



STATE OF NEW YORK  
DEPARTMENT OF TAXATION AND FINANCE  
Office of Budget & Management Analysis  
Bureau of Fiscal Services  
Building 9, Room 234  
W.A. Harriman Campus  
Albany, NY 12227

Patrick Ryan, Director  
Budget & Accounting Services

Catherine Golden, Director  
Procurement Services

June 4, 2014

Dear Sir/Madam:

The New York State Department of Taxation and Finance is seeking pricing proposals from Full Service Providers, licensed by the United States Postal Service, to provide National Change of Address (NCOA) and NIXIE mail processing services on the inventory of taxpayer addresses. Providers must utilize the National Change of Address Linkage Systems (NCOALink).

Attached is a copy of Invitation for Bids (IFB) #14-07, National Change of Address (NCOA) and NIXIE Mail Processing Services. This information will also be posted on the Department's website at: <http://www.tax.ny.gov/about/procure>.

Effective January 1, 2006, all vendors and persons acting on their behalf who communicate with DTF with respect to this procurement, are subject to sections 139-j and 139-k of the New York State Finance Law, which regulate lobbying on Procurement Contracts ("the Procurement Lobbying Act"). All such vendors and persons are subject to the DTF Procurement Lobbying Guidelines found at: <http://www.tax.ny.gov/about/procure>.

For procurements within the scope of the Procurement Lobbying Act, DTF is required to establish a "Restricted Period" during which certain types of communications may only be made to a "Designated Agency Contact." The Restricted Period for this IFB has commenced as of June 4, 2014, and shall end upon written notice from DTF.

The following web site contains additional information concerning this legislation: <http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html>.

As outlined in the Procurement Lobbying Act, all questions or contacts concerning this IFB **must** be directed to the Designated Contacts below.

The Designated Contacts for this procurement are:

Catherine Golden	518-530-4484	<a href="mailto:bfs.contracts@tax.ny.gov">bfs.contracts@tax.ny.gov</a>
Dorothy Lechmanski	518-530-4484	<a href="mailto:bfs.contracts@tax.ny.gov">bfs.contracts@tax.ny.gov</a>
Christine DiVeglia	518-530-4484	<a href="mailto:bfs.contracts@tax.ny.gov">bfs.contracts@tax.ny.gov</a>
Yafei Cao	518-530-4484	<a href="mailto:bfs.contracts@tax.ny.gov">bfs.contracts@tax.ny.gov</a>

All such questions or contacts must include the following information: your name; your place of principal employment; your occupation, address and telephone number.

Interested bidders must meet the mandatory qualifications and requirements as specified in the IFB. All questions regarding this IFB must be submitted via (1) e-mail to [bfs.contracts@tax.ny.gov](mailto:bfs.contracts@tax.ny.gov); (2) fax to (518) 435-8413; or (3) mail to the above address. All questions must be received by June 18, 2014. Please reference the relevant page and section of the IFB as well as the IFB number, 14-07.

All bid proposals must be received no later than July 18, 2014.

Sincerely,

A handwritten signature in black ink that reads "Catherine Golden". The signature is written in a cursive style with a distinct loop for the letter 'C' and a trailing flourish.

Catherine Golden  
Assistant Director

Attachment



**STATE OF NEW YORK  
Department of Taxation and Finance**

**Invitation For Bids # 14-07**

**National Change of Address (NCOA) and NIXIE Mail Processing Services**

**IFB Issue Date: June 4, 2014**

**Bid Due Date: July 18, 2014**

**By 2:00 PM ET**

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DEPARTMENT OF TAXATION AND FINANCE  
INVITATION FOR BIDS (#14-07)  
NATIONAL CHANGE OF ADDRESS (NCOA) AND NIXIE MAIL PROCESSING SERVICES**

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**Schedule of Events**

<u>Date</u>	<u>Event</u>	<u>Description/Reference</u>
June 4, 2014	IFB Issued	
June 18, 2014, By *2:00 P.M. ET	Deadline for Submission of "Offerer Understanding of, and Compliance with, Procurement Lobbying Guidelines" <b>And</b> Deadline for Submission of Written Questions and Requests for Clarification(s)	Refer to <b>Preface</b> (page 6) for information. Submit <b>Attachment 2</b> .  Refer to <b>Preface</b> (page 5) for instruction.
June 27, 2014	Issuance of Department Responses to Written Questions and Requests for Clarification(s)  NOTE: The DTF written responses to Bidder questions is the only official DTF record Bidders should use in preparing a Bid proposal.	DTF responses will be posted on the DTF website. See <b>Preface</b> (page6) for information.
July 3, 2014	Notification of Intent to Bid Form Due (Suggested)	See <b>Attachment 3</b>
July 18, 2014, By *2:00 P.M. ET	Bids Due	See <b>Sections VIII and IX</b> for complete instructions.
July 28, 2014 – August 8, 2014	Production Files Testing (File Size: Approximately 44 Million Records)	See <b>Sections V.C and X</b> .
August 13, 2014	Notification of Intent to Award Contract	See <b>Section XI</b> for details.
September 15, 2014	Deadline for Contract Signature	

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**Preface**

**A. Proposal Questions/Inquiries**

Prospective Bidders will have one opportunity to submit written questions and requests for clarification regarding this Invitation for Bids (IFB). All questions/inquiries regarding this IFB must be submitted via e-mail (preferred), fax or mail and be received **by the date and time specified in the Schedule of Events**. Questions/inquiries must reference the relevant page and section of the IFB and must be directed to one of the designated contacts identified below.

E-mail: [bfs.contracts@tax.ny.gov](mailto:bfs.contracts@tax.ny.gov)

Fax: (518) 435-8413

Written Correspondence:

Attn: Catherine Golden, Director  
 New York State Department of Taxation and Finance  
 Office of Budget and Management Analysis  
 Procurement Services Unit  
 WA Harriman State Campus  
 Building 9, Room 234  
 Albany, NY 12227

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

#	IFB Section	IFB Page #	Vendor Name	Question
1				
2				

Prospective Bidders should note that all clarifications and exceptions, including those relating to the terms and conditions of the IFB, are to be resolved prior to the submission of a bid by utilizing the Question and Answer period. Also, during the Question and Answer period, Bidders should be certain to bring forward terms and conditions in the IFB and Preliminary Contract that would prohibit a Bidder from bidding. Extraneous terms relating to Contract language in Appendix C, Preliminary Contract, must be submitted with the Bid Proposal. Bidders entering into a contract with the State are expected to comply with all the terms and conditions contained herein.

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

Catherine Golden	(518) 530-4484	<a href="mailto:bfs.contracts@tax.ny.gov">bfs.contracts@tax.ny.gov</a>
Dorothy Lechmanski	(518) 530-4484	<a href="mailto:bfs.contracts@tax.ny.gov">bfs.contracts@tax.ny.gov</a>
Christine DiVeglia	(518) 530-4484	<a href="mailto:bfs.contracts@tax.ny.gov">bfs.contracts@tax.ny.gov</a>
Yafei Cao	(518) 530-4484	<a href="mailto:bfs.contracts@tax.ny.gov">bfs.contracts@tax.ny.gov</a>

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

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

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

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.

**C. Proposal Amendments/Announcements**

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

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

**D. Response to Bidder Questions and Requests for Clarification**

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

**E. Notification of Intent to Bid**

If your firm is submitting a Bid in response to the IFB, the Department suggests that **Attachment 3, Notification of Intent to Bid Form**, be completed and submitted by the date specified in the Schedule of Events. Contact information provided on this form may be used to notify Bidders of Invitation for Bids changes.

**F. Submission of Proposals**

The Bidders must submit their proposals as instructed in **Section VII.A., Administrative Proposal Conditions.**

**G. Contract Signing and Contract Term**

**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 Department reserves the right to begin negotiations with the next highest ranked Bidder.** The Preliminary Contract is attached as **Appendix C**. Any exceptions or additions to the terms and conditions of the Preliminary Contract must be identified in the Bidder's proposal. The Department will not sign any vendor supplied contract documents. As such, if there are



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specific terms to be included in the final Contract, they must be submitted in response to **Section VII.B.18.**

The Department will award one (1) Contract to the successful Bidder for an initial term of five (5) years commencing upon approval of the Attorney General and OSC. The Contract may be renewed by mutual agreement of all Parties for two (2) additional one-year periods.

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**IFB Key Points**

1. **Read the IFB in its entirety.** Note key items such as: critical dates, qualifying and mandatory requirements, services required and proposal packaging requirements.
2. **Note the name, address, phone numbers and e-mail address of the designated contacts.** These are the only individuals that you are allowed to contact regarding this IFB.
3. **All amendments, clarifications, Bidder questions with the Department responses and any announcements relating to this Bid will be posted on the Department's website.** It is the Bidder's responsibility to check the Department's website periodically for any updates. All applicable amendment information must be incorporated into the Bidder's proposal. Failure to include this information in your Bid proposal may result in disqualification.
4. **Take advantage of the question and answer period.** Submit your questions by one of the methods identified by the date and time listed in the Schedule of Events. Responses and copies of the questions will be posted on the Department's Procurement website at: <http://www.tax.ny.gov/about/procure>.
5. **File a "Notification of Intent to Bid" form as suggested in the Schedule of Events.**
6. **Provide complete answers/descriptions. Bidder proposals must completely address all qualifying and mandatory requirements.** To ensure you are not unnecessarily disqualified from Bid evaluation, thoroughly read all Bid proposal requirements and provide complete responses. Use **all** the forms provided to submit your response.
7. **Review the IFB document and your Bid proposal.** Make sure all requirements are addressed and all copies are identical and complete.
8. **Package your Bid proposal as required in the IFB.** Make sure your Bid proposal conforms to the packaging requirements. Proposals not packaged accordingly may be deemed non-responsive.
9. **Submit your Bid proposal on time.** Except as specified in **Section VII.A.16.e**, Bid 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.

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**IFB Glossary**

**“Attorney General”** - The New York State Attorney General or his/her designee.

**“Bid or Proposal”** - An offer or proposal submitted by a Bidder to furnish a described product and/or service at a stated price for the stated Contract term.

**“Business Day”** – Monday through Friday, with the exception of legal holidays.

**“Commissioner”** - The Commissioner of the New York State Department of Taxation and Finance.

**“Contractor”** - The successful Bidder to whom a Contract has been awarded.

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

**“Full-Service Provider”** – One of the licensing categories of NCOA<sup>Link</sup>. Full Service Providers can provide services to unrelated third parties, which must be at least 51% of their NCOA<sup>Link</sup> processing, and process no more than 49% of files internally. Full Service Providers receive 48 months of Change of Address (COA) data on a weekly basis via DVD from the USPS.

**“IFB”** – The National Change of Address and NIXIE Mail Processing Services Invitation for Bids #14-07 issued by the Department on June 4, 2014 including all appendices and exhibits contained therein, and any written clarifications or amendments thereto made by DTF.

**“NCOA<sup>Link</sup> Processing”** - One of the approved Move Update methods for First-Class Mail and all Standard Mail where Contractors licensed by the United States Postal Service (USPS) match customer files via the National Change of Address Linkage System (NCOA<sup>Link</sup>).

**“NCOA<sup>Link</sup>”** - An address correction service provided to mailers through companies licensed by the USPS. Updated change-of-address information for the entire country is provided on a regular basis to the licensees by the USPS. The licensees match mailing lists submitted to them by mailers on tape or disk against the computerized information. If a match is made, NCOA<sup>Link</sup> can correct the address before it is printed.

**“NIXIE Processing”** – A process that examines the records that NCOA<sup>Link</sup> Processing determines to be deliverable and identifies those that almost match. A footnote or notes indicate why records don’t pass match criteria. The customer then decides whether or not to mail to these addresses. The NIXIE option must be run concurrently with NCOA<sup>Link</sup> Processing.

**“OSC”** - The New York State Office of the State Comptroller.

**“Record”** - A name and address constitutes a record regardless of the number of lines. If the same name and address is repeated in the customer’s files, **each** entity will count as one record.

**“State”** - State of New York.

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**I. INTRODUCTION**

The Department of Taxation and Finance is requesting pricing proposals to obtain a qualified Full Service Provider, licensed by the United States Postal Service (USPS), to provide National Change of Address (NCOA) and NIXIE mail processing services in accordance with USPS Regulations pertaining to First Class Mail on the inventory of taxpayer addresses in order to obtain reduced postal rates.

The Department is responsible for collecting tax revenue and providing associated services in support of government services in New York State. The Department is also required to produce and manage large volumes of mailings to taxpayers. As such, the Department requires the most accurate address data available.

This IFB outlines the terms and conditions, and all applicable information required for submitting a Bid. To ensure compliance with IFB requirements and prevent possible disqualification, Bidders should follow the format and instructions in **Section VII.A., Administrative Proposal Conditions** and **Section VIII, Submission of Bid Proposal** of this document.

The Department's objective is to enter into a contract with one successful Bidder to provide NCOA and NIXIE mail processing services as described herein.

**II. CONTRACT TERM**

The term of this Contract will be for a period of five (5) years and will commence upon approval of the New York State Attorney General's Office and the Office of the State Comptroller. The Contract may be renewed by mutual agreement of all Parties for two (2) additional one-year periods.

**III. IMPLEMENTATION**

The services solicited herein are anticipated to begin on January 15, 2015.

**IV. MANDATORY QUALIFYING REQUIREMENTS (Pass/Fail)**

Only qualified Bidders should submit a proposal in response to this IFB. A qualified Bidder is defined as one that meets all of the Mandatory Qualifying Requirements below. Failure to provide complete and detailed information may result in the Bidder's proposal being deemed non-responsive.

The Bidder's response(s) to the Mandatory Qualifying Requirements will be evaluated in Phase One of the evaluation. **Bidders that do not meet all of the Mandatory Qualifying Requirements will not be considered for further evaluation.**

In order to meet postal requirements, DTF needs to ensure that only qualified, USPS licensed firms perform NCOA and NIXIE mail processing services on taxpayer addresses to qualify for reduced postal rates. These postal requirements are in accordance with current USPS Domestic Mail Manual Regulations pertaining to First Class Mail, Section 233.3.5 Move Update Standard.

The Move Update Standard is a means of reducing the number of mail pieces in a mailing that require forwarding or return by periodic matching of a mailer's address records with customer-filed change-of-address orders received and maintained by the Postal Service. Currently, mailers who claim presorted or automation rates for First-Class Mail must demonstrate that they have updated their mailing list within 95 days before the mailing date.

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The Postal Service offers several pre-approved methods. Mailers must use one of the pre-approved methods to meet the Move Update standard. **DTF is looking for a Full Service Provider that utilizes the National Change of Address Linkage System (NCOA<sup>Link</sup>).**

***NCOA/Nixie Processing License and Prior Experience***

Bidder must:

1. Be a **Full Service Provider** with a current license in good standing, issued by the United States Postal Service to NCOA Contractors. Bidder must utilize the NCOA<sup>Link</sup>. Throughout the term of the Contract resulting from this IFB, the Bidder must continue to maintain its status as an NCOA<sup>Link</sup> Full Service Provider licensed by the United States Postal Service (USPS), to provide National Change of Address processing services in accordance with current USPS Domestic Mail Manual Regulations pertaining to First Class Mail, Section 233.3.5 Move Update Standard USPS Postal Regulations, and as they may be amended from time to time. The Bidder must immediately notify the Department about any change in the status of their NCOA<sup>Link</sup> license issued by the USPS. A copy of the current license issued by the USPS must be provided.
2. Have experience providing NCOA and NIXIE mail processing services for a minimum of two (2) years within the past three (3) years immediately prior to Bid due date. Such experience must have included the use of electronic data exchange for the transfer of data. The Bidder may provide information for up to two (2) contracts to meet this two-year requirement. Additionally, the information submitted for each contract must demonstrate the use of electronic data exchange for the transfer of data consisting of fifteen million (15,000,000) records or more, with a maximum turnaround time of ten **(10) business days** (twelve (12) to fourteen (14) calendar days plus holidays) from Contractor receipt of Outgoing File to the contracting agency receipt of Incoming File.

***Proposal Response Requirement:*** The Bidder must complete and submit ***Attachment 4, Bidder Attestation Form - Part I***, and ***Attachment 5, Contract Reference Form***.

Attachment 5 information must include contract term, contracting entities, electronic data exchange volumes, turnaround time, and name, title, and contact information (i.e., phone number and email address) for client staff that administered the contract and worked with the Bidder throughout the contract term.

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

**V. MANDATORY TECHNICAL REQUIREMENTS (Pass/Fail)**

The Bidder's response(s) to the Mandatory Technical Requirements will also be evaluated in Phase One. Bidders must complete and submit **Attachment 4, Bidder Attestation Form - Part II**. **Bidders that do not meet all of the Mandatory Technical Requirements will be removed from further consideration.**

**A. Data Exchange, Security and Software**

1. The Bidder must supply electronic data file exchange over the Internet to and from the Department using secure file transfer protocols acceptable to the Department.

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The Bidder must adhere to the DTF acceptable protocols for Internet data file exchange.

Data file exchange processes that are specifically unacceptable are: physical media or unsecured mail, magnetic tapes, CD, DVD, floppy Disc, removable drives, and 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 in order of preference. Encryption algorithms must comply with current FIPS 140.x guidelines.

- HTTPS (browser or compatible clients - pickup and drop off at Department servers only, port 443)
  - SFTP (SSH/FTP) using minimum 2048bit key based authentication (port 22)
  - FTPS (FTP/SSL)
  - Explicit FTPS allowed (port 21 and passive data ports range 3000-3999)
2. The Contractor will be responsible to implement compatible software with these products. The Department has approved the use of Public/Private Key authentication for the SFTP protocol, and as such, requires the use of the SSH2, 1024-bit, RSA algorithms in the key generation. This connection will need to meet all Department and industry standard security measures, including using the standard TCP Port 22.

***Proposal Response Requirement:*** The Bidder must complete and submit ***Attachment 4, Bidder Attestation Form - Part II, A.***

## **B. Record Processing**

Currently, Business Files contain approximately fifteen million (15,000,000) records; Individual Files contain approximately twenty-nine million (29,000,000) records. Based on historical data, it is expected the number of records on the Business Files will increase approximately 2% per year while the number of records on the Individual Files will increase by approximately 4% per year.

DTF will produce one file for Businesses and one file for Individuals up to six (6) times annually, not to exceed seventy-five (75) days between address updates.

For each file that DTF sends to the Contractor:

1. The Contractor will process each record for NCOA and NIXIE Address matches to the USPS-supplied Database using USPS certifiable standards. This will include Individual Moves, Family Moves, and Business Moves.
2. The Contractor will send back to DTF the same number of files, each with the same amount of records per file, in the same order as the extract files sent to the Contractor. Records will be written in a fixed record length of 1114 characters. The Contractor must follow the DTF file format (See **Exhibit 1 - NCOA Outgoing File Layout**, and **Exhibit 2 - NCOA Incoming File Layout**).

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3. Contractor processing will be completed within **ten (10) business days** (twelve (12) to fourteen (14) calendar days plus holidays) from Contractor receipt of Outgoing File to DTF Receipt of Incoming File.
4. It is possible that DTF may require additional files to be processed (i.e., in addition to the up to six (6) times annually, not to exceed seventy-five (75) days between address updates). Bidders must provide additional costs, if any, associated with processing unscheduled files. These additional costs must be included on **Attachment 6, Pricing Proposal**.
5. The Contractor and DTF technicians shall work together to resolve any technical issues that may disrupt the electronic data file exchange.

**Proposal Response Requirement:** The Bidder must complete and submit **Attachment 4, Bidder Attestation Form - Part II, B**.

**NOTE:** Specifications are per the current USPS mandates. File formats (see **Exhibits 1 and 2**) are subject to change as per USPS-mandated changes, or DTF technical considerations. The cost for these updates, if any, will be negotiated at the time of any mandated change. These file formats will remain fixed length records, with fixed length fields, and with no usage of packed fields.

### **C. Testing**

Prior to the issuance of a "Notification of Intent to Award" letter, the Department will provide a Production Files Test (Test Files) to the qualified Bidder with the lowest cost to determine the Bidder's capacity in data exchange and record processing and to ensure the requirements and processing timeframe stipulated in this IFB will be met. The Test Files will have approximately forty-four million (44,000,000) records and will contain Individual and Business information. The qualified Bidder must agree to process the Test Files provided by the Department with a maximum turnaround time of **ten (10) business days** (twelve (12) to fourteen (14) calendar days plus holidays) from Contractor receipt of Outgoing File to DTF Receipt of Incoming File. If the Bidder fails to meet any of the Test Files processing requirements, including but not limited to file layout, manner of data exchange, security and turnaround time, the Bidder will be deemed non-responsive and will not be eligible for award. The Department will then proceed to provide Test Files to the next lowest-price Bidder that met all of the requirements of the IFB. **Please note:** If a Bidder fails to meet any of the Test Files processing requirements, all costs and liabilities associated with the Test Files processing shall be borne fully by the Bidder. The qualified Bidder that successfully meets all of the Test Files processing requirements shall be reimbursed by the Department according to the rate proposed in the Bidder's Pricing Proposal. It is the Department's sole discretion to determine if a Bidder meets the IFB requirements.

**Proposal Response Requirement:** The Bidder must complete and submit **Attachment 4, Bidder Attestation Form, Part II, C**. The Bidder must also provide all costs associated with processing Test Files on **Attachment 6, Pricing Proposal**.

## **VI. COST PROPOSAL REQUIREMENTS**

The Bidder must complete and submit **Attachment 6, Pricing Proposal**, in response to this IFB. All associated costs with the requirements of this IFB, including the Test Files processing costs, must be incorporated into the

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Bidder's pricing proposal. No other add-on costs will be permitted. **Bidders who fail to complete and submit Attachment 6 will result in the Bidder's proposal being deemed non-responsive.**

The fees bid in response to this IFB shall not be increased during the first year of the initial contract term. Any proposed increase in fees after the first year must be requested by the Contractor in writing **at least sixty (60) days prior to the end of each contract year. Such increase shall be subject to negotiation between the Department and the Contractor.** Notwithstanding the foregoing, fee increases **for subsequent years** shall be limited to the lesser of the Consumer Price Index, Table 10, for All Urban Customers (CPI-U, not seasonally adjusted, U.S. city average, all items, 1980-84=100), as reported by the U.S. Department of Labor, Bureau of Statistics, for the preceding twelve (12) month period, or three percent (3%).

## **VII. ADMINISTRATIVE REQUIREMENTS**

This Section outlines conditions concerning the IFB and the Bidder's response requirements related to any awarded contract.

### **A. Administrative Proposal Conditions**

**With the submission of a response to this IFB, the Bidder agrees to the proposal conditions outlined in this Section.**

#### **1. Issuing Agency**

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

#### **2. Solicitation**

This IFB is a solicitation to bid, not an offer of a Contract.

#### **3. Liability**

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

#### **4. Proposal Ownership**

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

#### **5. Proposal Security**

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

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



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

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

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

**6. Timely Submission**

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

**7. Proposal Effective Period**

The Bidder's Proposal must be firm and binding for a period of at least one hundred eighty (180) days following the proposal due date.

**8. Bidder Proposal Clarification**

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

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

**9. Bid Opening**

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

**10. Bid Evaluation and Selection**

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

**11. Contract Negotiations and Authorized Negotiators**

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

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**12. Bidder Notification of Intent to Award**

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

**13. Proposal Review and Contract Approval**

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

**14. Debriefing Sessions**

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

**15. Bid Protest Policy**

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

**16. Reserved Rights**

The Department reserves the right to exercise the following:

- a. Change any of the scheduled dates herein.
- b. Prior to the Bid opening, amend IFB specification(s) after their release to correct errors or oversights, or to supply additional information as it becomes available and so notify all Bidders.
- c. Withdraw the IFB, at its sole discretion.
- d. Eliminate a mandatory requirement when all Bidders cannot meet such requirement.
- e. Evaluate, accept and/or reject any and all Bid proposals, in whole or in part, and to waive technicalities, irregularities, and omissions if, in the Department's judgment, the best interests of the Department will be served. In the event compliant Bids are not received, the Department reserves the right to consider late or non-conforming Bids as offers.
- f. Require the Bidder to demonstrate, to the satisfaction of the Department, any information presented as a part of their Bid proposal.
- g. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's proposal and/or to determine a Bidder's compliance with the requirements of the solicitation.
- h. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the solicitation.
- i. Use proposal information obtained through the Department's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the Department's request for clarifying information in the course of evaluation and selection under this IFB.

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- j. Negotiate with the successful Bidder within the scope of the IFB to serve the best interests of the State.
- k. Conduct contract negotiations with the next ranked responsible Bidder should the Department be unsuccessful in negotiating an agreement with the selected Bidder.
- l. If the Department must terminate the Contract for non-performance or is unable to maintain the support required, the Department reserves the right, with the approval of the Attorney General and the Office of the State Comptroller, to award a Contract to the next highest ranked Bidder of the original bid submission within the first twelve months of the award.
- m. Prior to the Bid opening, direct Bidders to submit proposal modifications addressing subsequent IFB Amendments.
- n. Utilize any and all ideas submitted in the proposals received.
- o. Make an award under this IFB in whole or in part.
- p. Seek revisions of Proposals.

**17. Conflict of Terms and Conditions for This IFB**

Conflicts between documents shall be resolved in the following order of precedence:

- a. Appendix A
- b. This Invitation for Bids
- c. Bidder's Proposal

**B. Administrative Contract Conditions**

**With the submission of a response to this IFB, the Bidder agrees to the contract conditions outlined in this Section VII.B unless the Bidder proposes extraneous terms (see VII.B.18).**

**1. Appendix A**

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

**2. Payments**

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

**3. Public Announcements**

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

**4. New York State Vendor File**

Prior to being awarded a Contract pursuant to this Solicitation, the Bidder(s) and any designated authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File

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(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 **Attachment 7, New York State Office of the State Comptroller Substitute Form W-9** and submit it with your bid. In addition, if authorized resellers are to be used, an OSC Substitute W-9 form should be completed and filed by each of the designated authorized resellers. The Procurement Services Unit will initiate the vendor registration process for all Bidders recommended for Contract Award and their authorized resellers. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application.

For more information on the vendor file please visit the following website:  
[http://www.osc.state.ny.us/vendor\\_management/](http://www.osc.state.ny.us/vendor_management/)

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

**NEW YORK STATE LAW**

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

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that the Department establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWB") and the employment of minority groups members and women in the performance of New York State contracts.

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**Business Participation Opportunities for MWBEs**

For purposes of this solicitation, DTF hereby establishes an overall goal of 20% for MWBE participation; 8.36% for Minority-Owned Business Enterprises (“MBE”) participation and 11.64% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that DTF may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

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

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

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

By submitting a bid or proposal, a Bidder on the Contract (“Bidder”) agrees to submit the following documents and information as evidence of compliance with the foregoing, if applicable:

- a. Bidders are required to submit **Attachment 8, MWBE Utilization Plan**, with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to DTF.
- b. DTF will review the submitted MWBE Utilization Plan and advise the Bidder of DTF’s acceptance or issue a notice of deficiency within 30 days of receipt.
- c. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the New York State Department of Taxation and Finance, Office of Budget and Management Analysis, WA Harriman State Office Campus, Building 9 Room 234, Albany, NY 12227, ATTN: Ms. Catherine Golden, Director, Procurement Services Unit, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DTF to be inadequate, DTF shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on a *Request for Waiver Form, Attachment 9*. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- d. DTF may disqualify a Bidder as being non-responsive under the following circumstances:
  - i. If a Bidder fails to submit an MWBE Utilization Plan;
  - ii. If a Bidder fails to submit a written remedy to a notice of deficiency;
  - iii. If a Bidder fails to submit a request for waiver; or
  - iv. If DTF determines that the Bidder has failed to document good faith efforts.

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

Contractors are required to submit Quarterly M/WBE Contractor Compliance & Payment Information in the New York State Contracting System located at <https://ny.newnycontracts.com/> , by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract. See **Attachment 10, M/WBE Quarterly Report**. For an example of the information required.

## 6. Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid **Attachment 11, EEO Staffing Plan**, identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to DTF, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

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

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

## 7. Permission to Investigate

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

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request by the Department's Office of Risk Management. The Department may interview Contractor's employees and/or agents in connection with an investigation during normal business hours.

**8. Cover Letter**

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

**Response Requirement:**

The cover letter must be signed by an official authorized to bind the Bidder to proposal provisions.

The cover letter must include the following:

- The complete name and address of the bidding entity;
- The Federal or Taxpayer Identification Number of the entity; and
- An affirmation that the proposal is binding for the required period indicated in Section VII. A. 7.

**9. 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 qualified Bidder with the lowest cost, the Bidders' Vendor Responsibility will be analyzed to ensure that the Bidder is responsible.

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

**Response Requirement:**

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

Bidders that have filed a Vendor Responsibility Questionnaire online that has been certified/updated within the last six months or Bidders opting to file online must complete **Attachment 13, Vendor Responsibility Form**. If a Vendor Responsibility Questionnaire has been filed online and has not been certified within the last six months, the Bidder must either update/recertify the online questionnaire or submit a new paper Vendor Responsibility Questionnaire.

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

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

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**10. MacBride Fair Employment Principles Form**

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

**Response Requirement**

The Bidder must complete and submit **Attachment 14, MacBride Fair Employment Principles Form.**

**11. Designation of Prime Contact**

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

**Response Requirement**

The Bidder must complete and submit **Attachment 15, Designation of Prime Contact Form.**

**12. 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, determine that such disclosure was not made for the purpose of restricting competition (Section 139-d of the State Finance Law).

**Response Requirement**

The Bidder must read, sign and submit **Attachment 16, Non-Collusive Bidding Certification Form.**

**13. Procurement Lobbying**

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



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

a. Offerer Disclosure of Prior Non-Responsibility Determinations

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

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

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

**Response Requirement**

The Bidder must complete and submit the **Attachment 17, Offerer Disclosure of Prior Non-Responsibility Determinations**.

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

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

The Department reserves the right to terminate any Contract award as a result of this IFB 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.

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**Response Requirement**

The Bidder must complete and submit **Attachment 18, Offerer's Certification of Compliance with State Finance Law 139-k(5)**.

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

Bidders are required to adhere to secrecy provisions as outlined in **Article VII: Secrecy Provisions**, of the **Preliminary Contract, Appendix C**.

**Response Requirement**

The Bidder must complete and submit **Attachment 19, DTF-202 Agreement to Adhere to the Secrecy Provisions of the Tax Law and the Internal Revenue Code**.

**15. Ethics Compliance**

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

**Response Requirement**

Each Bidder must complete and submit **Attachment 20, Public Officers Law Disclosure of Business or Professional Activities by State Officers and Employees and Party Officers** and **Attachment 21, Public Officers Law – Post Employment Restrictions** which addresses business or professional activities by current or past state officers and employees and party officers. These forms shall be made part of the resultant contract.

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

Pursuant to Tax Law Section 5-a, Bidders will be required to complete and sign, under penalty of perjury, **Contractor Sales Tax Certification Forms, Attachment 22**. Bidders must also submit a copy of the Certificate of Authority, if available, for itself, any affiliates, and any subcontractors required to register to collect state sales and compensating use tax. If Certificates of Authority are unavailable, the Contractor, affiliate, subcontractor or affiliate of subcontractor must represent that it is registered and that it has conferment such status with the Department.

**Attachment 22** provides the Contractor Certification Forms and Instructions for completing the forms. ST-220-TD must be filed with and returned directly to the Department address provided on the form. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Contractor, its affiliate(s), or its subcontractor(s), a new form ST-220-TD must be filed with DTF. Completion of the form at the time of bid submission is not required; however, Form ST-220-TD must be filed and returned to DTF upon notification of Contract award.

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

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

Vendors may call DTF at 1-518-485-2889 for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the Department's website: <http://www.tax.ny.gov>.

### **17. Prime Contractors/Subcontractors**

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

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

Proposed subcontractors must be identified at the time of bid submission and are subject to the approval of the State (see **Article XV, General Terms and Conditions of Appendix C: Preliminary Contract**, for additional information).

#### **Response Requirement**

The Department requires a list of subcontractors who will be utilized for the performance of services under any resultant contract as well as a description of the services to be subcontracted. This information must be provided on the **Attachment 23, Listing of Proposed Subcontractors Form**.

### **18. Proposed Extraneous Terms**

Proposals must conform to the terms and conditions set forth in this IFB and the **Preliminary Contract, Appendix C**. Any objections to terms and conditions set forth in this section of the IFB (**Section VII.B**) and the **Preliminary Contract, Appendix C**, must be provided to the Department in the Bidder's Administrative Proposal. Material deviations to the terms and conditions set forth in the IFB (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection.

#### **Response Requirement**

The Bidder must attach any objections to the terms and conditions outlined in **Section VII.B** of this IFB, or the **Preliminary Contract, Appendix C**.

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

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

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

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

#### **19. Request for Exemption from Disclosure**

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

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

#### **Response Requirements**

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

#### **20. Iran Divestment Act**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should DTF receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DTF will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then

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DTF shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

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

## **21. Encouraging use of New York State Businesses in Contract Performance**

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

### **Response Requirements**

The Bidder must complete and submit **Attachment 24, Encouraging Use of New York State Businesses in Contract Performance**.

## **VIII. SUBMISSION OF BID PROPOSAL**

**IMPORTANT NOTICE TO POTENTIAL BIDDERS:** Receipt of these Bid documents does not indicate the Department has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the Bid opening and will be based on our evaluation of your Bid submission compared to the specific requirements and qualifications contained in this bid document.

The Bidder must submit **two (2) originals** and **three (3) copies** of their Bid proposal. All Bid proposals must be bound separately and clearly identified. To facilitate requests for information under the Freedom of Information Law, Bidders are requested to provide a redacted copy of their complete proposal in a non-pdf format (e.g., MS Word, Excel, etc.).

### **How to send confidential information**

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

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

### **Do not send magnetic media**

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

To work out the details of your data exchange, send an email to [bfs.contracts@tax.ny.gov](mailto:bfs.contracts@tax.ny.gov). Upon receipt of the e-mail, the Bidder will be provided with a link to view and download the package, a temporary login id and password, and instructions to facilitate secure transfer of the file. **Bids must be received by the date and time specified in the Schedule of Events.**

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

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

Attn: Catherine Golden, Director  
New York State Department of Taxation and Finance  
Office of Budget and Management Analysis  
Procurement Services Unit  
W. A. Harriman State Office Building Campus  
Building 9, Room 234  
Albany, NY 12227

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

BID ENCLOSED  
National Change of Address and Nixie Mail Processing Services IFB #14-07  
*July 18, 2014, By \*2:00 P.M. ET*  
Telephone: (518) 530-4484

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

**90 Cohoes Avenue  
Green Island, New York 12183**

Only under circumstances identified in Section VII. A. 16.e., will the Department consider any proposals received after the time and date specified in the Schedule of Events. In the event a package is not labeled properly as described in this Section, the Department reserves the right to inspect the contents of the package(s) to determine the contents. The Bidder shall have no claim against the Department arising from such inspection and such inspection shall not affect the validity of the procurement. Notwithstanding, the Department's right to inspect the contents of the package(s), the Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with the foregoing requirements.

## **IX. PROPOSAL REQUIREMENTS OVERVIEW**

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

Bid proposals that do not comply with these instructions, or do not meet the full intent of all of the requirements of this IFB will be deemed non-responsive and will not be considered for award.

**The Bidder must provide the information outlined in this section in response to the IFB. *Attachment 1, Bidder's Checklist* has been provided to assist the Bidder in insuring all requirements of this IFB are met.**

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**A. Bidder Attestation**

The Bidder must complete and submit **Attachment 4, Bidder Attestation Form (Parts I and II)**.

**Part I** certifies the Bidder meets the Mandatory Qualifying Requirements as outlined in **Section IV. Mandatory Qualifying Requirements** of the IFB ( *NCOA/Nixie Processing License and Prior Experience*). *Bidders who fail to meet all of the Mandatory Qualifying Requirements will be deemed non-responsive and their proposal will be removed from further evaluation.*

**Part II** affirms the Bidder meets the Technical Requirements as outlined in **Section V. Mandatory Technical Requirements** of the IFB (**A. Data Exchange, Security and Software, B. Record Processing, and C. Testing**). *Bidders who fail to meet all of the Technical Requirements will be deemed non-responsive and their proposal will be removed from further evaluation.*

**B. Financial Proposal Requirement**

The Bidder must complete and submit **Attachment 6, Pricing Proposal**.

**C. Administrative Forms**

The Bidder must complete and submit administrative attachments in response to this Bid. Additional information is provided in **Section VII. B**.

**X. BID EVALUATION**

Pursuant to Article XI of the State Finance Law, the basis for contract award under this IFB will be “lowest cost” among responsive and responsible Bidders.

**1. Proposal Clarification**

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

**2. Evaluation Process Overview**

The Department evaluates bidder proposals for goods and services in an objective, comprehensive manner to ensure proposals are evaluated uniformly and consistently. Bids shall be evaluated based on the requirements described in this IFB.

There will be three (3) phases to the evaluation process.

**Phase One**

**Phase One of the evaluation will consist of a review in three areas – Proposal Screening/Completeness Checklist; Mandatory Qualifying Requirements; and Mandatory Technical Requirements.**

Each proposal will be screened for completeness and conformance with Department requirements for proposal submission as specified in Section IX of this IFB. Proposals which do not meet the Proposal Screening/Completeness Checklist requirements may be deemed as non-responsive and may not be given further consideration.

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Proposals which pass the Screening/Completeness checklist review will be further evaluated to determine if the Bidder meets each consecutive stage of the Mandatory Qualifying and Mandatory Technical Requirements.

Proposals which do not meet all of the Mandatory Qualifying and Technical Requirements will be deemed non-responsive and will not be given further consideration.

Proposals which meet all of the Mandatory Qualifying and Mandatory Technical Requirements will be further evaluated in Phase Two.

### **Phase Two**

**Phase Two of the evaluation will consist of a financial review. All proposals which pass Phase One of the evaluation will be reviewed and evaluated against the following Cost Proposal Requirements:**

- Lowest Aggregate Cost Per Thousand Records
- Cost for Production Test Files
- Cost Associated with Processing Unscheduled Files, if any (i.e., more than the six (6) scheduled times per year)

The total price for the five (5) year term of the Contract will be used to determine the lowest priced Bidder. The total price will be calculated as the sum of the costs of year 1 through year 5, assuming 3% CPI annual escalation for "Cost per Thousand Records" and 3% annual increase in volume without accounting for any unscheduled files, plus the cost for the Production Test Files.

### **Phase Three**

**Phase Three of the evaluation will consist of providing a Production Test Files (Test Files) to the qualified Bidder with the lowest cost to determine the Bidder's capacity in data exchange and record processing and to ensure the requirements and processing timeframe stipulated in this IFB will be met.**

The Test Files will have approximately forty-four million (44,000,000) records and will contain Individual and Business information. The qualified Bidder must agree to process the Test Files provided by the Department with a maximum turnaround time of **ten (10) Business Days** (twelve (12) to fourteen (14) calendar days plus holidays) from Contractor receipt of Outgoing File to DTF Receipt of Incoming File. If the Bidder fails to meet any of the Test Files processing requirements, including but not limited to file layout, manner of data exchange, security and turnaround time, the Bidder will be deemed non-responsive and will not be eligible for award. The Department will then proceed to provide Test Files to the next lowest-price Bidder that met all of the requirements of the IFB. **Please note:** If a Bidder fails to meet any of the Test Files processing requirements, all costs and liabilities associated with the Test Files processing shall be borne fully by the Bidder. The qualified Bidder that successfully meets all of the Test Files processing requirements shall be reimbursed by the Department according to the rate proposed in the Bidder's Pricing Proposal. It is the Department's sole discretion to determine if a Bidder meets the IFB requirements.



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**XI. METHOD OF AWARD**

**One (1)** award shall be made based on the lowest cost for services to the Department by a responsive and responsible Bidder whose proposal meets the specifications (Mandatory Qualifying, Technical and Administrative Requirements) as outlined in this IFB. The successful Bidder will be advised of selection by the Department through the issuance of a "Notification of Intent to Award" letter.

In the event of a tie, the following tie breaking mechanism will be used to determine the winning Vendor:

- i. Lowest Aggregate Cost Per Thousand Records.
- ii. Cost Associated with Processing Unscheduled Files, if any (i.e. more than the six (6) scheduled times per year).
- iii. The Bidder's prior experience with the Department.
- iv. Cost for Production Test Files.
- v. Determination by Commissioner.

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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

January 2014

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PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

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**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

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

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

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or

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domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

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

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

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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



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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

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

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

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states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> .

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will

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review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

January 2014

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## **Appendix B – Bid Protest Policy**

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

### **Informal Complaints/Protests**

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

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

### **Formal Written Protests**

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

### **Submission of Bid or Award Protests**

#### **Deadline for Submission**

- a. Concerning Errors, Omissions or Prejudice in the Bid Specifications or Documents - Formal protests which concern the drafting of bid specifications must be received by DTF at least twenty (20) business days before the date set in the solicitation for receipt of bids. If the date set in the solicitation for receipt of bids is less than twenty (20) business days from the date of issue, formal protests concerning the specifications must be received by DTF at least seventy-two (72) hours before the time designated for receipt of bids.
- b. Concerning Proposed Contract Award - Formal protests concerning a pending Contract award must be received within five (5) business days after the protesting party (“protester”) knows or should have known of the facts which form the basis of the protest, and, where State Finance Law § 112 approval is required, prior to final approval of the recommendation by the State Comptroller.

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**Transmittal**

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

**Contents**

A formal protest must include:

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

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

**Review and Final Determination**

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

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

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

A copy of the decision, stating the reason(s) upon which it is based shall be sent to the protester or its agent within thirty (30) business days of receipt of the protest, except that upon notice to the protester such period may be extended. The protest determination should be recorded and included in the Procurement Record, or otherwise forwarded to OSC upon issue. The decision of the Chief Financial Officer of the Office of Budget and Management Analysis will be final.

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**Reservation of Rights and Responsibilities of DTF**

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

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

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

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

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

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

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

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**Appendix C – Preliminary Contract**

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

**WHEREAS**, the Department issued Invitation for Bids (IFB) #14-07 on June 4, 2014, for National Change of Address (NCOA) and NIXIE Mail Processing Services; and

**WHEREAS**, the Contractor timely submitted a bid proposal to provide the services set forth in IFB #14-07; and

**WHEREAS**, pursuant to **Section XI** of said IFB, the Contractor’s proposal meets the specifications as outlined in the IFB and the Contractor was determined capable of providing the required services; and

**WHEREAS**, the Contractor is prepared to undertake performance of providing National Change of Address (NCOA) and NIXIE Mail Processing services to meet the Department’s need for more accurate mailing addresses according to the terms of this Agreement, and recognizes that turnover of functions to the Department or at the direction of the Department, to a successor Contractor is a fundamental requisite of such undertaking.

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

**Article I. Definitions**

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

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

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

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

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

**Cure Period** means the period of time during which the Contractor shall have the opportunity to correct the failure(s) identified in the Initial Notification.

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

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



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**Final Notification** means the written notification provided by the Department to the Contractor, following a Cure Period, if applicable, which sets forth the Termination Date.

**Initial Notification** means the written notification furnished by the Department to the Contractor initiating the Cure Period, Such notice shall set forth the failure(s) that have been identified which may give rise to a Material breach (defined below) of the Agreement if not corrected during the Cure Period.

**Invitation for Bids** means the *IFB #14-07 National Change of Address (NCOA) and NIXIE Mail Processing Services Invitation for Bids* issued by the Department on June 4, 2014, including all appendices and exhibits contained therein, and any written clarifications or amendments thereto made by DTF.

**Material Breach by Contractor** means the following:

- a. "Material Breach" - After expiration of the Cure Period as set forth in an Initial Notification:
  - i. Failure of Contractor to meet the obligations and responsibilities imposed by the resultant contract; or
  - ii. Failure of Contractor to correct an infringement of an Intellectual Property right, and such failure materially impairs Contractor's ability to perform in accordance with the terms of this Agreement.
- b. Material Breach, absent a Cure Period shall mean:
  - i. Failure of Contractor to cooperate fully with the Department and/or its agents and/or OSC during a Performance Audit;
  - ii. Failure of Contractor to remain a responsible Contractor consistent with applicable New York State Law, regulations and/or Executive policy;
  - iii. Failure of the Contractor to maintain financial stability as determined by the Department;
  - iv. Contractor is or becomes insolvent or a party to any bankruptcy or receivership proceeding, or any similar action affecting the affairs or property of Contractor;
  - v. Failure of Contractor to maintain the confidentiality of tax administration policies and procedures as set forth in the Agreement. However, isolated acts of individual employees do not constitute a Material Breach, unless Contractor has failed to adequately inform such individuals of the Department's confidentiality and security requirements as set forth in the Agreement;
  - vi. A finding that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law was intentionally false or intentionally incomplete;
  - vii. A finding that the certification filed by the Contractor in accordance with Procurement Lobbying Laws was intentionally false or intentionally incomplete;

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- viii. A finding that the information filed by the Contractor in accordance with the requirements for Vendor Responsibility is incomplete, untrue or inaccurate or that the Contractor has failed to comply with the Vendor Responsibility provisions of the Agreement;
- ix. Failure of Contractor to maintain vendor responsibility substantially similar to, or superior to, its status as of the execution of an Agreement; or
- x. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DTF shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

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

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

**Article II. Entirety of Agreement**

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

Appendix A of the IFB, "Standard Clauses for New York State Contracts", dated January 2014;

Attachment 19 – DTF-202 Agreement to Adhere to the Secrecy Provisions of the Tax law and the Internal Revenue code;

Base Contract;

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

Department's IFB, excluding Appendix A, and Attachment 19.

Contractor Proposal Clarifications; and

Contractor Proposal, excluding clarifications.

**Article III. Contractor Responsibilities**

The Contractor hereby agrees to provide all services as set forth herein and in IFB #14-07 and the Contractor's bid proposal in response to said IFB.

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

The Contractor must not disclose the data provided by the Department to any other individual or entity except as expressly provided by law. The data provided, while in the custody of the Contractor, must be

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kept confidential, and the Contractor must take all reasonable and prudent steps to ensure the data is fully protected and secured.

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

**A. Services and Processing License**

The Contractor shall:

1. Provide NCOALink processing services at the rates set forth herein under **Article VI, Fees and Payment**.
2. Throughout the term of this Contract and as a material condition thereof, continue to maintain its status as an NCOALink Full Service Provider licensed by the United States Postal Service (USPS), to provide National Change of Address processing services in accordance with current USPS Domestic Mail Manual Regulations pertaining to First Class Mail, Section 233.3.5 Move Update Standard USPS Postal Regulations, and as they may be amended from time to time.
3. Immediately notify the Department about any change in the status of their NCOALink license issued by the USPS.
4. Bill the Department for services provided, upon completion of each file run. Invoices must be submitted in accordance with the State procedures and practices.
5. Pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and give all notices and comply with all federal, State, and local laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract.

**B. Data Exchange, Security and Software**

1. The Contractor must supply electronic data file exchange over the Internet to and from the Department using secure file transfer protocols acceptable to the Department.

The Contractor must adhere to the DTF acceptable protocols for Internet data file exchange.

Data file exchange processes that are specifically unacceptable are: physical media or unsecured mail, magnetic tapes, CD, DVD, floppy Disc, removable drives, and 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 in order of preference. Encryption algorithms must comply with current FIPS 140.x guidelines.

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

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- Explicit FTPS allowed (port 21 and passive data ports range 3000-3999)
- 2. The Contractor will use electronic data file exchange for the transfer of data. The Contractor will use Secure File Transfer Protocol (SFTP) as the electronic data exchange protocol acceptable to the Department.
- 3. The Contractor will encrypt the connection and the data to secure the Department's sensitive data. The Contractor has identified and will use TCP Port 22 as the connection and data encryption, which is acceptable by the Department.
- 4. The Contractor will encrypt all transferred Department files at the data level using a public/private key pair encryption. The Contractor will use PGP file encryption, which is acceptable to the Department.
- 5. The Contractor will implement compatible software with these products and the connection will meet all Department and industry standard security measures, including the use of the standard TCP Port 22.

**C. Record Processing**

1. The Contractor agrees to process scheduled Business files and Individual files approximately six (6) times annually at the rate set forth herein under **Article VI, Fees and Payment**.
2. Contractor processing will be completed within **ten (10) business days** (twelve (12) to fourteen (14) calendar days plus holidays) from Contractor receipt of Outgoing File to DTF Receipt of Incoming File (**see Exhibits 1 and 2, respectively**).
3. The Contractor agrees that unscheduled file requests, if any, will be completed within **ten (10) business days** (twelve (12) to fourteen (14) calendar days plus holidays) from Contractor receipt of Outgoing File to DTF Receipt of Incoming File Layout, and at the rate set forth herein under **Article VI, Fees and Payment**.
4. For each file that the Department sends to the Contractor:
  - a. The Contractor will process each record for NCOA<sup>Link</sup> Address matches to the USPS-supplied Database using USPS certifiable standards. This will include Individual Moves, Family Moves, and Business Moves.
  - b. The Contractor will send back to the Department the same number of files, each with the same amount of records per file, in the same order as the extract files sent to the Contractor.
5. The Contractor and Department technicians shall work together to resolve any technical issues that may disrupt the electronic data exchange.
6. The Contractor agrees that specifications are per the current USPS mandates. File formats are subject to change as per USPS-mandated changes, or DTF technical considerations. The cost for these updates, if any, will be negotiated at the time of any mandated change or DTF direction.

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These file formats will remain fixed length records, with fixed length fields, and with no usage of packed fields.

7. The Contractor will implement compatible software for the Services.

**D. Other**

1. The Contractor will cooperate with the Department to utilize, where necessary, informal dispute resolution as well as the formal dispute resolution process to ensure the timely resolution of disputes and technical problems that arise during the term of this Contract.
2. The Contractor will respond within twenty-four (24) hours (unless such period is extended in writing by the Department because the nature of the issue requires additional time) to any DTF request to provide direction, information, approvals, authorizations, or decisions relating to the Contractor's performance under this Contract.
3. The Contractor will continuously provide the qualified and experienced personnel and levels of effort required to provide Services according to the performance standards under this Contract.

**Article IV. Department Responsibilities**

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

- a. Promptly designate the DTF Leadership Team, Project Director and DTF Project Managers following the date of commencement of this agreement;
- b. Make diligent efforts to provide the Contractor with direction, assistance, procedures, and contact persons necessary to perform in accordance with the requirements herein;
- c. Cooperate with the Contractor to utilize, where necessary, informal dispute resolution as well as the formal dispute resolution process to facilitate the timely resolution of disputes that arise;
- d. Provide the Contractor with access, as necessary, to its end users and system staff who are committed to providing the business information needed by the Contractor to perform services under this Agreement;
- e. Be responsible for the performance of its employees and agents;
- f. Advise the Contractor in writing of the security rules, procedures, and regulations that DTF may from time to time establish for its employees with respect to DTF's premises, property, records, and data in DTF's care and custody;
- g. Send the files for NCOALink processing in the manner agreed upon by the Parties. Currently, Business Files contain approximately fifteen million (15,000,000) records; Individual Files contain approximately twenty-nine million (29,000,000) records. DTF will produce one (1) file for Businesses and one (1) file for Individuals up to six (6) times annually; and

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- h. Compensate the Contractor for the Services based on the terms set forth herein under **Article VI, Fees and Payment.**

**Article V. Contract Term**

The Contract term shall be for a period of five (5) years and will commence upon approval of the New York State Office of the State Comptroller. The Contract may be renewed by mutual agreement of all Parties for two (2) additional one-year periods. Any renewals require the approval of the Offices of the New York Attorney General (AG) and the New York State Comptroller (OSC).

**Article VI. Fees and Payment**

The fees set forth in **Attachment 6, Pricing Proposal** shall not be increased during the first year of the initial Contract term. Any proposed increase in fees after the first year must be requested by the Contractor in writing at least sixty (60) days prior to the end of each contract year. Such increase shall be subject to negotiation between the Department and the Contractor. Notwithstanding the foregoing, fee increases for subsequent years shall be limited to the lesser of the Consumer Price Index, Table 10, for All Urban Customers (CPI-U, not seasonally adjusted, U.S. city average, all items, 1980-84=100), as reported by the U.S. Department of Labor, Bureau of Statistics, for the preceding twelve (12) month period, or three percent (3%).

If the renewal option(s) is exercised, rate increases shall also be limited to the lesser of the percentage change in the Consumer Price Index for All Urban Customers, table 10, as reported by the U.S. Department of Labor, Bureau of Statistics for the CPI-U for the preceding twelve (12) month period or three percent (3%).

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

Payment will be made only upon submission of proper invoices (see "Properly Submitted Invoices" below) by the Contractor, and in accordance with the provisions of Article 11-A of New York State Finance Law.

Properly Submitted Invoices--Required Information on properly submitted invoices:

- Contractor's SFS Vendor Number;
- Invoice or account number;
- Name of NYS Agency to which goods or services related to the invoice were provided;
- A valid NYS Purchase Order (PO) Number and/or Contract number associated with the invoice; and
- Line item details that match the corresponding PO line item.

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Submission:

- Preferred Method: Email invoices to the OGS-BSC at: [accountspayable@ogs.ny.gov](mailto:accountspayable@ogs.ny.gov) including the invoice number and the name of the agency being billed in the subject field. (Note: Do not send a paper copy, in addition to the electronic invoice.)
- Alternate method: Mail invoices to OGS-BSC at the Following U.S. postal Address:

New York State Department of Taxation and Finance  
c/o NYS OGS Business Services Center  
PO Box 2117  
Albany, NY 12220-0117

**Article VII. Secrecy Provisions**

**A. Required Forms**

The Contractor will require each employee and/or subcontractor assigned to this Agreement to sign form **DTF-202 Agreement to Adhere to the Secrecy Provisions of the Tax Law and the Internal Revenue Code** as set forth in **Attachment 19** of the IFB. This form will be retained by the Contractor and provided to the Department upon request.

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

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

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

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

**C. Information Security Breach and Notification Act**

Contractor expressly agrees to comply with the provisions of Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005, commonly known as the Information Security Breach and Notification Act (the "ISBNA" or "Act"), and any future amendments thereto. Contractor shall comply with all obligations imposed by the notice provisions of the ISBNA with respect to any computerized "private information" (as defined in the Act) received, handled, processed, uploaded, or maintained by Contractor on behalf of the Department under this

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

**D. Ownership of Data/Data Security**

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

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

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

**Article VIII. Reserved Rights**

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

The Department shall have the right to send its officers and/or employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where



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the Contractor is found to be non-compliant with contract safeguards. Such determination shall be made at the sole discretion of the Department.

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

**Article IX. Performance Standards and Remedies**

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

**Article X. Dispute Resolution**

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

**Article XI. Continuing Administrative Requirements**

**Vendor Responsibility**

**General Responsibility**

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Department, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance and organizational and financial capacity.

**Suspension of Work**

The Department, at its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the

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terms of the suspension order. Contract activity may resume at such time as the Department issues a written notice authorizing resumption of performance under the Contract.

#### Termination

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Department at the Contractor's expense where the Contractor is determined by the Department to be non-responsible. In such event, the department may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

#### Sales and Compensating Use Tax

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

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

#### Procurement Lobbying

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

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

#### Iran Divestment Act

By entering into this Contract, Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at:

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<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before DTF may approve a request for Assignment of Contract.

During the term of the Contract, should DTF receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DTF will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DTF shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

DTF reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

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

**Requirements and Procedures**

**1. General Provisions**

- A. The New York State Department of Taxation and Finance (DTF) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DTF, to fully comply and cooperate with the DTF in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBES”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to paragraph 7 herein or enforcement proceedings as allowed by the Contract.

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**2. Contract Goals**

- A. For purposes of this procurement, the DTF hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises (“MWBE”) participation for subcontractors and suppliers; 8.36% for Minority-Owned Business Enterprises (“MBE”) participation and 11.64% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Paragraph 2-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following Internet address: <http://www.esd.ny.gov/mwbe.html>.

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

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

**3. Equal Employment Opportunity (EEO)**

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
  - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  - 2. The Contractor shall submit an EEO policy statement to the DTF within seventy two (72) hours after the date of the notice by DTF to award the Contract to the Contractor.
  - 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the DTF may provide the Contractor or Subcontractor a model statement (**see Exhibit 4 of IFB**).

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4. The Contractor's EEO policy statement shall include the following language:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
  - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Attachment 11 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a 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. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Attachment 12 - Workforce Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DTF of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

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2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
  3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**4. MWBE Utilization Plan**

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

**5. Waivers**

- A. For Waiver Requests Contractor should use **M/WBE 104, Request for Waiver Form, Attachment 9** of IFB.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the DTF shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the DTF, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DTF may issue a notice of deficiency to the Contractor. The Contractor must respond to

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the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

**6. Quarterly MWBE Contractor Compliance Report**

Contractor is required to submit a Quarterly MWBE Contractor Compliance and Payment information on the New York State Contracting System located at <https://ny.newnycontracts.com/> by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. See Exhibit G for an example of the information required.

**7. Liquidated Damages - MWBE Participation**

- A. Where DTF determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the DTF liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DTF, Contractor shall pay such liquidated damages to the DTF within sixty (60) days after they are assessed by the DTF unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DTF.

**Article XII. Termination**

**Termination for Cause**

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

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

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

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

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

1. Failure to meet the obligations and responsibilities imposed on the Contractor by Article III.
2. Breach of a material term or condition of any subcontract by Contractor or the subcontractor, if such breach materially impairs Contractor's performance under this Agreement with the reasonable likelihood that a material failure to perform by Contractor will occur.
3. Contractor is or becomes insolvent or a party to any bankruptcy or receivership proceeding, or any similar action affecting the affairs or property of Contractor.
4. Failure of the Contractor to remain a responsible Contractor consistent with applicable New York State law, regulations and/or policy.
5. A finding that the certification filed by the Contractor in accordance with Procurement Lobbying was intentionally false or intentionally incomplete.
6. A finding that the information filed by the Contractor in accordance with the requirements for Vendor Responsibility is incomplete, untrue or inaccurate.
7. Failure of Contractor to maintain vendor responsibility substantially similar to, or superior to, its status as of the execution of this Agreement.
8. A finding that the certification filed by the Contractor in accordance with Section 5-a of the Tax law was not timely filed during the term of the Contract or the Certification filed was intentionally false or intentionally incomplete.

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

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

**Termination for Convenience**

The Department may terminate the Agreement in whole or in part at any time for convenience upon thirty (30) days written notice to the Contractor without penalty or other early termination charges due.



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**Notice of Termination**

In the event of termination of the Agreement by the Department, the Department will issue a written Notice of Termination.

**Procedure for Termination**

In the event of Termination for Cause or Convenience, the Parties agree to cooperate in a manner to effect an orderly termination of the Contract. In the event of termination for any reason, the Contractor will be reimbursed for all services, not in dispute, performed up to the date of termination.

**Article XIII. Indemnification and Damages**

**A. Indemnification**

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

**B. Indemnification Relating to Third Party Rights**

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

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

**C. Limitation of Liability**

Except as otherwise set forth in the Indemnification clause and the Indemnification Relating to Third Party Rights clause, the limit of liability shall be as follows:

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1. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products and/or Services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products and/or services, or parts thereof forming the basis of the Authorized User's claim (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) five hundred thousand dollars (\$500,000), whichever is greater.

2. The Authorized User may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

3. Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

**D. Force Majeure**

Neither Party shall be responsible to the other for a delay resulting from its failure to perform if neither the fault nor negligence of the Department or the Contractor, its officers, employees or agents contributed to such delay and the delay is due directly to: acts of God, wars, acts of public enemies, terrorism strikes, fire or floods, or other similar causes beyond the control of either Party, or for any of the foregoing which affects subcontractors or suppliers and no alternate source of supply is available to the Contractor. In such event, the aggrieved Party shall notify the other Party by, certified or registered United States mail return receipt requested, facsimile transmission, personal delivery, expedited delivery service, or e-mail of the delay or potential delay and the cause(s) thereof either (a) within ten (10) calendar days after the cause which creates or will create the delay first arose if the aggrieved Party could reasonably foresee that a delay could occur by reason thereof, or (b) if the delay is not reasonably foreseeable, within five (5) calendar days after the date the aggrieved Party first had reason to believe that a delay could result. The foregoing shall constitute the aggrieved Party's sole remedy or excuse with respect to such delay. In the event performance is suspended or delayed in whole or in part, by reason of any of the aforesaid causes or occurrences and proper notification is given to the other Party, any performance so suspended or delayed shall be performed by the Contractor at no increased cost, promptly after such disabilities have ceased to exist unless it is determined in the sole discretion of the Department that the delay will significantly impair the value of the Contract to the Department. In the event of such determination, the Department may immediately terminate the Contract with written notice.

**E. Breach of Confidentiality**

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

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**Article XIV. Insurance**

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall procure at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, policies of insurance as herein below set forth, written by companies authorized by the New York State Financial Services Department to issue insurance in the State of New York with an A.M. Best Company rating of "A-" or better or as acceptable to the Department.

The Department may, at its sole discretion, accept policies of insurance written by a non-authorized carrier(s) when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit. Nothing herein shall be construed to require the Department to accept insurance placed with a non-authorized carrier under any circumstances.

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

**1. General Conditions:**

All policies of insurance required by this Agreement must meet the following requirements:

- a) **Coverage Types and Policy Limits.** The types of insurance and policy limits required from the Contractor are specified in Paragraph 2, Specific Coverages and Limits, below.
- b) **Policy Forms.** Except as otherwise specifically provided herein, or agreed to in writing by the Department, policies must be written on an occurrence basis. Under certain circumstances, the Department may elect to accept policies written on a claims-made basis provided that, at a minimum, the policy remains in force throughout the performance of services and for three (3) years after completion of the Contract. If the policy is cancelled or not renewed during that time, the Contractor must purchase, at its sole expense Discovery Clause coverage sufficient to complete the 3-year period after completion of the Contract. Written proof of this extended reporting period must be provided to the Department prior to the policy's expiration or cancellation.
- c) **Certificates of Insurance/Notices.** Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Department, before commencing any work under this Contract. Certificates shall reference the Contract Number. Certificates shall be mailed to:

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

Unless otherwise agreed to, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to the Department, Attention: Ms. Catherine Golden, Director, New York State Department of Taxation and Finance, Office of Budget and

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Management Analysis, Procurement Services Unit, WA Harriman State Campus, Albany, NY 12227. In addition, if required by the Department, the Contractor shall deliver to the Department within forty-five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.

Certificates of Insurance shall:

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

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

- d) Primary Coverage.** All insurance policies shall provide that required coverage shall apply on a primary and not on an excess or contributing basis to any other insurance that may be available to the Agency for any claim arising from the Contractor's Work under this Contract, or as a result of the Contractor's activities. Any other insurance maintained by the Department shall be excess and not contribute with the Contractor's insurance regardless of the other insurance clause contained in the Department's own policy of insurance.
- e) Policy Renewal/Expiration.** At least two weeks prior to the expiration of any policy required by this Contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the Department than the expiring policies shall be delivered to DTF in the manner required for service of notice in **Paragraph 1. c. Certificates of Insurance/Notices** above. If, at any time during the term of this Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth on the Contract or proof thereof is not provided to DTF, the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the Department. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by the Contract or not providing proof of same in a form acceptable to DTF, shall not give rise to a delay claim or any other claim against the Department. Should the Contractor fail to provide or maintain any insurance required by this Contract or proof thereof is not provided to the Department, the Department/City may withhold further Contract payments, treat such failure as a breach or default of the Contract, and/or, after providing written notice to the Contractor, require the Surety (if any) to secure appropriate coverage and/or purchase insurance complying with the Contract and charge back such purchases to the Contractor.

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- f) Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. Additional surety/security may be required in certain circumstances. The Contractor shall be solely responsible for all claim expenses and loss of payments within the deductible or self-insured retention.
- g) Subcontractors.** Should the Contractor engage a Subcontractor, the Contractor shall endeavor to impose the insurance requirements of this document on the Subcontractor, as applicable. Required insurance limits should be determined to commensurate with the work of the Subcontractor. Proof thereof shall be supplied to the Department.

**2. Specific Coverages and Limits**

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

**i. General Liability**

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

- a. Each Occurrence Limit – not less than \$1,000,000
- b. General Aggregate – \$2,000,000
- c. Products/Completed Operations Aggregate – \$2,000,000
- d. Personal /Advertising Injury Liability- \$1,000,000
- e. Damage to Rented Property - \$50,000
- f. Medical Expense - \$5,000

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

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

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The following ISO forms must be endorsed to the Policy:

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

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

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

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

**ii. Workers’ Compensation**

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

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

- a. C-105.2 (September 2007, or most current version) – Certificate of Workers’ Compensation Insurance
- b. U-26.3 – Certificate of Workers’ Compensation Insurance from the State Insurance Fund.
- c. GSI-105/SI-12 – Certificate of Workers’ Compensation Self Insurance.

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

**iii. Disability Benefits**

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

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

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

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

**Article XV: General Terms and Conditions**

**Invariable Terms and Conditions**

**Appendix A**

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

**Tax Liabilities**

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

**Payment Records**

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

**Governing Law**

The laws of the State of New York, without regard to conflicts of law, shall govern the interpretation and application of any of the terms or conditions of this Agreement.

**Required Approvals**

This Agreement and any amendments will not be effective until approved by the Department, Office of the New York State Attorney General and the Office of the New York State Comptroller, if applicable.

**Ethics Provision**

The Contractor shall comply will all applicable requirements of Public Officers Law Sections 73

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and 74, the Procurement Lobbying Reform Act of 2005, and other State statutes, rules and regulations establishing ethical standards for the conduct of business with New York State. Failure to comply with those provisions may result in termination of the Agreement and/or other civil or criminal proceedings as required by law.

**Americans with Disabilities Act**

The Contractor's processing and operations sites must be in compliance with applicable building codes and the Americans with Disabilities Act.

**Pending Litigation**

Contractor shall notify the Department of any pending litigation, regulatory action or commencement of legal or regulatory actions which may have a material adverse impact on the ability of Contractor to provide the services under this Agreement. Such notification shall be in writing, and directed to the Director of Procurement.

**Permission to Investigate**

In the event that the Department determines it necessary to investigate relative to a possible or actual (1) crime, or (2) breach of confidentiality or security, Contractor and its Subcontractors 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 investigators. The State may interview Contractor's employees and/or agents in connection with an investigation during normal business hours.

**Cooperation with Department Investigations**

The Contractor must agree to cooperate fully with any investigation conducted by the Department or its designee acting on its behalf, including, but not limited to, the Inspector General's Office, the New York State Police or any local, state or federal law enforcement agency. In the case of criminal investigations, an out of state Contractor or an out of state Subcontractor performing any of the services relating to this Contract must waive the procedures of CPL Section 640.10 and agree to subject itself to the jurisdiction of the court under the protections of CPL Section 640.10. The Contractor must designate the Secretary of State to receive service for this purpose.

**Mergers, Acquisitions or Consolidation**

In the event of a merger, acquisition, or other consolidation involving the Contractor which affects this Agreement, the Contractor agrees to transfer all responsibilities for the performance of this Agreement to the successor entity with approval of the Department.



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**Funding**

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

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

**Assignment of Rights and Duties**

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

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

**Continuity of the Agreement**

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

Notwithstanding the foregoing, **Appendix A, Article VII (Secrecy Provisions), and Article XIII (Indemnification and Damages)** shall survive the term of this Contract.

**Cooperation with Third Parties**

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

**Severability**

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such provision, the remainder of this Agreement shall remain in full force and effect, and only such term or provision shall be deemed null and void. In addition, if any

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provision of the Agreement, for any reason, is declared to be unenforceable, the Parties shall make a reasonable effort to substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the Parties.

**Conflict of Interest**

If during the term of this Contract, and any extensions thereof, the Contractor becomes aware of an actual or potential relationship which may be considered a conflict of interest, the Contractor shall notify the Department in writing immediately. The Contractors will be responsible for establishing procedures to identify potential conflicts of interest. The Contractor must immediately notify the Department in writing and disclose the nature of the potential conflict of interest in the manner prescribed by the Department. The Department will have sole discretion in evaluating the nature of the identified conflict of interest and will make the final decision regarding its resolution.

**Contractor & Subcontractors**

**A. Contractor**

The Contractor is acting as the prime contractor under this Agreement and shall be:

1. Responsible for, and liable to, the Department for performing in accordance with this Agreement.
2. Responsible for supervising the work of its Subcontractors performing any Services under the Agreement consistent with industry standards applicable to such work.
3. As fully responsible for the acts and omissions of its Subcontractors and employees as it is for acts and omissions of its own employees and agents.
4. Responsible for payment of all Subcontractors and suppliers engaged by or through the Contractor in performance of this Agreement.

**B. Subcontractors**

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

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

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Contractor shall include in all subcontracts for the Services performed in connection with this Contract, binding provisions consistent with those found in the Contract, including, but not limited to that:

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

Contractor shall be as fully responsible to the Department for the acts and omissions in the performance of Services under the Contract of the Subcontractors and/or persons either directly or indirectly employed by it or by the Subcontractors, as it is for the acts and omissions in the performance of Services under the Contract of persons directly employed by the Contractor. Contractor shall not in any way be relieved of any financial, programmatic or service responsibility under the Contract by its agreement with any Subcontractor or by the Department's approval of such an agreement with a Subcontractor.

**C. Litigation Support**

Contractor and/or Subcontractor will make available appropriate personnel to testify in any administrative or judicial proceedings as they relate to services provided pursuant to this Agreement.

**Extension of Use**

The terms and conditions of this Agreement may be extended to any other New York State agency, political subdivision, governmental jurisdiction or other authorized entity, through the use of a formally executed agreement between the Contractor and the state agency, political subdivision, governmental jurisdiction, or other authorized entity, subject to review and approval of the Office of the New York State Attorney General and the Office of the New York State Comptroller, if applicable. New York State reserves the right to negotiate pricing discounts based on any increased volume generated by such extensions.

**Publicity**

To the extent allowable by law, the Contractor shall not at any time, during or after termination of this Agreement, make any statement to the press or issue any material for publication through any media of communication bearing on the Services performed under this Agreement without the prior written approval of the Department.

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NATIONAL CHANGE OF ADDRESS (NCOA) AND NIXIE MAIL PROCESSING SERVICES**

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

**Dual Employment Provision**

Contractor shall implement and administer a 'dual employment policy' under the Code of Ethics in Government Act. Contractor agrees that all of Contractor's personnel, whether permanent or temporary, involved in providing Services pursuant to this Agreement, shall be required to sign a document at the time of employment attesting that they are not employed by the Department.

**Independent Contractor**

It is understood and agreed that the legal status of the Contractor, its agents, officers and employees and/or Subcontractors under this Contract is that of an independent Contractor and in no manner shall they be deemed employees of the Department, and therefore are not entitled to any of the benefits associated with such employment.

The Contractor agrees, during the term of the Agreement, to maintain at Contractor's expense those benefits to which its employees would otherwise be entitled by law. The Contractor remains responsible for all applicable Federal, State and local taxes, and all FICA contributions.

**Authorized Representatives**

**Notices**

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

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

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

**Notices to the Department from the Contractor:**

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

**Notices to the Contractor from the Department:**

(To be determined)

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

The Parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other Party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

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

***[Contractor Name]***

**New York State Department of Taxation and Finance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney General

\_\_\_\_\_  
Office of the State Comptroller

**NEW YORK STATE  
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CORPORATION

STATE OF

COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared \_\_\_\_\_,

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

\_\_\_\_\_ NOTARY PUBLIC

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**Exhibit 1 – NCOA Outgoing File Layout**

Sending format: SHAD.COMMON.COPYLIB.SOURCE(TK0160FD)

\*\*\* THIS COPYBOOK IS THE NCOA EXTRACT FILE DESCRIPTION. IT \*\*\*  
\*\*\* BE USED BY TK0160B2 AND TK0170B2. \*\*\*  
\*\*\*-----\*\*\*

01 NCOA-REC.  
\*\* =====  
\*\*\*-----\*\*\*  
\*\* 001 - 050  
05 NCOA-FORMATTED-NAME PIC X(50).  
\*\*\*-----\*\*\*  
\*\* 051 - 100  
05 NCOA-OPTIONAL-ADDRESS  
PIC X(50).  
\*\*\*-----\*\*\*  
\*\* 101 - 150  
05 NCOA-PRIMARY-ADDRESS  
PIC X(50).  
\*\*\*-----\*\*\*  
\*\* 151 - 178  
05 NCOA-CITY PIC X(28).  
\*\*\*-----\*\*\*  
\*\* 179 - 180  
05 NCOA-STATE PIC X(2).  
\*\*\*-----\*\*\*  
\*\* 181 - 185  
05 NCOA-ZIP-CODE PIC X(5).  
\*\*\*-----\*\*\*  
\*\*\* CURRENTLY SPACE FILLED  
\*\* 186 - 193  
05 NCOA-OPTIONAL-KEYCODE  
PIC X(8).  
\*\*\*-----\*\*\*  
\*\* 194 - 210  
05 NCOA-CLIENT-DATA.  
\*\* =====  
\*\*\*-----\*\*\*  
\*\* 194 - 207  
10 NCOA-MASTER-ID PIC X(14).  
\*\*\*-----\*\*\*  
\*\* 208 - 210  
10 NCOA-ADR-NMBR PIC X(3).

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**Exhibit 2 – NCOA Incoming File Layout**

Returned data format: SHAD.COMMON.COPYLIB.SOURCE(TK0161FD)

\*\*\* THIS COPYBOOK IS THE NCOA RETURNED FILE DESCRIPTION. IT \*\*\*  
\*\*\* BE USED BY TK0161B2 ,TK169B2 AND TK171B2. \*\*\*  
\*\*\*-----\*\*\*

\*\* STANDARDIZED CLIENT INPUT

```

01 NCOA-REC.
** =====
***-----***
** 0001 - 0210 ORIGINAL INPUT RECORD
   05 NCOA-ORIG-INFO.
** =====
***-----***
** 0001 - 0050
   10 NCOA-ORIG-FORMATTED-NAME
                        PIC X(50).
***-----***
** 0051 - 0100
   10 NCOA-ORIG-OPT-ADR
                        PIC X(50).
***-----***
** 0101 - 0150
   10 NCOA-ORIG-PRIM-ADR
                        PIC X(50).
***-----***
** 0151 - 0178
   10 NCOA-ORIG-CTY    PIC X(28).
***-----***
** 0179 - 0180
   10 NCOA-ORIG-ST    PIC X(2).
***-----***
** 0181 - 0185
   10 NCOA-ORIG-ZIP-CD
                        PIC X(5).
***-----***
** 0186 - 0193
   10 NCOA-ORIG-OPT-KEYCD
                        PIC X(8).
***-----***
** 0194 - 0210
   10 NCOA-ORIG-CLIENT-DATA.
** =====
***-----***
** 0194 - 0207
   15 NCOA-ORIG-MASTER-ID
                        PIC X(14).
***-----***
** 0208 - 0210
   15 NCOA-ORIG-ADR-NMBR

```



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```

PIC X(3).
***-----***
** 0211 - 0240 APT #, SUITE #, ETC
      05 STD-LINE-1          PIC X(30).
***-----***
** 0241 - 0270 MAIN ADDRESS
      05 STD-LINE-2          PIC X(30).
***-----***
** 0271 - 0288  CITY ABBREVIATION
      05 STD-CITY-ABBREV     PIC X(18).
**
** NOTE-VENDOR HAS 2 CITY ABBREVIATIONS AVAIL 13 AND 28 CHAR
**      TI CITY IS 18 CHAR SO WE CAN'T USE THE 28 CHAR FROM MBS
***-----***
** 0289 - 0290 STATE ABBREVIATION
      05 STD-STATE          PIC X(2).
***-----***
** 0291 - 0295 ZIP-5
      05 STD-ZIP5           PIC X(5).
***-----***
** 0296 - 0299 ZIP-4
      05 STD-ZIP4           PIC X(4).
***-----***
** 0300 - 0303 CARRIER ROUTE
      05 STD-CARRIER-ROUTE  PIC X(4).
***-----***
** 0304 - 0305 DELIVERY POINT BAR CODE
      05 STD-DELIVERY-POINT  PIC X(2).
***-----***
** 0306 - 0306 DELIVERY POINT BAR CODE CHECK DIGIT
      05 STD-DELIVERY-CHKDGT PIC X(1).
***-----***
** 0307 - 0310 ELOT SEQUENCE NUMBER
      05 NCOA-ELOT-NMBR      PIC X(4).
***-----***
* 0311 - 0311 ELOT SEQUENCE CODE
      05 NCOA-ELOT-CODE      PIC X(1).
***-----***
** INPUT STANDARDIZATION (CASS) INFORMATION          ***
***-----***
* 0312 - 0312 DELIVERY POINT VALIDATION STATUS CODE
      05 DPV-STATUS-CODE     PIC X(1).

```

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88 CONFIRMED-DELIVERY-PT VALUE 'Y'.  
 88 SEC-INVALID-PRIM-VALID VALUE 'S'.  
 88 SEC-MISSING-PRIM-VALID VALUE 'D'.  
 88 ADR-NOT-VALID-DP-CASS VALUE 'N'.

\*\*\*-----\*\*\*

\*\* 0313 - 0314 DELIVERY POINT VALIDATION FOOTNOTE

05 DPV-FOOTNOTE PIC X(2).

88 ADDR-MATCH-DPV VALUE 'BB'.  
 88 PRIM-MATCH-DPV-NOT-SEC VALUE 'CC'.  
 88 MILITARY-ADR-DPV-ZIP VALUE 'F1'.  
 88 GEN-DELV-DPV-ZIP-CONF VALUE 'G1'.  
 88 PRIM-ADR-NMBR-MISSING VALUE 'M1'.  
 88 PRIM-ADR-NMBR-INVALID VALUE 'M3'.  
 88 PR-VAL-HIGHRISE-MISSNG VALUE 'N1'.  
 88 MISSING-BOX-NMBR VALUE 'P1'.  
 88 INVALID-BOX-NMBR VALUE 'P3'.  
 88 ADDR-MATCH-CMRA VALUE 'RR'.  
 88 ADDR-MATCH-CMRA-NO-PMB VALUE 'R1'.  
 88 DPV-CONF-UNIQUE-ZIP VALUE 'U1'.

\*\* CMRA = COMMERCIAL MAIL RECEIVING AGENCY

\*\*\*-----\*\*\*

\*\* 0315 - 0315 DELIVERY POINT VALIDATION CMRA

05 DPV-CMRA PIC X(1).

88 CMRA-YES VALUE 'Y'.  
 88 CMRA-NO VALUE 'N'.

\*\*\*-----\*\*\*

\*\* 0316 - 0317 LACS FOOTNOTE

05 LACS-FOOTNOTE PIC X(2).

88 MATCHED-NEW-IN-STD VALUE 'A'.  
 88 MATCHED-SEC-NA-NR VALUE '09'.  
 88 MATCHED-UNRES-NR VALUE '14'.  
 88 MATCHED-SEC-DRP-IN-STD VALUE '92'.  
 88 LACS-ELIGBL-NO-MATCH VALUE '00'.

\*\*-----\*\*\*

\* 0318 - 0318 STD DELIVERABILITY CODE

05 STD-DELIV-CODE PIC X(1).

88 ZIP4-MATCHED-DLVRBL VALUE 'Y'.  
 88 UNSUITBLE-4-DLVRY VALUE 'N'.

\*\*-----\*\*\*

\* 0319 - 0319 CASS ADDRESS TYPE

05 CASS-ADR-TYP PIC X(1).

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88	FIRM	VALUE 'F'.
88	GENERAL-DELIVERY	VALUE 'G'.
88	HI-RISE	VALUE 'H'.
88	PO-BOX	VALUE 'P'.
88	RURAL-ROUTE-OR-HWY	VALUE 'R'.
88	STREET-LEVEL	VALUE 'S'.

\*\*\*-----\*\*\*

\*\* 0320 - 0320 CASS ZIP VERIFIED

05 CASS-ZIP-VERIFIED PIC X(1).

88	INPUT-ZIP-VALID	VALUE 'Y'.
88	INPUT-ZIP-VALID-INVLD	VALUE 'N'.

\*\*\*-----\*\*\*

\*\* 0321 - 0321 CASS ZIP VERIFIED

05 CASS-ZIP-VERIFIED PIC X(1).

88	INPUT-CZ-VERIFIED	VALUE 'Y'.
88	INPUT-CZ-INVALID	VALUE 'N'.

\*\*-----\*\*\*

\* 0322 - 0322 CASS CITY VERIFIED

05 CASS-CITY-VERIFIED PIC X(1).

88	CASS-CITY-VERIFIED-VALID	VALUE 'Y'.
88	CASS-CITY-VERIFIED-INVLD	VALUE 'N'.

\*\*-----\*\*\*

\* 0323 - 0323 CASS CITY STANDARDIZED

05 CASS-CITY-STDIZD PIC X(1).

88	CASS-CITY-INPUT-CHGD	VALUE 'Y'.
88	CASS-CITY-INPUT-NO-CHG	VALUE 'N'.

\*\*-----\*\*\*

\* 0324 - 0324 CASS MULTI FAMILY DWELLING

05 CASS-MULT-FAM-DWL PIC X(1).

88	HI-RISE-YES	VALUE 'Y'.
88	HI-RISE-NO	VALUE 'N'.

\*\*-----\*\*\*

\* 0325 - 0325 CASS MULTI FAMILY DWELLING WITH SECONDARY

05 CASS-MULT-FAM-DWL-W-SEC PIC X(1).

88	HI-RISE-W-SEC	VALUE 'Y'.
88	HI-RISE-SEC-INVALID	VALUE 'N'.

\*\*-----\*\*\*

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```

**      0326 - 0326 CASS RR/HC ADDRESS
          05  CASS-RR-HV-ADR              PIC X(1).
          88  RR-OR-HC                    VALUE 'Y'.
          88  NOT-RR-OR-HC                VALUE 'N'.

***-----***
**      0327 - 0327 CASS RR/HC ADDRESS WITH BOX NUMBER
          05  CASS-RR-HV-ADR-W-BOX        PIC X(1).
          88  RR-OR-HC-W-BOX              VALUE 'Y'.
          88  RR-OR-HC-WO-BOX             VALUE 'N'.

***-----***
**      0328 - 0328 ZIP + 4 DEFAULT FLAG
          05  CASS-RR-HV-ADR-W-BOX        PIC X(1).
          88  ZIP4-MATCH-DEFAULT          VALUE 'Y'.
          88  ZIP4-NOT-DEFAULT-CASS       VALUE 'N'.

***-----***
**      0329 - 0334 ASSIGNED STATUS OR UNASSIGNED ERROR CODE
          05  ASSIGNED-ERROR-CODE         PIC X(6).
** NOT SURE HOW TO CODE THIS SECTION - SEE LAYOUT FROM VENDOR
**          88  STATUS-CODE               VALUE 'Y'.
**          88  ERROR-CODE                VALUE 'N'.

***-----***
**      0335 - 0362 RESERVED
          05  FILLER                       PIC X(28).

***-----***
***
***          NCOALINK NEW ADDRESS          ***
***
***-----***

**      0363 - 0392 NCOALINK LINE-1 ADDR
          05  NCOALINK-LINE-1             PIC X(30).

***-----***

**      0393 - 0422 NCOALINK LINE-2 ADDR
          05  NCOALINK-LINE-2             PIC X(30).

***-----***

**      0423 - 0440 NCOALINK NEW CITY
          05  NCOALINK-NEW-CITY           PIC X(18).

***-----***

```

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```

** 0441 - 0442 NCOALINK NEW STATE
      05 NCOALINK-NEW-STATE          PIC X(2).
***-----***

** 0443 - 0447 NCOALINK NEW ZIP
      05 NCOALINK-NEW-ZIP           PIC X(5).
***-----***

** 0448 - 0451 NCOALINK NEW ZIP+4
      05 NCOALINK-NEW-ZIP4         PIC X(4).
***-----***

** 0452 - 0455 NCOALINK NEW CARRIER ROUTE
      05 NCOALINK-NEW-CARRIER-RTE PIC X(4).
***-----***

** 0456 - 0457 NCOALINK NEW DELIVERY POINT BAR CODE
      05 NCOALINK-NEW-DP-BARCODE   PIC X(2).
***-----***

** 0458 - 0458 NCOALINK NEW DELIVERY POINT BAR CODE CHK DGT
      05 NCOALINK-NEW-DP-BC-CHKDGT PIC X(1).
***-----***

** 0459 - 0462 NCOALINK ELOT SEQUENCE NUMBER
      05 NCOALINK-ELOT-SEQ-NMBR     PIC X(4).
***-----***

** 0463 - 0463 NCOALINK ELOT SEQUENCE CODE
      05 NCOALINK-ELOT-SEQ-CODE     PIC X(1).
***-----***

** 0464 - 0464 NCOALINK RECORD TYPE
      05 NCOALINK-REC-TYPE          PIC X(1).
***-----***

** 0465 - 0476 RESERVED
      05 FILLER                      PIC X(12).

```

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```

***-----***
***                                     ***
***           NCOALINK INFORMATION           ***
***                                     ***
***-----***

```

\*\* 0477 - 0478 NCOALINK FOOTNOTE

05 NCOALINK-FOOTNOTE PIC X(2).

\*\* MATCHED - NEW ADDRESS RETURNED

```

88 ALL-ELEMENT-MATCH           VALUE 'A'.
88 NEW-RETD-COA-SEC-DROPPED    VALUE '91'.
88 NEW-RETD-INP-SEC-DROPPED    VALUE '92'.

```

\*\* MATCHED - NO NEW ADDRESS RETURNED

```

88 MATCH-TO-FOREIGN-MOVE       VALUE '01'.
88 MATCH-NO-FWD-ADDR          VALUE '02'.
88 MATCH-PO-BOX-CLOSED        VALUE '03'.
88 MATCH-TO-MULTIPLE-DP        VALUE '05'.
88 MATCH-NEW-ADR-NO-CONVERT    VALUE '14'.
88 MATCH-BUT-DPV-NO-CONFIRM    VALUE '19'.

```

\*\* NOT MATCHED - NO NEW ADDRESS RETURNED

```

88 NO-MATCH-NEW-ADR           VALUE '00'.
88 MATCH-FAM-MOVE-NO-SEC      VALUE '04'.
88 MATCH-MULT-MI-TEST-FAIL    VALUE '06'.
88 MATCH-MULT-GENDER-TEST-FL  VALUE '07'.
88 MATCH-MULT-ADR-ELE-FAIL    VALUE '08'.
88 MATCH-FAM-HIRISE-SEC-MISS  VALUE '09'.
88 MATCH-FAM-RRBOX-MISSING    VALUE '10'.
88 MATCH-SURNAME-NOT-FRST     VALUE '11'.
88 MATCH-SURNAME-NOT-MI       VALUE '12'.
88 MATCH-SURNAME-NOT-GNDR     VALUE '13'.
88 INDIV-NAME-NSF-FOR-MATCH   VALUE '15'.
88 SEC-ADR-MISSING            VALUE '16'.
88 INPUT-NAME-NSF-FOR-MATCH   VALUE '17'.
88 FAM-MATCH-TO-GENRL-ADDR    VALUE '18'.
88 MATCH-MULT-CONFLCT-ADRS    VALUE '20'.
88 NEW-ADR-PEND-DELETION      VALUE '66'.

```

```

***-----***

```

\*\* 0479 - 0484 NCOALINK MOVE EFFECTIVE DATE

05 NCOALINK-EFFCTV-DATE PIC X(6).

```

***-----***

```

\*\* 0485 - 0485 NCOALINK DELIVERABILITY CODE

05 NCOALINK-DELIV-CODE PIC X(1).

```

88 DELIVERABLE                 VALUE 'Y'.
88 UNSUITABLE-FOR-DELIVERY     VALUE 'N'.

```

```

***-----***

```

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```

**      0486 - 0486  NCOALINK MOVE TYPE
      05  NCOALINK-MOVE-TYPE          PIC X(1).

          88  INDIVIDUAL-MOVE          VALUE 'I'.
          88  FAMILY-MOVE              VALUE 'F'.
          88  BUSINESS-MOVE            VALUE 'B'.

***-----***
**      0487 - 0487  NCOALINK FOREIGN MOVE FLAG
      05  NCOALINK-FOREIGN-MOVE       PIC X(1).
          88  FOREIGN                  VALUE 'F'.
          88  DOMESTIC                 VALUE ' '.

***-----***
**      0488 - 0488  ZIP+4 DEFAULT FLAG
      05  ZIP4-DEFAULT-FLAG           PIC X(1).

          88  MATCH-ZIP4-DEFAULT       VALUE 'Y'.
          88  ZIP4-NOT-DEFAULT         VALUE ' '.

***-----***
**      0489 - 0489  DPV STATUS CODE
      05  DPV-STATUS-CODE             PIC X(1).

          88  CONF-DP-PRI-SEC-BOTH-VALID VALUE 'Y'.
          88  SEC-INVALID-PRI-VALID    VALUE 'S'.
          88  SEC-MISSING-PRI-VALID    VALUE 'D'.
          88  ADR-NOT-VALID-DP         VALUE 'N'.
          88  ADR-IS-FALSE-POSITIVE    VALUE 'L'.

***-----***
**      0490 - 0491  DPV FOOTNOTE
      05  DPV-FOOTNOTE-N              PIC X(2).

          88  ADDR-MATCH-DPV-N         VALUE 'BB'.
          88  PRIM-MATCH-DPV-NOT-SEC-N VALUE 'CC'.
          88  MILITARY-ADR-DPV-ZIP-N   VALUE 'F1'.
          88  GEN-DELV-DPV-ZIP-CONF-N  VALUE 'G1'.
          88  PRIM-ADR-NMBR-MISSING-N   VALUE 'M1'.
          88  PRIM-ADR-NMBR-INVALID-N   VALUE 'M3'.
          88  PR-VAL-HIGHRISE-MISSNG-N VALUE 'N1'.
          88  MISSING-BOX-NMBR-N       VALUE 'P1'.
          88  INVALID-BOX-NMBR-N       VALUE 'P3'.
          88  ADDR-MATCH-CMRA-N        VALUE 'RR'.
          88  ADDR-MATCH-CMRA-NO-PMB-N VALUE 'R1'.
          88  DPV-CONF-UNIQUE-ZIP-N    VALUE 'U1'.

***-----**
**      0492 - 0492  DELIVERY POINT VALIDATION CMRA
      05  DPV-CMRA-NLINK              PIC X(1).

          88  CMRA-YES-DPV              VALUE 'Y'.
          88  CMRA-NO-DPV               VALUE 'N'.

```

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\*\*\*-----\*\*

\*\* 0493 - 0514 RESERVED

05 FILLER

PIC X(22).

\*\*\*-----\*\*



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### Exhibit 3 - NCOALink® Service Provider Required Text Document

<<Service Provider>> is a non-exclusive Licensee of the USPS® (United States Postal Service®) to provide <<Full and/or Limited>> Service NCOA<sup>Link</sup> processing.

It is important to note that not all Service Providers can offer the same level of service. Data quantity differs based on license level. Full Service Providers receive the full 48 month data set while Limited Service Providers receive an 18 month data set. All data fulfillments to Service Providers are provided weekly under direct license from the USPS.

The full NCOA<sup>Link</sup> file is a consolidated file of move information that on average contains approximately 160 million permanent changes-of-address (COAs) filed with the United States Postal Service (USPS). These COAs are retained on the file for a four-year period from the move-effective date and the file is updated weekly.

Before being added to the NCOA<sup>Link</sup> file, the **Old** address supplied by the Postal customer must be ZIP + 4 coded. The **New** addresses must be ZIP + 4 coded and validated using the USPS' proprietary database of actual delivery points. (NOTE: The delivery point database does not include NAMES or COA information.) Each delivery point confirmed **New** address is included on the NCOA<sup>Link</sup> file. If unable to validate the **New** address, the NCOA<sup>Link</sup> process will indicate that a move exists but will not provide the undeliverable **New** address.

**New** address information is provided only when a match to the input name and address is attained. The typical profile of the **New** address information contained on the NCOA<sup>Link</sup> file is as follows:

- 80.92% Forwardable moves containing delivery point confirmed **New** addresses –  
**New** address provided
- 1.18% Moves containing unconfirmed **New** addresses – **New** address not provided
- 13.80% Moved, left no address
- 3.92% PO Box Closed
- 0.18% Foreign moves

When possible, postal customers who move multiple times within the NCOA<sup>Link</sup> time period are “linked” or “chained” to ensure that the latest address is furnished when an NCOA<sup>Link</sup> match is attained. This is not always possible if subsequent COAs are not filed in exactly the same manner as a COA filed previously (e.g., name spelling differences or conflicting secondary information).

The provision of change of address information is controlled by strict name and address matching logic. NCOA<sup>Link</sup> processing will only provide new address information when queried with a specific algorithm of the name and input address from a mailers address list which matches the information on the NCOA<sup>Link</sup> Product. Data contained in and information returned by NCOA<sup>Link</sup> is determined by the name and move type (Business, Individual, or Family) indicated on a Postal customer's Change of Address form.

The data contained within the NCOA<sup>Link</sup> Product is comprised of approximately 40% family moves, 54% individual moves, and 6% business moves.

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All matches made to the NCOA<sup>Link</sup> file require a ZIP + 4 coded, parsed input address.

The five types of processing modes are Standard (S); Business and Individual (C); Individual (I); Business (B); and Residential (R).

**Standard Processing Mode (S)**

- Standard Processing Mode requires inquiries in the following order:
  - Business – Match on business name.
  - Individual – Match on first name, middle name, surname and title required. Gender is checked and nickname possibilities are considered.
  - Family – Match on surname only.
- **Under no circumstances shall there be a “Family” match only option.**

**Business and Individual Processing Mode (C)**

- The NCOA<sup>Link</sup> customer may choose to omit all “Family” match inquiries and allow only “Individual” and “Business” matches to be acceptable. This matching process is also known as C Processing Mode.

**Individual Processing Mode (I)**

- The NCOA<sup>Link</sup> customer may also choose to omit “Business” match inquiries when processing individual names for mailing lists that contain no business addresses.

**Business Processing Mode (B)**

- The NCOA<sup>Link</sup> customer may choose to process for only “Business” matches when processing a “Business-to-Business” mailing list which contains no residential (Individual or Family) addresses.

**Residential Processing Mode (R)**

- The NCOA<sup>Link</sup> customer may choose to omit “Business” match inquiries and allow only “Individual” and “Family” matches to be acceptable under Residential Processing Mode. This matching process is also known as R Processing Mode.

The USPS has opted to remove soundex from the matching logic process. Consequently, the USPS has established a process called the “Rules Table.” This process will produce matches that otherwise would not be possible, i.e. JOHNY and JOHNNY, without the risks associated with soundex.

All nickname possibilities are derived from a standard USPS nickname list. In considering alternate presentations of an input name, only reasonable derivatives of the original input name are acceptable. If an input name and address do not match to NCOA<sup>Link</sup> and alternative queries are

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attempted, any variations which obtain NCOA<sup>Link</sup> matches will be provided to the NCOA<sup>Link</sup> customer for analysis.

When a match or a near match of an input name and address to NCOA<sup>Link</sup> is identified, a standard NCOA<sup>Link</sup> return code is provided indicating the type of match made or reason that a match could not be made.

The standard output of a USPS NCOA<sup>Link</sup> process is:

- a) Each original unaltered input name and address as it was presented.
- b) The standardized input address appended with the correct ZIP + 4/DPC, other postal values and any other intelligence flags or footnotes that result from the CASS<sup>TM</sup> processing segment.
- c) For each mailing address for which there is a match to the NCOA<sup>Link</sup> Product, a standardized new address with 11-digit Delivery Point Barcode (DPBC) and standard return codes.
- d) When a match is made, the following elements must be returned: the move effective date, the specific name and address utilized in the query that obtained the match, and the move type. The move type is determined by the Interface based on the specific name inquiry utilized to obtain the match.
- e) For each mailing address for which there is not a match to the NCOA<sup>Link</sup> Product, the Interface shall return all elements as appropriate under items a and b as well as any standard return codes as may be appropriate.
- f) The urbanization name information, when applicable.
- g) The carrier route information for new (updated) addresses.
- h) DPV® results for the input address, if requested.
- i) LACS<sup>Link</sup>® results, if requested.
- j) Suite<sup>Link</sup>™ results, if requested.
- k) Processing summary report containing information to identify the specific list and the statistics resulting from the NCOA<sup>Link</sup> process performed on the list.

Although every record must be returned, the format of the records returned by a Service Provider to their clients is determined by a separate agreement between the processor and the customer.

NCOA<sup>Link</sup> processing has the potential to reduce returned mail, yet the USPS does not make any guarantees, express or implied, on the reduction of such mail. Thus any costs associated with returned mail are the Licensees' and/or their customers' sole responsibility.

An NCOA<sup>Link</sup> customer with questions about the specific results returned from an NCOA<sup>Link</sup> process must first contact the processor for explanation and resolution.

Prior to the processing of NCOA<sup>Link</sup> data, every customer must have completed and returned to their NCOA<sup>Link</sup> Licensee the "NCOA<sup>Link</sup> PROCESSING ACKNOWLEDGEMENT FORM" provided to them by their Licensee or Agent. It is inappropriate to misrepresent any of the information on the form. Punitive action will be taken by the USPS if the customer, agent or licensee is found to have knowingly supplied false information. Depending on the severity of the offense, actions may include litigious or even criminal charges being brought against the offender.

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The ANKLink® option is available through Limited Service Provider Licensees to enable mailers to make informed choices regarding a specific customer contact. If the data indicates a move, the mailer may choose to suppress the record from their list or attempt to determine the actual new address by engaging the services of an NCOALink Full Service Provider (FSP) Licensee.

Mailers choosing to engage the services of an FSP Licensee may submit only those ANKLink matches for which they need additional processing provided that:

- 1) The mailer informs the FSP Licensee that the list is derived from a prior ANKLink process.
- 2) The list submitted to the FSP for processing meets the mailing list requirement of at least 100 unique names and addresses.
- 3) The final results are incorporated back into the original list.
- 4) The records separated for processing are not used to create a derivative product.

The following trademarks are owned by the United States Postal Service®: ANKLink, CASS, NCOALink, DPV, LACSLink, SuiteLink, United States Postal Service, USPS and ZIP + 4.

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**Exhibit 4 – Minority and Women-Owned Business Enterprises – Equal  
Employment Opportunity Policy Statement**

**M/WBE AND EEO POLICY STATEMENT**

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

**M/WBE**

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

- 1) Actively and affirmatively solicit bids for Contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE Contractor associations.
- 2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- 3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- 4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE Contractors to enhance their participation.
- 5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its Subcontractors have taken toward meeting M/WBE Contract participation goals.
- 6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO**

- a. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state Contracts.
- b. This organization shall state in all solicitation or advertisements for employees that in the performance of the State Contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- c. At the request of the Contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization’s obligations herein.
- d. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, 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.
- e. This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the State Contract.

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Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

By \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

**Minority Business Enterprise Liaison**

\_\_\_\_\_ is designated as the Minority Business Enterprise  
Liaison

(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal  
Employment

Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

\_\_\_\_\_ % Minority Business Enterprise Participation

\_\_\_\_\_ % Women's Business Enterprise Participation

**EEO Contract Goals**

\_\_\_\_\_ % Minority Labor Force Participation

\_\_\_\_\_ % Female Labor Force Participation

\_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**Attachment 1 - Bidder's Checklist**

**Before Bid Submission:**

- Submit "Offerer Understanding of, and Compliance with, Procurement Lobbying Guidelines" (Attachment 2) by **June 18, 2014, 2:00 P.M. ET**
- (Suggested) Submit "Notification of Intent to Bid Form" (Attachment 3) by **July 3, 2014**

**With Bid Submission:**

**Qualifying, Technical and Cost Proposal Requirements:**

- Copy of Current NCOA License
- Attachment 4 – Bidder Attestation Form (Parts I and II)
- Attachment 5 – Contract Reference Form
- Attachment 6 – Pricing Proposal

**Administrative Requirements:**

- Cover Letter (see VII.B.8)
- Two (2) originals and three (3) copies of Bid proposal.
- Attachment 7 - New York State Office of the State Comptroller Substitute Form W-9
- Attachment 8 – M/WBE Utilization Plan; OR
- Attachment 9 – Request for Waiver Form
- Attachment 11 – EEO Staffing Plan
- Attachment 13 – Vendor Responsibility Form
- Attachment 14 – MacBride Fair Employment Principles Form
- Attachment 15 – Designation of Prime Contact Form
- Attachment 16 – Non-Collusive Bidding Certification Form
- Attachment 17 – Offerer Disclosure of Prior Non-Responsibility Determinations
- Attachment 18 – Offerer's Certification of Compliance with State Finance Law 139-k(5)
- Attachment 19 - DTF-202 Agreement to Adhere to Secrecy Provisions of Tax Law and the Internal Revenue Code
- Attachment 20 - Public Officers Law Disclosure of Business or Professional Activities by State Officers and Employees and Party Officers
- Attachment 21 – Public Officers Law – Post Employment Restrictions
- Attachment 22 (a) and (b) – Contractor Sales Tax Certification Forms
- Attachment 23 – Listing of Proposed Subcontractors Form
- Attachment 24 – Encouraging Use of New York State Businesses in Contract Performance
- Extraneous terms, if any
- Request for Exemption from Disclosure

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

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

Procurement Description, Contract or Bid Number:

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Offerer Name: \_\_\_\_\_

Offerer Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

By (*signature*): \_\_\_\_\_

Name (*please print*): \_\_\_\_\_

Title (*please print*): \_\_\_\_\_

Date: \_\_\_\_\_



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**Attachment 3 – Notification of Intent to Bid Form**

Please indicate your interest in submitting a bid for this procurement by completing and returning this form to the Department by the date indicated in the Schedule of Events for this Invitation for Bids (IFB).

Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Please check the appropriate line:

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

Reason: \_\_\_\_\_

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**Attachment 4 – Bidder Attestation Form**

**Part I - Mandatory Qualifying Requirements**

Please check *Yes* or *No* in response to each question. The Bidder must meet all Mandatory Qualifying Requirements to bid on this proposal. See Section IV of the IFB.

**A. NCOA/NIXIE Processing License and Prior Experience**

1. Bidder is a **Full Service Provider** with a current license in good standing, issued by the United States Postal Service to NCOA Contractors. Bidder utilizes the NCOALink. A copy of the current license issued by the USPS is attached.

Yes: \_\_\_\_ No: \_\_\_\_

2. Bidder's Prior Experience

- a. Bidder has experience providing NCOA and NIXIE mail processing for a minimum of two (2) years within the past three (3) years immediately prior to bid due date. Such experience has included the use of electronic data exchange for the transfer of data.

Yes: \_\_\_\_ No: \_\_\_\_

- b. Information submitted for up to two (2) contracts demonstrates the use of electronic data exchange for the transfer of data consisting of fifteen million (15,000,000) records or more, with a maximum turnaround time of **ten (10) Business Days** (twelve (12) to fourteen (14) calendar days plus holidays) from Contractor receipt of Outgoing File to the contracting agency receipt of Incoming File, for each contract submitted.

Yes: \_\_\_\_ No: \_\_\_\_

- c. Information provided for up to two (2) contracts meeting the stated requirements includes contract term, contracting entity(ies), electronic data exchange volumes, and name, title, and contact information (i.e., phone number and email address) for client staff that administered the contract and worked with the Bidder throughout the contract term.

Yes: \_\_\_\_ No: \_\_\_\_

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**Attachment 4 – Bidder Attestation Form (cont'd)**

**Part II – Mandatory Technical Requirements**

Please check *Yes* or *No* in response to each question. The Bidder must attest they meet all Department Data Exchange, and Security and Software specifications. See Section V of the IFB.

**A. Data Exchange, Security and Software**

1. Bidder must use electronic data file exchange over the Internet for the transfer of data to and from the Department using secure file transfer protocols acceptable to the Department.  
Yes: \_\_\_\_ No: \_\_\_\_

Please identify the secure file transfer protocol(s) to be used. \_\_\_\_\_

2. Bidder will encrypt the connection and the data to secure DTF sensitive data and has identified the connection and data encryption to be used. Yes: \_\_\_\_ No: \_\_\_\_

Please identify connection and data encryption to be used: \_\_\_\_\_

3. Bidder will encrypt all transferred DTF files at the data level using a public/private key pair encryption and has identified the file encryption to be used. Yes: \_\_\_\_ No: \_\_\_\_

Please identify the file encryption to be used: \_\_\_\_\_

4. Contractor will implement compatible software with these products and the connection will meet all Department and industry standard security measures, including the use of the standard TCP Port 22. Yes: \_\_\_\_  
No: \_\_\_\_

**B. Record Processing**

Please check *Yes* or *No* in response to each question. The Bidder must attest they meet all of the Record Processing Requirements. See Section V of the IFB.

1. Bidder agrees to, and can meet Record Processing requirements #1 – 5 as identified in Section V.B of the IFB for each file that DTF sends to the Contractor. Yes: \_\_\_\_ No: \_\_\_\_

2. Additional costs, if any, associated with processing unscheduled files (i.e., in addition to those processed every seventy-five (75) days) are indicated on *Attachment 6, Pricing Proposal*. Yes: \_\_\_\_ No: \_\_\_\_

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3. Bidder agrees the cost, if any, for any File format updates and/or changes will be negotiated at the time of any USPS-mandated changes, or DTF technical considerations.

Yes: \_\_\_\_ No: \_\_\_\_

**C. Testing**

Please check *Yes* or *No* in response to each question. The Bidder must attest they meet all of the Testing Requirements. See Section V of the IFB.

1. The Qualified Bidder agrees to process full size Production Test Files (one for Individuals and one for Businesses) to determine the Bidder's capacity in data exchange and record processing, and to ensure the requirements and processing timeframe stipulated in the IFB will be met. The Test Files will have approximately forty-four million (44,000,000) records and will contain Individual and Business information. The Qualified Bidder must agree to process the Test Files provided by the Department with a maximum turnaround time of **ten (10) Business Days** (twelve (12) to fourteen (14) calendar days plus holidays) from Contractor receipt of Outgoing File to DTF receipt of Incoming File.

Yes: \_\_\_\_ No: \_\_\_\_

2. Associated costs for the full size Test Files, if any, are indicated on *Attachment 6, Pricing Proposal*.

Yes: \_\_\_\_ No: \_\_\_\_

\* If the Bidder fails to meet any of the Test Files processing requirements, including but not limited to file layout, manner of data exchange, security and turnaround time, the Bidder will be deemed non-responsive and will not be eligible for award. The Department will then proceed to provide Test Files to the next lowest-price Bidder that met all of the requirements of the IFB. **Please note:** If a Bidder fails to meet any of the Test Files processing requirements, all costs and liabilities associated with the Test Files processing shall be borne fully by the Bidder. The qualified Bidder that successfully meets all of the Test Files processing requirements shall be reimbursed by the Department according to the rate proposed in the Bidder's Pricing Proposal. It is the Department's sole discretion to determine if a Bidder meets the IFB requirements.

**Firm Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Telephone Number:** (\_\_\_\_\_) \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Printed Name/Title:** \_\_\_\_\_

\_\_\_\_\_

**Federal ID #:** \_\_\_\_\_

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**Attachment 5 – Contract Reference Form (Page 1)**

**BIDDER’S NAME:** \_\_\_\_\_

The Bidder must have experience providing NCOA and NIXIE mail processing services for a minimum of two (2) years within the past three years immediately prior to bid due date. Such experience must have included the use of electronic data exchange for the transfer of data. The Bidder may provide information for up to two (2) contracts to meet this two-year requirement. Additionally, the information submitted for each contract must demonstrate the use of electronic data exchange for the transfer of data consisting of fifteen million (15,000,000) records or more, with a maximum turnaround time of **ten (10) Business Days** (twelve (12) to fourteen (14) calendar days plus holidays) from Contractor receipt of Outgoing File to the contracting agency receipt of Incoming File.

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

**Contract Reference One:**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

*Contract Information:*

1. Contract Term: Begin Date (Month/Year) \_\_\_\_\_ End Date (Month/Year) -----

2a. Volume of files/records involved in NCOA and NIXIE mail processing services which included the use of electronic data exchange for the transfer of data: \_\_\_\_\_

2b. Maximum turnaround time from Contractor receipt of Outgoing File to contracting agency receipt of Incoming File: \_\_\_\_\_ days

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**Attachment 5 – Contract Reference Form (Page 2)**

**BIDDER'S NAME:** \_\_\_\_\_

The Bidder must have experience providing NCOA and NIXIE mail processing services for a minimum of two (2) years within the past three years immediately prior to bid due date. Such experience must have included the use of electronic data exchange for the transfer of data. The Bidder may provide information for up to two (2) contracts to meet this two-year requirement. Additionally, the information submitted for each contract must demonstrate the use of electronic data exchange for the transfer of data consisting of fifteen million (15,000,000) records or more, with a maximum turnaround time of **ten (10) Business Days** (twelve (12) to fourteen (14) calendar days plus holidays) from Contractor receipt of Outgoing File to the contracting agency receipt of Incoming File.

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

**Contract Reference Two:**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Contract Information:

1. Contract Term: Begin Date (Month/Year) \_\_\_\_\_ End Date (Month/Year) \_\_\_\_\_

2a. Volume of files/records involved in NCOA and NIXIE mail processing services which included the use of electronic data exchange for the transfer of data: \_\_\_\_\_

2b. Maximum turnaround time from Contractor receipt of Outgoing File to contracting agency receipt of Incoming File: \_\_\_\_\_ days

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**Attachment 6 – Pricing Proposal**

- I. **Cost per Thousand Records:** \$ \_\_\_\_\_
- II. **Cost per Thousand Records for Test Files:** \$ \_\_\_\_\_
- III. **Cost per Thousand Records for  
Unscheduled Files to be  
Processed, if any (i.e., more than the up to  
six (6) scheduled times per year.)** \$ \_\_\_\_\_

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_


\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Federal ID#

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**Attachment 7 – New York State Office of the State Comptroller Substitute Form  
W-9**

AC 3237 (12/09)

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



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NATIONAL CHANGE OF ADDRESS (NCOA) AND NIXIE MAIL PROCESSING SERVICES**

AC 3237 (12/09)

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

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

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

**Part I: Vendor Information**

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

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

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

**Part III: Address**

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

**Part IV: Exemption from Backup Withholding and Certification**

Generally, reportable payments made by New York State are subject to Backup Withholding. Exemption from Backup Withholding applies to government and non-United States Business Entities<sup>3</sup>. Please sign, date, provide the preparer's name, telephone and email address. The preparer should be employed by your organization.

**Part V: Contact Information**

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

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

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

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

NEW YORK STATE  
DEPARTMENT OF TAXATION AND FINANCE  
INVITATION FOR BIDS (IFB) #14-07  
NATIONAL CHANGE OF ADDRESS (NCOA) AND NIXIE MAIL PROCESSING SERVICES

**Attachment 8 - M/WBE Utilization Plan**

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

**Offeror's Name:**

**Address:**

**City, State, Zip Code:**

Telephone No.:

Region/Location of Work:

**Federal Identification No.:**

**Solicitation No.:**

**Project No.:**

**M/WBE Goals in the Contract:** MBE      %    WBE      %

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

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

<p><b>PREPARED BY (Signature):</b></p> <p><b>DATE:</b></p> <p><b>NAME AND TITLE OF PREPARER (Print or Type):</b></p> <p>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><b>TELEPHONE NO.:</b></td> <td><b>EMAIL ADDRESS:</b></td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>FOR M/WBE USE ONLY</b></td> </tr> <tr> <td><b>REVIEWED BY:</b></td> <td><b>DATE:</b></td> </tr> <tr> <td colspan="2"><b>UTILIZATION PLAN APPROVED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</td> </tr> <tr> <td><b>Contract No.:</b></td> <td><b>Project No. (if applicable):</b></td> </tr> <tr> <td colspan="2"><b>Contract Award Date:</b></td> </tr> <tr> <td colspan="2"><b>Estimated Date of Completion:</b></td> </tr> <tr> <td colspan="2"><b>Amount Obligated Under the Contract:</b></td> </tr> <tr> <td colspan="2"><b>Description of Work:</b></td> </tr> <tr> <td colspan="2"><b>NOTICE OF DEFICIENCY ISSUED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</td> </tr> <tr> <td colspan="2"><b>NOTICE OF ACCEPTANCE ISSUED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</td> </tr> </table>	<b>TELEPHONE NO.:</b>	<b>EMAIL ADDRESS:</b>	<b>FOR M/WBE USE ONLY</b>		<b>REVIEWED BY:</b>	<b>DATE:</b>	<b>UTILIZATION PLAN APPROVED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____		<b>Contract No.:</b>	<b>Project No. (if applicable):</b>	<b>Contract Award Date:</b>		<b>Estimated Date of Completion:</b>		<b>Amount Obligated Under the Contract:</b>		<b>Description of Work:</b>		<b>NOTICE OF DEFICIENCY ISSUED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____		<b>NOTICE OF ACCEPTANCE ISSUED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	
<b>TELEPHONE NO.:</b>	<b>EMAIL ADDRESS:</b>																						
<b>FOR M/WBE USE ONLY</b>																							
<b>REVIEWED BY:</b>	<b>DATE:</b>																						
<b>UTILIZATION PLAN APPROVED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____																							
<b>Contract No.:</b>	<b>Project No. (if applicable):</b>																						
<b>Contract Award Date:</b>																							
<b>Estimated Date of Completion:</b>																							
<b>Amount Obligated Under the Contract:</b>																							
<b>Description of Work:</b>																							
<b>NOTICE OF DEFICIENCY ISSUED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____																							
<b>NOTICE OF ACCEPTANCE ISSUED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____																							

NEW YORK STATE  
DEPARTMENT OF TAXATION AND FINANCE  
INVITATION FOR BIDS (IFB) #14-07  
NATIONAL CHANGE OF ADDRESS (NCOA) AND NIXIE MAIL PROCESSING SERVICES

**Attachment 9 - Request For Waiver Form**

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

M/WBE 104 (Revised 11/08)

**NEW YORK STATE  
DEPARTMENT OF TAXATION AND FINANCE  
INVITATION FOR BIDS (IFB) #14-07  
NATIONAL CHANGE OF ADDRESS (NCOA) AND NIXIE MAIL PROCESSING SERVICES**

**REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS**

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

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

**Note:**

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

M/WBE 104 Instructions (11/08)

**NEW YORK STATE  
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INVITATION FOR BIDS (IFB) #14-07  
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Is this a final report? Check One  
Yes \_\_\_\_\_ No \_\_\_\_\_

**Attachment 10 - M/WBE Quarterly Report**

of

**NYS AGENCY Contract No.** \_\_\_\_\_ **Project No.** \_\_\_\_\_

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

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

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

\*See Reverse Side for Product Codes

**Date** \_\_\_\_\_ **Name** \_\_\_\_\_ **Title** \_\_\_\_\_ **Signature** \_\_\_\_\_

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**PRODUCT KEY CODE**

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

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**Attachment 11 – EEO Staffing Plan  
Submit with Contract – Instructions on page 2**

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

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

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

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

**NEW YORK STATE  
DEPARTMENT OF TAXATION AND FINANCE  
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**General instructions:** All Offerors and each Subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (M/WBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State Contract can be separated out from the Contractor's and/or Subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State Contract. Where the work force to be utilized in the performance of the State Contract cannot be separated out from the Contractor's and/or Subcontractor's total work force, the Offeror shall complete this form for the Contractor's and/or Subcontractor's total work force.

**Instructions for completing:**

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the Contractor or a Subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the Contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the OM/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**RACE/ETHNIC IDENTIFICATION**

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

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.
- **OTHER CATEGORIES**
  - **DISABLED INDIVIDUAL** any person who:
    - has a physical or mental impairment that substantially limits one or more major life activity(ies)
    - has a record of such an impairment; or
    - is regarded as having such an impairment.
  - **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
  - **GENDER** Male or Female



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**Attachment 12 – Work Force Employment Utilization**

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

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

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

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

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

**Instructions for completing:**

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

**RACE/ETHNIC IDENTIFICATION**

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

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

**OTHER CATEGORIES**

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

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**Attachment 13 - Vendor Responsibility Form**

**VENDOR NAME:** \_\_\_\_\_

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

Please check one of the following:

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

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

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**Attachment 14 – MacBride Fair Employment Principles Form**

**BIDDER'S NAME:** \_\_\_\_\_

**NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:**

**MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

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

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

Have no business operations in Northern Ireland: \_\_\_\_\_ Yes

***or***

Shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such Principles.

\_\_\_\_\_ Yes

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**Attachment 15 – Designation of Prime Contact Form**

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

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prime Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**Attachment 16 – Non-Collusive Bidding Certification Form**

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

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

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

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

Bidder's Name: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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## **Attachment 17 - Offerer Disclosure of Prior Non-Responsibility Determinations**

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

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

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

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**Offerer Disclosure of Prior Non-Responsibility Determinations**

Procurement Description, Contract or Bid Number: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Offerer Name: \_\_\_\_\_

Offerer Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

e-Mail Address: \_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

\_\_\_\_\_

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

No                      Yes

If yes, please answer the following questions:

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

No                      Yes

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

No                      Yes

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

Government Entity: \_\_\_\_\_



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Date of Finding of Non-responsibility: \_\_\_\_\_

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

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

No                      Yes

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

Government Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

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

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

By: *(Signature)*: \_\_\_\_\_

Name: *(Please print)* \_\_\_\_\_

Date: \_\_\_\_\_

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**Attachment 18 – Offerer’s Certification of Compliance with State Finance Law  
139-k (5)**

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

**Offerer Certification**

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

By: *(signature)* \_\_\_\_\_

Date: \_\_\_\_\_

Procurement Description, Contract or Bid Number: \_\_\_\_\_

Name *(Please print)*: \_\_\_\_\_

Title: \_\_\_\_\_

Offerer Name: \_\_\_\_\_

Offerer Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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**Attachment 19 - DTF-202**

**Agreement to Adhere to the Secrecy Provisions of the Tax Law and the Internal Revenue Code**

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

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

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

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

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

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

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I certify that I have read the above document and that I have been advised of the statutory and Department of Taxation and Finance secrecy requirements; I certify that I will adhere thereto, even after my relationship with the department is terminated.

Organization: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP code: \_\_\_\_\_

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**Attachment 20 – Public Officers Law**

**Disclosure of Business or Professional Activities by State Officers and Employees  
and Party Officers**

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

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

1. Is the Bidder a New York State officer, employee, or party officer?      YES       NO
  
2. Are any of the members of bidder's firm or corporation, who own or control ten per centum or more of stock, a New York State officer, employee, or party officer?      YES       NO
  
3. Is the proposed subcontractor (if applicable) a New York State officer, employee, or party officer?      YES       NO

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

By (*signature*): \_\_\_\_\_

Name (*please print*): \_\_\_\_\_

Title (*please print*): \_\_\_\_\_

Date: \_\_\_\_\_

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**Attachment 21 – Public Officers Law – Post Employment Restrictions**

By signing below and submitting a proposal to this IFB the person signing certifies, for and on behalf of the Bidder, that to the best of his/her knowledge or belief:

A. He/she has read and understands the provisions applicable to post-employment restrictions affecting former State officers and employees, available using the link\* below:

i. Public Officers Law § 73(8)(a)(i), (the two-year bar); and

ii. Public Officers Law § 73(8)(a)(ii), (the life-time bar);

B. Submission of this proposal does not violate either provision;

C. He/she is familiar with, or has made diligent inquiry of, the Proposer's relevant employees, and agents;

D. No violation shall occur by entering into a contract or in performance of the contractual services;

E. This certification is material to the proposal; and

F. He/she understands that the Department intends to rely on this certification.

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

The New York State Joint Commission on Public Ethics  
540 Broadway  
Albany, NY 12207  
Telephone #: (518) 408-3976

By (*signature*): \_\_\_\_\_

Name (*please print*): \_\_\_\_\_

Title (*please print*): \_\_\_\_\_

Date: \_\_\_\_\_

*\*Click on this link: [Public Officers Law, Article 4](#). When the page opens, click on "Laws of New York". On the next page, select "PBO Public Officers". When this page opens, select "Article 4 – (60 - 79) POWERS AND DUTIES OF PUBLIC OFFICERS" and choose Sections 73 (8-a)(i) and 73 (8-a)(ii).*

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**Attachment 22 - Contractor Sales Tax Certification forms**

(a)



New York State Department of Taxation and Finance

**Contractor Certification**

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

**ST-220-TD**

(12/11)

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

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

**General information**

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

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

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

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

Mail completed form to:

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

**Privacy notification**

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

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

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

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

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

**Need help?**



Visit our Web site at [www.tax.ny.gov](http://www.tax.ny.gov)

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



**Telephone assistance**

**Sales Tax Information Center:** (518) 485-2889

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

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



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

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

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

**Section 1 — Contractor registration status**

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

**Section 2 — Affiliate registration status**

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

**Section 3 — Subcontractor registration status**

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

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
*(sign before a notary public)*

\_\_\_\_\_  
*(title)*

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**Schedule A — Listing of each entity (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold**

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to Contractor	B Name	C Address	D Federal ID Number	E Sales Tax ID Number	F Registration in progress

- Column A – Enter **C** in column A if the contractor; **A** if an affiliate of the contractor; or **S** if a subcontractor.
- Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner’s given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.
- Column C – Address - Enter the street address of the entity’s principal place of business. Do not enter a PO box.
- Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.
- Column E – Sales tax ID number - Enter only if different from federal EIN in column D.
- Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.



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**Individual, Corporation, Partnership, or LLC Acknowledgment**

STATE OF                    }  
                                  :                    SS.:  
COUNTY OF                }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that \_\_\_\_\_ he resides at \_\_\_\_\_, Town of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_; and further that:

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

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

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_

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**Attachment 22 - Contractor Sales Tax Certification forms**

(b)



New York State Department of Taxation and Finance

**Contractor Certification to Covered Agency**  
(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

**ST-220-CA**  
(12/11)

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

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

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_

(name) (title)

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

(Mark an X in only one box)

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

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with \_\_\_\_\_

(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(sign before a notary public)

\_\_\_\_\_  
(title)

**Instructions**

**General information**

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

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

**When to complete this form**

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

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

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

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**Individual, Corporation, Partnership, or LLC Acknowledgment**

STATE OF \_\_\_\_\_ }  
: SS.:  
COUNTY OF \_\_\_\_\_ }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that \_\_\_\_\_ he resides at \_\_\_\_\_, Town of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_; and further that:

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

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Registration No.

**Privacy notification**

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

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

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

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

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

**Need help?**



Visit our Web site at [www.tax.ny.gov](http://www.tax.ny.gov)

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



**Telephone assistance**

Sales Tax Information Center: (518) 485-2889

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

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



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

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**Attachment 23 – Listing of Proposed Subcontractors Form**

Complete this form for the Subcontractor requirement as requested in Section VII.B.17 Prime Contractors/Subcontractors of the IFB. The Bidder must identify all subcontractors to be utilized for any resultant Contract, their Employer Identification Number (EIN) and the services that they will perform.

<b>Subcontractor Name</b>	<b>EIN</b>	<b>Services to be performed</b>

*Expand form if necessary.*

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**Attachment 24 - Encouraging Use of New York State Businesses in Contract  
Performance**

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

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

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

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

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

Will New York State Businesses be used in the performance of this contract?  Yes  No

If yes, identify New York State businesses that will be used and attach identifying information.

By *(signature)*: \_\_\_\_\_

Name *(please print)*: \_\_\_\_\_

Title *(please print)*: \_\_\_\_\_

Date: \_\_\_\_\_