**STATE OF MAINE**

**Department of Administrative and Financial Services**

**Maine Revenue Services**



**RFP# 202409177**

**Financial Institution Data Match Services**

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| **RFP Coordinator** | **NAME:** | Leslie Flores |
| **TITLE:** | Deputy Director |
| **EMAIL:** | [Leslie.L.Flores@maine.gov](mailto:Leslie.L.Flores@maine.gov) |
| *All communication regarding the RFP must be made through the RFP Coordinator.* | | |

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| --- | --- |
| **Submitted Questions Due Date** | Friday, December 6, 2024 no later than 11:59 p.m., local time |
| *All questions must be received by the RFP Coordinator by the date and time listed above.* | |

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| --- | --- | --- |
| **Proposal Submission Deadline** | **DATE:** | Monday, December 30, 2024, no later than 11:59 p.m., local time. |
| **TO:** | [Proposals@maine.gov](mailto:Proposals@maine.gov) |
| *Proposals must be received electronically by the Office of State Procurement Services by the date and time listed above.* | | |

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PUBLIC NOTICE

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**State of Maine**

**Department of Administrative and Financial Services**

**RFP# 202409177**

**Financial Institution Data Match Services**

The State of Maine, Department of Administrative and Financial Services, Maine Revenue Services, is seeking proposals for a provider to perform financial institution data match services to be used in support of enforced collection activities within the Compliance Division.

A copy of the RFP, as well as the Question & Answer Summary and all amendments related to the RFP, can be obtained at: <https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps>

Proposals must be submitted to the State of Maine Office of Procurement Services, via e-mail, at: [Proposals@maine.gov](mailto:Proposals@maine.gov). Proposal submissions must be received no later than 11:59 p.m., local time, on Monday, December 30, 2024, Proposals will be opened the following business day. Proposals not submitted to the Office of Procurement Services’ aforementioned e-mail address by the aforementioned deadline will not be considered for contract award.

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**RFP TERMS/ACRONYMS with DEFINITIONS**

The following terms and acronyms, as referenced in the RFP, have the meanings indicated below:

|  |  |
| --- | --- |
| **Term/Acronym** | **Definition** |
| **Confidentiality** | Preserving authorized restrictions on information access and disclosure, including means for protecting confidential or sensitive information. A loss of confidentiality is the unauthorized disclosure of information. |
| **Data Classification** | The process of risk assessment of data. See **Appendix D** for the Data Classification process (see also “PII Confidentiality Impact Level”). |
| **Department** | Department of Administrative and Financial Services |
| **FIDM** | Financial Institution Data Match |
| **FTP** | File Transfer Protocol |
| **MaineIT / OIT** | Maine Office of Information Technology |
| **MRS** | Maine Revenue Services |
| **Personally Identifiable Information (PII)** | Data that is maintained by an agency that could potentially identify a specific individual and needs to be protected in accordance with state and/or federal law, including:  (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother‘s maiden name, or biometric records; and  (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. |
| **PII Confidentiality Impact Level** | The PII confidentiality impact level—low, moderate, or high—indicates the potential harm that could result to the subject individuals and/or the organization if PII were inappropriately accessed, used, or disclosed. (NIST SP 800-122). See **Appendix D**. PII is evaluated to determine its confidentiality impact levels, so that appropriate safeguards can be applied to the PII. |
| **RFP** | Request for Proposals |
| **SFTP** | Secure File Transfer Protocol |
| **State** | State of Maine |
| **State Data** | Any information originating with the State, regardless of form or medium of disclosure (e.g., verbal, observed, hard copy, or electronic) or source of information. It includes any information concerning the State’s information technology infrastructure, systems and software and procedures; and information originating with the State in the course of using and configuring the Services provided under the contract. It includes any sensitive information held by the State that may be protected from disclosure pursuant to a federal or state statutory or regulatory scheme intended to protect that information, or pursuant to an order, resolution or determination of a court or administrative board or other administrative body. |

**State of Maine - Department of Administrative and Financial Services**

*Maine Revenue Services/Compliance Division*

**RFP# 202409177**

**Financial Institution Data Match Services**

**PART I INTRODUCTION**

1. **Purpose and Background**

The Department of Administrative and Financial Services (Department) is seeking proposals to provide Financial Institution Data Match (FIDM) services to facilitate the identification, location, levy and surrender of tax debtor assets in accordance with <https://legislature.maine.gov/statutes/36/title36sec176-A.html> 36 M.R.S.A[.§§176-A](https://legislature.maine.gov/statutes/36/title36sec176-A.html) and [176-B](https://legislature.maine.gov/statutes/36/title36sec176-B.html) as defined in this Request for Proposal (RFP) document. This document provides instructions for submitting proposals, the procedure and criteria by which the awarded Bidder will be selected, and the contractual terms which will govern the relationship between the State of Maine (State) and the awarded Bidder.

The Maine Revenue Service (MRS) Compliance Division is responsible for the collection of unpaid Maine taxes. Tax debts are referred to the Compliance Division’s Special Enforcement Unit for enforced collection, which may include levy upon tax debtor assets held in Maine financial institutions. Information that accurately identifies assets of delinquent tax debtors held by Maine financial institutions is critical to the efficient levy and surrender of those assets and to the lawful and timely satisfaction of Maine tax obligations.

[36 M.R.S. § 176-B](http://legislature.maine.gov/statutes/36/title36sec176-B.html) requires financial institutions in Maine, with the requisite technological capacity, to participate in a data match program upon written request from the State Tax Assessor. MRS seeks one qualified contractor to facilitate FIDM services that meet the requirements of § 176-B and the operational needs of MRS. MRS will identify tax debtors by name and social security or federal employer identification numbers to match against Maine financial institution account records. For each account holder-debtor match, the financial institution is required to provide the name, address, social security or federal employer identification number, all applicable account numbers and the balances in each account. FIDM data transfer by each participating financial institution will be required quarterly.

1. **General Provisions**
   1. From the time the RFP is issued until award notification is made, all contact with the State regarding the RFP must be made through the RFP Coordinator. No other person/ State employee is empowered to make binding statements regarding the RFP. Violation of this provision may lead to disqualification from the bidding process, at the State’s discretion.
   2. Issuance of the RFP does not commit the Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to the RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
   3. All proposals must adhere to the instructions and format requirements outlined in the RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Department. Proposals are to follow the format and respond to all questions and instructions specified below in the “Proposal Submission Requirements” section of the RFP.
   4. Bidders will take careful note that in evaluating a proposal submitted in response to the RFP, the Department will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The Department also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder’s experience and capabilities.
   5. The proposal must be signed by a person authorized to legally bind the Bidder and must contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
   6. The RFP and the awarded Bidder’s proposal, including all appendices or attachments, will be the basis for the final contract, as determined by the Department.
   7. Following announcement of an award decision, all submissions in response to this RFP will be public records, available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) ([1 M.R.S. § 401](http://www.mainelegislature.org/legis/statutes/1/title1sec401.html) et seq.). State contracts and information related to contracts, including bid submissions, are generally public records per FOAA.
   8. In the event that a Bidder believes any information that it submits in response to this RFP is confidential, it must mark that information accordingly, and include citation to legal authority in support of the Bidder’s claim of confidentiality. In the event that the Department receives a FOAA request that includes submissions marked as confidential, the Department shall evaluate the information and any legal authority from the Bidder to determine whether the information is an exception to FOAA’s definition of public record. If the Department determines to release information that a Bidder has marked confidential, it shall provide advance notice to the Bidder to allow for them to seek legal relief.
   9. The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to the RFP.
   10. All applicable laws, whether or not herein contained, are included by this reference. It is the Bidder’s responsibility to determine the applicability and requirements of any such laws and to abide by them.
2. **Contract Term**

The Department is seeking cost-efficient proposals to provide services, as defined in this RFP, for the anticipated contract period defined in the table below. Please note, the dates below are estimated and may be adjusted, as necessary, in order to comply with all procedural requirements associated with the RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Department may opt to renew the contract for two renewal periods, as shown in the table below, and subject to continued availability of funding and satisfactory performance.

The term of the anticipated contract, resulting from the RFP, is defined as follows:

|  |  |  |
| --- | --- | --- |
| **Period** | **Start Date** | **End Date** |
| Initial Period of Performance | April 1, 2025 | March 31, 2027 |
| Renewal Period #1 | April 1, 2027 | March 31, 2029 |
| Renewal Period #2 | April 1, 2029 | March 31, 2030 |

1. **Number of Awards**

The Department anticipates making one award as a result of the RFP process.

**PART II SCOPE OF SERVICES TO BE PROVIDED**

1. **Data Match Requirements**

**1.** Establish and maintain an inventory of financial institutions doing business in Maine including trust companies, savings banks, industrial banks, commercial banks, savings and loan associations, and federal and state credit unions.

**2.** Contact each financial institution and establish the data connections and file requirements necessary to perform accurate FIDM in a way that meets the requirements of the law and the operational needs of MRS and the financial institution. A wide range of file formats and media will be included and must be accommodated. Ensure files can be processed on any media used by the participating financial institutions.

**3.** Keep all information obtained from MRS and the financial institutions confidential and prohibit any employee, agent, or representative from disclosing that information to anyone other than the financial institutions or MRS.

**4.** Work with MaineIT staff to establish the data connections and file format necessary to obtain the file of individuals and businesses via FTP and to return a single file in the proper format to MRS.

**5.** Perform the data match function with all participating financial institutions on a quarterly basis.

**6.** Establish with MRS a mutually agreed-upon schedule for the electronic transmission of files. Adhere to the schedule and process files timely.

**7.** Resolve any technical difficulties that impact the ability of financial institutions’ ability to participate in the match program and work with MaineIT staff to resolve technical difficulties with file transfers.

**8.** Notify MRS via email, immediately upon becoming aware of a financial institution’s non-compliance in providing all required data match information or services.

1. **IT System and File Requirements**
2. Communications Environment: Have the capacity to engage in electronic data file exchange with MRS and must use an electronic data exchange protocol acceptable to MRS and MaineIT. MaineIT has authorized the use of several methods of secure file transfer protocol (SFTP) for Internet based file transfers.<https://www.maine.gov/oit/service-catalog/computing-infrastructure-and-services/secure-file-transfer>
3. Alternative methods of file transfer will be evaluated and must be approved by MaineIT.
4. Make technological changes in order to meet upgrades to industry supported standards.
5. File Processing: Record layout and file specifications should be in accordance with the Financial Institution Data Match Specifications Handbook found at: [Multistate Financial Institution Data Match Specifications Handbook | The Administration for Children and Families (hhs.gov)](https://www.acf.hhs.gov/css/training-technical-assistance/msfidm-specifications-handbook)
6. IT Staff: Adequate information technology staff must be assigned to complete implementation and to maintain the system during the life of the awarded contract. IT staff must be capable of communicating and coordinating resolution of any issues that may occur, correcting any problems, and implementing any changes within two (2) business days unless otherwise agreed in writing.
7. Implement a Department-approved change control process.
8. System Enhancement Services: After the system is operational, MRS may require additional programming and user acceptance testing in the event of changes in policies, guidelines, rules, regulations, statutes or judicial interpretations. <https://www.maine.gov/oit/policies-standards>
9. **Technical Requirements**

## STATE IT POLICIES: All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures (https://www.maine.gov/oit/policies-standards) effective at the time this Agreement is executed.

## Implementation

## Services must be operational within ninety (90) calendar days after contract award.

## Confidentiality and Security Clearance Requirements

Comply with federal and State confidentiality requirements, to include:

1. MRS Confidentiality Manual and MRS Policy on Conflict of Interest. Ensure staff receive annual IRS confidentiality training and that staff sign the Confidentiality Statement prior to contract start date and annually thereafter. See **Exhibit 1** (FTI Policy Memo) and **Exhibit 2** (Confidentiality Statement and Policy Statement).
2. IRS Publication 1075 including both Tax Information Security Guidelines for Federal, State and Local Agencies and Federal Tax Information (FTI) Building Security Guidelines.
3. Inspection by the Department of facilities and operations in performance of any work under the awarded contract. On the basis of such inspection, specific measures may be required in cases where the selected Bidder is found to be noncompliant with contract safeguards. The awarded Bidder must include a written statement demonstrating its understanding of the following criminal and civil sanction requirements:

a. Any person who willfully violates [36 M.R.S. § 191](https://legislature.maine.gov/statutes/36/title36sec191.html) “Confidentiality of tax records,” shall be guilty of a Class E crime in the State of Maine.

b. Any further disclosure of federal tax returns or federal tax information inadvertently or purposefully obtained as a result of, or in contravention of, the awarded contract is governed by the selected Bidder’s obligation to act in accordance with the following:

i. Each officer or employee of any person to whom returns or return information has been, or may be, disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections [7213 and 7431 and set forth at 26 Code of Federal Regulations (CFR) §301.6103(n)-1](https://www.irs.gov/pub/irs-pdf/p1075.pdf).

ii. Each officer or employee of any person to who returns or return information is, or may be, disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC sections 7213A and 7431.

iii. Additionally, it is incumbent upon the selected Bidder to inform its officers and employees of the penalties for improper disclosure imposed by the [Privacy Act of 1974, 5 U.S.C. §552a. Specifically, 5 U.S.C. §552a (i) (1), which is made applicable to contractors by 5 U.S.C. §552a(m)(1),](https://www.irs.gov/pub/irs-pdf/p1075.pdf) provides that any officer or employee of a contractor, who by virtue of his/ her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

1. **Security Clearance:** The selected Bidder will only assign individuals to perform services that have obtained security clearance under this section. The security clearance shall consist of clearance under all of the following: 1) The selected Bidder’s standard background check clearance as applied in its regular business operations; 2) MRS tax clearance; 3) MRS national criminal history record (NCHR) clearance; 4) MRS state criminal history record clearance; 5) any additional clearance required for MRS contractors and subcontractors by the U.S. Department of Treasury, Internal Revenue Service.

**PART III KEY RFP EVENTS**

1. **Questions**
   1. General Instructions: It is the responsibility of all Bidders and other interested parties to examine the entire RFP and to seek clarification, in writing, if they do not understand any information or instructions.
      1. Bidders and other interested parties should use **Appendix G** (Submitted Questions Form) for submission of questions. If used, the form is to be submitted as a WORD document.
      2. Questions must be submitted, by e-mail, and received by the RFP Coordinator identified on the cover page of the RFP as soon as possible but no later than the date and time specified on the RFP cover page.
      3. The RFP Number and Title must be included in the subject line of the e-mail containing the submitted questions. The Department assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt.
   2. **Question & Answer Summary:** Responses to all questions will be compiled in writing and posted on the following website no later than seven (7) calendar days prior to the proposal due date: [Office of Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain a copy of the Question & Answer Summary. Only those answers issued in writing on this website will be considered binding.
2. **Amendments**

All amendments released in regard to the RFP will also be posted on the following website: [Office of Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain amendments. Only those amendments posted on this website are considered binding.

1. **Proposal Submission**
   1. **Proposals Due:** Proposals must be received no later than 11:59 p.m. local time, on the date listed on the cover page of the RFP.
      1. Any e-mails containing original proposal submissions or any additional or revised proposal files, received after the 11:59 p.m. deadline, will be rejected without exception.
   2. **Delivery Instructions:** E-mail proposal submissions must be submitted to the State of Maine Office of Procurement Services at [Proposals@maine.gov](mailto:Proposals@maine.gov).
      1. Only proposal submissions received by e-mail will be considered. The Department assumes no liability for assuring accurate/complete e-mail transmission and receipt.
         1. Proposal submission e-mails that are successfully received by the [proposals@maine.gov](mailto:proposals@maine.gov) inbox will receive an automatic reply stating as such.
      2. E-mails containing links to file sharing sites or online file repositories will not be accepted as submissions. Only e-mail proposal submissions that have the actual requested files attached will be accepted.
      3. Encrypted e-mails received which require opening attachments and logging into a proprietary system will not be accepted as submissions. Please check with your organization’s Information Technology team to ensure that your security settings will not encrypt your proposal submission.
      4. File size limits are 25MB per e-mail. Bidders may submit files separately across multiple e-mails, as necessary, due to file size concerns. All e-mails and files must be received by the due date and time listed above.
   3. **Submission Format:**
      1. Bidders are to insert the following into the subject line of their e-mail proposal submission: **“RFP# 202409177 Proposal Submission – [Bidder’s Name]”**
      2. Bidder’s proposal submissions are to be broken down into multiple files, with each file named as it is titled in bold below, and include:

* **File 1 [Bidder’s Name] – Preliminary Information:**

*PDF format preferred*

All required eligibility documentation stated in PART IV, Section I:

**1. Appendix A** (Proposal Cover Page)

**2. Appendix B** (Responsible Bidder Certification)

* **File 2 [Bidder’s Name] – Organization Qualifications and Experience:**

*PDF format preferred*

All required information and attachments stated in Part IV, Section II:

**1. Appendix C** (Organization Qualifications and Experience Form)

**2. List of Subcontractor (if subcontractors are to be used)**

**3. Organizational Chart**

**4. Litigation**

**5. Certification of Insurance**

* **File 3 [Bidder’s Name] – Proposed Services:**

*PDF format preferred*

All required information and attachments stated in Part IV, Section III:

**1. Appendix D** (Technical Assessment Form)

**2. Services to be Provided**

**3. Implementation-Work Plan**

* **File 4 [Bidder’s Name] – Cost Proposal:**

***Excel*** *format preferred*

**1. Appendix E** (Cost Proposal Form) and all required information and attachments stated in PART IV, Section IV.at

**PART IV PROPOSAL SUBMISSION REQUIREMENTS**

This section contains instructions for Bidders to use in preparing their proposals. The Department seeks detailed yet succinct responses that demonstrate the Bidder’s qualifications, experience, and ability to perform the requirements specified throughout the RFP.

The Bidder’s proposal must follow the outline used below, including the numbering, section, and sub-section headings. Failure to use the outline specified in PART IV, or failure to respond to all questions and instructions throughout the RFP, may result in the proposal being disqualified as non-responsive or receiving a reduced score. The Department, and its evaluation team, has sole discretion to determine whether a variance from the RFP specifications will result either in disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in the RFP will, at best, be considered minimally responsive.

Bidders are not to provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Additional materials not requested will not be considered part of the proposal and will not be evaluated. Include any forms provided in the submission package or reproduce those forms as closely as possible. All information must be presented in the same order and format as described in the RFP.

**Proposal Format and Contents**

**Section I Preliminary Information** (File #1)

* 1. **Proposal Cover Page**

Bidders must complete **Appendix A** (Proposal Cover Page). It is critical that the cover page show the specific information requested, including Bidder address(es) and other details listed. The Proposal Cover Page must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

* 1. **Responsible Bidder Certification**

Bidders must complete **Appendix B** (Responsible Bidder Certification). The Responsible Bidder Certification must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

**Section II Organization Qualifications and Experience** (File #2)

* 1. **Overview of the Organization**

Bidders must complete **Appendix C** (Qualifications and Experience Form) describing their qualifications and skills to provide the requested services in the RFP. Bidders must include three examples of projects which demonstrate their experience and expertise in performing these services as well as highlighting the Bidder’s stated qualifications and skills.

* 1. **Subcontractors**

If subcontractors are to be used, Bidders must provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors’ organizational capacity and qualifications.

* 1. **Organizational Chart**

Bidders must provide an organizational chart.  The organizational chart must include the project being proposed.  Each position must be identified by position title and corresponding to the personnel job descriptions.

* 1. **Litigation**

Bidders must attach a list of all current litigation in which the Bidder is named and a list of all closed cases that have closed within the past five (5) years in which the Bidder paid the claimant either as part of a settlement or by decree.  For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome.

* 1. **Certificate of Insurance**

Bidders must provide a certificate of insurance on a standard ACORD form (or the equivalent) evidencing the Bidder’s general liability, professional liability and any other relevant liability insurance policies that might be associated with the proposed services.

**Section III Proposed Services** (File #3)

* 1. **Technical Assessment**

Bidders must complete **Appendix D** (Technical Assessment Form) to describe the Bidder’s capability to meet the stated requirements and policies identified in this RFP.

* 1. **Services to be Provided**

Bidders must discuss the Scope of Services referenced above in Part II of the RFP and what the Bidder will offer, including a description of the methods and resources the Bidder will use and how each task involved will be accomplished. Bidders must also describe how the expectations and/or desired outcomes as a result of these services will be achieved. If subcontractors are involved, Bidders must clearly identify the work each will perform.

* 1. **Implementation - Work Plan**

Bidders must provide a realistic work plan for the implementation of the program through the first contract period. The work plan must be displayed in a timeline chart, and concisely describe each program development and implementation task, the month it will be carried out, and the person or position responsible for each task. If applicable, Bidders must identify all tasks to be delegated to subcontractors.

**Section IV Cost Proposal** (File #4)

* 1. **General Instructions**
     1. Bidders must submit a cost proposal that covers the period starting April 1, 2025 and ending on March 31, 2027.
     2. The cost proposal must include the costs necessary for the Bidder to fully comply with the contract terms, conditions, and RFP requirements.
     3. No costs related to the preparation of the proposal for the RFP, or to the negotiation of the contract with the Department, may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.
  2. **Cost Proposal Form Instructions**

Bidders must fill out **Appendix E** (Cost Proposal Form), following the instructions detailed here and in the form. Failure to provide the requested information, and to follow the required cost proposal format provided, may result in the exclusion of the proposal from consideration, at the discretion of the Department.

* 1. Bidders must enter the following costs in **Appendix E**:

Development Fee: Bidder must identify the one-time development fee for

services and invoice for the fee prior to the operational date. The fee should include all systems development, testing and all program support requirements*.*

Match Service: Bidder must identify the cost of the financial institution data match, to include FTP file transfer costs, for the initial contract period. The cost should be calculated as follows:

Match Fee Per Financial Institution\* X 100 Financial Institutions X 8 Quarters

\*The match fee represents the quarterly fee charged **per financial institution** regardless of the number of record matches made during that quarter.

Example: The per-financial-institution match fee bid is $10.

Bank 1 matches one (1) record and payment is $10.00.

Bank 2 matches 100 records and payment is $10.00.

Post-Development Rates: The Bidder must identify the hourly programming rates and user acceptance hourly testing rates for systems enhancement services. This is informational only and will not be scored.

**PART V PROPOSAL EVALUATION AND SELECTION**

Evaluation of the submitted proposals will be accomplished as follows:

1. **Evaluation Process – General Information**
   1. An evaluation team, composed of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP.
   2. Officials responsible for making decisions on the award selection will ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal provides the best value to the State of Maine.
   3. The Department reserves the right to communicate and/or schedule interviews/presentations with Bidders, if needed, to obtain clarification of information contained in the proposals received. The Department may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations.
   4. Changes to proposals, including updating or adding information, will not be permitted during any interview/presentation process and, therefore, Bidders must submit proposals that present their rates and other requested information as clearly and completely as possible.
2. **Scoring Weights and Process**
   1. **Scoring Weights:** Proposal scores will be based on a 100-point scale and will measure the degree to which each proposal meets the following criteria:

|  |  |  |
| --- | --- | --- |
| **Section I.** | **Preliminary Information**  Proposal materials to be evaluated in this section: all elements addressed in Part IV, Section I of the RFP. | **(No Points)** |
| **Section II.** | **Organization Qualifications and Experience** Proposal materials to be evaluated in this section: all elements addressed above in Part IV, Section II of the RFP. | **(35 points)** |
| **Section III.** | **Proposed Services and Technical Assessment**  Proposal materials to be evaluated in this section: all elements addressed above in Part IV, Section III of the RFP. | **(35 points)** |
| **Section IV.** | **Cost Proposal**  Proposal materials to be evaluated in this section: all elements addressed above in Part IV, Section IV of the RFP. | **(30 points)** |

* 1. **Scoring Process:** For proposals that demonstrate meeting the eligibility requirements in Section I, the evaluation team will use a consensus approach to evaluate and score Sections II & III above. Members of the evaluation team will not score those sections individually but, instead, will arrive at a consensus as to assignment of points for each of those sections. Section IV, the Cost Proposal, will be scored as described below.
  2. **Scoring the Cost Proposal:** The total cost proposed for conducting all the functions specified in the RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 30 points. Proposals with higher bids values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

(Lowest submitted cost proposal / Cost of proposal being scored) x (30) = pro-rated score

No Best and Final Offers: The State of Maine will not seek or accept a best and final offer (BAFO) from any Bidder in this procurement process.  All Bidders are expected to provide their best value pricing with the submission of their proposal.

* 1. **Negotiations:** The Department reserves the right to negotiate with the awarded Bidder to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the Department’s Request for Proposal to an extent that may affect the price of goods or services requested. The Department reserves the right to terminate contract negotiations with an awarded Bidder who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

1. **Selection and Award**
   1. The final decision regarding the award of the contract will be made by representatives of the Department subject to approval by the State Procurement Review Committee.
   2. Notification of conditional award selection or non-selection will be made in writing by the Department.
   3. Issuance of the RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to the RFP, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
   4. The Department reserves the right to reject any and all proposals or to make multiple awards.
2. **Appeal of Contract Awards**

Any person aggrieved by the award decision that results from the RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in [5 M.R.S.A. § 1825-E](http://www.mainelegislature.org/legis/statutes/5/title5sec1825-E.html) and [18-554 Code of Maine Rules Chapter 120](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-120).  The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of conditional contract award.

**PART VI CONTRACT ADMINISTRATION AND CONDITIONS**

1. **Contract Document**
   1. The awarded Bidder will be required to execute a [IT Service Contract (IT-SC)](https://stateofmaine.sharepoint.com/:w:/r/sites/DAFS-Procurement-Services-Intranet/Shared%20Documents/Public%20to%20intranet/FORMS/Contract%20Documents/IT%20Service%20Contract%20(IT-SC)%20Template_REV%208.9.24%20(locked).docx?&d=1)with appropriate riders as determined by the issuing department. Bidders shall carefully review the IT-SC. The IT-SC includes **Appendix F** (Confidentiality and Non-Disclosure Agreement).

*All exceptions will be negotiated between the awarded Bidder(s) and the State. The State will not accept any proposed exceptions as part of this RFP process. The State is not obligated to accept, negotiate, or compromise of any proposed exceptions.*

The complete set of standard State of Maine Service Contract documents, along with other forms and contract documents commonly used by the State, may be found on the Office of Procurement Services’ website at the following link: [Office of Procurement Services Forms Page](https://www.maine.gov/dafs/bbm/procurementservices/forms)

* 1. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Procurement Review Committee. Contracts are not considered fully executed and valid until approved by the State Procurement Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to Bidders. (Referenced in the regulations of the Department of Administrative and Financial Services, [Chapter 110, § 3(B)(i)](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-110).)

This provision means that a contract cannot be effective until at least fourteen (14) calendar days after award notification.

* 1. The State recognizes that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Procurement Review Committee. Any appeals to the Department’s award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date listed in the RFP may need to be adjusted, if necessary, to comply with mandated requirements.
  2. In providing services and performing under the contract, the awarded Bidder must act as an independent contractor and not as an agent of the State of Maine.

1. **Standard State Contract Provisions**
   1. Contract Administration

Following the award, a Contract Administrator from the Department will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Department staff will be available after the award to consult with the awarded Bidder in the finalization of the contract.

* 1. Payments and Other Provisions

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from the RFP.

**PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS**

**Appendix A** – Proposal Cover Page

**Appendix B** –Responsible Bidder Certification

**Appendix C** – Qualifications and Experience Form

**Appendix D** –Technical Assessment Form

**Appendix E** – Cost Proposal Form

**Appendix F** – Confidentiality and Non-Disclosure Agreement

**Appendix G** – Submitted Questions Form

**Exhibit 1** – FTI Policy Memo

**Exhibit 2** – Confidentiality Statement

**APPENDIX A**

**State of Maine**

**Department of Administrative and Financial Services**

**PROPOSAL COVER PAGE**

**RFP# 202409177**

**Financial Institution Data Match Services**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Bidder’s Organization Name:** | |  | | |
| **Chief Executive - Name/Title:** | |  | | |
| **Tel:** |  | | **E-mail:** |  |
| **Headquarters Street Address:** | |  | | |
| **Headquarters City/State/Zip:** | |  | | |
| ***(Provide information requested below if different from above)*** | | | | |
| **Lead Point of Contact for Proposal - Name/Title:** | |  | | |
| **Tel:** |  | | **E-mail:** |  |
| **Headquarters Street Address:** | |  | | |
| **Headquarters City/State/Zip:** | |  | | |

* This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
* No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder’s proposal.
* No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit or not to submit a proposal.
* The above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract.
* The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

*To the best of my knowledge, all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

**APPENDIX B**

**State of Maine**

**Department of Administrative Services**

**RESPONSIBLE BIDDER CERTIFICATION**

**RFP# 202409177**

**Financial Institution Data Match Services**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:*

1. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
2. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
   1. *Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or contract.*
   2. *Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.*
3. *Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification.*
4. *Have not within a three (3) year period preceding this proposal had one or more federal, state, or local government transactions terminated for cause or default*.
5. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*
6. *Is not a foreign adversary business entity (*[*https://www.maine.gov/oit/prohibited-technologies*](https://www.maine.gov/oit/prohibited-technologies)*).*
7. *Is not on the list of prohibited companies (*[*https://www.maine.gov/oit/prohibited-technologies*](https://www.maine.gov/oit/prohibited-technologies)*) or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services* [*https://www.maine.gov/oit/prohibited-technologies*](https://www.maine.gov/oit/prohibited-technologies) *(Title 5 §2030-B).*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

**APPENDIX C**

**State of Maine**

**Department of Administrative Services**

## QUALIFICATIONS and EXPERIENCE FORM

**RFP# 202409177**

**Financial Institution Data Match Services**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

|  |
| --- |
| **Present a brief statement of qualifications. Describe the history of the Bidder’s organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. You may expand this form and use additional pages to provide this information.** |
|  |

|  |
| --- |
| **Provide a description of projects that occurred within the past five (5) years which reflect experience and expertise needed in performing the functions described in Part II – Scope of Services to be Provided of the RFP. Please note that contract history with the State of Maine, whether positive or negative, may be considered in rating proposals even if not provided by the Bidder.** |

|  |  |
| --- | --- |
| **Project One** | |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief Description of Project** | |
|  | |

|  |  |
| --- | --- |
| **Project Two** | |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief Description of Project** | |
|  | |

**APPENDIX C (continued)**

|  |  |
| --- | --- |
| **Project Three** | |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief Description of Project** | |
|  | |

**APPENDIX D**

**State of Maine**

**Department of Administrative and Financial Services**

**TECHNICAL ASSESSMENT FORM**

**RFP# 202409177**

**Financial Institution Data Match Services**

Bidders must complete the Technical Assessment Form embedded below.

The Technical Assessment Form may be obtained by double-clicking the Excel (.xlsx) icon below.

****

**APPENDIX E**

**State of Maine**

**Department of Administrative and Financial Services**

**COST PROPOSAL FORM**

**RFP# 202409177**

**Financial Institution Data Match Services**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |
| **Proposed Cost:** | **$** |
| **Dates of Service** | **April 1, 2025 – March 31, 2027** |

|  |  |  |
| --- | --- | --- |
| **Service** | **Unit Rate** | **Proposed Cost** |
| Development | One-Time Fee | $ |
| Match Service | Match Fee X 100 Financial Institutions X 8 Quarters | $ |
| **Total Cost for Scoring** |  |  |
|  |  |  |
| **System Enhancement Services Post-Development: (Informational Only-Will Not Be Scored)** |  |  |
| Programming | Hourly Rate | $ |
| User Acceptance Testing | Hourly Rate | $ |

**APPENDIX F**

**State of Maine**

**Department of Administrative and Financial Services**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**RFP# 202409177**

**Financial Institution Data Match Services**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**RFP / CONTRACT #:**

**THIS AGREEMENT** is hereby executed between the State of Maine (“State”), acting by and through the Maine Office of Information Technology (“OIT”) and [insert Vendor’s legal name] having a principal place of business at [insert Vendor’s legal address] (“Vendor”), in relation to services and/or products to be provided by the vendor pursuant to [insert Contract No.] (“Contract”) as of \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 20\_\_\_\_(“Effective Date”).

**1. Definitions**

A. Authorized Person

“Authorized Person” is defined as a person authorized by OIT as having a need to receive, possess, store, access, view and/or use Confidential Information for an Authorized Use.

B. Authorized Use

“Authorized Use” is defined as the use of Confidential Information by the Vendor or Authorized Persons, solely for the purpose of performing the Contract. Disclosure, display, use, duplication, storage or transmittal of Confidential Information, in any form, for any purpose other than that set forth in the Contract, including extrapolation or retention of summary information, data or business processes, even if without specific identifiers, shall be deemed an “unauthorized use.”

C. Confidential Information

“Confidential Information” shall mean any information that OIT or the State, regardless of form or medium of disclosure (e.g., verbal, observed, hard copy, or electronic) or source of information (e.g., OIT, other state agencies, state employees, electronic systems, or third-party contractors) provides to Vendor, or which Vendor obtains, discovers, derives or otherwise becomes aware of as a result of Vendor’s performance of the Contract. It includes any sensitive information that may be protected from disclosure pursuant to a federal or state statutory or regulatory scheme intended to protect that information, or pursuant to an order, resolution or determination of a court or administrative board or other administrative body. In addition, information concerning OIT’s information technology infrastructure, systems and software and procedures will be considered Confidential Information. It also includes a Vendor’s Service Organization Control audit report (SOC 2 Type 2) when submitted upon request to OIT and labeled as confidential.

Confidential Information shall not include information which the Vendor can clearly demonstrate to OIT’s reasonable satisfaction is:

(a) information that is previously rightfully known to the Vendor on a non-confidential basis without restriction on disclosure;

(b) information that is or becomes, from no act or failure to act on the part of the Vendor, generally known in the relevant industry or in the public domain; and

(c) information that is independently developed by Vendor without the use of Confidential Information.

At all times the State shall be the owner of any and all Confidential Information.

D. Services

“Services” is defined as the services to be performed by the Vendor in connection with the operation or management of the Contract.

E. Vendor

“Vendor” is defined to include the Vendor and the Vendor’s respective employees, agents and subcontractors assigned by Vendor and approved by the State to perform obligations under the Contract (all of the foregoing collectively referred to as “Representatives”).

**2. Duty to Protect Confidential Information; Reporting Requirements**

In consideration for the ability to perform the Services, the Vendor shall hold all Confidential Information in confidence and protect that Confidential Information with the same standard of care required to keep its own similar information confidential. The Vendor must abide by all commercially reasonable administrative, physical, and technical standards for maintaining this information confidential, which must be in accordance with standards established by the National Institute of Standards and Technology (“NIST”). In addition, the Vendor must safeguard all Confidential Information from unauthorized access, loss, theft, destruction, and the like. The Vendor may not, without prior consent from OIT, disclose any Confidential Information to any person for any reason at any time; provided, however it is understood that the Vendor may disclose Confidential Information to its Representatives and its business, financial and legal advisors who require the Confidential Information for the purpose of evaluating or performing the Services on the condition that, prior to such disclosure, the Representatives and advisers have been advised of the confidential and non-public nature of the Confidential Information and are subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Agreement. The Vendor shall be responsible for any breach of this Agreement by any of the Vendor’s Representatives or advisors.

The Vendor shall promptly report any activities by any individual or entity that the Vendor suspects may compromise the availability, integrity, security, or privacy of any Confidential Information. The Vendor shall notify OIT immediately upon becoming aware that Confidential Information is in the possession of, or has been disclosed to, an unauthorized person or entity.

**3. Discovery and Notification of Breach of Confidential Information**

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of a breach of security or suspected security incident, intrusion, unauthorized use or disclosure involving Confidential Information, the Vendor shall notify OIT by telephone call (207-624-7700) and email to the OIT information security team (Security.Infrastructure@maine.gov) within the following timeframes:

A. Upon the discovery of a breach of security or suspected security incident involving Confidential Information in electronic, or any other medium if the information was, or is reasonably believed to have been, acquired by an unauthorized person; or

B. Within twenty-four (24) hours of the discovery of any suspected security incident, intrusion, unauthorized use or disclosure of Confidential Information in violation of this Agreement, or potential loss of Confidential Information affecting this Agreement.

Notification shall also be provided to the OIT Contract Manager and the OIT Information Security Officer. The Vendor shall provide a written report of all information known at the time. The Vendor shall take:

* + 1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
    2. Any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

**4. Written Report**

In addition to the report required above, the Vendor shall provide a written report of the investigation to the OIT Chief Information Security Officer within ten (10) working days of the discovery of the breach of security or suspected security incident, or unauthorized use or disclosure involving Confidential Information. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

**5. Notification to individuals.**

The Vendor shall notify individuals of the breach or unauthorized use or disclosure of Confidential Information when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. Any notification provided must first be approved by the OIT Chief Information Security Officer, who shall approve the time, manner and content of any such notifications prior to their release.

**6. Use Restriction**

Vendor shall not receive, possess, store, access, view and/or use Confidential Information for any purpose other than an Authorized Use. Vendor shall not permit unauthorized persons or entities to gain access to Confidential Information and shall not divulge methods of accessing Confidential Information to unauthorized persons.

**7. Security Obligations**

The Vendor agrees to comply with the following security obligations as well as any other such obligations specified in the contract, including requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, or conveyed to him/her during the course of the Agreement. The Vendor agrees to comply with the following security obligations:

A. Implement administrative, physical and technical safeguards in accordance with NIST standards that reasonably and appropriately protect the confidentiality, integrity and availability of any Confidential Information that is created, received, maintained, used, possessed, stored, accessed, viewed and/or transmitted on behalf of OIT or through OIT or any agency, instrumentality or political subdivision of the State of Maine Government;

B. Unless otherwise authorized by OIT, Confidential Information may NOT be stored on personal (non-State) computing or other electronic or mobile storage devices or taken or removed in any form from OIT or the State;

C. Vendor shall comply with all applicable federal and state laws governing confidentiality and/or privacy of information;

D. Vendor shall comply with all applicable OIT policies and procedures including but not limited to those that provide for accessing, protecting, and preserving State assets;

E. Access to any and all Confidential Information will be limited to only those authorized persons who need the Information to perform the services required under the Contract;

F. Obtain fingerprint-based criminal history record checks for all Vendor's employees, agents and subcontractors when requested by OIT pursuant to federal and state statutory and regulatory directives, at the expense of the Vendor;

G. Vendor shall instruct all personnel having access to Confidential Information about the confidential nature of the Information, the safeguards required to protect the Information, and the sanctions specified in federal and state law for unauthorized disclosure of said Information; and

H. Vendor shall use only those access rights granted by OIT.

**8. Certification by Vendor of Return of Confidential Information, Electronic Information and Tangible Property**

Promptly following the written request of OIT, and immediately upon termination of the Services, the Vendor shall return all Confidential Information stored in any format to OIT, or destroy any Confidential Information that Vendor possesses in a format that cannot be returned. Further, Vendor agrees to submit to OIT on Vendor’s letterhead a “CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY” certifying that all copies of Confidential Information, electronic property and tangible property belonging to the State or OIT have been returned, or if necessary, destroyed using the form provided in Appendix A.

**9. Termination**

Vendor’s Authorized Use of Confidential Information shall terminate automatically upon: (a) breach of this Agreement as determined solely by OIT, (b) completion or termination of Vendor’s Services, or, (c) termination of Vendor’s Contract, whichever occurs first. Vendor’s indemnification, confidentiality, and related assurances and obligations hereunder shall survive termination of the Agreement.

**10. Compliance**

If Vendor breaches or threatens to breach this Agreement, the State shall have all equitable and legal rights (including the right to obtain injunctive relief and specific performance) to prevent such breach and/or to be fully compensated (including litigation costs and reasonable attorney’s fees) for losses or damages resulting from such breach. Vendor acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the Confidential Information. Vendor shall hold OIT harmless from, and indemnify OIT for any claims, losses, expenses and/or damages arising out of the unauthorized disclosure by the Vendor, its Representatives, or third party partners, of Confidential Information or other unauthorized use of the Confidential Information, including but not limited to, paying the State any costs of enforcing this Agreement, securing appropriate corrective action, returning Information furnished hereunder, as well as any other costs reasonably incurred by the State in enforcing the terms of this Agreement.

**11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. The place of this Agreement, its situs and forum, shall be Kennebec County, Maine, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of Maine, and stipulates that the State Courts in Kennebec County shall be the proper venue for all matters. If any provision of the Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the other provisions shall remain in full force and effect.

**12. Entire Agreement**

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives effective as of the Effective Date set forth above.

|  |  |  |  |
| --- | --- | --- | --- |
| **[Name of Vendor]:** | | **State of Maine /Office of Information Technology:** | |
| By: |  | By: |  |
| Printed: |  | Printed: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |

**CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY BY VENDOR PURSUANT TO VENDOR CONFIDENTIALITY & NONDISCLOSURE AGREEMENT DATED**

Pursuant to the Vendor Confidentiality and Non-Disclosure Agreement between the State of Maine, acting by and through the Office of Information Technology (“OIT”) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Vendor”) dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Vendor acknowledges his/her responsibility to return or destroy all Confidential Information upon termination of the Vendor’s services to OIT. This document certifies that all copies of Confidential Information, electronic property and tangible property belonging to the State of Maine or OIT have been returned, or if necessary, destroyed, as described below:

Description of *returned* Confidential Information, electronic information or tangible property:

|  |
| --- |
|  |
|  |
|  |

Description of *destroyed* Confidential Information, electronic information or tangible property:

|  |
| --- |
|  |
|  |
|  |

|  |
| --- |
| Vendor Signature |
| Vendor Name |
| Date |

**APPENDIX G**

**State of Maine**

**Department of Administrative and Financial Services**

**SUBMITTED QUESTIONS FORM**

**RFP# 202409177**

**Financial Institution Data Match Services**

This form should be used by Bidders when submitting written questions to the RFP Coordinator as defined in Part III of the RFP.

If a question is not related to any section of the RFP, enter “N/A” under the RFP Section & Page Number. Add additional rows as necessary.

|  |  |
| --- | --- |
| **Organization Name:** |  |

|  |  |
| --- | --- |
| **RFP Section & Page Number** | **Question** |
|  |  |
|  |  |
|  |  |
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|  |  |

**Exhibit 1**

MAINE REVENUE

SERVICES

MEMORANDUM

Maine Revenue Services

24 State House Station Jerome D. Gerard Augusta ME 04333-0024 Executive Tel: (207) 624-9647 Director

To: All MRS Staff, OIT Staff and Contractors

From: Michael J. Thompson, MRS FTI Liaison - TCU

Date: February 27, 2018

Subject: Federal Tax Information Policy Memorandum #8

Federal Tax Information (FTI) is defined as Federal Tax Information received from the Internal Revenue Service or other federal agency. Federal Tax Information received from any other source (i.e. the taxpayer or preparer) is not considered Federal Tax Information for the purposes of this memorandum. This memorandum is not intended to replace or supersede tax disclosure laws as contained in the Internal Revenue Code, Publication 1075, 36 M.R.S.A or your annual disclosure training.

**PRINTING & PHOTOCOPYING OF FEDERAL TAX INFORMATION**

Printing (includes but is not limited to F108 (MERITS), FTI contained in the Portfolio Warehouse and Fed/State Exchange data warehouses, and FTI contained on reports) and photocopying of FTI are expressly prohibited except in the following situations:

1) The taxpayer or the taxpayer’s representative (POA required) requests FTI in writing to be delivered to a specified location.

2) The reproduction of FTI is deemed absolutely necessary to the accomplishment of Maine Revenue Services’ (MRS) objectives and goals. This exception should be viewed very narrowly since the online viewing of FTI is usually sufficient for most purposes.

Any printed or photocopied FTI must be stored in a secured area or approved container. A secured vault within MRS for FTI storage is located in the Tax Compliance Unit (TCU) at 51 Commerce Drive in Augusta. Approved containers are defined as barred locking metal file cabinets with key logs. (The Income Tax division, the MRS Portland office and the Compliance division have at least one barred locking metal file to store FTI while it is being actively used.) All keys to FTI storage containers must be maintained on your person or within another locked secured area. Keys may not be maintained in an unlocked drawer, in an unlocked container on a desk or hanging on a peg board. Locking modular furniture is not an approved container. Any file containing FTI must be clearly labeled as containing FTI. Federal Tax Information not contained within TCU should be kept in red folders that are clearly marked as containing FTI.

FTI may only be disposed of by returning it to TCU, where it will either be stored in TCU’s vault or shredded. FTI cannot be disposed of with other MRS confidential shred or general trash.

**MERITS NOTES**

MERITS notes should not contain FTI. Federal information, such as Adjusted Gross Income, can usually already be found in MERITS’ F208 conversation or in one of MRS’ data warehouses.

**REQUESTING FTI FROM TCU**

All individuals requesting FTI must be able to show their need and ultimate use of the FTI they have requested. Most MRS needs for FTI can be satisfied with information contained within the data warehouses. All viewing of information contained within the data warehouses is traceable and tracked to the requesting individual. Authorized individuals are responsible for processing MRS requests for FTI that are not available within the data warehouses. Requests for TDS (Transcript Delivery System – electronic IRS transcript information) should be sent to TCU or authorized division representative on the TDS request form (available from TCU). Requests for other paper documents from the IRS should be sent to TCU on IRS Form 8796-A (available from TCU). **Paper documents requested from the IRS should be requested as a last resort.** TCU will process all requests in a FIFO (first in first out) order. If a review of your request shows that it can be satisfied with anagalous information contained within a data warehouse, your request will be returned to you with this notation: “Tax Year xxxx info in data warehouse.” If for some reason the information contained in the warehouse does not satisfy your request, please detail this in memo format so that your request may be re-evaluated.

**REPORTING IMPROPER INSPECTIONS OR DISCLOSURES OF FTI**

All staff (including employees, managers and the Fed/State Disclosure Officer) that come in contact with Federal Tax Information are required to report improper inspections or disclosures of FTI. Immediately upon discovering a possible improper inspection or disclosure of FTI, including breaches and security incidents, the individual making the observation or receiving information should report the suspected security incident(s) to a supervisor or to the MRS FTI Liaison (aka the Fed/State Disclosure Officer), who must contact both the IRS and the Treasury Inspector General for Tax Administration (TIGTA) within 24 hours of the identification of a possible issue involving FTI. Reporting the incident(s) must be made even if a full investigation has not been completed.

Contact Information:

TIGTA Ben Franklin Station

P.O. Box 589

Washington, DC 20044-0589

(800) 589-3718 – TIGTA hotline

www.treasury.gov/tigta - TIGTA homepage

IRS - Safeguards

The incident should be reported to either, Michael J. Thompson, MRS’ Fed/State Disclosure Officer or Susan T. Smith, Deputy Director. The appropriate internal investigation will be conducted as necessary by the Office of Human Resources. Any potential media release regarding this incident will be coordinated with the State Tax Assessor, the Commissioner of DAFS and the IRS.

Incident reporting assistance is available within MRS from either Mike Thompson (207) 624-9686 or Sue Smith (207) 624-5618. Incident reporting assistance includes advice and assistance to users for the handling and reporting of security incidents.

Any questions concerning the information contained in this memorandum should be directed to the Tax Compliance Unit (624-9647).

**EXHIBIT 2**

**Maine Revenue Services Policy Statement on Confidentiality of State and Federal Tax Returns and Return Information**

CONTENTS:

1. INTRODUCTION
2. CONFIDENTIALITY LAWS
3. APPLYING THE LAWS
4. **INTRODUCTION.**

This Policy Statement explains the laws governing the confidentiality of information received and held by Maine Revenue Services in the course of administering the tax laws of the State of Maine. It also explains how Maine Revenue Services interprets and applies the confidentiality laws. The goal is to help employees and agents of Maine Revenue Services to feel confident that they know what the law means and that they can comply with the requirements of the law in the course of performing their daily work assignments. A copy of the Policy Statement is given to each employee and agent of Maine Revenue Services at the time the Confidential Tax Information Agreement is signed.

State and federal confidentiality laws have been enacted for the purpose of protecting the privacy of taxpayers, and this purpose should be recognized when interpreting those laws and applying them "on the job."

Generally, confidentiality laws apply to all information obtained by Maine Revenue Services in the administration of Maine taxes. **Whenever they have any question as to whether particular information is confidential or not, Maine Revenue Services employees and agents should always err on the side of caution: that is, you should assume that the information is confidential, and ask your immediate supervisor for guidance before proceeding further. In the case of agents/contractors, taxpayer information should never be released without specific authorization in writing from Maine Revenue Services management.**

Both State and Federal laws provide severe penalties for wrongful disclosure of confidential tax information. Maine law also provides for **mandatory dismissal** from employment for state employees. You should therefore read this Policy Statement carefully and be sure to direct any questions you may have to your supervisor or other Maine Revenue Services management personnel.

1. **CONFIDENTIALITY LAWS.**

The following statutes regarding the confidentiality of tax information are relevant to this Policy Statement:

* Maine law: Title 36 M.R.S.A. Section 191

 Federal law: Title 26 U.S.C. §6103 (portions); §7213; §7213A; and §7431

Also Title 18 U.S.C. §§2721 et. seq. (the Drivers Privacy Protection Act).

Employees and agents of Maine Revenue Services should be familiar with these statutes.

The following summaries are provided with that goal in mind:

1. **36 M.R.S.A.** § **191.** This statute contains a basic prohibition (subsection 1), a list of exemptions (subsection 2), some additional restrictions applicable to federal IRS data (subsection 3), and finally a statement of the penalties that apply to violations of the law.
   1. **Basic prohibition.** Section 191 states first, that it is unlawful for any employee or agent of Maine Revenue Services to willfully **inspect** any tax return, or examine information contained on any return, **for any purpose other than the conduct of official duties.** This is the so-called "anti-browsing" provision. It means simply that ***if your official job duties do not require you to examine a particular return or return information, you may not do so***. This applies to a physical hard-copy tax return, to taxpayer files on a computer screen, and to records in any other format.

Secondly, section 191 says that except as otherwise provided by law, it is unlawful for anyone who has had lawful access to returns or return information -- and this would include all employees and agents of Maine Revenue Services -- to disclose that information, or any other information provided by the taxpayer pursuant to Title 36, to any unauthorized person. Note that this prohibition applies not just to state tax information, but also to **federal** tax information filed as part of a state return.

To summarize: Section 191, subsection 1 makes it illegal to **inspect** any tax return or return information without a valid work-related purpose; and also to **disclose** to an unauthorized person any return or return information.

1. **Exemptions.** Subsection 2 of section 191 contains a list of certain disclosures of confidential tax information that do not violate the law. For example, it is not unlawful to provide a taxpayer or authorized representative with a copy of the taxpayer's own return or return information – including information contained on the federal return filed by the taxpayer with the state. Most of the other exemptions are self-explanatory. If your official duties entail the disclosure of confidential information, make sure one of these exemptions is applicable, but as always, if you have any questions, ask your supervisor for guidance.
2. **Information provided by IRS.** Subsection 3 of section 191 contains additional restrictions for federal tax information provided by the IRS (as opposed to information provided to the State of Maine by the taxpayer). For example, disclosure of such information to the Attorney General for purposes of criminal investigations and prosecutions unrelated to tax enforcement is prohibited.
3. **Certain proprietary information.** Subsection 3-A of section 191 provides confidentiality for information and materials provided in confidence to the State Tax Assessor and used by MRS to prepare legislation or legislative analysis, including the preparation of fiscal estimates for the Office of Fiscal and Program Review.
4. **Penalties.** Subsection 4 provides that any willful violation of the terms of section 191 is a Class E crime. It also provides for **mandatory dismissal from employment** for state employees.
5. **26 U.S.C.** § **6103.** Subsection (a) of this federal statute provides for the confidentiality of federal returns and return information and also provides a general prohibition on the disclosure by a state employee of federal returns of return information. Subsection (b) provides definitions of the terms "return" and "return information." If you have any questions about what these terms encompass, ask your supervisor. Remember, when in doubt; always assume that taxpayer information in the possession of Maine Revenue Services is confidential. In the case of agents/contractors of the State of Maine, no federal taxpayer information should ever be released without specific authorization in writing from Maine Revenue Services management.
6. **26 U.S.C.** § **7213.** This statute provides that unauthorized disclosure by a state employee of a federal return or return information **is a felony carrying a fine of up to $5,000 and/or imprisonment of up to 5 years**, together with the costs of prosecution.
7. **26 U.S.C.** § **7213A.** This is the federal "anti-browsing" statute. It goes hand-in-hand with the state anti-browsing provision discussed above. Section 7213A makes it unlawful for any state employee (or anyone else!) to willfully inspect a federal return or federal return information, except as authorized by law. If you are inspecting federal return information solely for the purpose of performing your own job duties for Maine Revenue Services, federal law authorizes the access, but as always, contact your supervisor with any questions. Any violation of the federal anti-browsing statute is **punishable by a fine of up to $1,000 and/or imprisonment of up to 1 year**, together with the costs of prosecution.
8. **26 U.S.C.** § **7431.** This federal statute provides that if you knowingly or negligently inspect or disclose any federal return or return information, **the taxpayer in question may sue you** for damages in federal court. This is in addition to any other penalties provided by law.
9. **18 U.S.C. §§2721 et. seq. (Drivers Privacy Protection Act).** The federal Drivers Privacy Protection Act provides that “personal information” contained on motor vehicle records is confidential and may not be disclosed without the approval of the license holder. Therefore, Maine Revenue Services employees who have access to Bureau of Motor Vehicles records for tax administration purposes need to be aware that they are **prohibited from disclosing** to anyone personal information obtained from BMV records. For purposes of this prohibition, “personal information” means name, address, telephone number, driver’s license or social security number, medical or disability information, or photograph or digital image. The penalties for violating this statute are severe. For more information, you may consult the implementing rule (Chapter 10) promulgated by the Maine Secretary of State. As with questions of tax information confidentiality, MRS employees and contractors should consult their supervisor with any questions.
10. **APPLYING THE LAWS.**
11. **Access by MRS Employees/Agents: The "Need to Know" Principle**

Maine Revenue Services employees and agents are exposed on a daily basis to many documents and other types of information that by law are considered confidential and not available to the public. Access to confidential information by Maine Revenue Services employees and agents is governed by the "need to know" principle: that is, you should have access to a return or return information **only when you have a valid work-related need to access that information.**

In one important regard, the restrictions that apply to your access to confidential tax records go even beyond the “need-to-know” principle: it is Maine Revenue Services policy that no employee or contractor of the agency should have any involvement with an account of a business or individual *with which the employee/contractor has a personal or financial relationship.* This restriction applies even if contact with the account would occur in the normal course of the employee/contractor’s job duties. Such accounts should be referred to management for reassignment. When in doubt about whether to deal with a particular file, ask your supervisor.

If you follow the "need-to-know" rule carefully, you will not have any difficulty avoiding violations of the state and federal "anti-browsing" statutes discussed above. If you have any question at all about the operation of the application of the need-to-know principle to a particular set of facts, consult with your supervisor.

Maine Revenue Services management recognizes that accidental or inadvertent improper access may occur from time to time. If this happens to you, contact your supervisor immediately and provide him or her with full details of the incident.

1. **Disclosure by MRS Employees/Agents**

Generally speaking, with the exception of public records, information received by or accessible to any employee or agent in the course of his or her work at Maine Revenue Services is confidential and cannot be released to the public. This includes information relating to a particular taxpayer that has been obtained by Maine Revenue Services from any source, including returns, reports, applications, refund claims, audit and investigations.

The confidentiality restrictions apply to information requested on Maine Revenue Services forms, even when that information is not specifically required by statute. This would include, but not be limited to, addresses (location and mailing), delinquency history, balance due amounts, social security numbers and some state identification numbers, and any other information that Maine Revenue Services receives directly from the taxpayer. Confidential information may only be disclosed to the taxpayer, to his or her personal representative or to a person authorized to receive such information by statute. As always, when in doubt, consult your supervisor.