



## Office of Information Technology Services

### COMPETITIVE PROCUREMENT FOR:

**RFP C000742: Staff Augmentation – Digital Credentials (AMENDED)**

PROCUREMENT WEBSITE: [HTTPS://ITS.NY.GOV/COMPETITIVE-PROCUREMENT-OPPORTUNITIES](https://its.ny.gov/competitive-procurement-opportunities)

#### DESIGNATED CONTACT FOR INQUIRIES AND SUBMISSIONS

RFP related questions and extraneous terms must be submitted via electronic mail using the Vendor Questions and Extraneous Terms and Conditions Form (Attachment 4) to the designated contact for this RFP at [its.sm.bestvalue@its.ny.gov](mailto:its.sm.bestvalue@its.ny.gov)

**No other method of inquiries will be accepted.**

**IMPORTANT NOTICE: A Restricted Period under the provisions of the State Finance Law relating to procurement lobbying is currently in effect for this Procurement and will remain in effect until State Comptroller approval of the Contracts resulting from this Request for Proposals (RFP) or any cancellation of this Procurement. During the Restricted Period for this Procurement, ALL communications must solely be directed, in writing, to the following individuals (Designated Contacts) and must be in compliance with the provisions of the State Finance Law relating to procurement lobbying and all other RFP instructions. Suggestions for the Procurement must only be made to the Designated Agency Contact. Other communications relating to the Procurement must be directed to the Designated Contact.**

Elizabeth Gocs, Contract Manager

#### ITS ADDRESS FOR PROPOSAL DELIVERIES

**Address to:**

Elizabeth Gocs, CONTRACT MANAGER  
NYS OFFICE OF INFORMATION TECHNOLOGY SERVICES  
VENDOR SOURCING AND MANAGEMENT, BEST VALUE TEAM  
EMPIRE STATE PLAZA, SWAN STREET BUILDING, CORE 4, ROOM 2404  
ALBANY, NY 12223

[its.sm.bestvalue@its.ny.gov](mailto:its.sm.bestvalue@its.ny.gov)

	Calendar of Events		
	Event	Dates	
1	RFP Release Date	September 28, 2022	
2	Deadline for filing <b>Optional</b> Notice of Intent to Bid	October 19, 2022	
3	Deadline for Submission of Vendor Questions and Extraneous Terms and Conditions	October 19, 2022	
4	Issuance of Response to Submitted Questions (on or about date indicated)	November 2, 2022	
5	PROPOSAL DUE DATE	November 23, 2022	at 2:00 PM ET

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## **SECTION 1 - OVERVIEW**

### **1.1 PURPOSE OF REQUEST FOR PROPOSALS**

The New York State Office of Information Technology Services (ITS) is issuing this Request for Proposals (RFP) to seek proposals from responsive and responsible Bidders for the purpose of obtaining the services of one (1) qualified vendor to provide technical support personnel on a contractual and “as needed” basis, for shared ITS projects and Executive Agency-specific IT needs. Examples of projects include the post-pandemic digitization of New York state services and expansion of the Excelsior Wallet, including expanded use of digital credentials, identity rationalization, and streamlined access to digitized government services.

The term of the Contract shall be five (5) years. The Contract shall take effect and commence upon the approval of the Contract by the Office of the State Comptroller (“OSC”), as applicable.

The successful Bidder will provide specialized consultants for Application Development project support services for various ITS units within the Chief Technology Office (CTO) (e.g., Business Application Services, Shared Platform Services, Innovation and Engineering, Service Delivery, Data Center Networking and Data Center Hosting) and any others that require support services, to augment ITS and Agency application development efforts. This will require full-time staff augmentation utilizing the specialized titles and quantities described herein.

It is anticipated the various projects to which the consultants will be assigned could be from one (1) to three (3) years in duration. Further, it is anticipated for most projects, the work may/will be performed one hundred percent (100%) remotely. Specialized consultants may also be required to travel to various locations in New York State as needed.

#### **1.1.1 The Mission, Vision, and Values Statement of ITS**

<b>MISSION</b>	To create and deliver innovative solutions that foster a technology-enabled government to best serve New Yorkers
<b>VISION</b>	To lead the nation in serving citizens, businesses, and visitors through world-class technology
<b>VALUES</b>	Accountability, Citizens, Innovation, Integrity, People, Transformation

#### **1.1.2 Formation of ITS**

In 2012, New York consolidated information technology (IT) functions and service delivery from over 52 State agencies into a single agency in the largest IT consolidation in State government history. Historically, IT systems and applications were primarily decentralized within individual State agencies supported by internal agency teams working with disparate IT tools, methods, and varied technical platforms. Now, ITS is transforming IT across the State to offer world-class service that provides a consistent and high-quality experience for end users and citizens using an IT environment that:

- Maximizes existing resources
- Meets agency business needs with world-class customer service
- Creates a talented, innovative IT workforce
- Increases accountability

- Provides cost savings

## **SECTION 2 - PROJECT SUMMARY**

### **2.1 MINIMUM BIDDER QUALIFICATIONS**

A Bidder must meet the minimum qualifications set forth herein below to be deemed qualified to respond to this RFP. Failure to meet all requirements will result in the Bidder's Proposal being deemed non-responsive and eliminated from consideration.

1. Bidder, at time of bid submission and throughout the term of the Contract, must be **registered and authorized by the New York State Secretary of State** to conduct business in New York State., ~~or have filed an application for authority to do business in New York State with the New York State Secretary of State at time of bid submission. Such application must have been approved prior to Contract Award.~~
2. Bidder must represent and warrant that it possesses at least eight (8) years of experience in providing/supplying technical support personnel which are the subject matter of this RFP for the benefit of its customers ("customer placements").
3. Bidder must represent and warrant that it has fulfilled an average of fifty (50) customer placements across all customers over the last five (5) years with a minimum number of thirty (30) customer placements in any single year.
4. Bidder must have placed at least 100 consultants in total in any state and federal governmental entity over the last five (5) years, with at least one (1) consultant placed in each governmental entity.
5. Bidder must have placed at least fifteen (15) Level III consultants meeting the minimum requirements set forth in this RFP in each of the titles shown in Section 2.4 over the last five (5) years.
6. Bidder must possess the administrative and organizational capacity, experience, and expertise to provide the required Project Services as set forth in the RFP and the administrative structure and resources sufficient to perform its contractual responsibilities including monitoring and completing of deliverables, invoicing, billing, and personnel issues.
7. Bidder must have a process to identify and propose qualified candidates in response to this RFP. The process utilized must be able to:
  - a) identify potential candidates and validate that the potential candidate's experience/expertise meets the requirements of the position for which services are being sought;
  - b) supplement the Contractor's resumé pool if desired candidates are not available;
  - c) rapidly replace a Consultant(s) when the State finds that the Consultant(s) is unacceptable, or is otherwise unable to perform the tasks set forth in the RFP based on the replacement timeframes stipulated in this RFP; and
  - d) monitor the work performance of Contractor supplied Consultant(s).
8. Bidder must provide one (1) Level III resume, for each of the four (4) titles shown in Section 2.4, *Job Titles – Requirement*. See Section 2.3, *Description of Scope of Work*, for explanation of Level III requirements.
9. Bidder is required to identify a specific individual to serve as the Contractor's Sole Point of Contact, as stated in Section 2.5, *Contractor's Contract Manager*.

## **2.2 PROJECT BACKGROUND AND GOAL OF RFP**

Deploying the Excelsior Wallet (EW) solution, which includes the Excelsior Pass (EP), establishes the State's reputation as a leader in digital government transformation and validates the need to continue investing in digital technologies to deliver public services.

### **2021 ACCOMPLISHMENTS**

- **10M+pass retrievals were** generated since March 2021.
- **100+ business partners** adopted Excelsior Pass with landmark **commitments from brands like American Airlines**.
- **17 other states** are looking to New York State (NYS) for the "blueprint" on how to stand up digital health credentials and five (5) other states are interested in broader digital transformation.

### **2022 CONSIDERATIONS**

#### ***Balancing the public health imperative with a need to diversify the Excelsior Wallet (EW) portfolio***

- Sustain the public health focus of EW as new variants such as Omicron may require additional investments into Excelsior Pass Plus (EPP) in 2022, while we build NYS' capability to fully own EPP.
- Pilot the digitization of high utility licenses and records to meet rising resident demands for delivery of public services in line with private sector standards.
- Digitize additional high-priority licenses, records, and other government services to enhance trust and restore residents' faith in their State government through improved and lower cost services with digitization and identity capabilities.

The Excelsior Wallet will help NYS transform government service delivery by providing residents easy and secure access to their licenses and records.

## **2.3 DESCRIPTION OF SCOPE OF WORK**

Section 2.4, *Job Titles – Requirement*, sets forth job titles and job descriptions. There are three (3) levels (i.e., Levels I, II, and III) for each of the titles listed.

- Level I – must have more than one (1) but less than four (4) years of experience.
- Level II – must have between four (4) and seven (7) years of experience.
- Level III – must have more than seven (7) years of experience working on complex projects with two (2) or more years in a leadership role.

Bidders are advised that when the need to fill a specific position is identified, actual job descriptions for that position may deviate somewhat from what is set forth in Section 2.4, *Job Titles – Requirement*.

## **2.4 JOB TITLES – REQUIREMENT**

# Request for Proposals

## RFP C000742 Staff Augmentation – Digital Credentials

Position #	Job Title	Job Description	Anticipated Number of Titles Needed	O*NET Codes	Anticipated Number of Hours for Contract Term
1	System Integration Engineer	<p>Define and implement strategies and technology that ensures the seamless integration of data and application interfaces.</p> <p><u>Responsibilities:</u></p> <ul style="list-style-type: none"> <li>• Work as part of a team of problem solvers, helping to solve complex business issues from strategy to execution.</li> <li>• Design and implement technology infrastructure, develop and enhance both client and internal facing applications, and provide technology tools that help drive NYS's strategic initiatives.</li> <li>• Use enterprise architecture across application areas, to build delivery models that map capabilities to business needs outlined by NYS.</li> <li>• Use multiple sources of information, including broader stakeholder views, to develop solutions and recommendations.</li> <li>• As part of application support lifecycle, address defects and enhancements.</li> <li>• Participate in incident resolution post-implementation, as required.</li> </ul> <p><u>Preferred knowledge and skills:</u></p> <ul style="list-style-type: none"> <li>• Align NYS compliance standards into design architecture and application framework.</li> <li>• Contribute to software development life cycles through guidance, compliance checks, designs, feedback, and code contributions.</li> <li>• Design and deliver logging, monitoring and alerting capabilities for each solution.</li> </ul>	15	15-1251.00, 15-1252.00, 15-1254.00, 15-1299.08	50,000

		<ul style="list-style-type: none"><li>• Establish a stable, reliable, secure and high performing data platform.</li><li>• Build, maintain, and control stage and production environments.</li><li>• Troubleshoot complex incidents in stage and production environments, by troubleshooting Identity and Access Management policies, creating/providing cloud resources based on development teams' requirements, via cloud logs; and perform system monitoring, creation of alerts, and assist with new feature rollouts.</li><li>• Establish system health and capacity and enhance as needed.</li><li>• Document Standard Operating Procedure and perform knowledge transfer to others.</li><li>• Drive, design, and implicitly represent various cloud artifacts within the enterprise framework that represents cloud components and solutions.</li><li>• Work with containerized workloads in a cloud hosting environment, such as AWS, Azure, or GCP.</li><li>• Understanding of cloud computing: virtualization technologies, Infrastructure as a Service, Platform as a Service and Software as a Service Cloud delivery models, an understanding of cloud computing capabilities and limitations, and the implementation of security and operations best practices.</li><li>• Good communication and documentation skills, and adherence to procedures.</li><li>• Work with Cloud development teams to support their current and future needs in NYS/ITS containerized environment, troubleshooting issues of connectivity, load balancing, scaling, and monitoring.</li></ul>			
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2	DevOps Engineer	<p>IT generalist with a wide-ranging knowledge of both development and operations, including coding, infrastructure management, system administration, and DevOps toolchains.</p> <p><u>Responsibilities:</u></p> <ul style="list-style-type: none"> <li>• Work as part of a team of problem solvers, helping to solve complex business issues from strategy to execution.</li> <li>• Design and implement technology infrastructure, develop and enhance both client and internal facing applications and provide technology tools that help drive NYS strategic initiatives.</li> <li>• Use enterprise architecture across application areas to build delivery models that map capabilities to business needs outlined by NYS.</li> <li>• Use multiple sources of information, including broader stakeholder views, to develop solutions and recommendations.</li> <li>• As part of application support lifecycle, address defects and enhancements.</li> <li>• Participate in incident resolution post implementation, as required.</li> </ul> <p><u>Preferred knowledge and skills:</u></p> <ul style="list-style-type: none"> <li>• Align NYS compliance standards into design architecture and application framework.</li> <li>• Contribute to software development life cycles through guidance, compliance checks, designs, feedback, and code contributions.</li> <li>• Design and deliver logging, monitoring, and alerting capabilities for each solution.</li> <li>• Build, maintain and control stage and production environments.</li> </ul>	15	<p>15-1251.00, 15-1252.00, 15-1254.00, 15-1299.08</p>	50,000

		<ul style="list-style-type: none"> <li>• Troubleshoot complex incidents in stage and production environments, by troubleshooting Identity and Access Management policies, creating/providing cloud resources based on development teams' requirements, via cloud logs; and perform system monitoring, creation of alerts, and assist with new feature rollouts.</li> <li>• Establish system health and capacity and enhance as needed.</li> <li>• Document Standard Operating Procedure and perform knowledge transfer to others.</li> <li>• Work with containerized workloads in a cloud hosting environment, such as AWS, Azure, or GCP.</li> <li>• Strong understanding of common system architecture, provisioning, and administration.</li> <li>• Experience with the traditional developer toolset and practices, such as using source control, giving and receiving code reviews, and writing unit tests; and familiarity with agile principles.</li> <li>• Design/Review applications with Object Oriented Programming structures.</li> <li>• Design NoSQL and Relational databases for use on devices and/or synching with backend systems.</li> <li>• Collaborate with cross-functional teams to define, design, and ship new features.</li> <li>• Perform unit testing and code review for robustness, including edge cases, usability, and general reliability.</li> <li>• Work on incident and production support and improving application performance for mobile application.</li> <li>• Work on Continuous Improvement/Continuous</li> </ul>			
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		<p>Delivery (CICD) efforts to discover, evaluate, and implement new technologies to maximize development and support efficiencies.</p> <ul style="list-style-type: none"> <li>• Support existing &amp; create new NodeJS apps written in ECMA6 modules and/or typescript.</li> <li>• Experience with Java, Go, Python, or similar back-end programming language required.</li> <li>• Position requires experience building and managing cloud-based ETL/ELT processes and pipelines (i.e., Google Cloud Data Fusion), and developing stream processing frameworks and platforms (e.g., Apache Kafka)</li> </ul>			
3	Automation Engineer	<p>Deliver automated solutions for software processes. Discover and eliminate problems, by gathering requirements and implementing process automation.</p> <p><u>Responsibilities:</u></p> <ul style="list-style-type: none"> <li>• Work as part of a team of problem solvers, helping to solve complex business issues from strategy to execution.</li> <li>• Design and implement technology infrastructure; develop and enhance both client and internal facing applications; and provide technology tools that help drive NYS's strategic initiatives.</li> <li>• Use enterprise architecture across application areas, to build delivery models that map capabilities to business needs outlined by NYS.</li> <li>• Use multiple sources of information, including broader stakeholder views, to develop solutions and recommendations.</li> <li>• As part of application support lifecycle, address defects and enhancements.</li> </ul>	15	15-1251.00, 15-1252.00, 15-1254.00, 15-1299.08	50,000

		<ul style="list-style-type: none"> <li>• Participate in incident resolution post implementation, as required.</li> </ul> <p><u>Preferred Knowledge and Skills:</u></p> <ul style="list-style-type: none"> <li>• Experience with application interface guidelines, push notifications, APIs, and cloud messaging. Experience with Unit, UI and Integration testing using JMeter. Proven analytical skills and systematic problem solving.</li> <li>• Identify opportunities for automation within software processes.</li> <li>• Design and execute QA tests using scripts that automatically test functionality.</li> <li>• Run tests for databases, systems, networks, applications, hardware, and software.</li> <li>• Identify bugs and quality issues in development, service, or business processes.</li> <li>• Install applications and databases relevant to automation.</li> <li>• Collaborate with other business units to understand how automation can improve workflow.</li> <li>• Gather requirements from clients, customers, or end-users to develop the best automation solutions.</li> </ul>			
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4	UX Engineer	<p>Responsible for producing user experience prototypes that require coding.</p> <p><u>Responsibilities:</u></p> <ul style="list-style-type: none"> <li>• Work as part of a team of problem solvers, helping to solve complex business issues from strategy to execution.</li> <li>• Design, develop and implement both client and internal facing applications and provide technology tools that help drive NYS strategic initiatives.</li> <li>• Use enterprise architecture across application areas to build delivery models that map capabilities to business needs outlined by NYS.</li> <li>• Use multiple sources of information including broader stakeholder views to develop solutions and recommendations</li> <li>• As part of application support lifecycle address defects and enhancements</li> <li>• Participate in incident resolution post implementation as required</li> </ul> <p><u>Experience:</u> As a hybrid between a developer and UX designer, the work of a UX engineer includes both UX principles and engineering tasks. Here's a breakdown of what a UX engineer can be expected to do the following:</p> <ul style="list-style-type: none"> <li>• <b>Plan and design web pages and apps:</b> A UX engineer uses UX Principles to create digital products. This can mean using wireframes, prototypes, and design tools to create blueprints for what a website or app will look like.</li> <li>• <b>Program the front-end:</b> UX engineers are unique from UX designers because they can code. A UX engineer will use front-end programming</li> </ul>	15	<p>15-1251.00, 15-1252.00, 15-1254.00, 15-1299.08</p>	50,000
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		<p>languages, like HTML, CSS, or JavaScript, to create layouts, interactive features, or execute other design ideas.</p> <ul style="list-style-type: none"> <li>• <b>Collaborate with UX and engineering teams:</b> As a professional with both design and programming abilities, UX engineers often act as the bridge between the two teams. UX engineers can work with designers, back-end engineers, and writers to develop products. They may also conduct user testing, A/B testing, and other forms of research in collaboration with the UX team.</li> </ul> <p><u>Duties:</u> Create and carry out user research plans (e.g., surveys, interviews, focus groups, etc.), including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Planning and facilitating design thinking workshops (e.g., journey mapping, user needs modeling, etc.)</li> <li>• Creating UX deliverables (e.g., sketches, user stories, user flows, interactive prototypes, etc.)</li> <li>• Planning and conducting usability testing</li> <li>• Working closely with developers to bring designs to life and iteratively improve solutions</li> <li>• Collecting quantitative and qualitative UX metrics that support usability validation</li> <li>• Design for multi-device web, iOS, and Android contexts.</li> </ul>			
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## **2.5 CONTRACTOR'S CONTRACT MANAGER**

Contractor is required to identify a specific individual to serve as the Contractor's Sole Point of Contact ("Contract Manager") during the term of the Contract. The designated Contract Manager shall serve as the Contractor's representative and the State's prime contact regarding all provisions of the Contract, including certifying the accuracy of all Contractor invoices prior to their submission to the State. The designated Contract Manager shall be named in the Technical Proposal, with an optional backup Contract Manager named as well. Contractor may change or update the Contract Manager or backup Contract Manager with the prior written approval of ITS. ITS may require replacement of the Contract Manager if ITS determines they pose a security risk, has a work performance that ITS finds inadequate or unacceptable, or otherwise fails to meet ITS business requirements or expectations. The Contractor's Contract Manager shall not be a direct billable service.

## **2.6 CONSULTANT(S) RESPONSIBILITIES**

Once ITS selects a Contractor's proposed candidate to serve as a Consultant, the Consultant(s) will be expected to be available to perform the services as requested, during the term of the Contract. Changes in Consultants after selection will require the written consent of ITS. Once a proposed candidate has been approved and assigned to provide services under the Contract, such individual will not be reassigned for any reason without the express written approval of ITS. In cases where a substitute Consultant is required, a replacement of equivalent background and experience may be substituted by the Contractor, subject to prior written approval of ITS. The substitute Consultant with equivalent skills will be provided by the Contractor at the same or at a lower hourly rate as that of the Consultant being replaced. ITS reserves the right to reject recommended replacements.

ITS may refuse access to or require replacement of any individual if such individual renders, in the sole judgment of ITS, inadequate or unacceptable performance of services, or for any other reason ITS finds such individual does not meet the security or responsibility requirements of ITS. In the event that ITS requires replacement of a Consultant within ten (10) business days of being assigned to provide services, ITS shall not be required to pay any charges for the Services rendered by that Consultant.

In addition to the foregoing, the following shall apply to all Contractor-supplied Consultants:

- a. ITS must approve all personnel assigned to provide services under the Contract. Therefore, to ensure timely and cohesive completion of the services, both Parties intend that those personnel initially assigned to provide the services will continue through the duration of the engagement.
- b. Consultants will not be separately reimbursed for expenses incurred to travel to and from his/her designated onsite work location. It is expected that travel and any other vendor costs are incorporated into the all-inclusive, not to exceed hourly rate paid to the vendor.
- c. For projects requiring Consultants to be onsite, ITS will provide Consultants with office equipment, personal computers, and other tools necessary for the successful completion of the Services. Contractors will be required to provide appropriate equipment to enable remote access to ITS systems to perform job duties. Remote access may require Consultants to utilize specific software or configurations. At ITS's sole discretion, ITS-owned and managed client hardware may be issued to Consultants to meet security, compliance, or other operation requirements.
- d. Consultants' work shifts will be:
  - Monday through Friday, between the hours of 7:00 AM and 7:00 PM eastern prevailing time, excluding New York State holidays. ITS will use Attachment H – Personnel Request Form to request Consultant(s). Individual schedules will be discussed and changes may be made, if agreed mutually between the Consultant and ITS.
  - Non-standard work hours will be based on program needs, and will be communicated in writing.
  - Consultants may require additional availability, at the request of ITS.

- Although unlikely, in unique circumstances, certain Consultants may be designated as “on-call,” meaning that they will be available on a 24-hour basis for a period to be determined by ITS.
  - Consultants may work remotely (telecommute) up to one hundred percent (100%) ,at the discretion of ITS and based upon project requirements. NOTE: Some projects may require Consultants to be onsite. Such onsite projects could be located anywhere within New York State (statewide). All remote work must be done from within the Continental United States, unless authorized by ITS in writing.
- e. Contractor may bill only for actual hours worked by a Consultant(s). A Consultant’s ordinary work week will be 40 hours, excluding lunch breaks, which are not billable. Additional hours over the 40 hours may not be incurred by a Consultant without written authorization from the ITS Contract Manager or his/her designee. All billings will be based on actual hours worked multiplied by the appropriate hourly rate, including any hours worked over 40 hours per week. ITS will not pay overtime rates for hours worked over 40 hours per week. Contractor will get paid the hourly rate as proposed in their financial proposal with no additional markup. The standard workday for the Consultant shall be set forth in the Appendix H – Personnel Request Form used to secure the services of the Consultant.
- f. All Consultants secured through the Contract resulting from this RFP will record their time and attendance in the New York State Leave and Accrual Tracking System (LATS), an automated time and attendance recording system used by all New York State Executive Agencies. Consultant’s time and attendance, recorded in LATS, and approved by a State designated supervisor, will be used by the State to track billable hours of work performed by Contractor’s Consultant(s), and to resolve discrepancies in time and attendance, identified by either the State or the Contractor.
- g. As directed by the State, Consultants must work with other contractors.
- h. Consultant replacement may be required in the event that a Consultant resigns or is deemed by the State to be unacceptable.

#### **Voluntary Resignation**

The Contractor must provide written notice to ITS at least ten (10) business days prior to the departure day of any Consultant that resigns before the conclusion of that Consultant’s term of service. If the Contractor gives written notice less than ten (10) business days prior to the departure day of a Consultant, that Consultant’s time may be credited back to the State for each day(s) that was less than the required written notification period of at least ten (10) business days. The State reserves the right to waive this requirement at its sole discretion.

#### **Termination**

In the event that a Consultant’s performance or conduct is detrimental to the State, the State will ordinarily provide written notice requesting immediate removal of the Consultant. However, the State reserves the right to immediately remove the Consultant from the premises. The ITS Contract Manager and/or his/her designee will exercise reasonable and exclusive judgment in these matters.

The selected Consultants are subject to a ten (10) business day probationary period monitored by ITS. In the event of inadequate performance by the selected candidate, the State may terminate the candidate immediately. If a candidate is removed while on probation and/or a replacement is requested, the State will not be liable for any charges for the time served by the removed/replaced candidate. An immediate notification shall identify the State’s intention to refill the position.

The State reserves the right to immediately suspend or reduce Consultant services during the term of the Contract, because of a lack of work or a funding shortage. In the event of such a suspension

or reduction of services, the State shall make best efforts to provide written notice thirty (30) calendar days prior to the suspension or reduction.

**Notification Table Regarding Consultant Service Separation**

<b>Reason</b>	<b>Notice Requirement</b>
Voluntary Resignation	Contractor - As soon as possible [not less than 10 business days]
Unsuccessful Probation	ITS - no later than the next business day following 10 business day probationary period
Inadequate performance following probation	ITS - Immediate
Lack of work prior to scheduled termination of the Consultant engagement	ITS - Immediate
Detrimental Conduct	ITS - Immediate

- i. The Contractor's Contract Manager must notify the ITS Contract Manager, in writing, within three (3) business days of identification of any performance problems that may arise that threatens the success of the State's efforts. The written notice must include a description of each problem, as well as recommendations for resolution whenever possible. The Contractor will be responsible for defining an action plan to mediate the identified issues. If mutually agreed to, the Contractor and the State will finalize and implement an action plan. However, the State reserves the right to terminate a Consultant at will.
- J. Consultants may be required to provide knowledge transfer to the State or third parties for projects as part of their regular job duties.

**2.6.1 BACKGROUND CHECKS / ONBOARDING**

See Appendix C.

**2.6.2 TRANSITION**

The Contractor shall provide uninterrupted Services ("Transition Services") as the State deems reasonable and necessary for the State to comply with all legal requirements for establishing a new contract and transition to the use of a replacement Contractor or otherwise continue the provision of Services.

Transition Period

The Transition Period shall be determined by the State, and Contractor will be notified of the period in writing. The State shall consult with the Contractor prior to making such determination. The State reserves the right to amend the Transition Period subsequently, upon thirty (30) days' advance written notice to the Contractor.

No Interruption in Service

At all times during the Transition Period, and unless directed otherwise in writing by the State, the Contractor shall continue all contractual obligations set forth in the Contract until such time as the State: (i) has approved the Contractor's proposed Transition Plan; and (ii) an orderly transition to the State, a third party, or the successor Contractor has been completed pursuant to the approved

Transition Plan. The Contractor shall be required to meet its contractual obligations pursuant to this paragraph notwithstanding the issuance of a termination for cause or convenience by the State.

Transition Plan

Within fifteen (15) days of receipt of a notice of termination or three (3) months prior to the end of the term of the Contract, whichever event occurs first, the Contractor shall submit to the State for approval a detailed written plan for Transition (Transition Plan) that outlines, at a minimum, the tasks, milestones, and deliverables associated with the smooth transition of Services to the State, a third party or a successor Contractor. The format for metadata and/or information included with the transition materials will be determined solely by the State. Contractor agrees to amend the Transition Plan to include all other information deemed necessary by the State.

Contractor Transition Services

Transition Services shall include the performance of Contractor's responsibilities as outlined in the Contract, and also the transferring of those responsibilities to the State, a third party or the successor Contractor in accordance with the Transition Plan agreed upon by the Parties. Contractor shall maintain the same level of service during the Transition Period as is set forth in the Contract, provided, however, that as tasks or services are transitioned to or assumed by the State, a third party or the successor Contractor, Contractor shall not be held responsible for the negligent acts or negligent omissions of the State, a third party or the successor Contractor or for service degradation resulting from the negligent acts or negligent omissions of the State, a third party or the successor Contractor with respect to the transitioned tasks or services.

Compensation for Transition Services

Contractor shall be reimbursed for Transition Services performed during the Transition Period at the rates set forth in the Contract.

State Responsibilities for Transition

The State shall assume responsibility for transition project management.

Cooperation

Contractor shall cooperate with the State to facilitate a smooth and orderly transition. Periodic project review meetings shall be held with representatives of the Contractor, the State, and the third party or the successor Contractor.

## **2.7 PAYMENT DETAILS AND MILESTONES**

ITS will be invoiced monthly based upon the Contractor's fully loaded hourly rates, for actual hours worked, as submitted in their Financial Proposal Workbook(s) (Attachment 22).

## **SECTION 3 - PROCUREMENT PROCESS**

### **3.1 METHOD OF AWARD**

ITS will make one (1) award for the services described in this RFP to a responsive and responsible Bidder on a "Best Value" basis, pursuant to State Finance Law § 163(4). Best value shall be determined on the following criteria:

- Technical Evaluation: All Bidders meeting or exceeding the Minimum Requirements shall be deemed to pass. No additional points shall be allocated based on exceeding the criteria.
- Financial Evaluation: All Bidders that pass the Technical Evaluation shall be evaluated on the basis of price. The Bidder with the lowest overall price on Attachment 22 shall be deemed the apparent

winner of this RFP.

## **3.2 ADMINISTRATIVE REQUIREMENTS AND INFORMATION**

### **3.2.1 Inquiries from Bidders**

New York State Finance Law §§139-j and 139-k imposes certain restrictions on communication between NYS and Bidders during a procurement. Bidders should submit all RFP inquiries, questions, comments, or extraneous terms using Attachment 4 – Vendor Questions and Extraneous Terms and Conditions during the Bidder Inquiry period. Solicitation deviations and Extraneous Terms shall be sent to [its.sm.bestvalue@its.ny.gov](mailto:its.sm.bestvalue@its.ny.gov) by the deadline stated in Page ii., *Key Events and Dates*. Bidder is advised that ITS will not entertain any exceptions to Appendix A (*Standard Clauses for New York State Contracts*). All extraneous terms and conditions must be resolved prior to the submission of a bid; and answers to all questions, comments, bid deviations and Extraneous Terms of a substantive nature will be provided to all prospective Bidders in the form of a question and answer document, which will be posted on the ITS website. **No other method of inquires will be accepted.**

### **3.2.2 Communications from NYS to Vendors**

ITS has established a procurement website for the purpose of disseminating information relating to this procurement, and vendors are encouraged to monitor the site. The website URL is provided on the cover page of this RFP.

### **3.2.3 Procurement Record**

ITS shall maintain a Procurement Record that documents the procurement process.

### **3.2.4 Building Access Procedures for Visitors and Hand Deliveries**

To access the ITS office building, all visitors must present photo identification at the Security Desk and comply with other requirements. Bidders who intend to hand-deliver Proposals or utilize independent courier services should allow extra time to comply with these procedures. Bidders hand-delivering their Proposals should ask the security personnel at the security desk to call the Designated Contact(s) indicated in this RFP or the Vendor Sourcing and Management Organization (VSMO). Building Access procedures may change or be modified at any time. Bidders assume all risks for timely, properly submitted hand deliveries.

## **3.3 NO LATE SUBMISSIONS**

**All Proposals must be submitted and received by the Proposal submission dates and times specified in this RFP. Proposals received after the Proposal Submission Deadline shall be rejected.**

**Faxed proposals and electronic submission will not be accepted.** If proposal packaging labels are not sufficient to identify the contents, ITS reserves the right to open packages for the purpose of identifying the source and contents of the package. All materials submitted by the Bidder become the property of the State of New York Office of Information Technology Services and may be returned only at the sole discretion of ITS.

## **SECTION 4 - PROPOSAL REQUIREMENTS**

### **4.1 PACKAGE LABEL**

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

RFP C000742 Staff Augmentation – Digital Credentials - PROPOSAL ENCLOSED  
NOT TO BE OPENED EXCEPT BY AUTHORIZED PERSONNEL

## **4.2 MULTIPLE SUBMISSIONS**

Bidders may submit more than one proposal for offering alternative solutions but each proposal must meet all the mandatory requirements of the RFP, be complete, and must not reference or incorporate portions of another proposal submitted by Bidder. Multiple proposals received from the same Bidder will be separately evaluated by ITS as if each proposal were the sole submission of the Bidder.

## **4.3 GENERAL REQUIREMENTS FOR PROPOSALS**

Bidders must submit a complete response to this RFP that satisfies the requirements set forth below. The Bidder's Proposal should be submitted in three separately sealed and labeled Proposal parts – Technical Proposal, Financial Proposal, and Administrative Proposal. The Technical Proposal, the Administrative Proposal, and Financial Proposal shall each contain one (1) original signed hard copy and two (2) electronic copies (on two [2] USB flash drives) Failure to do so may render the bidder's proposal non-responsive. A Proposal Checklist is included in this RFP as Attachment 1.

Proposals that make extensive use of color photographs or illustrations, or that include separate brochures or marketing materials and overly elaborate embellishments, are discouraged.

All proposals submitted in response to this RFP, must be written in the English language with quantities expressed using Arabic numerals and United States Dollars (\$ USD), as applicable.

In the case of a discrepancy between the hard copy and the electronic copy, the hard copy shall control.

## **4.4 PROPOSAL FORMAT AND CONTENT (AMENDED)**

### **4.4.1 Technical Proposal**

When completing the Technical Proposal content, **DO NOT** include any pricing information.

#### **~~Attachment 1 – Proposal Checklist~~**

~~Bidder must submit completed and signed Attachment 1 – Proposal Checklist.~~

#### **~~Attachment 7 – Firm Offer Letter~~**

~~Bidders must submit Attachment 7 – Firm Offer Letter and Conflict of Interest Disclosure. A Bidder Representative authorized to make contractual obligations must sign the Firm Offer Letter and Conflict of Interest Disclosure. All requested information needs to be included.~~

#### **Attachment 20 – Technical Proposal Form**

Bidders must submit Attachment 20 - Technical Proposal Form.

### **4.4.1 Financial Proposal**

#### **~~Attachment 7, Completed, Signed, and Notarized Firm Offer Letter and Conflict of Interest Disclosure~~**

#### **Attachment 22 – Financial Proposal Worksheet**

Bidder shall submit a completed Financial Proposal Worksheet (Attachment 22) in a separately sealed envelope within the Proposal package submitted, which must be clearly identified as the financial proposal. Each item must be complete, with no lines omitted. Proposer shall not provide alternative pricing or deviate from the Financial Proposal Worksheet. Alternative pricing methodologies will not be considered and may result in the rejection of the proposal.

#### **4.4.2 Administrative Proposal**

Attachment 1 - Proposal Checklist, completed and signed

~~Attachment 3 - Non-Collusive Bidding Certification~~

Attachment 5 - NYS Required Certification

Attachment 6 - Consultant Confidentiality and Non-Disclosure Agreement

Attachment 7, Completed, Signed, and Notarized Firm Offer Letter and Conflict of Interest Disclosure

Attachment 8, Completed Lobbying Forms All-in-One

- Completed and signed Offeror's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)
- Completed and signed Offeror Disclosure of Prior Non-Responsibility Determinations

Attachment 9, EEO 100 – Equal Employment Opportunity Staffing Plan, completed and signed

Attachment 10, Completed and signed MWBE 100 - MWBE Utilization Plan

Attachment 11, Completed Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement- Form # 4

~~Attachment 12, Completed and signed New York State Consultant Services Contractor's Planned Employment, Form A~~

Attachment 14, Encouraging Use of NYS Businesses in Contract Performance

Attachment 15, Contractor Certification to Covered Agency, ST-220-CA, completed, signed, and notarized

Attachment 16, Bidder Information Form

~~Attachment 17, Workers' Compensation Requirements under WCL § 57: Completed Workers Compensation Coverage Form:~~

- ~~• C-105.2 (Certificate of NYS Workers' Compensation Insurance Coverage): Contact your insurance carrier or licensed NYS insurance agent for this form OR~~
- ~~• U-26.3 (NY State Insurance Fund Certificate of Workers' Compensation Coverage) Available from the NYS Insurance Fund OR~~
- ~~• SI-12 (Certificate of NYS Workers' Compensation Self-Insurance Coverage): Board-approved self-insurers must obtain this form from Board's Self-Insurance Office OR~~
- ~~• SIG-105.2 (Certificate of Participation in Workers' Compensation Group Board-Approved Self-Insurance): Employers must obtain this form from their group self-insurance administrator; OR~~
- ~~• WC/DB-CE-200, Certificate of Attestation of Exemption from New York State Workers Compensation and/or Disability Benefits Coverage. Request through the Workers' Compensation Board website.~~

~~Attachment 17, Disability Benefits Requirements under WCL § 220(8): Completed Disability Benefits Coverage Form:~~

- ~~• DB-120.1 (Certificate of Insurance Coverage Under the NYS Disability Benefits Law): Contact your insurance carrier or licensed NYS insurance agent for this form OR~~
- ~~• DB-155 (Compliance with Disability Benefits Law): Board-approved self-insured employers must obtain this form from Board's Self-Insurance Office OR~~
- ~~• WC/DB-CE-200, Certificate of Attestation of Exemption from New York State Workers Compensation and/or Disability and Paid Family Leave Benefits Coverage. Request through the Workers' Compensation Board website.~~

~~Attachment 20 – Technical Proposal Form~~

Attachment 21 - Reserved

Attachment 23 – Vendor Responsibility Questionnaire

Attachment 26 – Vendor Assurance of No Conflict of Interest

Attachment 27 – Reserved

Attachment 28 – Use of SDVOB Certification

Attachment 29 – Affirmative Statements

Attachment 30 – Foil and Litigation Disclosure

Bidder must identify the location of compliance with specific RFP Requirements in the Bidder's Proposal as well as certify the Bidders understanding of the RFP requirements and compliance to those requirements.

#### **4.5 EVALUATION METHODOLOGY**

The evaluation process will be conducted in a comprehensive and impartial manner. The Technical Proposal will be evaluated on a pass/fail basis. The responsive and responsible Bidder submitting the Financial Proposal with the lowest overall cost for the term of the contract will be tentatively awarded the contract. There will be no points awarded to the Administrative Proposal.

##### **4.5.1 Proposal Completeness Review (pass/fail)**

After the Proposal opening, each proposal will be screened for completeness and conformance with the RFP requirements. Proposals that do not meet the RFP requirements may be deemed non-responsive, removed from further consideration, and the Bidder notified accordingly. Proposals that pass will proceed to the Technical Evaluation.

##### **4.5.2 Minimum Qualifications -Technical Proposal Evaluation (pass/fail)**

Technical Proposals submitted by Bidders will be independently evaluated by the Technical Evaluators, on a Pass/Fail basis, to determine whether the Bidder satisfies the RFP's minimum qualifications (see Section 2.1, *Minimum Bidder Qualification*). Proposals that fail to meet the minimum qualifications will be deemed non-responsive, will not be further evaluated, and the Bidder will be notified accordingly. Passing proposals will proceed to the Financial Evaluation. Bidders may still be disqualified if it is later determined that the Bidder did not meet all the RFP minimum qualifications and should not have qualified to move onto the Financial Evaluation stage.

##### **4.5.3 Financial Proposal Evaluation and Award (100%)**

A tentative award, subject to successful contract negotiations and approval by the OAG and OSC, may be made to the responsive and responsible Bidder which submits the Proposal with the lowest overall cost over the term of the contract as identified in Attachment 22 – Financial Proposal Workbook. When price and other factors are found to be substantially equivalent, ITS will select the winning Bidder at its sole discretion.

## **APPENDICES**

**Appendix A – Standard Clauses for New York State Contracts**

**Appendix B – Reserved**

**Appendix C – ITS Standard Contract Clauses**

**Appendix C-1 – Contractor’s Insurance Requirements**

**Appendix D – CJIS Security Policy**

**Appendix D1 – CJIS Security Requirements and Certification**

**Appendix E – Reserved**

**Appendix F – EEO 101, Workforce Employment Utilization/Diversity Compliance Report**

**Appendix G – MWBE 102, Quarterly MWBE Compliance Report**

**Appendix H – Personnel Request Form**

**Appendix I – Glossary of Terms**

## **ATTACHMENTS**

**Attachment 1 – Proposal Checklist**

**Attachment 2 – Intent to Bid**

**Attachment 3 – Non- Collusive Bidding Certification**

**Attachment 4 – Vendor Questions and Extraneous Terms and Conditions Form**

**Attachment 5 – NYS Required Certifications**

**Attachment 6 – Consultant Confidentiality and Non-Disclosure Agreement**

**Attachment 7 – Firm Offer Letter and Conflict of Interest Disclosure**

**Attachment 8 – Lobbying Forms All-in-One**

**Attachment 9 – Equal Employment Opportunity Staffing Plan – EEO 100**

**Attachment 10 – Minority/Women Owned Business Utilization Plan – MWBE-100**

**Attachment 11 – EEO Policy Statement**

**Attachment 12 – Consultant Disclosure Forms A & B**

**Attachment 13 – Reserved**

**Attachment 14 – Encouraging Use of New York State Businesses in Contract Performance**

**Attachment 15 – Contractor Certification to Covered Agency, ST-220-CA**

**Attachment 16 – Bidder Information Form**

**Attachment 17 – Workers Compensation and Disability Insurance Requirements**

**Attachment 18 – Reserved**

**Attachment 19 – Reserved**

**Attachment 20 – Technical Proposal Form**

**Attachment 21 – Reserved**

**Attachment 22 – Financial Proposal Workbook**

**Attachment 23 – Vendor Responsibility Questionnaire**

**Attachment 24 – Reserved**

**Attachment 25 – Reserved**

**Attachment 26 – Vendor Assurance of No Conflict of Interest**

**Attachment 27 – Reserved**

**Attachment 28 – Use of SDVOB Certification**

**Attachment 29 – Affirmative Statements**

**Attachment 30 – Foil and Litigation Disclosure**

## **EXHIBITS**

**Exhibit 1 – Reserved**

**Exhibit 2 – Reserved**