



INTENT TO BID FORM

RFP # 2026-36-INS

DESCRIPTION: Claims Management System		
Intent to Bid DUE:		SUBMIT 'INTENT TO BID' FORMS TO:
DATE:	9/23/26	Email: contracts@nysif.com Subject Line: Intent to Bid Form – Bid #2026-36-INS
TIME:	2:00 p.m.	OR *mailed via <u>UPS, FedEx, or DHL</u> to: NYSIF - Procurement Unit Bid # 2026-36-INS 15 Computer Drive West Albany, NY 12205 *Note, the use of the United States Postal Service (USPS) is <u>PROHIBITED</u> . See Section 4.3 for more information.

Bidders intending to bid are requested to complete and return this page, along with the necessary required documentation:

- ☐ 1. We INTEND to bid on this solicitation.
- ☐ 2. We agree to the terms of the attached Limited Nondisclosure Accord.
- ☐ 3. We have attached the completed Intent To Bid Certifications Document.

Name of Firm: _____ FEIN: _____

Address: _____

Web Page: _____ Telephone: _____

Email Address: _____ Fax: _____

Signature: _____ Date: _____

Typed Name & Title: _____

LIMITED NONDISCLOSURE ACCORD

WHEREAS, the Firm ('BIDDER') intends to bid on a New York State Insurance Fund ('NYSIF') solicitation and has submitted the completed Intent To Bid Form with the intent on submitting a proposal in response to the solicitation; and

WHEREAS each party desires to maintain and not misuse any Confidential Information contained in such files and materials;

NOW, THEREFORE, the parties agree as follows:

1. NYSIF grants BIDDER limited access to NYSIF Confidential Information for the sole purpose of informing the BIDDER's Proposal in response to the referenced NYSIF solicitation. All files and data are provided for the sole purposes of informing BIDDER's final proposal in response to the NYSIF solicitation. BIDDER shall not use NYSIF's Confidential Information for any purpose not authorized by this Accord.
2. Confidential Information shall be defined as all non-public information (whether in verbal, written, visual, graphic, or machine-readable form) of NYSIF which the BIDDER has had access to, will have access to, or will create or prepare, that includes, incorporates, makes reference to, or utilizes in any way, without limitation, the Data and all other proprietary information related to NYSIF's business. Confidential Information shall include all information of a third party to which BIDDER has access or will have access. Confidential Information shall also include any information and data protected by applicable privacy laws and regulations, including but not limited to Federal, State, and local laws as well as those of territories and dependencies. **All information shared by NYSIF following the completion of the Intent To Bid Form will be considered NYSIF Confidential Information unless otherwise exempt.**
3. Confidential Information shall not include information that (a) is in the public domain at the time of its use or disclosure through no fault of BIDDER or its Contractors, (b) was lawfully in the possession of or demonstrably known by BIDDER prior to its receipt from NYSIF, (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, or (d) becomes known by BIDDER from a third party and, to BIDDER's knowledge, is not subject to an obligation of confidentiality to NYSIF.
4. Confidential Information shall be disclosed only to those BIDDER's employees, subcontractors included in BIDDER's proposal, representatives, affiliates, and advisors who are necessary to create and/or participate in Bid process and who are informed of the confidential nature of the information and agree to keep it confidential. BIDDER shall be and will remain liable for any breach of Confidentiality and Nondisclosure obligations by any of the Persons set forth above.
5. BIDDER shall take all necessary safeguards and actions to prevent the unauthorized copying or use of the Confidential Information or the information contained therein. BIDDER shall notify NYSIF immediately of any loss, accidental or otherwise, of the Confidential Information thereof or of any unauthorized disclosure of the Confidential Information.

6. Upon submission of the Bid, any Confidential Information provided by NYSIF shall be returned to NYSIF in a secure manner. At such time, all Confidential Information shall be permanently deleted from BIDDER's equipment and networks (if any such data or information remains) in a manner that will not permit recall of the data. BIDDER may (1) retain copies of Confidential Information that is required to be retained by law or regulation and (2) in accordance with legal records retention requirements, store such copies and derivative works in an archival format which cannot be returned or destroyed.
7. In the event of a Breach of Security involving NYSIF supplied Nonpublic Information from systems owned, operated, sub-contracted or otherwise routed through BIDDER's systems or networks, BIDDER shall notify NYSIF immediately, without unreasonable delay. "Breach of Security" shall mean the any unauthorized access to, disruptions, or misuse of an information system that compromises the security, confidentiality, or integrity of nonpublic information stored on such information system. "Nonpublic Information" shall have the same definition as 23 New York Codes, Rules and Regulations Part 500.1(k).
8. No license or additional rights of any kind to NYSIF data is granted to BIDDER by this Accord. The obligations hereunder will bind BIDDER's successors and assigns.
9. This Accord will be governed by the laws of the State of New York without regard to the principles of conflict or choice of laws. Jurisdiction for all purposes shall be in the State of New York.
10. This Accord exclusively applies to Confidential Information accessed as necessary to inform BIDDER's final proposal and cannot be amended. Following the award of the contract, a comprehensive Mutual Non-Disclosure Agreement shall be negotiated with the awardee and will apply to Confidential Information accessed as part of the services provided under the applicable contract.
11. This Accord shall be binding upon the parties hereto and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

LIMITED NONDISCLOSURE ACCORD

WHEREAS, the Firm ('BIDDER') intends to bid on a New York State Insurance Fund ('NYSIF') solicitation and has submitted the completed Intent To Bid Form with the intent on submitting a proposal in response to the solicitation; and

WHEREAS, each party desires to maintain and not misuse any Confidential Information contained in such files and materials;

NOW, THEREFORE, the parties agree as follows:

1. NYSIF grants BIDDER limited access to NYSIF Confidential Information for the sole purpose of informing the BIDDER's Proposal in response to the referenced NYSIF solicitation. All files and data are provided for the sole purposes of informing BIDDER's final proposal in response to the NYSIF solicitation. BIDDER shall not use NYSIF's Confidential Information for any purpose not authorized by this Accord.
2. Confidential Information shall be defined as all non-public information (whether in verbal, written, visual, graphic, or machine-readable form) of NYSIF which the BIDDER has had access to, will have access to, or will create or prepare, that includes, incorporates, makes reference to, or utilizes in any way, without limitation, the Data and all other proprietary information related to NYSIF's business. Confidential Information shall include all information of a third party to which BIDDER has access or will have access. Confidential Information shall also include any information and data protected by applicable privacy laws and regulations, including but not limited to Federal, State, and local laws as well as those of territories and dependencies. **All information shared by NYSIF following the completion of the Intent To Bid Form will be considered NYSIF Confidential Information unless otherwise exempt.**
3. Confidential Information shall not include information that (a) is in the public domain at the time of its use or disclosure through no fault of BIDDER or its Contractors, (b) was lawfully in the possession of or demonstrably known by BIDDER prior to its receipt from NYSIF, (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, or (d) becomes known by BIDDER from a third party and, to BIDDER's knowledge, is not subject to an obligation of confidentiality to NYSIF.
4. Confidential Information shall be disclosed only to those BIDDER's employees, subcontractors included in BIDDER's proposal, representatives, affiliates, and advisors who are necessary to create and/or participate in Bid process and who are informed of the confidential nature of the information and agree to keep it confidential. BIDDER shall be and will remain liable for any breach of Confidentiality and Nondisclosure obligations by any of the Persons set forth above.
5. BIDDER shall take all necessary safeguards and actions to prevent the unauthorized copying or use of the Confidential Information or the information contained therein. BIDDER shall notify NYSIF immediately of any loss, accidental or otherwise, of the Confidential Information thereof or of any unauthorized disclosure of the Confidential Information.

6. Upon submission of the Bid, any Confidential Information provided by NYSIF shall be returned to NYSIF in a secure manner. At such time, all Confidential Information shall be permanently deleted from BIDDER's equipment and networks (if any such data or information remains) in a manner that will not permit recall of the data. BIDDER may (1) retain copies of Confidential Information that is required to be retained by law or regulation and (2) in accordance with legal records retention requirements, store such copies and derivative works in an archival format which cannot be returned or destroyed.
7. In the event of a Breach of Security involving NYSIF supplied Nonpublic Information from systems owned, operated, sub-contracted or otherwise routed through BIDDER's systems or networks, BIDDER shall notify NYSIF immediately, without unreasonable delay. "Breach of Security" shall mean the any unauthorized access to, disruptions, or misuse of an information system that compromises the security, confidentiality, or integrity of nonpublic information stored on such information system. "Nonpublic Information" shall have the same definition as 23 New York Codes, Rules and Regulations Part 500.1(k).
8. NYSIF Confidential Information shall not be input, processed, or otherwise accessed by any GenAI technology, tool(s), or solution(s), either directly or indirectly, as defined in Section 1.11 of the NYSIF Request for Proposals solicitation. Failure to comply with the GenAI requirements may result in the disqualification of BIDDER's proposal.
9. No license or additional rights of any kind to NYSIF data is granted to BIDDER by this Accord. The obligations hereunder will bind BIDDER's successors and assigns.
10. This Accord will be governed by the laws of the State of New York without regard to the principles of conflict or choice of laws. Jurisdiction for all purposes shall be in the State of New York.
11. Violation of the terms of the Limited Nondisclosure Agreement may result in the disqualification of BIDDER's proposal per the terms of the RFP.
12. This Accord exclusively applies to Confidential Information accessed as necessary to inform BIDDER's final proposal and cannot be amended. Following the award of the contract, a comprehensive Mutual Non-Disclosure Agreement shall be negotiated with the awardee and will apply to Confidential Information accessed as part of the services provided under the applicable contract.
13. This Accord shall be binding upon the parties hereto and inure to the benefit of the parties hereto, their respective successors and permitted assigns.