate participation with those identified FIs.  The Bidder must demonstrate a thorough understanding of the FIDM subject matter and its ability during outreach to interface independently with FIs and resolve potential conflicts.  The Bidder should also present potential outreach and advertising materials that the Bidder intends to utilize as part of their proposed plan.  The final version of all outreach and advertising material will be subject to Department review and approval. See **Exhibit 6 – Financial Institution Data Match Set-Up Sheet.**

**Response Requirement (5 Points):**

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

1. **Reporting**

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

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

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

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

1. **Organization and Staffing Plan**

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

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

**Response Requirement (3 Points):**

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

1. **Disengagement**

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

The Bidder must agree to:

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

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

1. **IT System Requirements**

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

* + 1. **Security and Confidentiality**

The Bidder must demonstrate its ability to assure the security, confidentiality, and integrity of the Department's data in accordance with **Exhibit 3 – Security, Confidentiality and Integrity of Data**, other federal and state tax law provisions, as well as generally accepted industry information security policies, procedures, and standards. The Contractor will be required to sign a confidentiality agreement as set out in **Section 4** of this RFP. In addition, the Contractor must have policies, procedures, controls, and software in place which, at a minimum, ensures both physical security and data security.

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

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

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

* + 1. **Data Security**

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

* + 1. **Connectivity**

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

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

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

* HTTPS (browser or compatible clients - pickup and drop off at Department servers only, port 443)
* SFTP (SSH/FTP) using minimum 2048bit key based authentication (port 22)
	+ 1. **Technology Upgrades**

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

* + 1. **File Processing**

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

**Response Requirement (17 Points):**

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

# Tax Secrecy: Non-Disclosure Forms, Record Keeping & Training Requirements

This section outlines and defines the Department’s Tax Secrecy Requirements under which the Contract must be conducted.

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4. 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.

* 1. **Contractor Signature on Non-Disclosure Forms**

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 **RFP 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**.

* 1. **Disclosure List of Personnel with Access**

Within thirty (30) days of execution of the Contract, Contractor shall send to DTF Office of Risk Management at the address set forth in the “Secrecy & Non-Disclosure List” form attached as **RFP Exhibit H** the names of each employee, agent, Subcontractor and any other person who, during the Contract term, will perform work under the Contract or otherwise have access to state or federal tax information (herein, the “Secrecy & Non-Disclosure List” or “List”). The List should include all person(s) who will enter onto DTF premises, even if not directly involved in providing services or accessing tax information, and include all information requested on the “Secrecy & Non-Disclosure List” form attached as **RFP Exhibit H**.

The List must be updated and sent to the Department every six (6) months to provide current information for the duration of the Contract.

* 1. **Non-Disclosure Forms and Requirements for Individuals**

Contractor shall: (1) require each individual included on the Secrecy & Non-Disclosure List, as updated throughout the Contract term, to sign the DTF-202 Form prior to granting the individual any access to DTF’s information and (2) collect all original, completed, signed forms and send them to the address provided on the DTF-202 Form.

In addition, the Contractor is required to inform every individual subcontractor, employee or agent who may be granted access to Federal Tax Information of the penalty provisions of Sections 6103, 7431, 7213, and 7213A of the Internal Revenue Code (IRC), and specifically alert them to the criminal and civil sanctions set forth in the **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”)** (**RFP Attachment 18**).

* 1. **Training Requirement and Record Keeping**

Contractor will require each individual included on the Secrecy & Non-Disclosure List, as updated throughout the Contract term, to complete the Access and Disclosure Training for Non-DTF Employees, accessible via the Department’s website by navigating to https://www.tax.ny.gov/about/procure (-->Information -->Disclosure Requirements) and clicking on the link to “DTF Annual Access and Disclosure Training” prior to granting each individual access to the Department’s information. Upon completion of the training, each individual must sign and date an acknowledgement (last page of the Contractor Training Materials) setting forth their date of completion.

The Contractor Training Materials are updated by DTF annually and a new training course must be completed each year by all individuals on the List each year as the new year’s Contractor Training Materials become available at the website address above.

Contractor and Subcontractor(s) shall maintain records of the annual acknowledgment(s) of completion of the Contractor Training Materials by their respective employees and agents for the duration of the Contract. Contractor and Subcontractor(s) will record the dates of each individual’s completion of training on the List, and when it is updated, and provide updated training completion information to DTF upon request.

**Response Requirement:**

The Bidder must respond to the requirements of this section by completing **Attachment H –Secrecy Requirements Response Form, Attachment 17 - DTF-202, Tax Information Access** **and Non-Disclosure Agreement**, and **Attachment 18 – Acknowledgement of Confidentiality of IRS Tax Return Information and Internal Revenue Code Selected Confidentiality Provisions Pertaining to Contractors (Technology Services)**.

# Financial Requirements

Fees are to be provided by the Bidder on **Attachment 19 - Financial Response Form**. A Bidder’s failure to provide a complete pricing response will result in the Bidder’s Proposal being deemed non-responsive. Bidders must provide all pricing information requested on **Attachment 19 and must not modify or change the Attachment.** Any pricing information or add-on costs that do not conform to the presentation allowed on **Attachment 19** cannot be evaluated, will be disregarded as extraneous, and cannot be charged to the Department after award of a Contract.

1.

## One-time Development Fee

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

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

## Quarterly Match Fee

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

Example:

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

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

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

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

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

## System Enhancement Services Fees – Post Development Fees

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

Hourly rates submitted on **Attachment 19** will not exceed those for equivalent titles at the “Expert-Level” skill demand stated on the NYS Office of General Services (OGS) Hourly-Based Information Technology Services (HBITS) contracts. The “Expert-Level” skill demand for the required titles are defined as follows:

|  |  |  |
| --- | --- | --- |
| **Skill Level** | **Definition** |  |
| Expert | 84+ months experience. Is able to provide guidance to large teams and/or has extensive industry experience and is considered at the top of his/her field. |  |
| **Title** | **Definition** | **HBITS Maximum Hourly Rate** |
| Project Manager | Plans, organizes and integrates cross-functional information technology projects that are significant in scope and impact. | $114.58 |
| Programmer | Creates computer software. May specialize in one area of computer software or may write code for many kinds of Software | $99.90 |
| Tester | Conducts automated and manual tests to ensure that the software created/upgraded performs as necessary and meets the user requirements. Develops and maintains user and technical documentation and project process documentation for application teams. Understands the view of applications and/or technology and is able to put procedures in a logical sequence | $87.08 |

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

 <https://online.ogs.ny.gov/purchase/snt/awardnotes/7301223158can.HTM>

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

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

In the event that proposed and preliminarily agreed to designs, concepts, methods, approaches, etc. are determined by DTF to require additions, deletions, modifications, enhancements (i.e., Changes) or otherwise need to be reworked prior to Final Certification to achieve the RFP Requirements, such Changes will be documented via the Change Control Procedure set forth in **Appendix D**, and made at no additional cost to DTF.

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

## Cost Increases

The Fees provided on **Attachment 19** will not be increased during the first year of the five-year term. Thereafter, fees may be increased for each subsequent annual period of said term, 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 (4) months preceding the anniversary date of the contract. If at any time the above index is discontinued or becomes unavailable, the Department reserves the right to implement a comparable index.

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

**Response Requirement (50 Points):**

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

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

# Administrative Requirements

1. 1. **Administrative Proposal Conditions**

With the submission of a response to this Request for Proposals, the Bidder agrees to the Proposal conditions outlined in this Section.

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6. 1. 1. **Issuing Entity**

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

* + 1. **Solicitation**

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

* + 1. **Liability**

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

* + 1. **Proposal Ownership**

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

* + 1. **Proposal Security**

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

Public inspection of the bids is regulated by the Freedom of Information Law (Article 6 of the New York State Public Officers Law (“Public Officers Law”)). The bids are presumptively available for public inspection. If this would be unacceptable to a Bidder, the Bidder should apply to the Department for trade secret protection for those portions of the bid which the Bidder believes would qualify for such exemption under the Public Officer’s Law.

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

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

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

* + 1. **Timely Submission**

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

* + 1. **Proposal Effective Period**

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

* + 1. **Proposal Opening**

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

* + 1. **Bidder Proposal Clarification**

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

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

* + 1. **Proposal Evaluation and Selection**

Submitted Proposals may be reviewed and evaluated by any personnel or agents of the State, other than one associated with a competing Bidder.

* + 1. **Contract Negotiations and Authorized Negotiators**

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

* + 1. **Bidder Notification of Intent to Award**

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

* + 1. **Proposal Review and Contract Approval**

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

* + 1. **Debriefing Sessions**

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

* + 1. **Bid Protest Policy**

The procedures for handling protests of Bid awards are set forth in **Appendix B - Bid Protest Policy**.

* + 1. **Reserved Rights**

The State reserves the right to exercise the following:

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

With the submission of a response to this Request for Proposals, the Bidder agrees to all contract conditions outlined in this Section except that Bidders may propose changes to the terms of the **Preliminary Base Contract** (**Exhibit A**) only as allowable in **6.2.18** and in accordance with the instructions set forth therein.

* + 1. **Appendix A**

**Appendix A – Standard Clauses for New York State Contracts** (dated June 2023) will be incorporated, in its entirety, into any Agreement resulting from this RFP.

* + 1. **Payments**

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

* + 1. **Public Announcements**

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

* + 1. **New York State Vendor File**

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

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

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

For more information on the vendor file please visit the following website:

<https://www.osc.state.ny.us/state-vendors/portal/enroll-vendor-self-service-portal>

* + 1. **Contractor Requirements and Procedures for Participation by New York State-Certified Minority and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women**

**New York State Law**

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

**Business Participation Opportunities for MWBEs**

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

* + 1. **Equal Employment Opportunity Requirements**

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

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

The Contractor shall submit **Attachment 3 – Staffing Plan** to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete Attachment 3 and submit it as part of their Bid or Proposal or within a reasonable time, as directed by the Department.

If awarded a Contract, the respondent shall submit **Exhibit G – Workforce Utilization Report**, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Department on a quarterly basis during the term of the Contract.

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

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

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

* + 1. **Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Business Enterprises**

Article 3 of the New York State Veterans’ Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. The Department of Taxation and Finance recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of the contracts.

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

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

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

* + 1. **Permission to Investigate**

In the event that the State determines it necessary to investigate evidence relative to a possible or actual 1) crime or 2) breach of confidentiality or security, Contractor and its Subcontractors (if any) shall cooperate fully with the State to the extent permitted by law to investigate and identify the responsible individuals. Contractor and its Subcontractors shall, to the extent permitted by law, make their employees and all relevant records, including personnel records and employee photographs, available to State and/or other Investigators upon request by the State.

* + 1. **Workers’ Compensation and Disability Benefits Certifications**
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Sections 57 and 220 of the New York State Workers’ Compensation Law (WCL) provide that the State shall not enter into any contract unless proof of workers’ compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with the State, successful Bidders will be required to verify for the State, on forms authorized by the New York State Workers’ Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. Any questions relating to either workers’ compensation or disability benefits coverage should be directed to the State of New York Workers’ Compensation Board, Bureau of Compliance at (518) 462-8882 or (866) 298-7830. Failure to provide verification of either of these types of insurance coverage by the time an Agreement is ready to be executed will be grounds for disqualification of an otherwise successful Proposal.

The successful Bidder must submit the following documentation within a reasonable period after notification of tentative award:

1. Proof of Workers’ Compensation Coverage:

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

1. Form C-105.2 – Certificate of NYS Workers’ Compensation Insurance Coverage issued by private insurance carrier (or Form U-26.3 issued by the State Insurance Fund); or
2. Form SI-12 – Certificate of NYS Workers’ Compensation Self-Insurance Coverage (or Form SIG-105.2 Certificate of Participation in Workers’ Compensation Group Board-Approved Self-Insurance); or
3. Form CE-200 – Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage.
4. Proof of Disability Benefits Coverage:

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

1. Form DB-120.1 – Certificate of Insurance Coverage under the NYS Disability and Paid Family Leave Benefits Law; or
2. Form DB-155 – Certificate of Self-Insurance Coverage under the NYS Disability and Paid Family Leave Benefits Law; or
3. Form CE-200 – Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage.

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

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

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

* + 1. **Cover Letter**

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

The cover letter must include the following:

* The complete name and address of the bidding entity;
* The Federal or Taxpayer Identification Number of the entity;
* The ten-digit Vendor File ID number (if available); and
* An affirmation that the Proposal is binding for the required period indicated in **Section 6.1.7**.
	+ 1. **Vendor Responsibility Questionnaire**

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

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

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

Bidders must complete a Vendor Responsibility Questionnaire. Bidders are invited to file the required Vendor Responsibility Questionnaire online via the OSC New York State VendRep system or may choose to complete and submit a paper questionnaire. To enroll and use the New York State VendRep system, see the VendRep system instructions available at: [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep). 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 ITSERVICEDESK@OSC.NY.GOV. Bidders opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact one of the Department’s designated contacts.

Bidders that have filed a Vendor Responsibility Questionnaire online that has been certified/updated within the last six (6) months or Bidders opting to file online must complete **Attachment 4 – Vendor Responsibility Response Form**. If a Vendor Responsibility Questionnaire has been filed online and has not been certified within the last six months, the Bidder must either update/recertify the online questionnaire or submit a new paper Vendor Responsibility Questionnaire.

Bidders filing paper questionnaires must submit a copy of the completed questionnaire with their Proposals.

* + 1. **Designation of Prime Contact**

The Bidder is required to designate an individual as the prime contact for the Bidder’s Proposal. The designated individual must be 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.

**The Bidder must complete and submit the** **Attachment 5 – Designation of Prime Contact Response Form.**

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

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

**The Bidder must complete and submit** **Attachment 6 – Non-Collusive Bidding Certification.**

* + 1. **Procurement Lobbying**

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

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

1. Offerer Disclosure of Prior Non-Responsibility Determinations

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

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

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

**Bidder must complete and submit the** **Attachment 7 – Offerer Disclosure of Prior Non-Responsibility Determinations.**

1. Offerer’s Certification of Compliance with State Finance Law §139-k(5)

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

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

**Each Bidder must complete and submit** **Attachment 8 – Offerer’s Certification of Compliance with State Finance Law** §**139-k(5).**

* + 1. **Ethics Compliance**

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

The Bidder must complete and submit **Attachment 9 – Public Officers Law Form and Attachment 10 – Public Officers Law – Post Employment Restrictions** which addresses business or professional activities by current or past state officers and employees and party officers. These forms shall be made part of the resultant Agreement.

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

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

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

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

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

Vendors may call the Department at 1-518-485-2889 for any and all questions relating to Section 5-a of the Tax Law and relating to a company’s registration status with the Department. For additional information and frequently asked questions, please refer to DTF Publication 223 (Questions and Answers Concerning Tax Law Section 5-a) available at the Department’s website: <http://www.tax.ny.gov> under the heading “Forms and Guidance”.

* + 1. **Prime Contractors/Subcontractors**

If any subcontracting is allowed with respect to any of the Services to be provided hereunder, the successful Bidder shall act as Prime Contractor under the Agreement, and shall be held solely responsible for contract performance by the Bidder, its partners, officers, employees, Subcontractors and agents. The Bidder shall be responsible for payment of all Subcontractors and suppliers, including all third-party service providers contracted by or through the Bidder in performance of the Agreement. No subcontracting is allowed in the data match services under the Contract resulting from this RFP.

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

Proposed Subcontractors must be identified at the time of Proposal submission and are subject to the approval of the State.

The State requires a list of Subcontractors who will be utilized for the performance of services under any resultant contract as well as a description of the services to be subcontracted. This information must be provided on the **Attachment 11 – Listing of Proposed Subcontractors Form**.

* + 1. **Bidder-Proposed Changes to Preliminary Base Contract Terms**

Proposals must conform to the terms and conditions set forth in this RFP and the **Exhibit A – Preliminary Base Contract**. Any Bidder-Proposed Changes(s) to terms and conditions set forth in **Exhibit A – Preliminary Base Contract,** must be provided in the Bidder’s Administrative Proposal, and presented as described below. Material deviations to required terms and conditions set forth (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection.

The Bidder must attach any Bidder-Proposed Change(s) to the terms and conditions of **Exhibit A – Preliminary Base Contract** with Volume Two, Tab 1 of its Proposal submission. See **Section 7.1** for **Proposal Content and Organization**.

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

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

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

Acceptance and/or processing of the Proposal shall not constitute written acceptance of Bidder-Proposed Change(s) or a waiver of the State’s right set forth in **Section** **6**. Failure to object to any terms identified in **Exhibit A – Preliminary Base Contract**, shall be deemed to constitute acceptance thereof by the Bidder.

* + 1. **Request for Exemption from Disclosure**

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

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

To obtain trade secret protections, the Bidder must submit with its response in Volume Two, Tab 1 of its Proposal submission (see **Section 7.1** for **Proposal Content and Organization)**, a letter specifically identifying the page number, line or other appropriate designation of the information that is trade secret and explain in detail why such information is a trade secret and should be exempt from disclosure.

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

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

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

**Form B** shall be provided to OSC and CS as set forth in OSC Bulletin G-226; the Bulletin may be found on-line at:

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

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

By mail: New York State Department of Taxation and Finance

 Office of Budget and Management Analysis

 Procurement Services Unit

 W. A. Harriman State Office Building Campus

 Albany, NY 12227

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

Fax: 518-435-8413

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

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

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

* “consulting services contract” includes any contract entered into by a State agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health and mental health services; accounting, auditing, paralegal, legal, or similar services.
	+ 1. **Encouraging use of New York State Business in Contract Performance**

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

**The Bidder must complete and submit** **Attachment 12 – Encouraging Use of New York State Business in Contract Performance.**

* + 1. **Assurance of No Conflict of Interest**

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

**The Bidder must complete and submit** **Attachment 13 – Vendor Assurance of No Conflict of Interest or Detrimental Effect.**

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

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

**The Bidder must complete and submit Attachment 14 – EO 177 Certification.**

* + 1. **Sexual Harassment Prevention Certification**

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

**The Bidder** **must complete and submit Attachment 15 – Sexual Harassment Prevention Certification.**

* + 1. **Executive Order No. 16 Certification**

In accordance with Executive Order No. 16, the Bidder must certify that it does not conduct any commercial activity in Russia or transact 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.

**The Bidder must complete and submit Attachment 16 – EO 16 Certification.**

1. **Proposal Content and Submission Requirements**

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

Proposals that do not comply with these instructions or do not meet the full intent of all of the requirements of this RFP may be subject to scoring reductions during the evaluation process or may be deemed non-responsive. To assist Bidders, we have provided a Bidder’s Checklist located as **Attachment 1** of this RFP. A Proposal that does not provide all of the information requested may be subject to rejection.

The State does not require, nor desire, any excessive promotional material which does not specifically address the response requirements of this RFP.

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

1. 1. **Proposal Content and Organization**

To facilitate the evaluation process, the Bidder must organize the Proposal into three (3) distinct volumes as follows:

Volume One: Technical Proposal

Volume Two: Administrative Proposal

Volume Three: Financial Proposal

1. Volume One Format

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

1. Tab 1 – Qualifying Requirements
2. Tab 2 – Technical Requirements
3. Volume Two Format
	1. Tab 1 – Bidder’s Checklist and Cover Letter, Bidder-Proposed Changes, and Request for Exemption from Disclosure
4. Tab 2 – Administrative Requirements Response Forms (Attachments 3-18; Exhibit F)
5. Volume Three Format

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

* 1. **Proposal Submission**

The Bidder must submit two (2) originals and one (1) hard paper copies of:

Volume One: Technical Proposal

Volume Two: Administrative Proposal

Volume Three: Financial Proposal

All volumes should be bound separately, be clearly identified and should contain page numbers.

The Bidder should also submit one (1) electronic copy (CD/DVD/Flash Drive) of Volumes One, Two, and Three.

The electronic copy should be encrypted and password protected. The password should be submitted via email to [bfs.contracts@tax.ny.gov](file:///%5C%5Cdtf-smb%5Cdtf_shared%5CShare%5CObma%5CBBUDACTG-BPROCURE%5CCMU%5CRFP%27s%5CPENDING%20RFP%27s%5Cdtf_home%5CP39442%5Cbfs.contracts%40tax.ny.gov).

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

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

Attn: Director, Procurement Services

New York State Department of Taxation and Finance

Procurement Services Unit

Office of Budget and Management Analysis

W. A. Harriman State Office Building Campus

Albany, NY 12227

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

“BID ENCLOSED”

RFP 23-102

Financial Institution

Data Match Services

<*Bid Submission Date and time*>

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

90 Cohoes Avenue

Green Island, NY 12183

Only under circumstances identified in **Section 6.1.16, Reserved Rights** will the State consider any Proposals received after the time and date specified in the Schedule of Events. In the event a package is not labeled properly as described in this Section, the State reserves the right to inspect the contents of the package(s) to determine the contents. The Bidder shall have no claim against the State arising from such inspection and such inspection shall not affect the validity of the procurement. Notwithstanding the State’s right to inspect the contents of the package(s), the Bidder assumes all risk of late delivery associated with the Bid not being identified, packaged or labeled in accordance with the foregoing requirements.

1. **Proposal Evaluation**

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

1. 1. **Proposal Clarification**

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

* 1. **Evaluation Process Overview**

There will be two (2) phases to the evaluation process.

* + 1. **Phase One Evaluation**

**A. Proposal Screening**

All timely submitted Proposals will be evaluated in Phase One.

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

**B. Qualifying Requirements (Pass/Fail)**

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

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

* + 1. **Phase Two Evaluation**

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

Bidders’ Technical Proposals will be evaluated and scored in accordance with the technical requirements and point distribution in RFP **Section 3**.

 **B. Financial Evaluation (50 points)**

Bidders’ Financial Proposals will be evaluated and scored concurrently and separately from the Technical Evaluation.

* 1. **Proposal Ranking, Contract Award, and Point Distribution**

The Bidder whose Proposal obtains the highest aggregate score will be nominated for contract award.

The table below summarizes the evaluation point distribution:

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

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

* The Bidder’s Financial Score
* The Bidder’s IT System Requirements Score (RFP Section 3.7)
* Determination by the Commissioner